

United States Bankruptcy Court  
District of ColoradoIn re:  
Midway Gold US Inc.  
GEH (US) Holding Inc.  
DebtorsCase No. 15-16835-MER  
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 1082-1

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Total Noticed: 1047

Date Rcvd: Nov 15, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 17, 2017.

db +GEH (B.C.) Holding Inc., 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +GEH (US) Holding Inc., 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +Golden Eagle Holding, Inc., 8310 South Valley Highway, Suite, 280, Englewood, CO 80112-5732  
db +MDW Gold Rock, LLP, 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +MDW Mine ULC, 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +MDW Pan Holding Corp., 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +MDW Pan LLP, 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +MDW-GR Holding Corp., 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +Midway Gold Corp., 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +Midway Gold Realty LLC, 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +Midway Gold US Inc., 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +Midway Services Company, 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +Nevada Talon, LLC, 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
db +RR Exploration, LLC, 8310 South Valley Highway, Suite 280, Englewood, CO 80112-5732  
aty +Alex Talesnick, Eleven Times Square, New York, NY 10036-6600  
aty +Cooley LLP, 1114 Avenue of the Americas, New York, NY 10036-7700  
aty +Frank Flansburg, 6623 Las Vegas Blvd, So. Ste 300, Las Vegas, NV 89119-3246  
aty +Jasmine Mehta, 100 North Carson Street, Carson City, NV 89701-4717  
aty +Sender Wasserman Wadsworth, P.C., 1660 Lincoln Street, Suite 2200, Denver, CO 80264-2202  
cr +FLSmith USA Inc., c/o Robert Szwajkos, Esquire, 250 N. Pennsylvania Avenue, Morrisville, PA 19067-1104  
cr +Golder Associates, Inc., Susan Davis, Legal Counsel, 3730 Chamblee Tucker Road, Atlanta, GA 30341-4414  
intp +InFaith Community Foundation, c/o Markus Williams Young & Zimmermann, 1700 Lincoln Street, Suite 4550, Denver, CO 80203-4509  
intp +Jolene M. Wise U.S. Securities & Exchange Commissi, 175 W. Jackson Blvd., Suite 900, Chicago, IL 60604-2908  
cr +Lamonte Duffy, PO Box 1227, Lovelock, NV 89419-1227  
16877461 +3 DB NETWORKS INC, 8105 W I 25 FRONTAGE ROAD, UNIT 9, FREDERICK, CO 80516-9465  
16877462 +3 ROADS MEDIA, 5650 GREENWOOD PLAZA BLVD STE 104, GREENWOOD VILLAGE, CO 80111-2308  
16877463 +361 SERVICES INC, 1401 17TH STREET SUITE 600, DENVER, CO 80202-1485  
16877464 +3E COMPANY, P O BOX 5307, NEW YORK, NY 10087-5307  
16877465 +4IMPRINT INC, 101 COMMERCE STREET, OSHKOSH, WI 54901-4864  
16877466 +4J FABRICATION, ATTN TIM ROSENER, PO BOX 74, EUREKA, NV 89316-0074  
16877467 +5280 IN DESIGN, 5687 DISTANT VIEW PL, PARKER, CO 80134-4529  
16877468 +A1 ALCOHOL DRUG COLLECTION LLC, 1098 LAMOILLE HIGHWAY, SUITE 5, ELKO, NV 89801-4355  
16877472 +ACOSTA JOANNA, 10730 N ORACLE RD APT 3204, ORO VALLEY, AZ 85737-9308  
16877475 +ADGAR STEVEN L, 7 GLACIER CIR, KALISPELL, MT 59901-2120  
16877476 +ADNET COMMUNICATIONS INC, STE 401 510 W. HASTINGS ST., VANCOUVER, BC V6B 1L8 CANADA  
16877477 +ADVANCED SURVEYING INC, 1201 E BEECH ST, PUEBLO, CO 81001-4415  
16877478 +ADVANCED SYSTEMS PLUS INC, 14 INVERNESS DR E STE D124, ENGLEWOOD, CO 80112-5633  
16877479 +ADVANCED TELEMETRY SYSTEMS ATS, 470 FIRST AVE N, ISANTI, MN 55040-7123  
16877480 +ADVERTISING DYNAMIC SERVICES COMP INC, 15000 E BELTWOOD PARKWAY, ADDISTON, TX 75001-3715  
16877481 +AFCO CREDIT CORP, 4501 COLLEGE BLD STE 320, LEAWOOD, KS 66211-2328  
16877482 #+AGILE IT INC, 4660 LA JOLLA VILLAGE DR SUITE 500, SAN DIEGO, CA 92122-4605  
16877483 +AGRU AMERICA INC, 500 GARRISON ROAD, GEORGETOWN, SC 29440-9688  
16877484 +AHIVERS PLUMBING HEATING COOLING INC, C/O SEARS LAW FIRM LTD, 457 5TH STREET, ELY, NV 89301-1973  
16877486 +AHLVERS PLUMBING HEATING COOLING INC, C/O SEARS LAW FIRM LTD, 457 5TH STREET, ELY, NV 89301-1973  
16877485 +AHLVERS PLUMBING HEATING COOLING INC, 1595 AVE F, ELY, NV 89301-3501  
16877491 +AL PARK PETROLEUM, P O BOX 1600, ELKO, NV 89803-1600  
16877493 +ALL ABOARD BED N BISTRO, P O BOX 150103, ELY, NV 89315-0103  
16877494 +ALL COPY PRODUCTS DENVER, 4141 COLORADO BLVD, DENVER, CO 80216-4307  
16877498 +ALL COPY PRODUCTS INC, P O BOX 41602, PHILADELPHIA, PA 19101-1602  
16877499 +ALL COPY PRODUCTS INC, P O BOX 790448, ST LOUIS, MO 63179-0448  
16877497 +ALL COPY PRODUCTS INC, 4141 COLORADO BLVD, DENVER, CO 80216-4307  
16877495 +ALL COPY PRODUCTS INC PA, P O BOX 41602, PHILADELPHIA, PA 19101-1602  
16877496 +ALL COPY PRODUCTS INC TX, P O BOX 660831, DALLAS, TX 75266-0831  
16877500 +ALL COPY PRODUCTS MO, P O BOX 790448, ST LOUIS, MO 63179-0448  
16877501 +ALLSTATE INSURANCE, P O BOX 650514, DALLAS, TX 75265-0514  
16877502 +ALLTERNATIVE MAINTENANCE SOLUTIONS LLC, P O BOX 8311, SPRING CREEK, NV 89815-0006  
16877503 +ALMAR PROFESSIONAL LAND SERVICES INC, 450 HILLSIDE DR, MESQUITE, NV 89027-3102  
16877504 +ALS CHEMEX, 4977 ENERGY WAY, RENO, NV 89502-4105  
16877506 +ALTERNATIVE MAINTENANCE SOLUTIONS LLC, P O BOX 8311, SPRING CREEK, NV 89815-0006  
16877507 +AMBROSE TECHNICAL SALES, A/K/A ATSCO SALES SERVICE, 1192 DRAPER PKWY STE 455, DRAPER, UT 84020-9356  
16877508 +AMEC AMERICAS LTD, 111 DUNSMUIR ST, VANCOUVER, BC V6B 5W3 CANADA  
16877510 +AMERICAN EQUIPMENT INC, 451 WEST 3440 SOUTH, SALT LAKE CITY, UT 84115-4227  
16877511 +AMERICAN EXPLORATION MINING ASSOCIATIO, 10 N POST ST STE 305, SPOKANE, WA 99201-0705  
16877512 +AMERICAN VANADIUM, 800 WEST PENDER ST STE 910, VANCOUVER, BC V6C 2V6 CANADA  
16877514 +AMPONSAH ISAAC, 3535 ENFIELD AVENUE, ELKO, NV 89801-8480  
16877515 +ANALYTICAL SOLUTIONS LTD, 3266 YONGE ST, TORONTO, ON M4N 2L6 CANADA

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16877517 +ANCHOR MINERALS INC, ATTN LEE PHILLIPS III, 151 S WHITTIER, SUITE 1400,  
WICHITA, KS 67207-1063

16877521 +ANDREA GILL, 574 NORTHLAKE DRIVE, LEHI, UT 84043-9419

16877523 +ANTHEM BCBS, P O BOX 541013, LOS ANGELES, CA 90054-1013

16877524 +ANTON COLLINS MITCHELL LLP, 303 EAST 17TH AVE., SUITE 600, DENVER, CO 80203-1259

16877525 +ANZALONE PUMPS INC, 3632 N 250 E, ENOCH, UT 84721-7319

16877526 +APEX LOGISTICS, 12531 VIOLET ROAD, ADELANTO, CA 92301-2730

16877527 +APLEONE EMPLOYMENT SERVICES, P O BOX 29048, GLENDALE, CA 91209-9048

16877528 +APPLIED SOIL WATER TECHNOLOGIES, 801 EAST GLENDALE AVE, SPARKS, NV 89431-6443

16877529 +ARAPAHOE COUNTY TREASURER, ATTN ROBERT HILL ESQ, 5334 S PRINCE STREET,  
LITTLETON, CO 80166-0001

16877530 +ARCADIS US INC, 23444 NETWORK PLACE, CHICAGO, IL 60673-1234

16877531 +ARCADIS US INC, ATTN JERRY KOBLITZ NATIONAL PLANNING, AND PERMITTING DIRECTOR,  
630PLAZA DRIVE SUITE 200, HIGHLANDS RANCH, CO 80129-2379

16877532 +ARCADIS US INC, ATTN JERRY KOBLITZ, 23444 NETWORK PLACE, CHICAGO, IL 60673-1234

16877533 +ARIZONA INSTRUMENT LLC, 3375 N DELAWARE ST, CHANDLER, AZ 85225-1134

16877534 +ARLO G LOTT TRUCKING INC, P O BOX 110, JEROME, ID 83338-0110

16877535 +ARNOLD MACHINERY COMPANY, 2975 WEST 2100 SOUTH, SALT LAKE CITY, UT 84119-1273

16877536 +ARROW PERFORMANCE GROUP LLC, 50 S. STEELE STREET, SUITE 250, DENVER, CO 80209-2802

16877537 +ARTIS HRA INVERNESS LP, 8310 S VALLEY HWY SUITE 280, ENGLEWOOD, CO 80112-5732

16877538 ARTIS HRA INVERNESS POINT LP, C/O HANNAY REALTY ADVISORS CO LP, DENVER, CO 80112

16877539 +ASM AFFILIATES INC, 2034 CORTE DEL NOGAL, CARLSBAD, CA 92011-1480

16877540 +ASPEN INSURANCE, 175 CAPITAL BOULEVARD SUITE 100, ROCKY HILL, CT 06067-3934

16877541 +ASPERMONT MEDIA, ALBERT HOUSE 1 SINGER ST, LONDON EC2A 4BQ UNITED KINGDOM

16877542 +ASTRATTA SOLUTIONS LLC, 7499 TAFT ST, ARVADA, CO 80005-3279

16877543 +AT T INTERSTATE DEDICATED SERVICE, P O BOX 5019, CAROL STREAM, IL 60197-5019

16877545 +AT T NEVADA, P O BOX 5025, CAROL STREAM, IL 60197-5025

16877548 +ATSCO SALES SERVICE, 1192 EAST DRAPER PARKWAY, SUITE 455, DRAPER, UT 84020-9356

16877549 +AURAMET TRADING LLC, 300 FRANK W BURR BLVD STE 24, TEANECK, NJ 07666-6712

16877550 +AURION RESOURCES US LLC, 120 TORBA ROAD SUITE W240, ST JOHNS, NL A1A 2G8 CANADA

16877551 +AV COLORADO, 13317 E CAROLINA PLACE, AURORA, CO 80012-4328

16877554 +BALDRICA ALICE M, 4567 CANYON RIDGE LN, RENO, NV 89523-9416

16877555 +BALLARD POWER SYSTEMS, 9000 GLENLYON PARKWAY, BURNABY, BC V5J 5J8 CANADA

16877556 +BALLY CAPITAL ADVISORS, 40 AVENUE DES JORDILS, SAINT SULPICE 1025 SWITZERLAND

16877557 +BANK OF AMERICA MERRILL LYNCH BUSINESS C, P O BOX 15796, WILMINGTON, DE 19886-5796

16877558 +BANK OF MONTREAL, 595 BURRARD STREET, VANCOUVER, BC V7X 1L7 CANADA

16877560 +BARBARICH PROPERTY MANAGEMENT, P O BOX 3487, TONOPAH, NV 89049-3487

16877562 +BARRICK GOLD EXPLORATION INC, 293 SPRUCE ROAD, ELKO, NV 89801-4491

16877565 +BARRICK GOLD OF NORTH AMERICA INC, REGIONAL LAND MANAGER NORTH AMERICA,  
136 EAST SOUTH TEMPLE ST. #1800, SALT LAKE CITY, UT 84111-1122

16877564 +BARRICK GOLD OF NORTH AMERICA INC, OFFICE OF GENERAL COUNSEL, 460 WEST 50 NORTHSUITE 500,  
SALT LAKE CITY, UT 84101

16877563 +BARRICK GOLD OF NORTH AMERICA INC, 293 SPRUCE ROAD, ELKO, NV 89801-4491

16877566 +BARRICK GOLD US INC, 460 WEST 50 NORTH SUITE 500, SALT LAKE CITY, UT 84101-1025

16877569 +BARTON BRYAN, 617 WESTERN HILLS 5, SPRING CREEK, NV 89815-8733

16877571 +BASIN ENGINEERING CORPORATION, 1070 E AULTMAN ST, ELY, NV 89301-2507

16877572 +BATH DONNA, 570 FIRST ST, ELY, NV 89301-1901

16877573 +BATH LUMBER CO, 1800 AVE G, ELY, NV 89301-2589

16877575 +BDO CANADA LLP, 600 CATHEDRAL PLACE, VANCOUVER, BC V6C 3L2 CANADA

16877576 +BEDFORD CONSULTING GROUP, 145 ADELAIDE STREET WEST SUITE 400, TORONTO, ON M5H 4E5 CANADA

16877577 +BEESLEY DON, 11144 W OHIO PLACE, LAKEWOOD, CO 80226-3871

16877578 +BELANGER PLIMPTON, P O BOX 59, LOVELOCK, NV 89419-0059

16877582 +BERRY ENTERPRISES INCORPORATED, DBA SIERRA ELECTRONI, 690 E GLENDALE AVE 9B,  
SPARKS, NV 89431-5849

16877583 +BEST WESTERN EUREKA INN, 251 N MAIN, EUREKA, NV 89316

16877584 +BEST WESTERN HI DESERT INN, 320 MAIN ST, TONOPAH, NV 89049

16877585 +BETHLEHEM APPARATUS COMPANY INC, 890 FRONT STREET, HELLERTOWN, PA 18055-1507

16877587 +BFE SCREEN PRINTING AND EMBROIDERY, P O BOX 840, EUREKA, NV 89316-0840

16877589 +BIEGING SHAPIRO BARBER LLLP, ATTN DUNCAN E BARBER, COUNSEL TO SURE STEEL INC,  
4582 S. ULSTER ST. PKWY., SUITE 1650, DENVER, CO 80237-2686

16877590 +BIG 8 TIRE, ATTN RONNIE BARTON, 1820 AULTMAN STREET, ELY, NV 89301-1653

16877591 +BIG 8 TIRES, 1820 AULTMAN ST, ELY, NV 89301-1653

16877593 +BIG SKY ACOUSTICS LLC, P O BOX 27, HELENA, MT 59624-0027

16877599 +BLAKE CASSEL AND GRAYDON LLP, 199 BAY ST, STE 4000 COMMERCE COURT WEST,  
TORONTO, ON M5L 1A9 CANADA

16877600 +BLENDER MEDIA INC, 430 1190 MELVILLE ST, VANCOUVER, BC V6E 3W1 CANADA

16877602 +BLUELINE SERVICES, 448 EAST WINCHESTER, SUITE 425, SALT LAKE CITY, UT 84107-8527

16877603 +BLUERADIOS INC, 8310 S VALLEY HWY SUITE 275, ENGLEWOOD, CO 80112-5732

16877604 +BLUERADIOS INC, 8310 SOUTH VALLEY HIGHWAY SUITE 275, ENGLEWOOD, CO 80112-5732

16877606 +BNY MELLON, CORPORATE TRUST DEPARTMENT, PITTSBURGH, PA 15251-9013

16877608 +BOART LONGYEAR, 1111 MAIN STREET WEST, NORTH BAY, ON P1B 2W4 CANADA

16877610 +BOLINDER CALEB, 2040 HIGH NOON ROAD, ELKO, NV 89801-4727

16877612 +BRANHAM ALAN, 2778 SPOKANE CREEK RD, EAST HELENA, MT 59635-9793

16877614 +BRIAN PEART AND LANE MOYLE, 1377 MILL STREET, ELY, NV 89301-2116

16877615 +BRISTLECONE BOWMEN, P O BOX 1256, MCGILL, NV 89318-1256

16877616 +BRISTLECONE MOTEL, 700 AVE I, ELY, NV 89301-2623

16877620 +BROADRIDGE CANADA, P O BOX 57461, TORONTO, ON M5W 5M5 CANADA

16877621 +BROADRIDGE ICS, P O BOX 416423, BOSTON, MA 02241-6423

16877623 +BROWN BROTHERS, P O BOX 860, EUREKA, NV 89316-0800

16877626 +BRYAN CAVE HRO LLP, P O BOX 503089, ST LOUIS, MO 63150-3089

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16877627 BRYAN CAVE LLP, P O BOX 503089, ST LOUIS, MO 63150-3089  
 16877628 +BUETTNER INC, P O BOX 370, ELKO, NV 89803-0370  
 16877629 +BUREAU OF LAND MANAGEMENT, C/O U S DEPT INTERIOR PACIFIC SW REG, ATTN CLEMENTINE JOSEPHSON,  
 2800 COTTAGE WAY ROME E 1712, SACRAMENTO, CA 95825-1846  
 16883470 +Barrick Gold Exploration Inc., 460 West 50 North, Suite 500, Sale Lake City, UT 84101-1025  
 16877632 C SQUARE EDUCATIONAL ENTERPRISES INC, DBA BROADVIEW UNIVERSITY, WOODBURY, MNC T CORPORATION,  
 P O BOX 4349, CAROL STREAM, NV 60197-4349  
 16877633 +CADD SERVICES INC, 4891 INDEPENDENCE ST STE 190, WHEAT RIDGE, CO 80033-6792  
 16877634 +CAL NEVADA PRECISION BLASTING INC, P O BOX 3365, CARSON CITY, NV 89702-3365  
 16877635 CAMERON BAKER, 5750 US HIGHWAY 95 N APT D5, WINNEMUCCA, NV 89445-7757  
 16877636 CAMPBELL CASEY, 2460 W 26TH AVE STE 170C, DENVER, CO 80211-5330  
 16877637 CANADA REVENUE AGENCY, 875 HERON RD, OTTAWA, ON K1A 1B1 CANADA  
 16877640 CARDNO ENTRIX, ATTN HAROLD BREWER, 807 SOUTH TEMPLE 350, SALT LAKE CITY, UT 84102  
 16877641 +CARDNO INC, P O BOX 123422, DALLAS, TX 75312-3422  
 16877642 +CARLIN TREND MINING SUPPLIES SERVICE, 369 FIFTH ST, ELKO, NV 89801-3705  
 16877643 +CARLIN TRENT MINING SUPPLIES, 369 FIFTH STREET, ELKO, NV 89801-3705  
 16877644 +CARTER AGRI SYSTEMS, P O BOX 9, LUND, NV 89317-0009  
 16877645 +CARTER MIKE, 449 W SPEARHEAD ROAD, TUCSON, AZ 85737-6528  
 16877646 +CATE DRILLING SOLUTIONS OF ELKO LLC, P O BOX 27073, SALT LAKE CITY, UT 84127-0073  
 16877647 +CBRE INC, Beverly Lu, 400 South Hope Street, 25th Floor, Los Angeles, CA 90071-2800  
 16877648 +CBRE INC, LOCATION CODE 2147, P O BOX 406588, ATLANTA, GA 30384-6588  
 16877649 CCH, P O BOX 4307, CAROL STREAM, NV 60197-4307  
 16877650 +CEB CORPORATE EXECUTIVE BOARD, 3393 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693-0033  
 16877651 +CENTRI BUSINESS CONSULTING LLC, 651 TOWNSHIP LINE ROAD 1663, BLUE BELL, PA 19422-5076  
 16877652 +CENTRI BUSINESS CONSULTING LLC, 651 TOWNSHIP LINE ROAD SUITE 1663, BLUE BELL, PA 19422-5076  
 16877653 +CENTRI CONSULTING, ATTN MIKE AIELLO, 651 TOWNSHIP LINE ROAD 1663,  
 BLUE BELL, PA 19422-5076  
 16877655 CENTURY LINK, PO BOX 4080, OLATHE, KS 66063-4080  
 16877656 +CGS MULE LLC, 680 E GLENDALE AVE, SPARKS, NV 89431-5811  
 16877657 +CGS MULE LLC, 680 EAST GLENDALE AVE, SPARKS, NV 89431-5811  
 16877659 +CHAMBERS GROUP INC, 1755 E PLUMB LN, RENO, NV 89502-3661  
 16877661 +CHIPMAN CHIPMAN LLC, P O BOX 7046, AUDUBON, PA 19407-7046  
 16877662 +CHLUMSKY ARMURST MEYER LLC, 12600 W COLFAX AVE STE A 140, LAKEWOOD, CO 80215-3778  
 16877663 +CHRIS'S SERVICE, 1715 AVENUE E, ELY, NV 89301-2439  
 16877664 +CHRISTIANSSEN DRILLING, 557 ELY AVENUE, ELY, NV 89301-1704  
 16877668 +CHURCHHILL COUNTY CLERK/TREASURER, 155 N TAYLOR STREET SUITE 110, FALLON, NV 89406-2763  
 16877669 +CHURCHHILL COUNTY RECORDER, 155 N TAYLOR STREET SUITE 133, FALLON, NV 89406-2762  
 16877670 +CIGNA, 8505 E ORCHARD ROAD 5T1, GREENWOOD VILLAGE, CO 80111-5002  
 16877671 +CIGNA, 8505 EAST ORCHARD ROAD, GREENWOOD VILLAGE, CO 80111-5002  
 16877673 #CITY OF ELY, 480 CAMPTON ST STE 1, ELY, NV 89301-1996  
 16877674 +CITY OF ELY, 501 MILL ST, ELY, NV 89301-1940  
 16877675 CITY OF LOVELOCK, 400 14TH STREET, LOVELOCK, NV 89419  
 16877676 +CITY OF LOVELOCK, P O BOX 238, LOVELOCK, NV 89419-0238  
 16877677 +CIVIL AIR PATROL MAGAZINE, 1894 E WILLIAM STREET STE 4 351, CARSON CITY, NV 89701-3224  
 16877678 CLARK COUNTY DEPARTMENT OF LICENSE, 500 S GRAND CENTRAL PKWY, P O BOX 551810,  
 LAS VEGAS, NV 89155-1810  
 16877679 CLARK WILSON LLP, 900 885 WEST GEORGE STREET, VANCOUVER, BC V6C 3H1 CANADA  
 16877680 CMT ENGINEERING LABORATORIES, 2796 S REDWOOD RD, W VALLEY CITY, UT 84119-2373  
 16877681 CNW GROUP, ATTN REGULATORY RILING SERVICES, TORONTO, ON M5J 2N8 CANADA  
 16877682 COACH USA, 4105 S IDAHO STREET, ELKO, NV 89801  
 16877683 +CODALE ELECTRIC SUPPLY, P O BOX 740525, LOS ANGELES, CA 90074-0525  
 16877685 +COELHO ANTHONY L, 51 BALTIMORE AVE STE 2, REHOBOTH BEACH, DE 19971-2176  
 16877687 COLLEGE OF SOUTHERN IDAHO, P O BOX 1238, TWIN FALLS, ID 83303-1238  
 16877688 +COLORADO DEPARTMENT OF LABOR, 633 17TH STREET SUITE 201, DENVER, CO 80202-3624  
 16877692 +COLORADO MINING ASSOCIATION, 216 16TH ST, DENVER, CO 80202-5115  
 16877694 +COLORADO STATE TREASURER, P O BOX 46545, DENVER, CO 80201-6545  
 16877693 +COLORADO STATE TREASURER, 200 EAST COLFAX AVENUE, STATE CAPITOL SUITE 140,  
 DENVER, CO 80203-1776  
 16877695 COLORADO STATE TREASURER, UNEMPLOYMENT INSURANCE EMPLOYER SERVICES, DENVER, CO80201  
 16877696 +COMMERCIAL PACKAGING, NEVADA, 1 PAPER CHASE, NORMAL, IL 61761-9004  
 16877697 COMMITTEE AGAINST CHILD HUNGER, 400 BLOCK, ELY, NV 89301  
 16877698 +COMMONWEALTH BANK OF AUSTRALIA, 599 LEXINGTON AVENUE, NEW YORK, NY 10022-6030  
 16877699 +COMMONWEALTH BANK OF AUSTRALIA, ATTN DIRECTOR PROJECT FINANCE, 599 LEXINGTON AVENUE,  
 NEW YORK, NY 10022-6030  
 16877700 #+COMPENSATION STRATEGIES INC, 3000 LAKESIDE DR STE 115N, BANNOCKBURN, IL 60015-1279  
 16877702 COMPUTERSHARE, 100 UNIVERSITY AVE 11TH FLOOR, TORONTO, ON M5J 2Y1 CANADA  
 16877701 COMPUTERSHARE TRUST COMPANY OF CANADA, 510 BURRARD STREET 2ND FLOOR,  
 VANCOUVER, BC V6C 3B9 CANADA  
 16877704 +COMSTOCK SEED, 917 HWY 88, GARDNERVILLE, NV 89460-7551  
 16877705 +CONETEC INC, P O BOX 22082, SALT LAKE CITY, UT 84122-0082  
 16877707 +CONSTRUCTION MATERIALS TECHNOLOGIES INC, 2796 S REDWOOD RD, WEST VALLEY CITY, UT 84119-2373  
 16877708 CONTECH ENGINEERED SOLUTIONS INC, FILE 53142, LOS ANGELES, CA 90074-3142  
 16877710 +COOLEY LLP, ATTN MATT LEARY ESQ, COUNSEL TO THE, OFFICIAL COMMITTEE OF UNSECURED CREDITOR,  
 380 INTERLOCKEN CRESCENT SUITE 900, BROOMFIELD, CO 80021-8023  
 16877709 COOLEY LLP, ATTN JEFFREY L COHEN, SETH V AALTEN, ROB, COUNSEL TO THE OFFICIAL COMMITTEE,  
 OF UNSECURED CREDITORS, 1114 AVENUE OF THE AMERICAS, NEWYORK, NY 10036-7798  
 16877711 +CORBETT SYSTEMS DEVELOPMENT INC, 2918 COUNTRY CLUB DRIVE, COLORADO SPRINGS, CO 80909-1021  
 16877712 CORNERSTONE RECORDS MANAGEMENT LLC, P O BOX 791361, BALTIMORE, MD 21278-1361  
 16877716 +CORT FURNITURE RENTAL, P O BOX 17401, BALTIMORE, MD 21297-1401  
 16877717 +CR ENGINEERING, ROUNDS ENGINEERING, 5434 LONGLEY LANE, RENO, NV 89511-1879

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16877719 +CRUISE IN CAR WASH LUBE, P O BOX 151031, ELY, NV 89315-1031  
 16877720 +CSM FOUNDATION, 1500 ILLINOIS STREET, GOLDEN, CO 80401-1213  
 16877723 +CUSTOM CLEAN, P O BOX 151396, ELY, NV 89315-1205  
 16877724 +Cyanco Company, LLC, c/o Bruce B. Kemp, Royston Rayzor, 1600 Smith Street, Suite 5000,  
 Houston, Texas 77002-7380  
 16877726 +DAKOTA TRUCK EQUIPMENT REPAIR, P O BOX 248, BATTLE MOUNTAIN, NV 89820-0248  
 16877727 +DALE AND DIANA CHABINO, 10633 HILDRETH LANE, STOCKTON, CA 95212-9488  
 16877729 +DAN F HALSTEAD SON TRUCKING INC, HC 34, BOX 34150, ELY, NV 89301-9206  
 16877734 +DAVE ROWE, 5900 FEEDLOT RD, WINNEMUCCA, NV 89445-9630  
 16877733 +DAVE ROWE RANDALL STOEBERL, 5900 FEEDLOT ROAD, WINNEMUCCA, NV 89445-9630  
 16877735 +DAVID AND CARELON ROWE, 5900 FEED LOT ROAD, WINNEMUCCA, NV 89445-9630  
 16877736 +DAVID AND CARELON ROWE, 5900 FEEDLOT ROAD, WINNEMUCCA, NV 89445-9630  
 16877737 DAVID E NORMAN ELEMENTARY, P O BOX 400, EAST ELY, NV 89315  
 16877738 +DAVIDSON SALES ENGINEERING, 2441 SOUTH 3850 WEST UNIT B, WEST VALLEY CITY, UT 84120-8200  
 16877739 DAVIES WARD PHILLIPS VINEBERG LLP, 155 WELLINGTON STREET, TORONTO, ON M5V 3J7 CANADA  
 16877740 +DAVIS GRAHAM STUBBS LLP, 1550 17TH STREET SUITE 500, DENVER, CO 80202-1500  
 16877741 +DAVIS GRAHAM STUBS LLP, ATTN LAURA GRANIER, 1550 17TH STREET SUITE 500,  
 DENVER, CO 80202-1500  
 16877742 +DAY DEAN, P O BOX 154, VALDEZ, AK 99686-0154  
 16877744 +DAY ENGINEERING, P O BOX 154, VALDEZ, AK 99686-0154  
 16877743 +DAY ENGINEERING, ATTN DEAN DAY, 5 EAST PARK STREET, FALLON, NV 89406-3454  
 16877745 +DBS LAW, ATTN DANIEL J BUGBEE, COUNSEL TO HALE CAPITAL PARTNERS LP,  
 155 NE 100TH ST., SUITE 205, SEATTLE, WA 98125-8015  
 16877748 +DENNY'S AUTOMOTIVE, P O BOX 150111, EAST ELY, NV 89315-0111  
 16877749 DENVER COMPENSATION BENEFITS LLC, 6161 S SYRACUSE WAY STE 240, GREENWOOD VLG, CO 80111-4796  
 16877750 DENVER GOLD GROUP, 1675 LARIMER ST STE 680, DENVER, CO 80202-2398  
 16877751 +DEPARTMENT OF BUSINESS AND INDUSTRY, DIVISION OF INDUSTRIAL RELATIONS,  
 MINE SAFETY AND TRAINING SECTION, 400 W KING STREET SUITE 210, CARSON CITY, NV 89703-4221  
 16877753 DERINGER NATALIE, PO BOX 3551, BUTTE, MT 59702-3551  
 16877754 DESIGN GROUP STAFFING INC, 10012 JASPER AVENUE, EDMONTON, AB T5J 1R2 CANADA  
 16877755 +DETER KEN, 2340 CORDELIA ST, HENDERSON, NV 89044-1529  
 16877756 +DIAMOND RENTAL INC, 4518 SOUTH 500 WEST, SALT LAKE CITY, UT 84123-3694  
 16877757 DIAMOND VALLEY SAND GRAVEL, 2895 N BLACK CAT RD, KUNA, ID 83634-1117  
 16877758 +DIFFERENTIAL ENGINEERING INC, P O BOX 8353, SPRING CREEK, NV 89815-0006  
 16877759 +DINWIDDIE ROBERT D, P O BOX 636, EUREKA, NV 89316-0636  
 16877760 +DIRECT FORCE MAINTENANCE LLC, P O BOX 5611, FALLON, NV 89407-5611  
 16877762 +DIRECT FORCE MAINTENANCE LLC, P O BOX 5611, FALLON, NV 89407-5611  
 16877764 DLA PIPER LLP, SUITE 2800 PARK PLACE, VANCOUVER, BC V6C 2Z7 CANADA  
 16877765 DODDS PAULA MILLER, 2088 COLONIAL DR, ELKO, NV 89801-8447  
 16877767 ++++DOI BUREAU OF LAND MANAGEMENT ELY, EAGAN/ELY FIELD OFFICE, 702 N INDUSTRIAL WAY,  
 ELY NV 89301-6641  
 (address filed with court: DOI BUREAU OF LAND MANAGEMENT ELY, EAGAN/ELY FIELD OFFICE,  
 HC 33 BOX 33500, ELY, NV 89301)  
 16877766 +DOI BUREAU OF LAND MANAGEMENT ELY, 1340 FINANCIAL BLVD, RENO, NV 89502-7147  
 16877768 +DOI BUREAU OF LAND MANAGEMENT OREGON, 1220 S W 3RD AVENUE, PORTLAND, OR 97204-2825  
 16877769 +DOI BUREAU OF LAND MANAGEMENT OREGON, OREGON STATE OFFICE, P O BOX 2965,  
 PORTLAND, OR 97208-2965  
 16877770 +DOI BUREAU OF LAND MANAGEMENT RENO, 1340 FINANCIAL BLVD, RENO, NV 89502-7147  
 16877772 +DONDELINGER SCOTT, P O BOX 1217, FORESTHILL, CA 95631-1217  
 16877776 +DORSEY WHITNEY LLP, P O BOX 1680, MINNEAPOLIS, MN 55480-1680  
 16877775 +DORSEY WHITNEY LLP, ATTN KENNETH G SAM, P O BOX 1680, MINNEAPOLIS, MN 55480-1680  
 16877774 +DORSEY WHITNEY LLP, 50 SOUTH SIXTH ST., SUITE 1500, MINNEAPOLIS, MN 55402-1553  
 16877778 +DOUGLAS COUNTY TREASURER, P O BOX 1208, CASTLE ROCK, CO 80104-1208  
 16877780 +DUANE AND ANGEL LYONS, 1060 SOUTH PIOCHE HIGHWAY, ELY, NV 89301-3148  
 16877781 +DUCKWATER TRIBE, P O BOX 140068, DUCKWATER, NV 89314-0068  
 16877782 DUFF PHELPS LLC, C/O B9474, P O BOX 9100 STN F, TORONTO, ON M4Y 3A5 CANADA  
 16877783 +DUFFY GEORGE D JR, P O BOX 1245, LOVELOCK, NV 89419-1245  
 16877784 +DUFFY LAMONTE J, P O BOX 1227, LOVELOCK, NV 89419-1227  
 16877785 +DURICK MOTORSPORTS LLC, D/B/A DAKOTA TRUCK EQUIPMENT REPAIR, PO BOX 248,  
 1150 3400 E STREET, BATTLE MOUNTAIN, NV 89820-2590  
 16877786 +DURICK MOTORSPORTS LLC, DBA DAKOTA TRUCK, P O BOX 248, BATTLE MOUNTAIN, NV 89820-0248  
 16877787 DV AUTO REPAIR, 2895 N BLACK CAT RD, KUNA, ID 83634-1117  
 16789243 +Durick Motorsports LLC, DBA Dakota Truck & Equipment Repair, PO Box 248,  
 Battle Mountain, NV 89820-0248  
 16877788 +E M ENTERPRISES INC, 5715 W ALEXANDER RD STE 155, LAS VEGAS, NV 89130-2807  
 16877790 +EASTERN NEVADA LANDSCAPE COALITION, ATTN BETSY MACFARLAN, P O BOX 150266,  
 ELY, NV 89315-0266  
 16877793 +EASTERN NEVADA LANDSCAPE COALITION, P O BOX 150266, ELY, NV 89315-0266  
 16877792 +EASTERN NEVADA LANDSCAPE COALITION, ATTN IRENE CADILLI, P O BOX 150266,  
 ELY, NV 89315-0266  
 16877791 +EASTERN NEVADA LANDSCAPE COALITION, 1500 AVE F, ELY, NV 89301-1895  
 16877795 +ECOSYNTHESIS SCIENTIFIC REGULATORY, 16173 LANCASTER PL, TRUCKEE, CA 96161-1622  
 16877796 +ECOSYNTHESIS SCIENTIFIC REGULATORY, ATTN DR ADRIAN JUNCOSA, 16173 LANCASTER PLACE,  
 TRUCKEE, CA 96161-1622  
 16877794 +ECOSYNTHESIS SCIENTIFIC REGULATORY SVC, 16173 LANCASTER PLACE, TRUCKEE, CA 96161-1622  
 16877799 #EKS H LLLP, 7979 E TUFTS AVE STE 400, DENVER, CO 80237-2521  
 16877800 +EL AERO SERVICES INC, 815 MURRAY WAY, ELKO, NV 89801-7813  
 16877801 +ELECTRICAL CONSULTANTS INC, 3521 GABEL RD, BILLINGS, MT 59102-7310  
 16877802 +ELECTRONIC SECURITY CONCEPTS LLC, 8320 EAST GELDING DRIVE, SCOTTSDALE, AZ 85260-3624  
 16877804 +ELEVATION ENTERPRISES LLC, P O BOX 150927, ELY, NV 89315-0927



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16877805 +ELKO WIRE ROPE AND MINING SUPPLY INC, 4280 EAST IDAHO STREET, ELKO, NV 89801-4695  
 16877807 +ELY DISPOSAL SERVICE INC, 348 NEVADA AVE, ELY, NV 89301-1708  
 16877809 +ELY ELKS LODGE, P O BOX 151087, ELY, NV 89315-1087  
 16877810 ELY OUTDOOR ENTHUSIASTS, C/O NANCY WILLIAMS, ELY, NV 89301  
 16877811 +ELY RENAISSANCE SOCIETY INC, P O BOX 150028, ELY, NV 89315-0028  
 16877812 +ELY ROTARY CLUB 2016, P O BOX 151827, ELY, NV 89315-1211  
 16877813 +ELY SHOSHONE TRIBE, 16 SHOSHONE CIRCLE, ELY, NV 89301-2055  
 16877814 +ELY TIMES, P O BOX 150820, ELY, NV 89315-0820  
 16877815 +ELY VOLUNTEER FIRE DEPARTMENT, 1785 GREAT BASIN BLVD, ELY, NV 89301-3145  
 16877816 +EMPLOYERS COUNCIL SERVICES, P O BOX 539, DENVER, CO 80201-0539  
 16877817 ENTERPRISE DAMAGE RECOVERY UNIT, P O BOX 843369, KANSAS CITY, MO 64184-3369  
 16877819 ENTERPRISE HOLDINGS NV, ATTN ACCOUNTS RECEIVABLE, P O BOX 840173, KANSAS CITY, MO 64184-0173  
 16877818 ENTERPRISE HOLDINGS NV, ATTN ACCOUNTS RECEIVABLE, KANSAS CITY, MO 64184-0173  
 16877820 +ENTERPRISE LEASING CO WEST, 6855 BERMUDA RD, LAS VEGAS, NV 89119-3607  
 16877821 +ENTERPRISE LEASING COMPANY, 5070 E CARTIER AVE, LAS VEGAS, NV 89115-4525  
 16877824 +ENTERPRISE RENT A CAR, 6855 BERMUDA ROAD, LAS VEGAS, NV 89119-3607  
 16877822 +ENTERPRISE RENT A CAR CO, 7201 S FULTON ST, CENTENNIAL, CO 80112-3725  
 16877823 +ENTERPRISE RENT A CAR NV, 6855 BERMUDA RD, LAS VEGAS, NV 89119-3607  
 16877826 +ENTRIX INC CARDNO, 5415 SW WESTGATE DRIVE SUITE 100, PORTLAND, OR 97221-2409  
 16877827 +ENTRIX INC CARDNO, P O BOX 123422, DALLAS, TX 75312-3422  
 16877828 +ENVIRO CARE INC, 505 NORTH MAIN STREET, NORTH SALT LAKE CITY, UT 84054-2101  
 16877833 +ENVIRONMENTAL SUPPORT SERVICES, ATTN CHUCK BALTZER, P O BOX 1087, EVERGREEN, CO 80437-1087  
 16877834 +ENVIROSCIENTISTS INC, 1650 MEADOW WOOD LANE, RENO, NV 89502-6510  
 16877835 +EPC SERVICES COMPANY, 3521 GABEL ROAD, BILLINGS, MT 59102-7310  
 16877837 EPC SERVICES COMPANY, ATTN JOHN OTT, 600 WEST 700 SOUTH, WOODS CROSS, UT 84087  
 16877838 +EPC SERVICES COMPANY, C/O ITO LAW GROUP LLC, ATTN PETER W ITO, 1550 LARIMER STREET SUITE 667, DENVER, CO 80202-1602  
 16746601 +EPC SERVICES COMPANY, ATTN: JOHN OTT, 3521 GABEL ROAD, BILLINGS, MT 59102-7310  
 16877839 +EREF MID I LLC, C/O HALE FUND MANAGEMENT LLC, 17 STATE STREET SUITE 3230, NEW YORK, NY 10004-1540  
 16877840 +EREF MID II LLC, 17 STATE STREET STE 3230, NEW YORK, NY 10004-1540  
 16877841 +EREF MID II LLC, C/O HALE FUND MANAGEMENT LLC, 17 STATE STREET SUITE 3230, NEW YORK, NY 10004-1540  
 16877844 +ERNEST KELLY, PO BOX 151942, ELY, NV 89315-1213  
 16877845 ERNST YOUNG INC, PACIFIC CENTER, VANCOUVER, BC V7Y 1C7 CANADA  
 16877846 +EROSION CONTROL APPLICATIONS, 901 E ORANGETHORPE AVENUE, ANAHEIM, CA 92801-1126  
 16877847 +EROSION CONTROL APPLICATIONS, 901 EAST ORANGETHORPE AVENUE, ANAHEIM, CA 92801-1126  
 16877848 +ESRI, FILE NO 54630, LOS ANGELES, CA 90074-0001  
 16877849 +EUREKA BUSINESS NETWORK, P O BOX 154, EUREKA, NV 89316-0154  
 16877857 +EUREKA COUNTY, P O BOX 556, EUREKA, NV 89316-0556  
 16877850 +EUREKA COUNTY 4H, P O BOX 613, EUREKA, NV 89316-0613  
 16877851 +EUREKA COUNTY ECONOMIC DEVELOPMENT, P O BOX 753, EUREKA, NV 89316-0753  
 16877852 +EUREKA COUNTY FAIR BOARD, P O BOX 556, EUREKA, NV 89316-0556  
 16877853 EUREKA COUNTY HIGH SCHOOL, 1 VANDAL WAY, EUREKA, NV 89316  
 16877854 +EUREKA COUNTY OPERA HOUSE, P O BOX 556, 10 SOUTH MAIN STREET, EUREKA, NV 89316-0556  
 16877855 +EUREKA COUNTY TELEVISION DISTRICT, P O BOX 163, EUREKA, NV 89316-0163  
 16877856 +EUREKA COUNTY TV DISTRICT, P O BOX 163, EUREKA, NV 89316-0163  
 16877858 +EUREKA GOLD COUNTRY INN, P O BOX 147, EUREKA, NV 89316-0147  
 16877859 +EUREKA LIONS CLUB, P O BOX 316, EUREKA, NV 89316-0316  
 16877860 EUREKA SENTINEL, P O BOX 70, LAS VEGAS, NV 89125-0070  
 16877862 +EUREKA TOWN WATER AND SEWER, P O BOX 537, EUREKA, NV 89316-0537  
 16877861 EUREKA TOWN WATER AND SEWER, 701 S MAIN STREET, EUREKA, NV 89316  
 16877863 EURORADSHOW, 88 AVENUE DES TERNES, PARIS 75017 FRANCE  
 16877864 +EVOQUA WATER TECHNOLOGIES LLC, 10 TECHNOLOGY DRIVE, LOWELL, MA 01851-2728  
 16879171 Entrix, Inc. d/b/a Cardno Entrix, c/o Diane E. Vuocolo, Greenberg Traurig, 2001 Market St, 2700 Two Commerce Square, Philadelphia, PA 19103  
 16877866 +FAIRFIELD AND WOODS P C, COUNSEL TO COMMONWEALTH BANK OF AUSTRALI, ATTN CAROLINE C FULLER, 1801 CALIFORNIA STREET SUITE 2600, DENVER, CO 80202-2645  
 16877867 +FARMER BROS CO, 460 SOUTH A STREET, ELKO, NV 89801-7624  
 16877868 FASB, P O BOX 418272, BOSTON, MA 02241-8272  
 16877869 +FCC, HANDLED THROUGH FEDERAL LICENSING, 1588 FAIRFIELD RD, GETTYSBURG, PA 17325-7252  
 16877871 FEDEX, P O BOX 94515, PLANTINE, IL 60094-4515  
 16877870 +FEDEX TECHCONNECT INC AS ASSIGNEE OF, FEDERAL EXPRESS CORPORATION ET AL, ATTNREVENUE RECOVERY/BANKRUPTCY, 3965 AIRWAYS BLVD MODULE G 3RD FLOOR, MEMPHIS, TN 38116-5017  
 16877872 +FENMORE CRAIG P C, 2394 EAST CAMELBACK ROAD STE 600, PHOENIX, AZ 85016-9077  
 16877874 +FERGUSON ENTERPRISES INC, 12500 JEFFERSON AVENUE, NEWPORT NEWS, VA 23602-4314  
 16877875 +FERRY COUNTY AUDITOR, 350 E DELAWARE SUITE 2, REPUBLIC, WA 99166-9747  
 16877876 +FERRY COUNTY TREASURER, 350 E DELAWARE SUITE 131, REPUBLIC, WA 99166-9747  
 16877878 FILING SERVICES CANADA INC, 205 MAGENTA CRES, CHESTERMERE, AB T1X 0K9 CANADA  
 16877879 FILINGS SERVICES CANADA INC, 205 MAGENTA CRES, CHESTERMERE, AB T1X 0K9 CANADA  
 16877880 FINANCIAL ACCOUNTING STANDARDS BOARD, P O BOX 418272, BOSTON, MA 02241-8272  
 16877881 FINANCIAL TIMES, P O BOX 1627, NEWBURGH, NY 12551-1627  
 16877882 +FINRA, 9509 KEY W AVE, ROCKVILLE, MD 20850-3329  
 16877883 FIRMEX CORP, 110 SPADINA AVE, TORONTO, ON M5V 2K4 CANADA  
 16877884 +FISH CREEK RANCH LLC, P O BOX 327, EUREKA, NV 89316-0327  
 16877887 +FISHER SCIENTIFIC COMPANY, 2000 PARK LANE, PITTSBURGH, PA 15275-1114  
 16877888 FISTROVIC BRANKO E, 4633 CANYON RIDGE LN, RENO, NV 89523-9419

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16877889 FLOWER BASKET ESPRESSO DEPOT, 455 E 11TH STREET, ELY, NV 89301  
 16877891 +FLSMITH SALT LAKE CITY INC, P O BOX 934908, ATLANTA, GA 31193-4908  
 16877893 FOLIOFN INVESTMENTS INC, P O BOX 10544, MCLEAN, VA 22102-8544  
 16877894 +FORESTRY SUPPLIERS INC, 205 WEST RANKIN ST, JACKSON, MI 39201-6199  
 16877895 +FRANK EDWARDS CO PARTS PLUS, 3626 WEST PARKWAY BLVD, SALT LAKE CITY, UT 84120-6338  
 16877897 +FRIENDS OF NRA, P O BOX 151231, ELY, NV 89315-1201  
 16877898 #+FRITZ K SCHAUDIES CPA LLC, 19183 E MOLLY AVE, PARKER, CO 80134-7458  
 16877901 FSC WIRE, 205 MAGENTA CRES, CHESTERMERE, AB T1X 0K9 CANADA  
 16877902 +FUERSTENAU JEFF, 6282 E 47TH PL, YUMA, CO 85365-6361  
 16834430 +FedEx TechConnect, Inc., Attn: Revenue Recovery/Bankruptcy,  
 3965 Airways Blvd., Module G. 3 Floor, Memphis, TN 38116-5017  
 16791535 +Fisher Scientific Co LLC, Attn: Gary Barnes, 300 Industry Dr., Pittsburgh, PA 15275-1001  
 16877903 +G I S LAND SERVICES, 241 RIDGE ST STE 250, RENO, NV 89501-2079  
 16877904 #GALLATIN PUBLIC AFFAIRS, 240 2ND AVE S STE 400, SEATTLE, WA 98104-2250  
 16877905 +GARFF TRI CITY FORD LLC, 597 E 1000 S, AMERICAN FORK, UT 84003-3372  
 16877907 +GARY'S MACHINE SHOP, P O BOX 150058, ELY, NV 89315-0058  
 16877908 +GEE WILLIAM R, 22741 INDIAN HEAD ROAD, GOLDEN, CO 80403-8048  
 16877909 +GENERAL DENTAL PRODUCT INC, 201 OGDEN AVE, ELY, NV 89301-1888  
 16877913 +GENESIS GOLD CORP, 3 KNOB HILL, PARK CITY, UT 84098-5500  
 16877914 +GEORGE D DUFFY JR, P O BOX 1245, LOVELOCK, NV 89419-1245  
 16877915 +GEOTECH COMPUTER SYSTEMS INC, 12150 E BRIARWOOD AVE, CENTENNIAL, CO 80112-6701  
 16877916 +GEOTEMS INC, 970 CAUGHLIN CROSSING SUITE 102, RENO, NV 89519-0691  
 16877917 +GEOTEMS INC, P O BOX 11532, RENO, NV 89510-1532  
 16877918 +GIGAHERTZ INFORMATION SYSTEMS INC, 697 TENDERFOOT DR, LARKSPUR, CO 80118-8768  
 16877919 +GILL ANDREA, 574 NORTHLAKE DRIVE, LEHI, UT 84043-9419  
 16877921 +GLOBAL RESOURCE ENGINEERING LTD, 600 GRANT STREET, SUITE 975, DENVER, CO 80203-3552  
 16877923 +GOLDER ASSOCIATES, LOCKBOX 934544, ATLANTA, GA 31193-4544  
 16877926 GRAINGER, DEPT 882491798, KANSAS CITY, MO 64141  
 16877927 GRAINGER, DEPT 882491798, KANSAS CITY, MO 97474  
 16877928 +GRAPHIC PRODUCTS INC, PO BOX 4030, BEAVERTON, OR 97076-4030  
 16877929 +GRAY JOHN, 2258 LEBANON PIKE 54, NASHVILLE, TN 37214-2427  
 16877930 +GREAT AMERICAN COFFEE CO, 30 KALAMATH STREET, DENVER, CO 80223-1550  
 16877931 +GREAT BASIN SERVICE CLUB, P O BOX 151706, ELY, NV 89315-1209  
 16877933 +GREENBERG TRAUIG LLP, ATTN JEFFREY M LIPPA, CUNEXT A AKAY,  
 COUNSEL TO ENTRIX INC D/B/A CARDNO ENTRI, 1200 17TH STREET SUITE 2400,  
 DENVER, CO 80202-5858  
 16877934 +GREENBERG TRAUIG LLP, ATTN SANDRA G M SELZER, COUNSEL TO ENTIX INC D/B/A CARDNOENTRIX,  
 1007 NORTH ORANGE ST., SUITE 1200, WILMINGTON, DE 19801-1236  
 16877932 GREENBERG TRAUIG LLP, ATTN DIANE E VUOCOLO, COUNSEL TO ENTRIX INC D/B/A CARDNOENTRIX,  
 2700 2 COMMERCE SQUARE, 2001 MARKET ST., PHILADELPHIA, PA 19103  
 16877937 +GROW RESOURCES, 830 HOYT STREET, LAKEWOOD, CO 80215-5820  
 16877938 GUIDEWIRE SYSTEMS INTEGRATOR, 48 INVERNESS COURT EAST STE 220, ENGLEWOOD, CO 80112  
 16877939 +GUST ELECTRIC INC, 1123 GREAT BASIN BLVD, ELY, NV 89301-2077  
 16877941 +GUST ELECTRIC INC, C/O SEARS LAW FIRM LTD, 457 5TH STREET, ELY, NV 89301-1973  
 16877942 +GUSTAVSON ASSOCIATES LLC, c/o Michael J: Guyerson, 1801 Broadway, Suite 900,,  
 Denver, CO 80202-3858  
 16877945 +H C WAINWRIGHT CO LLC, 430 PARK AVE, NEW YORK, NY 10022-3539  
 16877947 +HADDON TIMOTHY J, 312 HIGH STREET, DENVER, CO 80218-4022  
 16877948 +HALE CAPITAL PARTNERS L P, ATTN MARTIN HALE JR AND TREY ANDERSON,  
 17 STATE STREET SUITE 3230, NEW YORK, NY 10004-1540  
 16877949 +HALE CAPITAL PARTNERS LP, 17 STATE STREET SUITE 3230, NEW YORK, NY 10004-1540  
 16877950 +HALE MARTIN M JR, C/O HALE PARTNERS, 17 STATE STREET SUITE 3230, NEW YORK, NY 10004-1540  
 16877952 +HARPER HOFER ASSOCIATES LLC, 1580 LINCOLN ST STE 1100, DENVER, CO 80203-1530  
 16877954 +HAWES GEORGE, 772 NE 71ST, BOCA RATON, FL 33487-2434  
 16877955 HAYWOOD SECURITIES INC, 700 200 BURRARD STREET, VANCOUVER, BC V6C 3L6 CANADA  
 16877956 +HCP MID LLC, 17 STATE STREET STE 3230, NEW YORK, NY 10004-1540  
 16877957 +HCP MID LLC, C/O HALE FUND MANAGEMENT LLC, 17 STATE STREET SUITE 3230,  
 NEW YORK, NY 10004-1540  
 16877958 +HEALTHY PAWS OF EUREKA, P O BOX 43, EUREKA, NV 89316-0043  
 16877962 +HIGH COUNTRY EXECUTIVE SEARCH, 1221 S CLARKSON ST STE 316, DENVER, CO 80210-1628  
 16877963 +HIGH COUNTRY MINING SEARCH, 1221 S CLARKSON ST STE 316, DENVER, CO 80210-1628  
 16877965 +HOGENTOGLER CO INC, P O BOX 2219, COLUMBIA, SC 21045-1219  
 16877966 HOLIDAY INN EXPRESS ELKO, 3013 IDAHO STREET, ELKO, NV 89801  
 16877969 +HOLLAND HART LLP, P O BOX 68, JACKSON, WY 83001-0068  
 16877967 HOLLAND HART LLP, ATTN MATTHEW J OCHS, COUNSEL TO BARRICK GOLD EXPLORATION INC,  
 555 17TH ST., SUITE 3200, PO BOX 8749, DENVER, CO 80201-8749  
 16877968 +HOLLAND HART LLP, ATTN TIMOTHY A LUKAS, COUNSEL TO BARRICK GOLD EXPLORATIONINC,  
 5441 KIETZKE LANE SECOND FLOOR, RENO, NV 89511-3026  
 16877970 +HOMESTAKE MINING CO OF CALIFORNIA, RUBY HILL MINE PROJECT MANAGER, P O BOX 676,  
 EUREKA, NV 89316-0676  
 16877972 +HOMESTAKE MINING COMPANY, RUBY HILL MINE POJECT MANAGER, P O BOX 676,  
 EUREKA, NV 89316-0676  
 16877971 +HOMESTAKE MINING COMPANY, 460 WEST 50 NORTH SUITE 500, SALT LAKE CITY, UT 84101-1025  
 16877973 +HORNER STEVEN, P O BOX 516, REPUBLIC, WA 99166-0516  
 16877974 +HOTEL NEVADA GAMBLING HALL, 501 AULTMAN ST, ELY, NV 89301-1578  
 16877975 +HOWE RICHARD, 945 AVE K 1, ELY, NV 89301-2710  
 16877976 +HOWE RICHARD, 945 AVENUE K 1, ELKO, NV 89301-2710  
 16877977 +HOWELL INTERNATIONAL ENT LLC, P O BOX 1630, CASTLE ROCK, CO 80104-6130  
 16877978 +HOWELL INTERNATIONAL ENTERPRISES LLC, P O BOX 1630, CASTLE ROCK, CO 80104-6130  
 16877979 +HRQ DENVER LLC, 2859 UMATILLA ST, DENVER, CO 80211-4310

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16877981 HYDROGEOLOGICA INC, ATTN BRENT JOHNSON, 414 GARDEN GLEN CT, TRUCKEE, CA 96161  
 16877982 +HYDROGEOPHYSICS INC, 2302 NORTH FORBES BLVD, TUCSON, AZ 85745-1410  
 17317145 Holland & Hart LLP, PO Box 8749, Denver, CO 80201-8749  
 16877983 I C S SALES INCORPORATED, P O BOX 350188, WESTMINSTER, CO 80035-0188  
 16877984 ICE SYSTEMS INC, 100 PATCO COURT STE 9, ISLANDIA, NY 11749-1522  
 16877985 IECA, 3401 QUEBEC ST STE 3500, DENVER, CO 80207-2339  
 16877987 +IMA INC, 1705 17TH ST STE 100, DENVER, CO 80202-1260  
 16877986 +IMA INC COLORADO DIVISION, 1705 17TH ST STE 100, DENVER, CO 80202-1260  
 16877988 +IN FAITH COMMUNITY FOUNDATION, 625 4TH AVENUE SOUTH SUITE 1500, MINNEAPOLIS, MN 55415-1624  
 16877989 +IN SITU INC, 221 EAST LINCOLN AVE, FORT COLLINS, CO 80524-2533  
 16877990 +INDEPENDENT MINING CONSULTANTS, 3560 E GAS RD, TUCSON, AZ 85714-3425  
 16877991 +INDEPENDENT MINING CONSULTANTS, 3560 EAST GAS ROAD, TUCSON, AZ 85714-3425  
 16877992 +INDUSTRIAL SUPPLY CO INC, 1635 SOUTH 300 WEST, SALT LAKE CITY, UT 84115-5107  
 16877993 +INFAITH COMMUNITY FOUNDATION, 625 FOURTH AVE, SOUTH STE 1500, MINNEAPOLIS, MN 55415-1624  
 16877995 +INFAXION GROUP LLC, 364 BELLAIRE ST, DENVER, CO 80220-4931  
 16877996 +INFLUENCE RESULTS LLC, 7133 W VIRGINIA AVE 305, LAKEWOOD, CO 80226-3159  
 16877997 INFOMINE USA INC, 100 N MULLAN RD STE 102, SPOKANE VLY, WA 99206-6848  
 16877998 +INFORMATION MANAGEMENT SPECIALISTS INC, 364 BELLAIRE ST, DENVER, CO 80220-4931  
 16877999 +INFORMATIVE TECHNOLOGIES LIMITED LTD, 204 ANDOVER STREET 3RD FLOOR, ANDOVER, MD 01810-5743  
 16878000 +INFORMATIVE TECHNOLOGIES LIMITED LTD, DBA MICROWORKS, 204 ANDOVER STREET 3RD FLOOR, ANDOVER, MA 01810-5743  
 16878001 +INK UNLEASHED, 2780 MINERAL DRIVE, ELY, NV 89301-3110  
 16878002 INSIGHTSOFTWARE COM INC, 5613 DTC PKWY STE 950, GREENWOOD VLG, CO 80111-3028  
 16878003 +INSPECTORATE AMERICA CORPORATION, 12000 AEROSPACE AVENUE, SUITE 200, HOUSTON, TX 77034-5589  
 16878004 +INTEGRATEK CONSULTING INC, 4600 S SYRACUSE STE 900, DENVER, CO 80237-2701  
 16878007 +INTERNATIONAL DIRECTIONAL SERVICES, 25666 NETWORK PL, CHICAGO, IL 60673-1256  
 16878009 +INTERNATIONAL DIRECTIONAL SERVICES, 25666 NETWORK PLACE, CHICAGO, IL 60673-1256  
 16878010 #+INTERALOGIC INC, 4715 INNOVATION DR, FORT COLLINS, CO 80525-6332  
 16878012 +INTERSTATE FIRE SALES SERVICES LLC, 5370 EAST IDAHO ST, ELKO, NV 89801-4678  
 16878013 +INV MID LLC, 17 STATE STREET STE 3230, NEW YORK, NY 10004-1540  
 16878014 +INV MID LLC, C/O HALE FUND MANAGEMENT LLC, 17 STATE STREET SUITE 3230, NEW YORK, NY 10004-1540  
 16878015 INVESHARE INC, P O BOX 191308, ATLANTA, GA 31119-1308  
 16878016 +IPREO DATA INC, GENERAL POST OFFICE, P O BOX 26886, NEW YORK, NY 10087-6886  
 16878018 IRS, OGDEN, UT 84204  
 16878020 ISC / VENTURE TECH, DEPT 2357 P O BOX 11407, BIRMINGHAM, AL 35246-2357  
 16878019 +ISC / VENTURE TECH, 860 CENTRE STREET, RIDGELAND, MS 39157-4501  
 16878022 +ISC INC, D/B/A VENTURE TECHNOLOGIES, 8680 CONCORD CENTER DR, ENGLEWOOD, CO 80112-7070  
 16878021 ISC INC D/B/A VENTURE TECHNOLOGIES, P O BOX 11407, DEPT 2357, BIRMINGHAM, AL 35246-2357  
 16878025 +ITO LAW GROUP LLC, ATTN PETER W ITO ESQ, COUNSEL TO EPC SERVICES COMPANY, 1550 LARIMER STREET SUITE 667, DENVER, CO 80202-1602  
 16878026 +ITZA KRISTINE, 4217 E HOMESTEAD RIM, BOISE, ID 83716-7142  
 16878029 +J M TRUCKING INC, 800 AVE O, ELY, NV 89301-2921  
 16878030 +J M TRUCKING INC, ATTN TONY LOCKE, 800 AVENUE O, ELY, NV 89301-2921  
 16878033 +JACOBI CARBONS INC, 432 MCCORMICK BOULEVARD, COLUMBUS, OH 43213-1525  
 16878035 +JACOBS ENGINEERING GROUP INC, P O BOX 7084, PASADENA, CA 91109-7084  
 16878034 +JACOBS ENGINEERING GROUP INC, ATTN TODD HABA, P O BOX 7084, PASADENA, CA 91109-7084  
 16878036 +JACOBS FIELD SERVICES NORTH AMERICA INC, 717 17TH STREET SUITE 2400, DENVER, CO 80202-3316  
 16878038 +JAILHOUSE MOTEL CASINO, 211 5TH STREET, ELY, NV 89301-1581  
 16878041 +JAMES JASON, P O BOX 612, CARLIN, NV 89822-0612  
 16878047 +JBR ENVIRONMENTAL CONSULTANTS INC, 8160 S HIGHLAND DR, SANDY, UT 84093-6492  
 16878048 +JCR DEVELOPMENT LLC, P O BOX 151861, ELY, NV 89315-1212  
 16878051 +JENKINS RON, 9 CARSON CT, ELY, NV 89301-2034  
 16878053 +JENNIFER TOBIN DBA JTOWIN CONSULTING LTD, 321 DOGWOOD STREET, PARKVILLE, BC V9P 1E1 CANADA  
 16878055 +JERRY PANKOW, 682 PARKER AVENUE, ELY, NV 89301-1757  
 16878056 +JERRY PANKOW, 682 PARKER AVENUE, ELY, NV 89301-1757  
 16878057 +JH INTERIORS, 1107 FAIR OAKS AVE SOUTH, PASADENA, CA 91030-3311  
 16878058 +JM ENGINEERING JAMES MCGRAW, 344 JOHN DIETSCH BLVD 10, NORTH ATTLEBORO, MA 02763-1073  
 16878059 +JMC INSTRUMENTS CONTROLS, 1755 SEQUOIA VISTA CIRCLE BLDG 3H, SALT LAKE CITY, UT 84104-5153  
 16878060 +JOHN ASCUAGA'S NUGGET, 1100 NUGGET AVE, SPARKS, NV 89431-5750  
 16878063 +JOHN WILLIAMS DBA SCHELL CREEK SAFETY, 1317 AVE G, ELY, NV 89301-2536  
 16878065 +JOHNSON PERNECIA, SILVER STATE JANITOR, P O BOX 912, EUREKA, NV 89316-0912  
 16878068 +JORDAN RONNY, HC 33 BOX 33070, ELY, NV 89301-9401  
 16878069 JOSHUA JOSEPH, 850 LINDA VISTA DR, GLOBE, AZ 85501-1550  
 16878070 +JOUNSON PERNECIA, P O BOX 912, EUREKA, NV 89316-0912  
 16878071 +JRH ADMINISTRATIVE SERVICES, P O BOX 1236, ELKO, NV 89803-1236  
 16878072 +JTOBIN CONSULTING LTD, 321 DOGWOOD STREET, PARKVILLE, BC V9P 1E1 CANADA  
 16878074 +KACZMAREK ANDREW F, 3175 SNOW TRILLIUM WAY, EVERGREEN, CO 80439-9204  
 16878075 +KAMAN INDUSTRIAL TECHNOLOGIES, 1 VISION WAY, BLOOMFIELD, CT 06002-5321  
 16878076 +KAPPES CASSIDAY ASSOCIATES, 7950 SECURITY CIRCLE, RENO, NV 89506-1995  
 16878077 +KARR TUTTLE CAMPBELL, 701 FIFTH AVENUE SUITE 3300, SEATTLE, WA 98104-7055  
 16878078 +KAUTZ ENVIRONMENTAL CONSULTANTS, 1140 FINANCIAL BLVD STE 100, RENO, NV 89502-2349  
 16878079 +KB DRILLING CO INC, 58 LAXALT DRIVE, MOUND HOUSE, NV 89706-7760  
 16878080 +KB DRILLING CO INC, 58 LAXALT DRIVE, MOUNDHOUSE, NV 89706-7760  
 16878081 +KDSS 92 7 FM, 466 AULTMAN ST, ELY, NV 89301-1551  
 16878082 KEESAL YOUNG LOGAN, ATTN TERRY ROSS, DAVID PIPER, STEFAN PER, COUNSEL TO JACOBS FIELD SERVICES NORTH A, 400 OCEANGATE, P O BOX 1730, LONG BEACH, CA 90801-1730  
 16878083 +KELLY ERNEST, P O BOX 151942, ELY, NV 89315-1213

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16878085 +KEN'S REPRODUCTIONS LLP, 7304 S ALTON WAY 3H, CENTENNIAL, CO 80112-2314  
 16878084 +KENNY ELECTRIC, 595 QUIVAS STREET, DENVER, CO 80204-4915  
 16878087 +KEYSTATE CORPORATE MANAGEMENT, P O BOX 50401, HENDERSON, NV 89016-0401  
 17021010 +KG Mining (Bald Mountain) Inc., 5075 S. Syracuse Street, Ste 800, Denver, CO 80237-2712  
 16878088 +KIEDING OFFICE ARCHITECTS, 501 S CHERRY STREET, GLENDALE, CO 80246-1325  
 16878090 +KLAAS REALTY LLC, ATTN TARA M KLAAS, 643 AULTMAN STREET, ELY, NV 89301-1556  
 16878091 +KLEIN NATHANIEL, C/O HALE PARTNERS, 17 STATE STREET SUITE 3230, NEW YORK, NY 10004-1540  
 16878094 KPMG LLP, ATTN NJ NORM MAYR, P O BOX 4348 STATION A, TORONTO, ON M5W 7A6 CANADA  
 16878093 KPMG LLP, 333 BAY STREET SUITE 4600, TORONTO, ON M5H 2S5 CANADA  
 16878096 KPMG LLP, P O BOX 4348, STATION A, TORONTO, ON M5W 7A6 CANADA  
 16878092 KPMG LLP VANCOUVER, ATTN GUY ELLIOT, P O BOX 4348 STATION A, TORONTO, ON M5W 7A6 CANADA  
 16878099 +LA PERKS PLUMBING HEATING, 765 E GREG STREET SUITE 103, SPARKS, NV 89431-7133  
 16878100 +LA QUINTA INN SUITES, 1591 GREAT BASIN BLVD, ELY, NV 89301-3136  
 16878103 +LAMONTE J DUFFY, P O BOX 1227, LOVELOCK, NV 89419-1227  
 16878104 +LANE ASSOCIATES INC, 10165 W 21ST AVE, LAKEWOOD, CO 80215-1403  
 16878105 +LAQUINTA INN SUITES, 1591 GREAT BASIN BLVD, ELY, NV 89301-3136  
 16878106 +LARKSPUR ASSOCIATES LLC, 8100 E MAPLEWOOD AVE STE 210, GREENWOOD VILLAGE, CO 80111-4806  
 16877552 ++LARS H FULLER ESQ, BAKER & HOSTETTLER LLP, 1801 CALIFORNIA ST SUITE 4400, DENVER CO 80202-2662  
 (address filed with court: BAKER HOSTETTLER LLP, ATTN LARS H FULLER, COUNSEL TO MARY ANN, AND THE SCHMIDT FAMILY MINING PARTNERSHI, 1801 CALIFORNIA STREET SUITE 4400, DENVER, CO 80202)  
 16878107 +LARSON BUSHELL LLC, 1660 LINCOLN ST STE 1700, DENVER, CO 80264-1700  
 16878108 +LARSON JEFF, 774 AESOP DRIVE, SPRING CREEK, NV 89815-7065  
 16878110 LAWSON SCOTT A, 1408 SOUTH KAHUNA DR, SPOKANE, WA 99212-3258  
 16878112 LEAF DOLPHIN CAPITAL CORP, P O BOX 644006, CINCINNATI, OH 45264-4006  
 16878113 +LEDCOR CMI INC, 5370 KIETZKE LANE SUITE 204, RENO, NV 89511-2059  
 16878114 +LEDCOR CMI INC, ATTN BRYAN ATWATER, 5370 KIETZKE LANE, SUITE 204, RENO, NV 89511-2059  
 16846555 +LEDCOR CMI INC., ATTN: TOM LOFARO, SENIOR VP., LEGAL, 5370 KIETZKE LANE, SUITE 204, RENO, NV 89511-2059  
 16878116 +LEGEND INC, 988 PACKER WAY, SPARKS, NV 89431-6441  
 16878117 +LEICA GEOSYSTEMS INC, 5051 SOUTH PEACHTREE CORNERS CIR., SUITE 250, NORCROSS, GA 30092-2592  
 16878119 +LEMICH MIKE, P O BOX 150011, ELY, NV 89315-0011  
 16878120 +LENOVO UNITED STATES INC, P O BOX 634055, PITTSBURGH, PA 15264-3055  
 16878122 +LEXISNEXUS, 9443 SPRINGBORO PIKE, MIAMISBURG, OH 45342-5490  
 16878123 +LHOIST NORTH AMERICAN OF ARIZONA, 3700 HULEN STREET, FORT WORTH, TX 76107-6816  
 16878125 +LIONEL SAWYER COLLINS, 6450 SPRING MOUNTAIN RD STE 14, LAS VEGAS, NV 89146-8836  
 16878126 +LJB MINERAL SERVICES LLC, 6234 HARVARD LANE, HIGHLANDS RANCH, CO 80130-3771  
 16878127 +LOWE STEVEN, 23 RODGER CT, TOWNSEND, MT 59644-9645  
 16878128 +LUND COMBINED SCHOOL, P O BOX 129, LUND, NV 89317-0129  
 16878130 LUSKIN STERN EISLER LLP, RICHARD STERN MATTHEW O' DONNELL, 11 TIMES SQUARE, 8TH AVENUE 41ST STREET, NEW YORK, NY 10036  
 16878129 +LUSKIN STERN EISLER LLP, ATTN RICHARD STERN AND ALEX TALESNICK, COUNSEL TO COMMONWEALTH BANK OF AUSTRALI, ELEVEN TIMES SQUARE, NEW YORK, NY 10036-6600  
 16878131 +LUTHERAN COMMUNITY FOUNDATION, 625 FOURTH AVE SOUTH STE 1500, MINNEAPOLIS, MN 55415-1624  
 16878133 +LYONS DUANE AND ANGEL, 403 BELL AVE, HENDERSON, NV 89015-5730  
 16878134 M I LLC, MI SWACO, P O BOX 732135, DALLAS, TX 75373-2135  
 16878135 +M L ENTERPRISES, P O BOX 140014, DUCKWATER, NV 89314-0014  
 16878136 +MACLEAN JOHN ROSS, P O BOX 265, CRESTED BUTTE, CO 81224-0265  
 16878137 +MACLEAN ROSS, P O BOX 265, CRESTED BUTTE, CO 81224-0265  
 16878138 +MADILL JONATHAN, 310 STATION AVENUE, INDIANA, PA 15701-1659  
 16878140 +MARKUS WILLIAMS YOUNG ZIMMERMANN LLC, ATTN DONALD D ALLEN JAMES MARKUS, COUNSEL TO INFATH COMMUNITY FOUNDATION, 1700 LINCOLN ST SUITE 4500, DENVER, CO 80203-4509  
 16878145 +MARSH USA INC, P O BOX 846015, DALLAS, TX 75284-6015  
 16878143 +MARSH USA INC, ATTN DEBI CLEMENTS, P O BOX 846015, DALLAS, TX 75284-6015  
 16878141 +MARSH USA INC, 11001 LAKELINE BLVD, BLDG 1 SUITE 200, AUSTIN, TX 78717-5997  
 16878146 +MARTIN KRYSTAL, 525 W MERCURY STREET, BUTTE, MT 59701-1629  
 16878148 +MASS GROUP, 21601 DEVONSHIRE ST STE 108, CHATSWORTH, CA 91311-8403  
 16878150 +MCANANY RICHARD, P O BOX 1236, ELKO, NV 89803-1236  
 16878151 +MCCAW SCHOOL OF MINES, P O BOX 91208, HENDERSON, NV 89009-1208  
 16878155 +MCDONALD CARANO WILSON LLP, P O BOX 2670, RENO, NV 89505-2670  
 16878156 +MCGILL PTA, P O BOX 1296, MCGILL, NV 89318-1296  
 16878157 +MCGRAW HILL CONSTRUCTION ENR, P O BOX 5729, HARLAN, IA 51593-1229  
 16878158 MCINTOSH JAMIE, HC 33 BOX 33104, ELY, NV 89301-9414  
 16878159 +MCJUNKIN RED MAN CORPORATION, 835 HILLCREST DRIVE, CHARLESTON, WV 25311-1696  
 16878161 MCMaster CARR SUPPLY, PO BOX 7690, CHICAGO, IL 60680-7690  
 16878160 MCMaster CARR SUPPLY CO, ACCOUNTS RECEIVABLE, P O BOX 7690, CHICAGO, IL 60680-7690  
 16878164 +MD NUT AND BOLT, 1440 AVE G, ELY, NV 89301-2537  
 16878166 +MDP ENGINEERING GROUP P C, 1800 GLENARM PLACE STE 800, DENVER, CO 80202-3819  
 16878167 MEDDAUGH PATRICK, 217 ERBES RD APT 208, THOUSAND OAKS, CA 91362-2701  
 16878169 #+MEDIAN COMMUNICATIONS, ATTN CONTROLLER, 200 REGENCY FOREST DRIVE SUITE 110, CARY, NC 27518-8695  
 16878168 MEDIAN COMMUNICATIONS LLC, P O BOX 29976, NEW YORK, NY 10087-9976  
 16878171 +MEEK JAMES N MBA CPA, 3934 N 19TH ST, COEUR D'ALENE, ID 83815-6339  
 16878172 MELANIE CHAN BERARDI, COMPUTERSHARE RELATIONSHIP MANAGER, 510 BURRARD STREET 3RD FLOOR, VANCOUVER, BC V6C 3B9 CANADA  
 16878174 MERCER CANADA LIMITED, 161 BAY ST P O BOX 501, TORONTO, ON M5J 2S5 CANADA  
 16878176 +METAL RESEARCH CORP, 3811 NORTH 3500 EAST, KIMBERLY, ID 83341-5066  
 16878177 +METAL RESERACH CORP, 3811 NORTH 3500 EAST, KIMBERLY, ID 83341-5066



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16878179 +METALOR USA REFINING CORP, 255 JOHN L DIETSCH BLVD, NORTH ATTLEBORO, MA 02763-1069  
 16878178 METALOR USA REFINING CORP, 225 JOHN L DIETSCH BOULEVARD, NORTH ATTLEBORO, MA 02763  
 16878180 +METALS RESEARCH CORP, 3811 NORTH 3500 EAST, KIMBERLY, ID 83341-5066  
 16878182 METLIFE GROUP BENEFITS, P O BOX 804466, KANSAS CITY, MO 64180-4466  
 16878181 +METLIFE GROUP BENEFITS, 635 MARYVILLE CENTRE DRIVE, SUITE 210, ST LOUIS, MO 63141-5823  
 16878183 +MG POINT LLC, 4643 S ULSTER ST SUITE 1500, DENVER, CO 80237-2869  
 16878184 +MG POINT LLC, C/O VECTOR PROPERTY SERVICES LLC, 4643 S ULTERS ST SUITE 1500, DENVER, CO 80237-2869  
 16878185 MICHAEL A CLARK TRUCKING, P O BOX 27043, SALT LAKE CITY, UT 84127-0043  
 16878187 +MICRO WORKS COMPUTER CENTER, 204 ANDOVER ST, ANDOVER, MA 01810-5702  
 16878188 +MICROSOFT CORPORATION, P O BOX 842103, DALLAS, TX 75284-2103  
 16878189 +MIDWAY EXPLORATION LLC, 8310 SOUTH VALLEY HIGHWAY SUITE 280, ENGLEWOOD, CO 80112-5732  
 16878191 +MIDWAY GOLD ROCK MINE CO, 8310 SOUTH VALLEY HIGHWAY SUITE 280, ENGLEWOOD, CO 80112-5732  
 16878193 +MIDWAY HOLDING CORP, 8310 SOUTH VALLEY HIGHWAY SUITE 280, ENGLEWOOD, CO 80112-5732  
 16878194 +MIDWAY PAN MINE CO, 8310 SOUTH VALLEY HIGHWAY SUITE 280, ENGLEWOOD, CO 80112-5732  
 16878195 +MILL MAN STEEL INC, 1441 WAZEE STREET 104, DENVER, CO 80202-5912  
 16878197 +MILLER GLOBAL, 4643 SOUTH ULSTER ST STE 1500, DENVER, CO 80237-2889  
 16878198 MILLER THOMPSON LLP, 840 HOWE STREET SUITE 1000, VANCOUVER, BC V6Z 2M1 CANADA  
 16878199 MILLER THOMSON LLP, ATTN PETER J G MCARTHUR, ROBSON COURT, 1000 840 HOWE STREET, VANCOUVER B C V6Z 2M1 CANADA  
 16878200 MILLER THOMSON LLP, ATTN PETER J MCARTHUR, ROBSON COURT 1000 840 HOWESTREET, VANCOUVER, BC V6Z 2M1 CANADA  
 16878201 +MINE SERVICES LLC, 8310 SOUTH VALLEY HIGHWAY SUITE 280, ENGLEWOOD, CO 80112-5732  
 16878202 +MINERAL RIDGE GOLD LLC, 1515 7TH STREET, ELKO, NV 89801-5084  
 16878203 MINING JOURNAL, 4TH FLOOR VINTNERS PLACE, 68 UPPER THAMES STREET, LONDON EC4V 3BJ UNITED KINGDOM  
 16878204 MINING METALLURGICAL SOCIETY OF AMERIC, P O BOX 810, BOULDER, CO 80306-0810  
 16878205 +MINING TAX PLAN LLC, 6500 S QUEBEC ST STE 300, CENTENNIAL, CO 80111-4674  
 16878208 +MONSEN ENGINEERING INC, 960 SO MAIN, SALT LAKE CITY, UT 84101-2923  
 16878210 +MONTANA DEPARTMENT OF REVENUE, SAM W MITCHELL BUILDING, 125 N ROBERTS 3RD FLOOR, HELENA, MA 59601-4558  
 16878209 MONTANA DEPARTMENT OF REVENUE, P O BOX 6309, HELENA, MT 59604-6309  
 16878212 MONTANA STATE FUND, P O BOX 31477, BILLINGS, MT 59107-1477  
 16878211 +MONTANA STATE FUND, 855 FRONT STREET, HELENA, MT 59601-3842  
 16878213 +MOORE JAMES, 8916 ECHO RIDGE DR, LAS VEGAS, NV 89117-5400  
 16878215 +MOORE MCNEIL LLC, 2002 RICHARD JONES RD A307, NASHVILLE, TN 37215-2866  
 16878216 +MORGAN LEWIS BOCKIUS LLP, 2 PALO ALTO SQ, 3000 EL CAMINO REAL, SUITE 700, PALO ALTO, CA 94306-2117  
 16878219 MOUNTAIN STATES EMPLOYERS COUNCIL INC, P O BOX 539, DENVER, CO 80201-0539  
 16878222 MT WHEELER POWER, 1600 GREAT BASIN BLVD, ELY, NV 89315  
 16878221 MT WHEELER POWER INC, P O BOX 151000, ELY, NV 89315-1000  
 16878224 MULE DEER FOUNDATION, RON BLACKHAM, MCGILL, NV 89318  
 16878227 +MURDOCKS METAL PAINT, 201 HIGH ST, ELY, NV 89301-1521  
 16878228 MUTALE CHRISTIAN, 3993 W MAIN ST APT 13, THATCHER, AZ 85552-5689  
 17463384 Mary Ann Schmidt, 1228 Karth Lake Drive, Arden Hills, MN 55112-5714  
 16878229 +NAE, P O BOX 7515, RENO, NV 89510-7515  
 16878230 +NAEGER XAVIER, 505 COPPER ST 1207, ELKO, NV 89801-4553  
 16878231 +NARVA ENTERPRISES LLC, 8091 SHAFFER PARKWAY, LITTLETON, CO 80127-3716  
 16878232 +NATIONAL CORPORATE RESEARCH, 10 EAST 40TH STREET 10TH FLOOR, NEW YORK, NY 10016-0201  
 16878233 #+NATIONAL EWP INC, 500 MAIN ST, WOODLAND, CA 95695-3434  
 16878234 +NDEP BSDW, 901 S STEWART ST SUITE 4001, CARSON CITY, NV 89701-5249  
 16878235 +NDEP BSDW, NEVADA DEPT OF ENVIRONMENTAL PROTECTION, BUREAU OF WATER POLLUTION CONTROL, 901 S STEWART ST SUITE 4001, CARSON CITY, NV 89701-5249  
 16878238 +NELSON LARRY A, 1267 E KATIE CT, COEUR D'ALENE, ID 83815-9295  
 16878239 NEVADA BELL TELEPHONE COMPANY, P O BOX 5025, CAROL STREAM, IL 60197-5025  
 16878240 +NEVADA BUREAU OF LAND MANAGEMENT, BLM NEVADA STATE OFFICE, 1340 FINANCIAL BLVD, RENO, NV 89502-7147  
 16878242 +NEVADA DEPARTMENT OF TAXATION, P O BOX 52609, PHOENIX, AZ 85072-2609  
 16878243 +NEVADA DEPARTMENT OF TRANSPORTATION, ATTN JOHN OGDEN, 1263 SOUTH STEWART STREET, CARSON CITY, NV 89712-0002  
 16878244 +NEVADA DEPARTMENT OF WILDLIFE, 60 YOUTH CENTER ROAD, ELKO, NV 89801-9501  
 16878245 +NEVADA DEPARTMENT OF WILDLIFE, ATTN MOIRA KOLADA, EASTERN REGION HABITAT BIOLOGIST, 1218 N ALPHA ST, ELY, NV 89301-6610  
 16878246 +NEVADA DEPARTMENT PUBLIC SAFETY, NEVADA STATE FIRE MARSHAL DIVISION, 107 JACOBSEN WAY, CARSON CITY, NV 89701-8545  
 16878253 +NEVADA DEPT OF ENVIRONMENTAL PROTECTION, BUREAU OF WATER POLLUTION CONTROL, 901 S STEWART ST SUITE 4001, CARSON CITY, NV 89701-5249  
 16878251 +NEVADA DEPT OF ENVIRONMENTAL PROTECTION, ATTN TODD SUESSMITH, BUREAU OF MINE REGULATION AND RECLAMATIO, 901 S STEWART STREET 4001, CARSON CITY, NV 89701-5249  
 16878250 +NEVADA DEPT OF ENVIRONMENTAL PROTECTION, ATTN SHAWN GOOCH, BUREAU OF MINE REGULATION AND RECLAMATIO, 901 S STEWART STREET 4001, CARSON CITY, NV 89701-5249  
 16878248 +NEVADA DEPT OF ENVIRONMENTAL PROTECTION, ATTN JEFFREY KINDER, BUREAU OF AIRPOLLUTION CONTROL, 901 S STEWART STREET 4001, CARSON CITY, NV 89701-5249  
 16878247 +NEVADA DEPT OF ENVIRONMENTAL PROTECTION, ATTN JEAN STONE, BUREAU OF WATER QUALITY PLANNING, 901 SOUTH STEWART ST., SUITE 4001, CARSON CITY, NV 89701-5249  
 16878249 +NEVADA DEPT OF ENVIRONMENTAL PROTECTION, ATTN SCOTT CUNNINGHAM, BUREAU OF AIRPOLLUTION CONTROL, 901 S STEWART STREET 4001, CARSON CITY, NV 89701-5249

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| 16878252 | +NEVADA DEPT OF ENVIRONMENTAL PROTECTION, ATTN VALERIE KAUFFMAN, BUREAU OF WASTE MANAGEMENT, 901 SOUTH STEWART STREET SUITE 4001, CARSON CITY, NV 89701-5249 |
| 16878256 | NEVADA DIV OF ENVIRONMENTAL PROTECTION, 901 SOUTH STEWART STREET SUITE 4001, CARSON CITY, NV 89701-5249  |
| 16878257 | +NEVADA DIVISION ENVIRONMENTAL PROTECTION, 901 S STEWART STREET SUITE 4001, CARSONCITY, NV 89701-5249  |
| 16878258 | NEVADA DIVISION OF ENVIRONMENTAL PROTECT, 901 SOUTH STEWART STREET SUITE 4001, CARSON CITY, NV 89701-5249  |
| 16878259 | +NEVADA DIVISION OF MINERALS, 400 W KING STREET SUITE 106, CARSON CITY, NV 89703-4212  |
| 16878260 | +NEVADA DIVISION OF WATER RESOURCES, 901 S STEWART STREET SUITE 2002, CARSON CITY, NV 89701-5250   |
| 16878261 | +NEVADA DIVISION OF WATER RESOURCES, ATTN KEN HAFLEY, 901 S STEWART ST SUITE2002, CARSON CITY, NV 89701-5250   |
| 16878262 | +NEVADA DIVISION OF WATER RESOURCES, ATTN MICHAEL ANDERSON, 901 S STEWART ST SUITE 2002, CARSON CITY, NV 89701-5250  |
| 16878263 | NEVADA DMV, CENTRAL SERVICES RECORDS DIVISION, 555 WRIGHT WAY, CARSON CITY, NV 89711-0700  |
| 16878264 | +NEVADA EMPLOYMENT SECURITY DIVISION, 500 E THIRD STREET, CARSON CITY, NV 89713-0002   |
| 16878265 | +NEVADA FFA FOUNDATION, 700 E FIFTH ST, CARSON CITY, NV 89701-5096   |
| 16878266 | +NEVADA HEALTH CENTERS INC, 3325 RESEARCH WAY 2ND FLOOR, CARSON CITY, NV 89706-7913  |
| 16878268 | +NEVADA MINING ASSOCIATION, 201 W LIBERTY ST STE 300, RENO, NV 89501-2017  |
| 16878271 | +NEVADA RURAL HOUSING AUTHORITY, P O BOX 2688, ELKO, NV 89803-2688   |
| 16878272 | +NEVADA RURAL WATER ASSOCIATION, 363 FIARVIEW DR, CARSON CITY, NV 89701-5303   |
| 16878273 | #+NEVADA STATE DEMOCRATIC PARTY, 6233 DEAN MARTIN DR, LAS VEGAS, NV 89118-3800   |
| 16878274 | +NEVADA U STORE LLC, P O BOX 150472, ELY, NV 89315-0472  |
| 16878275 | +NEW PIG CORP, ONE PORK AVE, TIPTON, PA 16684-9001   |
| 16878276 | +NEW PIG CORPORATION, ONE PORK AVENUE, TIPTON, PA 16684-9001   |
| 16878277 | NEWARK VALLEY MINING CORP, C/O GOLDEN PREDATOR CORPORATION, 888 DUNSMUIR ST SUITE 1100, VANCOUVER, BC V6C 3K4 CANADA   |
| 16878278 | +NEWELL ROGER A, 1781 LARKSPUR DR, GOLDEN, CO 80401-9114   |
| 16878280 | +NEXUSTEK, 7340 EAST CALEY AVENUE SUITE 100, CENTENNIAL, CO 80111-6710   |
| 16878282 | +++NICHOLAS MATTHEW, 2953 N 9TH ST W, ELY NV 89301-1515<br>(address filed with court: NICHOLAS MATTHEW, HC 32, BOX 32216, ELY, NV 89301)                     |
| 16878287 | +NORTH AMERICAN INDUSTRIAL SERVICES INC, 1240 SARATOGA ROAD, BALLSTON SPA, NY 12020-3500   |
| 16878288 | +NORTH STAR SCIENCE AND TECHNOLOGY LLC, P O BOX 438, KING GEORGE, VA 22485-0438  |
| 16878289 | +NORTHWEST MINING ASSOCIATION, 10 N POST ST STE 305, SPOKANE, WA 99201-0722  |
| 16878255 | +NV DEPT OF ENVIRONMENTAL PROTECTION, ATTN TODD SUES SMITH, BUREAU OF MINE, REGULATION AND RECLAMATION, 901 S STEWART ST 4001, CARSON CITY, NV 89701-5249    |
| 16878254 | +NV DEPT OF ENVIRONMENTAL PROTECTION, ATTN SHAWN GOOCH, BUREAU OF MINE REGULATION & RECLAMATION, 901 S STEWART ST 4001, CARSON CITY, NV 89701-5249           |
| 16878292 | NYE COUNTY ASSESSOR, 101 RADAR ROAD, TONOPAH, NV 89049   |
| 16878293 | +NYE COUNTY ASSESSOR, P O BOX 271, TONOPAH, NV 89049-0271  |
| 16878294 | NYE COUNTY RECORDER, 101 RADAR RD, TONOPAH, NV 89301   |
| 16878296 | +NYE COUNTY SCHOOL DISTRICT, P O BOX 113, TONOPAH, NV 89049-0113   |
| 16878298 | +NYE COUNTY TREASURER, P O BOX 473, TONOPAH, NV 89049-0473   |
| 16878297 | NYE COUNTY TREASURER, 101 RADAR ROAD, TONOPAH, NV 89049  |
| 16878299 | NYSE MARKET INC, BOX 223695, PITTSBURGH, PA 15251-2695   |
| 16878307 | +O'FLAHERTY PLUMBING HEATING, 965 PINOCHE HWY, ELY, NV 89301-3135  |
| 16878308 | +O'FLAHERTY RENTALS LLC, 965 PINOCHE HWY, ELY, NV 89301-3135   |
| 16878309 | +O'FLAHERTY RENTALS LLC, 965 PIOCHE HIGHWAY, ELY, NV 89301-3135  |
| 16878311 | +O'KEEFE DRILLING COMPANY, P O BOX 3810, BUTTE, MT 59702-3810  |
| 16878300 | +OFFICE FURNITURE EXCHANGE INC, 257 WEST 500 SOUTH, SALT LAKE CITY, UT 84101-2310  |
| 16878302 | +OFFICE OF THE UNITED STATES TRUSTEE, ATTN PATRICK S LAYNG, BRYON G ROGERS FEDERAL BUILDING, 1961 STOUT STREET SUITE 12-200, DENVER, CO 80294-6004           |
| 16878303 | +OFFICE PRO INC, 121 FREEPORT CIRCLE, FALLON, NV 89406-2823  |
| 16878304 | +OFFICE PRODUCTS INC, 121 FREEPORT CIRCLE, FALLON, NV 89406-2823   |
| 16878305 | OFFICES FOR LESS, 8141 N I 70 FRONTAGE ROAD SUITE 4, ARVADA, CO 80002-3000   |
| 16878306 | +OFFICES FOR LESS, 8141 N I 70 FRONTAGE ROAD, ARVADA, CO 80002-4404  |
| 16878310 | +OGM RESERVES LLC, 11124 W PACIFIC CT, LAKEWOOD, CO 80227-1911   |
| 16878312 | +OLIO CRANE GROUP LLC, 451 WEST 3440 SOUTH, SALT LAKE CITY, UT 84115-4227  |
| 16878314 | +ONSAGER GUYERSON FLETCHER JOHNSON, ATTN CHRISTIAN C ONSAGER, COUNSEL TO METALORUSA REFINING CORP, 1801 BROADWAY SUITE 900, DENVER, CO 80202-3858            |
| 16878315 | +ONSAGER GUYERSON FLETCHER JOHNSON, ATTN MICHAEL J GUYERSON, COUNSEL TO GUSTAVSON ASSOCIATES LLC, 1801 BROADWAY SUITE 900, DENVER, CO 80202-3858             |
| 16878316 | ORACLE AMERICA INC, P O BOX 203448, DALLAS, TX 75320-3448  |
| 16878318 | +ORE MAX, P O BOX 23666, PORTLAND, WA 97281-3666   |
| 16878317 | +ORE MAX A DIVISION OF WADE RAIN INC, C/O BROWNSTEIN RASK LLP, ATTN SCOTT L JENSEN ESQ, 1200 SW MAIN STREET, PORTLAND, OR 97205-2040                         |
| 16878322 | +ORR WILLIAM, 4118 N 21ST ST, COEUR D'ALENE, ID 83815-9685   |
| 16878323 | OSLER HOSKIN HARCOURT LLP, 1 FIRST CANADIAN PLACE P O BOX 50, TORONTO, ON M5X 1B8 CANADA   |
| 16878324 | +P G MORROS INC, 1455 VIEW CREST CT, RENO, NV 89511-7520   |
| 16878326 | +PACIFIC PUBLISHING CO INC, 1022 GRASS VALLEY ROAD, WINNEMUCCA, NV 89445-4045  |
| 16878328 | +PACKGEN, P O BOX 1970, AUBURN, AL 04211-1970  |
| 16878329 | PADILLA DARREL, 11872 MAGLIANA ST, LAS VEGAS, NV 89183-5533  |
| 16878330 | +PALLETTS OF UTAH INC, 390 WEST 1700 SOUTH, LOGAN, UT 84321-8212   |
| 16878331 | +PANKOW JERRY, 682 PARKER AVERNUE, ELY, NV 89301-1757  |
| 16878332 | +++PANKOW JERRY, 3027 N 48TH ST W, ELY NV 89301-1856<br>(address filed with court: PANKOW JERRY, HC32 BOX 32124, ELY, NV 89301)                              |
| 16878334 | +PARALLEL LINES STUDIO LLC, 786 PINE STREET, ELY, NV 89301-1957  |
| 16878335 | +PARBERRY LAWRENCE C, 5926 E JAMISON PL, CENTENNIAL, CO 80112-2475   |
| 16878337 | +PARR BROWN GEE LOVELESS, P O BOX 11019, SALT LAKE CITY, UT 84147-0019   |

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16878336 +PARR BROWN GEE LOVELESS, ATTN DAN JENSEN, P O BOX 11019, SALT LAKE CITY, UT 84147-0019  
16878338 +PARSONS BEHLE LATIMER, 201 SOUTH MAIN STREET STE 1800, SALT LAKE CITY, UT 84111-2218  
16878339 +PASSPORT HEALTH COLORADO, 405 URBAN ST STE 320, LAKEWOOD, CO 80228-1222  
16878343 +PATTON THOMAS C, P O BOX 2389, MAPLE FALLS, WA 98266-2389  
16878346 PAYCHEX INC, 9 E RIVER PARK PL E STE 210, FRESNO, CA 93720-1530  
16878347 +PAYCOM PAYROLL LLC, 7501 W MEMORIAL, OKLAHOMA CITY, OK 73142-1404  
16878349 PAYWORKS, 1565 WILLSON PLACE, WINNIPEG, MB R3T 4H1 CANADA  
16878350 +PCAOB, P O BOX 418631, BOSTON, MA 02241-8631  
16878351 +PEAKALIGNMENT, 13249 LOST LAKE WAY, BROOMFIELD, CO 80020-5589  
16878352 +PEART BRIAN, 1377 MILL ST, ELY, NV 89301-2116  
16878353 ++++PENHALL COMPANY, 320 N CRESCENT WAY, ANAHEIM CA 92801-6752  
(address filed with court: PENHALL COMPANY, 1801 Penhall Way, Anaheim, CA 92801)  
16878356 +PERFORMANCE ASSOCIATES INTERNATIONAL, 10195 NORTH ORACLE ROAD, SUITE 105,  
TUCSON, AZ 85704-8750  
16878354 +PERFORMANCE ASSOCIATES INTERNATIONAL, 10195 NORTH ORACLE ROAD SUITE 105,  
TUCSON, AZ 85704-8750  
16878357 PERKINELMER HEALTH SCIENCES, 13633 COLLECTIONS CENTER DR, CHICAGO, IL 60693-3685  
16878358 +PERKINS COIE LLP, ATTN CRAIG M J ALLELY, COUNSEL TO HALE CAPITAL PARTNERS,  
1900 16TH STREET SUITE 1400, DENVER, CO 80202-5255  
16878359 +PERNECIA JOHNSON, P O BOX 912, EUREKA, NV 89316-0912  
16878361 +PERSHING COUNTY RECORDER, P O BOX 736, LOVELOCK, NV 89419-0736  
16878360 +PERSHING COUNTY RECORDER, 398 MAIN STREET, LOVELOCK, NV 89419  
16878362 +PERSHING COUNTY TREASURER, 398 MAIN STREET, P O BOX 820, LOVELOCK, NV 89419-0820  
16878364 +PHILIP ENTERPRISES LLC, 2501 BRAUN DRIVE, GOLDEN, CO 80401-2139  
16878365 +PHOENIX PLASTICS INC, 1482 STONEWOOD COURT, SAN PEDRO, CA 90732-1543  
16878366 +PIONEER IT SERVICES LLC, 12513 E PACIFIC CIRCLE STE A, AURORA, CO 80014-5360  
16878367 +PIONEER URGENT FAMILY CLINIC, 160 12TH ST, ELKO, NV 89801-4002  
16878370 +PITNEY BOWES, P O BOX 371887, PITTSBURGH, PA 15250-7887  
16878369 +PITNEY BOWES, P O BOX 371874, PITTSBURGH, PA 15250-7874  
16878373 +POSTAL PALACE TOWNHOMES LLC, 501 AULTMAN ST, ELY, NV 89301-1578  
16878375 +PRAXAIR DISTRIBUTION INC, 2301 SE CREEKVIEW DRIVE, ANKENY, IA 50021-8500  
16878376 #PRECIOUS METALS SUMMIT CONFERENCE, 1660 LINCOLN ST STE 2250, DENVER, CO 80264-2201  
16878377 +PRECISION AIR CARGO INC, 14155 E 42ND AVENUE SUITE 80, DENVER, CO 80239-4982  
16878381 PRICEWATERHOUSECOOPERS LLP, 18 YORK ST STE 2600, TORONTO, ON M5J 0B2 CANADA  
16878382 +PRIMAL WEAR INC, 7700 CHERRY CREEK S DRIVE STE 106, DENVER, CO 80231-3235  
16878383 +PRINCIPAL FINANCIAL GROUP, 111 WEST STATE ST, MASON CITY, IA 50401-3161  
16878384 +PROCOPIO CORY HARGREAVES SAVITCH LLP, ATTN G P KENNEDY, P J GIANCINTI,  
COUNSEL TO LEDCOR CMI INC, 525 'B' STREET SUITE 2200, SAN DIEGO, CA 92101-4474  
16878385 +PROSPECTOR ENTERPRISES OF ELY LLC, 1501 E AULTMAN ST, ELY, NV 89301-2599  
16878387 PROVANTAGE CORPORATION, 7576 FREEDOM AVE NW, NORTH CANTON, OH 44720-6902  
16878388 +PROVIDENT CONSTRUCTION INC, 12424 E WEAVER PLACE, CENTENNIAL, CO 80111-5663  
16878389 +PROVIDENT CONSTRUCTION INC, 12424 EAST WEAVER PLACE, CENTENNIAL, CO 80111-5663  
16878390 #+PS INSTALLATIONS INC, 3857 STEELE STREET UNIT C, DENVER, CO 80205-3673  
16878391 PUBLIC COMPANY ACCOUNTING OVERSIGHT BOAR, P O BOX 418631, BOSTON, MA 02241-8631  
16878392 +PUMPS PLUS INC, 609 S TAYLOR AVE UNIT B, LOUISVILLE, KY 80027-3091  
16878393 +PURE WATER DYNAMICS INC, 30 KALAMATH ST, DENVER, CO 80223-1550  
16878394 Q'PIT INC, P O BOX 400, KINGSTON, ON K7P 2N6 CANADA  
16878395 +QUANTUM ELECTRIC LLC, 1070 SILVER ST, ELKO, NV 89801-3937  
16878397 QUEST DIAGNOSTICS, P O BOX 740709, ATLANTA, GA 30374-0709  
16878398 +QUICK SPACE, P O BOX 7417, RENO, NV 89510-7417  
16878399 QUILL CORPORATION, P O BOX 37600, PHILADELPHIA, PA 19101-0600  
16878402 +RAINTREE CONSTRUCTION LLC, P O BOX 281707, LAMOILLE, NV 89828-1707  
16878404 +RAM ENTERPRISES INC, 1225 W MAIN STREET, ELKO, NV 89801-3603  
16878405 +RAMADA INN, 805 GREAT BASIN BLVD, ELY, NV 89301-2071  
16878406 +RANDALL STOEVERT, D/B/A RS GOLD LLC, 331 FAIRGROVE DR, SPRING CREEK, NV 89815-7136  
16878407 +RAPIDSPACE/QUICK SPACE, P O BOX 7417, RENO, NV 89510-7417  
16878410 RBC DOMINION SECURITIES INC, P O BOX 50, TORONTO, ON M5J 2W7 CANADA  
16878409 RBC DOMINION SECURITIES INC, 200 BAY STREET ROYAL BANK PLAZA, TORONTO, ON M5J 2W7 CANADA  
16878411 RDI RESOURCE DEVELOPMENT INC, 11475 WEST I-70 FRONTAGE RD NORTH, WHEAT RIDGE, CO 80033  
16878413 +REDI SERVICES LLC, 225 WEST OWEN STREET, P O BOX 310, LYMAN, WY 82937-0310  
16878414 +REDI SERVICES LLC, P O BOX 310, LYMAN, WY 82937-0310  
16878416 +REED RANCHING CO, HC 30 340, SPRING CREEK, NV 89815-9705  
16878417 +REESE RIVER HYDROLOGIC, 385 JILLIAN DRIVE, BATTLE MOUNTAIN, NV 89820-1305  
16878418 +REESE RIVER HYDROLOGIC, JAY ROBER FISCHER, 385 JILLIAN DR, BATTLE MOUNTAIN, NV 89820-1305  
16878419 REKER NV, BARON A D'HUARTLAAN 227, 1950 KRAAINEM BELGIUM  
16878421 +RESOURCE CONCEPTS INC, 340 N MINNESOTA ST, CARSON CITY, NV 89703-4152  
16878422 +RESOURCE CONCEPTS INC, 340 NORTH MINNESOTA STREET, CARSON CITY, NV 89703-4152  
16878423 +RESOURCE CONCEPTS INC, ATTN KATHY SYLVIA, 340 N MINNESOTA ST, CARSON CITY, NV 89703-4152  
16878424 +RESOURCE EVALUATION INC, 1955 W GRANT RD SUITE 125X, TUCSON, AZ 85745-1471  
16878425 REVOLVE MARKETING INC, 430 609 GRANVILLE ST, VANCOUVER, BC V7Y 1G5 CANADA  
16878426 #+RICHARD HOWE, 945 AVENUE K 1, ELKO, NV 89301-2710  
16878429 +RIGBY SHARON R, P O BOX 427, ELKO, NV 89803-0427  
16878430 RIVET SOFTWARE INC, 4683 CHABOT DR STE 260, PLEASANTON, CA 94588-3829  
16878431 +RK PAYROLL SERVICES, 8081 ARCO CORPORATE DRIVE SUITE 200, RALEIGH, NC 27617-2042  
16878432 +RK PAYROLL SOLUTIONS INC, 8081 ARCO CORPORATE DRIVE, SUITE 200, RALEIGH, NC 27617-2042  
16878434 +ROBERT LINNELL DBA LINNELL ELECTRIC, 90 AULTMAN ST, ELY, NV 89301-1543  
16878436 +ROCKY MOUNTAIN ELK FOUNDATION, 906 BRONCO DR, SPRING CREEK, NV 89815-7446  
16878437 +ROCKY MOUNTAIN RESERVE, P O BOX 631458, LITTLETON, CO 80163-1458  
16878438 +RODEO CREEK GOLD INC, 905 RAILROAD ST STE 204, ELKO, NV 89801-3815  
16878440 +ROGER A NEWELL, 1781 LARKSPUR DRIVE, GOLDEN, CO 80401-9114

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16878442 RONAN DESIGN GROUP, 9055 EAGLE CLIFF RD, CONIFER, CO 80433-9038  
16878444 ROSCOE MOSS MANUFACTURING CO, 4300 WORTH STREET, LOS ANGELES, CA 90063  
16878445 ROSCOE POSTLE ASSOCIATES INC, 55 UNIVERSITY AVENUE, SUITE 501, TORONTO, ON M5J 2H7 CANADA  
16878446 +ROSENER TIMOTHY, DBA 4J FABRICATION, P O BOX 74, EUREKA, NV 89316-0074  
16878447 +ROSENER TIMOTHY, P O BOX 74, EUREKA, NV 89316-0074  
16878450 +ROWE DAVE, 5900 FEEDLOT RD, WINNEMUCCA, NV 89445-9630  
16878451 +ROXANNE MERRILL, DBA PORTER MERRILL, 1050 LAMOILLE HWY, ELKO, NV 89801-4355  
16878453 ROYAL BANK OF CANADA, P O BAG SERVICE 2650, CALGARY, AB T2P 2M7 CANADA  
16878452 ROYAL BANK OF CANADA, 144 4TH AVENUE SW, CALGARY, AB T2P 3N4 CANADA  
16878454 +ROYSTON RAYZOR VICKERY WILLIAMS L L P, ATTN BRUCE B KEMP, COUNSEL TO CYANCO COMPANY LLC,  
1600 SMITH SUITE 5000, HOUSTON, TX 77002-7380  
16878455 +RPA ADVISORS LLC, 45 EISENHOWER DRIVE, PARAMUS, NJ 07652-1425  
16878456 RR DONNELLEY CANADA INC, C/O T1022 P O BOX 10022, TORONTO, ON M5W 2B1 CANADA  
16878457 #+RS GOLD LLC, ATTN RANDALL STOEBERL, 331 FAIRGROVE DRIVE, SPRING CREEK, NV 89815-7136  
16878458 +RUBY MOUNTAIN NATURAL SPRING WATER, HC 30 340, SPRING CREEK, NV 89815-9705  
16878460 +RUTH VOLUNTEER FIRE DEPARTMENT, P O BOX 402, RUTH, NV 89319-0402  
16878461 +RYAN LLC, 13155 NOEL ROAD STE 100, DALLAS, TX 75240-5050  
16878462 +SABOL AND RICE INC, 1834 SOUTH 900 W, SALT LAKE CITY, UT 84104-1720  
16878463 SADHRA CHOW LLP, 789 WEST PENDER STREET, VANCOUVER, BC V6C 1H2 CANADA  
16878464 SADHRA CHOW LLP, ATTN HANNAH CHOW, 789 WEST PENDER STREET, VANCOUVER, BC V6C 1H2 CANADA  
16878465 +++SAFE AND SOBER GRAD NIGHT, 953 E 145TH ST N, ELY NV 89301-6639  
(address filed with court: SAFE AND SOBER GRAD NIGHT, HC 33 BOX 33511, ELY, NV 89301)  
16878466 +SAFECHOICE OCCUPATIONAL SCREENING INC, P O BOX 1525, EASTLAKE, CO 80614-1525  
16878467 SAFEGUARD BUSINESS SYSTEMS, P O BOX 88043, CHICAGO, IL 60680-1043  
16878468 +SAFETY FIRST TRAINING AND CONSULTING, P O BOX 1420, ELKO, NV 89803-1420  
16878469 +SALT LAKE WINDUSTRIAL, 627 WEST 3900 SOUTH SUITE C 2, SALT LAKE CITY, UT 84123-1317  
16878471 +SANITARY SEPTIC SERVICE, 1410 AVENUE L, ELY, NV 89301-2823  
16878472 +SANITARY SEPTIC SERVICE, P O BOX 151555, ELY, NV 89315-1206  
16878473 +SAPPINGTON STEVE, 5885 BROOKS DRIVE, WINNEMUCCA, NV 89445-6151  
16878477 SAWYER REBECCA A, 4039 E CHEERY LYNN RD UNIT 2, PHOENIX, AZ 85018-6490  
16878480 SCHMIDT FAMILY MINING PARTNERSHIP LLC, 1801 CALIFORNIA ST STE 4400, DENVER, CO 80202-2662  
16878481 +SCHMIDT FAMILY MINING PARTNERSHIP LLC, 5388 SOUTH ELK RIDGE ROAD, EVERGREEN, CO 80439-7645  
16878482 +SCHMIDT PAUL G, 5388 SO ELK RIDGE RD, EVERGREEN, CO 80439-7645  
16878483 +SCHULTE ROTH ZABEL LLP, 919 THIRD AVE, NEW YORK, NY 10022-3921  
16878488 +SECURITIES EXCHANGE COMMISSION, 100 F STREET NE, WASHINGTON, DC 20002-4224  
16878489 +SECURITIES EXCHANGE COMMISSION, 100 F STREET NE, WASHINGTON, DC 20002-4224  
16878492 +SEWARD KISSEL LLP, ONE BATTERY PARK PLAZA, NEW YORK, NY 10004-1485  
16878493 +SHEARMAN STERLING LLP, 599 LEXINGTON AVE, NEW YORK, NY 10022-6069  
16878494 SHELL FLEET PLUS PROCESSING CENTER, P O BOX 183019, COLUMBUS, OH 43218-3019  
16878498 +SHERIDAN ROSS P C, 1560 BROADWAY STE 1200, DENVER, CO 80202-5145  
16878499 +SHERIDAN ROSS PC, 1560 BROADWAY STE 1200, DENVER, CO 80202-5145  
16878500 +SIERRA ENVIRONMENTAL MONITOR, 1135 FINANCIAL BLVD, RENO, NV 89502-2348  
16878502 +SIERRA ENVIRONMENTAL MONITORING INC, ATTN CATHY WELCH, 1135 FINANCIAL BLVD,  
RENO, NV 89502-2348  
16878504 +SIGNS BY TOMORROW, 3595 AIRWAY DR STE 403, RENO, NV 89511-1845  
16878505 +SILVER STATE JANITORIAL, ATTN PERNECIA JOHNSON, PO BOX 912, EUREKA, NV 89316-0912  
16878507 +SKURSKI MIKE, 6784 OLYMPUS DRIVE, EVERGREEN, CO 80439-5312  
16878508 +SLATER SEEDING, P O BOX 817, ELKO, NV 89803-0817  
16878512 +SME, 12999 E ADAM AIRCRAFT CIRCLE, ENGLEWOOD, CO 80112-4167  
16878510 SME COLORADO MPD, C/O GILL PORTER, EVERGREEN, CO 80437  
16878511 SME COLORADO SECTION, C/O WILLIAM R WILSON TREASURER SME CO, ARVADA, CO 80005-1257  
16878513 +SMITH FINANCIAL CONSULTING INC, 2788 E JAMISON AVE, CENTENNIAL, CO 80122-3324  
16878514 +SMITH RACHEL, 2788 E JAMISON AVE, CENTENNIAL, CO 80122-3324  
16878518 +SNELL WILMER L L P, ATTN VIRGINIA L OLMSTEAD, COUNSEL TO ROSCOE MOSS MANUFACTURING CO,  
1200 17TH STREET SUITE 1900, DENVER, CO 80202-5854  
16878519 +SNELL WILMER LLP, ATTN BRIAN P GAFFNEY ESQ, COUNSEL TO ROSCOE MOSS MANUFACTURING CO,  
1200 17TH STREET SUITE 1900, DENVER, CO 80202-5854  
16878520 SOFTCHOICE CORPORATION, 173 DUFFERIN STREET SUITE 200, TORONTO, ON M6K 3H7 CANADA  
16878521 +SOLENIS LLC, 500 HERCULES ROAD, WILMINGTON, DE 19808-1513  
16878522 +SOLUTIONS II INC, 8822 S RIDGELINE BLVD 205, LITTLETON, CO 80129-2334  
16878524 +SOUTHWEST ENERGY LLC, 2040 W GARDNER LANE, TUCSON, AZ 85705-2208  
16878525 +SOUTHWEST ENERGY LLC, 2040 WEST GARDNER LANE, TUCSON, AZ 85705-2208  
16878526 +SOUTHWEST ENERGY LLC, ATTN JENINE DALRYMPLE, 2040 WEST GARDNER LANE,  
TUCSON, AZ 85705-2208  
16878527 SOUTHWEST IRRIGATION LLC, 401 S MALEY, WALLCOX, AZ 85643  
16878528 SOUTHWEST IRRIGATION LLC, 401 SOUTH MALEY, WALLCOX, AZ 85643  
16878529 SPACIAL DIMENSION, 301 221 WEST ESPLANADE, NORTH VANCOUVER, BC V7M 3J3 CANADA  
16878530 SPATIAL DIMENSION CANADA INC, 301 221 WEST ESPLANADE, NORTH VANCOUVER, BC V7M 3J3CANADA  
16878531 +SPECIALTY INCENTIVES INC, 5475 E EVANS AVE, DENVER, CO 80222-5225  
16878532 +SPHR TALENT CONSULTING, 1856 LAXALT WAY, ELKO, NV 89801-4691  
16878533 +SPILLMAN TECHNOLOGY SOLUTIONS, 7068 S MALTA CT, AURORA, CO 80016-7032  
16878534 +SPORTS WORLD, 1500 AULTMAN ST, ELY, NV 89301-1649  
16878536 +SQUIRE PATTON BOGGS US LLP, COUNSEL TO MIDWAY GOLD US INC, ATTN ANDREW M SIMON ESQ,  
221 E FOURTH ST SUITE 2900, CINCINNATI, OH 45202-4095  
16878537 +SQUIRE PATTON BOGGS US LLP, COUNSEL TO MIDWAY GOLD US INC, ATTN ELLIOT M SMITH ESQ,  
221 E FOURTH ST SUITE 2900, CINCINNATI, OH 45202-4095  
16878538 +SQUIRE PATTON BOGGS US LLP, COUNSEL TO MIDWAY GOLD US INC, ATTN NAVA HAZAN ESQ,  
30 ROCKEFELLER PLAZA 23RD FLOOR, NEW YORK, NY 10112-0015  
16878539 SQUIRE PATTON BOGGS US LLP, COUNSEL TO MIDWAY GOLD US INC, ATTN PETER R MORRISON ESQ,  
4900 KEY TOWER, 137 PUBLIC SQUARE, CLEVELAND, OH 44114



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16878542 +SRK ENGINEERING, 7175 WEST JEFFERSON AVENUE, LAKEWOOD, CO 80235-2318  
16878543 +STANDARD POOR'S FINANCIAL SERVICES, 2542 COLLECTION CENTER DRIVE, CHICAGO, IL 60693-0025  
16878544 +STANTEC CONSULTING SERVICES INC, 8160 S HIGHLAND DRIVE, SANDY, UT 84093-6492  
16878545 STAPLES CONTRACT COMMERCIAL INC COM, P O BOX 414524, BOSTON, MA 02241-4524  
16878546 STAPLES CORPORATE ACCOUNTS CREDIT CARD, P O BOX 183174, COLUMBUS, OH 43218-3174  
16878547 +STATE FIRE DC SPECIALISTS LLC, 5370 EAST IDAHO ST, ELKO, NV 89801-4678  
16878550 +STATE OF MONTANA, 1805 PROSPECT AVENUE, HELENA, MT 59601-3184  
16878552 +STATE OF NEVAD FIRE MARSHALL, 101 N CARSON STREET STE 5, CARSON CITY, NV 89701-4786  
16878553 +STATE OF NEVADA, ATTN ADAM PAUL LAX ALT ATTORNEY GENERAL,  
JASMINE K MEHTA DEPUTY ATTORNEY GENERAL, 100 NORTH CARSON STREET,  
CARSON CITY, NV 89701-4717  
16878554 +STATE OF NEVADA, DIVISION OF MINERALS, 400 W KING STREET SUITE 106,  
CARSON CITY, NV 89703-4212  
16878555 STATE OF UTAH, DEPARTMENT OF COMMERCE, BOX 146705, SALT LAKE CITY, UT 84114-6705  
16878556 +STATE OF UTAH, HEBERS M WELLS BUILDING, 160 EAST 300 SOUTH, SALT LAKE CITY, UT 84111-2305  
16878558 +STEC'S ADVERTISING SPECIALTIES, AND SAFETY AWARDS LLC, PO BOX 2431,  
RAPID CITY, SD 57709-2431  
16878560 +STERLING CRANE LLC, 9351 GRANT STREET, SUITE 250, THORNTON, CO 80229-4364  
16878561 +STEWART TITLE OF ELKO, 810 IDAHO ST, ELKO, NV 89801-3826  
16878562 STIKEMAN ELLIOT LLP, C/O MILLER THOMPSON, 840 HOWE ST STE 1000,  
VANCOUVER, BC V6Z 2M1 CANADA  
16878563 STIKEMAN ELLIOTT LLP, C/O MILLER THOMPSON, 840 HOWE ST STE 1000,  
VANCOUVER, BC V6Z2M1 CANADA  
16878564 +STINE CONSULTING LLC, P O BOX 500, SILVERTHORNE, CO 80498-0500  
16878565 +STITES HARBISON PLLC, ATTN BRIAN H MELDRUM, COUNSEL TO ASPEN AMERICAN INSURANCE CO,  
400 WEST MARKET ST., SUITE 1800, LOUISVILLE, KY 40202-3362  
16878566 +STITES HARBISON PLLC, ATTN WILLIAM T GORTON III, COUNSEL TO ASPEN AMERICAN INSURANCE CO,  
250 WEST MAIN ST., SUITE 2300, LEXINGTON, KY 40507-1735  
16878567 +STOEBERL RANDALL, DBA RS GOLD LLC, 331 FAIRGROVE DRIVE, SPRING CREEK, NV 89815-7136  
16878568 +STONE CONSULTING LLC, P O BOX 500, SILVERTHORNE, CO 80498-0500  
16878569 +STOR ALL WINNEMUCCA, 3395 WEST T QUARTER CIR, WINNEMUCCA, NV 89445-9012  
16878570 +STORAGE DEPOT, BOX 1246, TONOPAH, NV 89049-1246  
16878571 STREETS ERIN, 817 17TH ST APT 9009, DENVER, CO 80202-3024  
16878572 +STRETCHCO FABRICATION, P O BOX 792, TONOPAH, NV 89049-0792  
16878573 +STRUHSACKER DEBRA, 3610 BIG BEND LN, RENO, NV 89509-7427  
16878575 +SUBURBAN PROPANE, ONE SUBURBAN PLAZA, 240 ROUTE 10 WEST, WHIPPANY, NJ 07981-2105  
16878576 +SUBURBAN PROPANE, P O BOX 12068, FRESNO, CA 93776-2068  
16878574 +SUBURBAN PROPANE, 2874 S CHERRY AVENUE, FRESNO, CA 93706-5444  
16878580 +SUNBELT RENTALS INC, P O BOX 409211, ATLANTA, GA 30384-9211  
16878579 SUNBELT RENTALS INC, 48 NORTH 1330 WEST, OREM, UT 84057-4483  
16878577 +SUNBELT RENTALS INC, 1450 HOWELL MILL RD NW, ATLANTA, GA 30318-4224  
16878583 SVL ANALYTICAL INC, ONE GOVERNMENT GULCH, KELLOGG, ID 83837  
16878582 +SVL ANALYTICAL INC, ATTN DONELLA MOONEY, PO BOX 929, 1 GOVERNMENT GULCH,  
KELLOGG, ID 83837-0929  
16878584 +SWCA ENVIRONMENTAL CONSULTANTS, ATTN DAVID STEED, 257 EAST 200 SOUTH SUITE 200,  
SALT LAKE CITY, UT 84111-2173  
16878585 +SWCA ENVIRONMENTAL CONSULTING, 4320 WINFIELD ROAD SUITE 200, WARRENVILLE, IL 60555-4023  
16878589 SYNCBASE INC, 85 CURLEW DR STE 103, TORONTO, ON M3A 2P8 CANADA  
16999694 Solidus Resources, LLC, Attn: Richard Wells, Treasurer,  
c/o Waterton Global Resource Management, 199 Bay Street, Suite 5050,  
Toronto, Ontario, Canada, M5L 1E2  
16882099 +Sure Steel, Inc., c/o JAMES E. SHAPIRO, ESQ., SMITH & SHAPIRO, PLLC,  
2520 Saint Rose Parkway, Suite 220,, Henderson, NV 89074-7789  
16878590 +T T EXPLORATION LLC, P O BOX 6945, INCLINE VILLAGE, NV 89450-6945  
16878591 +TAB PRODUCTS CO LLC, 24923 NETWORK PLACE, CHICAGO, IL 60673-1249  
16878592 TCG GLOBAL LLC, 14014 E DAVIES AVE SUITE B, CENTENNIAL, CO 80112  
16878593 +TCG GLOBAL LLC, 8310 S VALLEY HWY SUITE 285, ENGLEWOOD, CO 80112-5732  
16878594 TD CANADA TRUST, 1933 WILLINGDON AVENUE, BURNABY, BC V5C 5J3 CANADA  
16878595 TD SECURITIES INC, P O BOX 10052, VANCOUVER, BC V7Y 1B6 CANADA  
16878596 +TERRA SOURCE SOFTWARE, 210 S ROCK, RENO, NV 89502-2345  
16878598 TETRA TECH, P O BOX 911678, DENVER, CO 80291-1678  
16878597 +TETRA TECH INC, ATTN HENRY SAUER, 350 INDIANA STREET SUITE 500, GOLDEN, CO 80401-5097  
16878599 +TEW STEVEN, 2196 N 2500 W, LEHI, UT 84043-5743  
16878600 +TGC HOLDINGS LTD, C/O ERWIN THOMPSON LLP, ATTN THOMAS P ERWIN, 241 RIDGE STREETSUITE 210,  
RENO, NV 89501-2056  
16878601 TGC HOLDINGS LTD, C/O TODD HILDITCH, 1825 1055 W HASTINGS ST,  
VANCOUVER, BC V6E 2E9 CANADA  
16878602 THE BANK OF NEW YORK MELLON, CORPORATE TRUST DEPARTMENT, PITTSBURGH, PA 15251-9013  
16878603 +THE GREEK RADIO SHACK, 570 AULTMAN ST, ELY, NV 89301-1553  
16878604 +THE HARVARD INVESTORS GROUP, c/o Dan Killian, 215 East Saddle River Road,  
Saddle River, NJ 07458-2634  
16878605 THE HERTZ CORPORATION, COMMERCIAL BILLING DEPT 1124, DALLAS, TX 75312-1124  
16878606 +THE MINING RECORD, P O BOX 1630, CASTLE ROCK, CO 80104-6130  
16878607 +THE POINT AT INVERNESS, 4643 SOUTH ULSTER ST STE 1500, DENVER, CO 80237-2869  
16878608 +THE SERTOMA CLUB OF LITTLETON, P O BOX 677, LITTLETON, CO 80160-0677  
16878609 +THE WALL STREET JOURNAL, 200 BURNETT RD, CHICOPEE, MA 01020-4615  
16878610 +THE WINDWARD AGENCY, 1115 COLVILLE RD, CHARLOTTE, NC 28207-2587  
16878611 +THOLL FENCE INC, P O BOX 855, SPARKS, NV 89432-0855  
16878612 +THOMAS PETROLEUM, 9701 US HWY 59N, VICTORIA, TX 77905-5567  
16878613 +THOMAS PETROLEUM, P O BOX 1876, VICTORIA, TX 77902-1876

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16878615 +TIMOTHY ROSENER, P O BOX 74, EUREKA, NV 89316-0074  
16878616 +TJ COMMUNICATIONS INC, 4840 SOUTH 35TH STREET, PHOENIX, AZ 85040-2852  
16878618 +TJ COMMUNICATIONS INC, DBA AIRCOMM, 4840 S 35TH ST, PHOENIX, AZ 85040-2852  
16878617 +TJ COMMUNICATIONS INC, ATTN FRITZ VAN DE KAMP, 3366 W 1820 SOUTH,  
SALT LAKE CITY, UT 84104-4922  
16878620 +TONOPAH PUBLIC UTILITIES, 102 BURRO AVENUE P O BOX 151, TONOPAH, NV 89049-0151  
16878621 TONOPAH TIMES BONANZA, P O BOX 730, LAS VEGAS, NV 89125-0730  
16878623 +TOWN OF TONOPAH, 102 BURRO AVENUE, P O BOX 151, TONOPAH, NV 89049-0151  
16878624 +TRC GLOBAL SOLUTIONS INC, 1042 EAST JUNEAU AVENUE, MILWAUKEE, WI 53202-2850  
16878626 +TRIMBLE ASSOCIATES INC, 8400 E. CRESCENT PARKWAY STE 600, GREENWOOD VILLAGE, CO 80111-2842  
16878627 +TRIPP ENTERPRISES INC, 250 GREG STREET, SPARKS, NV 89431-6201  
16878631 +TRUJILLO SCOTT, P O BOX 857, MCGILL, NV 89318-0857  
16878632 TSX INC, 130 KING STREET WEST, TORONTO, ON M5X 1J2 CANADA  
16878633 TSX VENTURE EXCHANGE, SUITE 2700 650 WEST GEORGIA STREET, VANCOUVER, BC V6B 4N9 CANADA  
16885101 +Thomas C. Patton and Linda Sue Patton, c/o Baker & Hostetler LLP,  
1801 California Street, Suite 4400, Denver, CO 80202-2662  
16885100 +Tom C. Patton and Linda Sue Patton, c/o Baker & Hostetler LLP,  
1801 California St., Suite 4400, Denver, CO 80202-2662  
16878635 +UNITED RENTALS INC, 100 FIRST STAMFORD PLACE SUITE 700, STAMFORD, CT 06902-9200  
16878638 +UNITED STATES TRUSTEE, ATTN LEO M WEISS, 1961 STOUT STREET SUITE 12 200,  
DENVER, CO 80294-6004  
16878640 UNIVERSITY OF NEVADA BOARD OF REGENTS, MACKAY SCHOOL OF EARTH SCIENCES, RENO, NV 89557-0173  
16878641 +UNIVERSITY OF NEVADA RENO FOUNDATION, MAIL STOP 162, RENO, NV 89557-0001  
16878642 +UPS GROUND FREIGHT INC, P O BOX 1216, RICHMOND, VA 23218-1216  
16878643 +URS CORPORATION, 8181 E TUFFTS AVE, DENVER, CO 80237-2579  
16878645 +US ARMY CORPS OF ENGINEERS, NEVADA NORTHERN OFFICE, 300 BOOTH STREET ROOM 3060,  
RENO, NV 89509-1355  
16878644 +US ARMY CORPS OF ENGINEERS USACE, NEVADA NORTHERN OFFICE, 300 BOOTH STREET ROOM 3060,  
RENO, NV 89509-1355  
16878646 +US ATTORNEY COLORADO, DISTRICT OF COLORADO CIVIL DIVISION, 1225 17TH STREET, SUITE 700,  
DENVER, CO 80202-5598  
16878647 +US ATTORNEY GENERAL, DEPT OF JUSTICE TAX DIVISION, P O BOX 683, BEN FRANKLIN STATION,  
WASHINGTON, DC 20044-0683  
16878648 +US BANK CORPORATE PAYMENT SYSTEMS, P O BOX 790428, ST LOUIS, MO 63179-0428  
16878649 +US BANK NA, D/B/A US BANK EQUIPMENT FINANCE, 1310 MADRID STREET, MARSHALL, MN 56258-4001  
16878650 +US BANK NATIONAL ASSOCIATION, P O BOX 790428, ST LOUIS, MO 63179-0428  
16878651 +US BANK TRUST DEPARTMENT, 60 LIVINGSTON AVE, ST PAUL, MN 55107-2575  
16878652 +US BUREAU OF LAND MANAGEMENT, ATTN DAN NETCHER, BLM EGAN FIELD STATION,  
702 NINDUSTRIAL WAY, ELY, NV 89301-6641  
16878653 +US BUREAU OF LAND MANAGEMENT, ATTN DUANE BAYS, BLM EGAN FIELD STATION,  
702 NINDUSTRIAL WAY, ELY, NV 89301-6641  
16844912 +US Bank NA dba US Bank Equipment Finance, 1310 Madrid Street, Marshall, MN 56258-4001  
16878654 +USDOL MSHA, ATTN GARY HEBEL, MINE SAFETY AND HEAL SUPERVISOR, 567 W SILVER ST SUIT E401,  
ELKO, NV 89801-3776  
16878655 +USDOT, 1200 NEW JERSEY AVENUE SE, WASHINGTON, DC 20590-0001  
16878657 +USGS NATIONAL CENTER MS 270, ATTN CURTIS HETTICH, 3020 STATE UNIVERSITY DRIVE EAST,  
SUITE 4004, SACRAMENTO, CA 95819-2632  
16878656 +USGS NATIONAL CENTER MS 270, 12201 SUNRISE VLY, MS 270 STE 6A224, RESTON, VA 20192-0002  
16878658 +UTAH STATE UNIVERSITY, 2400 OLD MAIN HILL, LOGAN, UT 84322-2400  
16878660 +VAN ECK ASSOC CORP, 335 MADISON AVE 19TH FL, NEW YORK, NY 10017-4611  
16878661 VEESART STEVE, 1050 CONNOLLY DR APT 9, ELKO, NV 89801-4762  
16878663 VERIZON WIRELESS, P O BOX 660108, DALLAS, TX 75266-0108  
16878662 +VERIZON WIRELESS, 2 VERIZON PLACE, ALPHARETTA, GA 30004-8510  
16878665 +VIEWPOINT CONSULTING, P O BOX 219, VAIL, CO 81658-0219  
16878666 +VIEWPOINT SERVICES INC, P O BOX 219, VAIL, CO 81658-0219  
16878667 +VINTAGE FILINGS, JP MORGAN LOCKBOX PROCESSING, BROOKLYN, NY 11245-0001  
16878668 VISION SERVICE PLAN, P O BOX 742788, LOS ANGELES, CA 90074-2788  
16878669 VISUAL CAPITALIST, 20 206 E 6TH AVE, VANCOUVER, BC V5T 1J8 CANADA  
16878670 +VOGUE LAUNDRY CLEANERS, 175 5TH ST, ELKO, NV 89801-3701  
16878671 +VT CONSTRUCTION, 4750 COPPER SAGE ST, LAS VEGAS, NV 89115-1890  
16878672 +VWR FUNDING INC, DBA ANACHEMIA MINING, 100 MATSONFORD RD, BUILDING 1 STE 200,  
RADNOR, PA 19087-4569  
16878675 +WADECO INC, P O BOX 23666, PORTLAND, OR 97281-3666  
16878676 +WALSH ENVIRONMENTAL SCIENTISTS, 4888 PEARL CIR EAST, SUITE 108, BOULDER, CO 80301-2492  
16878679 +WEDCO INC, P O BOX 1131, RENO, NV 89504-1131  
16878680 +WELLS FARGO N A, 66 W SPRINGER DRIVE, HIGHLANDS RANCH, CO 80129-2316  
16878683 +WESTERN ENVIRONMENTAL TESTING LABORATORY, 475 E GREG ST 119, SPARKS, NV 89431-8517  
16878684 +WESTERN NEVADA SUPPLY CO, 950 SOUTH ROCK BOULEVARD, SPARKS, NV 89431-5922  
16878687 WESTERN PACIFIC RESOURCES U S CORP, 701 WEST GEORGIA ST STE 1450,  
VANCOUVER, BC V7Y1G5 CANADA  
16878688 +WESTRA RYAN, 17798 S PLACITA DEL MAGO, SAHUARITA, AZ 85629-9145  
16878689 +WESTSTATES PROPERTY MANAGEMENT CO, P O BOX 2688, ELKO, NV 89803-2688  
16878691 WHEELER MACHINERY, ATTN SHANE NORMAN, P O BOX 413071, SALT LAKE CITY, UT 84141-3071  
16878690 +WHEELER MACHINERY CO, P O BOX 413071, SALT LAKE CITY, UT 84141-3071  
16878692 +WHITE PINE CATTLEWOMEN'S ASSOCIATION, 2355 OPAL DR, ELY, NV 89301-3121  
16878693 +WHITE PINE CHAMBER OF COMMERCE, 636 AULTMAN ST, ELY, NV 89301-1555  
16878694 WHITE PINE CHILDREN'S ART FESTIVAL, BRISTLECONE ARTS COUNCIL, ELY, NV 89315  
16878709 +WHITE PINE COUNTY, ATTN BRAD CHRISTIANSEN, 501 MILL STREET, ELY, NV 89301-1940  
16878695 WHITE PINE COUNTY ASSESSOR, 297 11TH ST E STE 3, ELY, NV 89301-2302  
16878696 +WHITE PINE COUNTY BUILDING PLANNING, 801 CLARK ST STE 5, ELY, NV 89301-1995

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16878697 +++++WHITE PINE COUNTY EMS, 1150 N MCGILL HWY, ELY NV 89301-6659  
(address filed with court: WHITE PINE COUNTY EMS, HC33 BOX 33447, ELY, NV 89301)  
16878698 +WHITE PINE COUNTY GOP, 570 FIRST ST, ELY, NV 89301-1901  
16878699 +WHITE PINE COUNTY HIGH SCHOOL, 1800 BOBCAT DRIVE, ELY, NV 89301-3111  
16878700 +WHITE PINE COUNTY LIBRARY, 950 CAMPTON STREET, ELY, NV 89301-1965  
16878701 +WHITE PINE COUNTY RECORDER, 801 CLARK STREET SUITE 1, ELY, NV 89301-1995  
16878702 +WHITE PINE COUNTY SCHOOL DISTRICT, 1135 AVENUE C, ELY, NV 89301-2331  
16878703 +WHITE PINE COUNTY SENIOR CENTER, 1000 CAMPTON, ELY, NV 89301-2005  
16878705 WHITE PINE COUNTY SOCIAL SERVICES, 297 11TH ST E STE 7, ELY, NV 89301-2302  
16878706 +WHITE PINE COUNTY SUMMER READING, 950 CAMPTON, ELY, NV 89301-1965  
16878707 +WHITE PINE COUNTY TOURISM RECREATION, 150 SIXTH STREET, ELY, NV 89301-1569  
16878708 +WHITE PINE COUNTY TREASURER, 801 CLARK STREET SUITE 2, ELY, NV 89301-1995  
16878710 +WHITE PINE FIRE EXTINGUISHERS, 415 ELY AVE, ELY, NV 89301-1702  
16878711 +WHITE PINE GLASS INC, 710 AVE M, ELY, NV 89301-2721  
16878712 +WIGGLESWORTH BRAD, 7245 JACKSON RD, WINNEMUCCA, NV 89445-9278  
16878714 WILLIAM BEE RIRIE HOSPITAL, RURAL HEALTH CLINIC, 1500 AVE H, ELY, NV 89301-2699  
16878719 +WILSON BATES FURNITURE, 349 AULTMAN ST, ELY, NV 89301-1550  
16878720 +WILSON ISAIAH, 1031 NORTH 11TH ST, DURANT, OK 74701-3713  
16878722 +WINDWARD GLOBAL, 1115 COLVILLE RD, CHARLOTTE, NC 28207-2587  
16878723 +WIRE TO WIRE INC, 800 E 64TH AVE STE 10, DENVER, CO 80229-7200  
16878724 +WOLCOTT LLC, 550 CEDAR AVE, GRAND JUNCTION, CO 81501-7428  
16878725 +WOLFUS DANIEL E, 1045 MANDALAY BEACH ROAD, OXNARD, CA 93035-1880  
16878726 +WOMEN'S MINING COALITION, P O BOX 10101, RENO, NV 89510-0101  
16878727 +WOODMOOR GROUP INC, P O BOX 2938, MONUMENT, CO 80132-2938  
16878729 +WP CO ED SOFTBALL ASSOCIATION, 1144 BELL AVE, ELY, NV 89301-2049  
16878730 +WPC FIRE DISTRICT, P O BOX 1317, MCGILL, NV 89318-1317  
16878731 XTREME ACCESSORIES, 2546 BELGIAN HILL RD, VALIER, MT 59486-5295  
16878732 +YANKE MACHINE SHOP INC, P O BOX 5405, BOISE, ID 83705-0405  
16878733 +YU FRANK S, 9721 ORIENT EXPRESS COURT, LAS VEGAS, NV 89145-8702  
16878737 +ZURICH AMERICAN INSURANCE CO, C/O RMS, P O BOX 5126, TIMONIUM, MD 21094-5126

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

16877490 +E-mail/Text: KJ.vankrieken@airgas.com Nov 15 2017 23:57:23 AIRGAS INC,  
259 N RADNOR CHESTER RD, RADNOR, PA 19087-5240  
16877509 +E-mail/Text: aalbanking@nvhbell.net Nov 15 2017 23:57:19 AMERICAN ASSAY LABORATORIES,  
1500 GLENDALE AVENUE, SPARKS, NV 89431-5902  
16877547 E-mail/Text: g17768@att.com Nov 15 2017 23:56:44 AT T, P O BOX 5025,  
CAROL STREAM, IL 60197-5025  
16877544 E-mail/Text: g20956@att.com Nov 15 2017 23:57:15 AT T MOBILITY, P O BOX 6463,  
CAROL STREAM, IL 60197-6463  
16758536 +E-mail/Text: aalbanking@nvhbell.net Nov 15 2017 23:57:19 American Assay Laboratories,  
1500 Glendale Ave., Sparks, NV. 89431-5902, USA, aalbanking@aallabs.com 89431-5902  
16877593 +E-mail/Text: kristin@bigskyacoustics.com Nov 15 2017 23:57:19 BIG SKY ACOUSTICS LLC,  
P O BOX 27, HELENA, MT 59624-0027  
16877654 E-mail/Text: bmg.bankruptcy@centurylink.com Nov 15 2017 23:57:02 CENTURY LINK,  
P O BOX 52187, PHOENIX, AZ 85072-2187  
16877672 E-mail/Text: sanchez@centas.com Nov 15 2017 23:57:24 CINTAS CORPORATION, P O BOX 631025,  
CINCINNATI, OH 45263-6525  
16877689 +E-mail/Text: cdle\_bankruptcy@state.co.us Nov 15 2017 23:56:41 COLORADO DEPARTMENT OF LABOR,  
P O BOX 956, DENVER, CO 80201-0956  
16877690 +E-mail/PDF: dor\_tac\_bankruptcy@state.co.us Nov 15 2017 23:53:14  
COLORADO DEPARTMENT OF REVENUE, TAX AUDIT COMPLIANCE DIV, 1375 SHERMAN STREET,  
DENVER, CO 80261-3000  
16877711 +E-mail/Text: scd@corb.net Nov 15 2017 23:57:20 CORBETT SYSTEMS DEVELOPMENT INC,  
2918 COUNTRY CLUB DRIVE, COLORADO SPRINGS, CO 80909-1021  
16877713 +E-mail/Text: BANKRUPTCYNOTICE@CSCINFO.COM Nov 15 2017 23:56:42 CORPORATION SERVICE CO,  
2711 CENTERVILLE ROAD, WILMINGTON, DE 19808-1646  
16877714 +E-mail/Text: BANKRUPTCYNOTICE@CSCINFO.COM Nov 15 2017 23:56:42 CORPORATION SERVICE COMPANY,  
2711 CENTERVILLE ROAD, SUITE 400, WILMINGTON, DE 19808-1646  
16877715 +E-mail/Text: russell.schneider@cort.com Nov 15 2017 23:57:09 CORT BUSINESS SERVICES,  
P O BOX 17401, BALTIMORE, MD 21297-1401  
16877747 +E-mail/Text: DOSDOC\_BANKRUPTCY@STATE.DE.US Nov 15 2017 23:57:31 DELAWARE SECRETARY OF STATE,  
401 FEDERAL STREET STE 4, DOVER, DE 19901-3639  
16877752 E-mail/Text: cio.bncmail@irs.gov Nov 15 2017 23:56:45 DEPARTMENT OF THE TREASURY IRS,  
INTERNAL REVENUE SERVICE, P O BOX 7346, PHILADELPHIA, PA 19101-7346  
16877763 E-mail/Text: Bankruptcy.Consumer@dish.com Nov 15 2017 23:56:58 DISH NETWORK,  
P O BOX 94063, PALATINE, IL 60094-4063  
16877779 +E-mail/Text: dc\_bankruptcy@douglas.co.us Nov 15 2017 23:56:54 DOUGLAS COUNTY,  
C/O DOUGLAS COUNTY TREASURER, ATTN BETH BARNES, 100 THIRD STREET,  
CASTLE ROCK, CO 80104-2425  
16746588 +E-mail/Text: dc\_bankruptcy@douglas.co.us Nov 15 2017 23:56:54 DOUGLAS COUNTY TREASURER,  
Attn: Beth Barnes, 100 Third Street, CASTLE ROCK, CO 80104-2425  
16877777 +E-mail/Text: dc\_bankruptcy@douglas.co.us Nov 15 2017 23:56:54 DOUGLAS COUNTY TREASURER,  
100 THIRD STREET, CASTLE ROCK, CO 80104-2425  
16877830 +E-mail/Text: ar-us@ramboll.com Nov 15 2017 23:57:26 ENVIRON INTERNATIONAL CORPORATION,  
4350 N FAIRFAX DR STE 30, ARLINGTON, VA 22203-1619  
16877838 +E-mail/Text: peter@itolawgroup.com Nov 15 2017 23:57:32 EPC SERVICES COMPANY,  
C/O ITO LAW GROUP LLC, ATTN PETER W ITO, 1550 LARIMER STREET SUITE 667,  
DENVER, CO 80202-1602

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16877890 E-mail/Text: julie.baum@flsmidth.com Nov 15 2017 23:56:52 FLSMIDTH SALT LAKE CITY INC,  
7158 S FLSMIDTH DRIVE, MIDVALE, UT 84047-5559

16877892 E-mail/Text: nicolav@flyers.com Nov 15 2017 23:57:04 FLYERS ENERGY LLC,  
DEPARTMENT 34545 P O BOX 39000, SAN FRANCISCO, CA 94139-0001

16877899 E-mail/Text: bankruptcynotification@ftr.com Nov 15 2017 23:57:29 FRONTIER COMMUNICATIONS,  
P O BOX 20550, ROCHESTER, NY 14602

16894193 E-mail/Text: bankruptcynotification@ftr.com Nov 15 2017 23:57:29 Frontier Communications,  
Bankruptcy Dept., 19 John St, Middletown, NY 10940

16877911 +E-mail/Text: sfrith@genequip.com Nov 15 2017 23:57:17 GENERAL EQUIPMENT SUPPLIES,  
4300 MAIN AVE, FARGO, ND 58103-1128

16877910 E-mail/Text: sfrith@genequip.com Nov 15 2017 23:57:17 GENERAL EQUIPMENT SUPPLIES INC,  
PO BOX 2145, FARGO, ND 58107-2145

16877946 E-mail/Text: mcardini@he-equipment.com Nov 15 2017 23:57:10 H E EQUIPMENT SERVICES INC,  
P O BOX 849850 BOA LOCKBOX, DALLAS, TX 75284-9850

16878017 +E-mail/Text: bankruptcy2@ironmountain.com Nov 15 2017 23:57:06 IRON MOUNTAIN,  
P O BOX 915004, DALLAS, TX 75391-5004

16878023 +E-mail/Text: tricia.torres@isco-pipe.com Nov 15 2017 23:57:29 ISCO INDUSTRIES INC,  
926 BAXTER AVE, LOUISVILLE, KY 40204-2066

16878025 +E-mail/Text: peter@itolawgroup.com Nov 15 2017 23:57:32 ITO LAW GROUP LLC,  
ATTN PETER W ITO ESQ, COUNSEL TO EPC SERVICES COMPANY, 1550 LARIMER STREET SUITE 667,  
DENVER, CO 80202-1602

16878054 +E-mail/Text: sara@jentechdsi.com Nov 15 2017 23:57:19 JENTECH DRILLING SUPPLY INC,  
P O BOX 1525, SPARKS, NV 89432-1525

16878066 +E-mail/Text: bankruptcynoticeschr@sec.gov Nov 15 2017 23:56:58 JOLENE M WISE,  
SECURITIES AND EXCHANGE COMMISSION, 175 W. JACKSON BLVD SUITE 900, CHICAGO, IL 60604-2908

16878111 +E-mail/Text: susan.marple@layne.com Nov 15 2017 23:57:28 LAYNE CHRISTENSEN COMPANY,  
1800 HUGHES LANDING BLVD SUITE 700, THE WOODLANDS, TX 77380-1685

16878142 +E-mail/Text: Richard.Kimball@marsh.com Nov 15 2017 23:57:21 MARSH USA INC,  
ATTN DEBI CLEMENTS, 1225 17TH STREET SUITE 1300, DENVER, CO 80202-5506

16878152 +E-mail/Text: JStraw@mettest.com Nov 15 2017 23:56:54 MCCLELLAND LABORATORIES INC,  
1016 GREG ST, SPARKS, NV 89431-6040

16878207 +E-mail/Text: MODFaxRecovery@modspace.com Nov 15 2017 23:57:27 MODULAR SPACE CORPORATION,  
DBA MODSPACE, 1200 SWEDESFORD ROAD, BERWYN, PA 19312-1172

16878206 +E-mail/Text: MODFaxRecovery@modspace.com Nov 15 2017 23:57:27 MODULAR SPACE CORPORATION,  
1200 SWEDESFORD ROAD, BERWYN, PA 19312-1172

16878241 E-mail/Text: tax-bankruptcy@tax.state.nv.us Nov 15 2017 23:57:08  
NEVADA DEPARTMENT OF TAXATION, 1550 COLLEGE POINT PARKWAY SUITE 115, CARSON CITY, NV 89706

16878285 +E-mail/Text: shellier@norco-inc.com Nov 15 2017 23:57:27 NORCO INC, 1125 W AMITY RD,  
BOISE, ID 83705-5412

16878286 +E-mail/Text: shellier@norco-inc.com Nov 15 2017 23:57:27 NORCO INC, 1125 WEST AMITY ROAD,  
BOISE, ID 83705-5412

16878290 +E-mail/Text: \_DLBankruptcyDept@nvenergy.com Nov 15 2017 23:57:29 NV ENERGY,  
6226 WEST SAHARA AVENUE, LAS VEGAS, NV 89146-3060

16878291 E-mail/Text: \_DLBankruptcyDept@nvenergy.com Nov 15 2017 23:57:29 NV ENERGY, P O BOX 30065,  
RENO, NV 89520

16878301 E-mail/Text: debtrecovery@officemax.com Nov 15 2017 23:56:55 OFFICE MAX INCORPORATED,  
75 REMITTANCE DR 2698, CHICAGO, IL 60675-2698

16878320 +E-mail/Text: croosje@orionresourcepartners.com Nov 15 2017 23:57:23 ORION RESOURCE PARTNERS,  
1211 AVENUE OF THE AMERICAS SUITE 3001, NEW YORK, NY 10036-8717

16878319 +E-mail/Text: croosje@orionresourcepartners.com Nov 15 2017 23:57:23 ORION RESOURCE PARTNERS,  
1211 AVENUE OF THE AMERICAS, SUITE 3001, NEW YORK, NY 10036-8717

16878321 +E-mail/Text: croosje@orionresourcepartners.com Nov 15 2017 23:57:23 ORION RESOURCE PARTNERS,  
C/O MITSUBISHI UFJ FUND SERVICE, 1211 AVENUE OF THE AMERICAS SUITE 3001,  
NEW YORK, NY 10036-8717

16878325 +E-mail/Text: CRM@Pacific-Steel.com Nov 15 2017 23:57:17 PACIFIC HIDE AND FUR DEPOT,  
DBA PACIFIC STEEL, P O BOX 1549, GREAT FALLS, MT 59403-1549

16878327 +E-mail/Text: CRM@Pacific-Steel.com Nov 15 2017 23:57:17 PACIFIC STEEL RECYCLING,  
P O BOX 1549, GREAT FALLS, MT 59403-1549

16878368 +E-mail/Text: bankruptcy@pb.com Nov 15 2017 23:57:16 PITNEY BOWES INC, ATTN BK DEPT,  
27 WATERVIEW DR, SHELTON, CT 06484-4361

16788064 +E-mail/Text: bankruptcy@pb.com Nov 15 2017 23:57:16 Pitney Bowes Inc, 27 Waterview Dr,  
Shelton CT 06484-4361

16878490 +E-mail/Text: bankruptcynoticeschr@sec.gov Nov 15 2017 23:56:57  
SECURITIES EXCHANGE COMMISSION, BANKRUPTCY DIVISION, 175 WEST JACKSON BOULEVARD,  
CHICAGO, IL 60604-2615

16878506 E-mail/Text: bankruptcy@simplexgrinnell.com Nov 15 2017 23:57:04 SIMPLEXGRINNELL LP,  
DEPT CH 10320, PALATINE, IL 60055-0320

16878533 +E-mail/Text: cspillman@spillmantech.com Nov 15 2017 23:57:19 SPILLMAN TECHNOLOGY SOLUTIONS,  
7068 S MALTA CT, AURORA, CO 80016-7032

16878549 E-mail/Text: BKBNCNotices@ftb.ca.gov Nov 15 2017 23:57:31 STATE OF CALIFORNIA,  
P O BOX 942857, SACRAMENTO, CA 94257-0540

16878551 E-mail/Text: dlbankruptcy@mt.gov Nov 15 2017 23:56:52 STATE OF MONTANA,  
DEPARTMENT OF LABOR INDUSTRY, P O BOX 6339, HELENA, MT 59604-6339

16878586 +E-mail/Text: payment@swca.com Nov 15 2017 23:57:28 SWCA ENVIRONMENTAL CONSULTING,  
ATTN BEN GADDIS, P O BOX 92170, ELK GROVE, IL 60009-2170

16878587 +E-mail/Text: payment@swca.com Nov 15 2017 23:57:28 SWCA ENVIRONMENTAL CONSULTING,  
P O BOX 92170, ELK GROVE, IL 60009-2170



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16878588 +E-mail/Text: payment@swca.com Nov 15 2017 23:57:28 SWCA INCORPORATED, ATTN DENIS HENRY,  
3033 N CENTRAL AVE SUITE 145, PHOENIX, AZ 85012-2808  
16878618 +E-mail/Text: fritz@aircomm.com Nov 15 2017 23:57:18 TJ COMMUNICATIONS INC, DBA AIRCOMM,  
4840 S 35TH ST, PHOENIX, AZ 85040-2852  
16878617 +E-mail/Text: fritz@aircomm.com Nov 15 2017 23:57:18 TJ COMMUNICATIONS INC,  
ATTN FRITZ VAN DE KAMP, 3366 W 1820 SOUTH, SALT LAKE CITY, UT 84104-4922  
16878616 +E-mail/Text: fritz@aircomm.com Nov 15 2017 23:57:18 TJ COMMUNICATIONS INC,  
4840 SOUTH 35TH STREET, PHOENIX, AZ 85040-2852  
16878637 +E-mail/PDF: sluna@ur.com Nov 16 2017 07:37:14 UNITED RENTALS INC, ATTN CATINA BENNETT,  
6125 LAKEVIEW ROAD 300, CHARLOTTE, NC 28269-2616  
16878639 +E-mail/Text: scott.erickson@univarusa.com Nov 15 2017 23:57:24 UNIVAR USA INC,  
17425 NE UNION HILL ROAD, REDMOND, WA 98052-3375  
16878663 E-mail/Text: wfmElectronicBankruptcyNotifications@VerizonWireless.com Nov 15 2017 23:56:54  
VERIZON WIRELESS, P O BOX 660108, DALLAS, TX 75266-0108  
16878662 +E-mail/Text: wfmElectronicBankruptcyNotifications@VerizonWireless.com Nov 15 2017 23:56:54  
VERIZON WIRELESS, 2 VERIZON PLACE, ALPHARETTA, GA 30004-8510  
16778612 +E-mail/Text: scd\_bankruptcynotices@grainger.com Nov 15 2017 23:56:59 W.W. Grainger Inc.,  
Attn: Special Collections Dept., 7300 N. Melvina Ave. MWX22882491798, Niles IL 60714-3998  
16878686 +E-mail/Text: nhanner@rainforrent.com Nov 15 2017 23:56:52 WESTERN OILFIELDS SUPPLY CO,  
DBA RAIN FOR RENT, 5101 OFFICE PARK DRIVE SUITE 100, BAKERSFIELD, CA 93309-0615  
16878685 +E-mail/Text: nhanner@rainforrent.com Nov 15 2017 23:56:52 WESTERN OILFIELDS SUPPLY CO,  
5101 OFFICE PARK DRIVE SUITE 100, BAKERSFIELD, CA 93309-0615  
16878728 +E-mail/Text: accounting@worldatwork.org Nov 15 2017 23:56:59 WORLD AT WORK,  
14040 N NORTHSIGHT BLVD, SCOTTSDALE, AZ 85260-3627

TOTAL: 71

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

fa Gavin/Solmonese LLP  
cr Mary Ann Schmidt, c/o Lars H. Fuller, Esq., 1801 California St., #4400, Denver  
cr Schmidt Family Mining Partnership, LLC, c/o Lars H. Fuller, Esq.,  
1801 California St., #4400, Denver  
16877470 AARON RATKE, ADDRESS ON FILE  
16877473 ACP  
16877474 ADAMS CAROL, ADDRESS ON FILE  
16877492 ALFRED J HOEKENGA, ADDRESS ON FILE  
16877513 AMES WILLIE E, ADDRESS ON FILE  
16877518 ANDERSON SHARON, ADDRESS ON FILE  
16877520 ANDERSON TREY, ADDRESS ON FILE  
16877519 ANDERSON TREY S, ADDRESS ON FILE  
16877522 ANDY BRITTON, ADDRESS ON FILE  
16877553 BAKER JENNIFER, ADDRESS ON FILE  
16877559 BARAINCA JON, ADDRESS ON FILE  
16877561 BARRAGAN WENDY M, ADDRESS ON FILE  
16877568 BARTELS WHITNEY, ADDRESS ON FILE  
16877570 BARTON RONNIE, ADDRESS ON FILE  
16877579 BEMENT DONALD R, ADDRESS ON FILE  
16877580 BEMENT GARRISON R, ADDRESS ON FILE  
16877581 BENJAMIN MCOMBER, ADDRESS ON FILE  
16877588 BICE VERNON C, ADDRESS ON FILE  
16877596 BILLY DON ROEDEL, ADDRESS ON FILE  
16877597 BIRCHIM EDISON E, ADDRESS ON FILE  
16877598 BLACKETOR BRADLEY, ADDRESS ON FILE  
16877609 BOHRN WADE, ADDRESS ON FILE  
16877611 BRADLEY BLACKETOR, ADDRESS ON FILE  
16877613 BRETT MCDERMOT, ADDRESS ON FILE  
16877617 BRITTON ANDY, ADDRESS ON FILE  
16877618 BRITTON CODY M, ADDRESS ON FILE  
16877619 BRITTON KYLIE, ADDRESS ON FILE  
16877622 BROWN ANNETTE, ADDRESS ON FILE  
16877624 BRUNK ERIC  
16877625 BRUNK KENNETH, ADDRESS ON FILE  
16877639 CANTRELL PATRICK SHANE, ADDRESS ON FILE  
16877660 CHILSON PAUL N, ADDRESS ON FILE  
16877665 CHRISTOPHER C LEWIS, ADDRESS ON FILE  
16877666 CHRISTOPHER LEWIS, ADDRESS ON FILE  
16877667 CHRISTOPHER SHAWN MULLENIX, ADDRESS ON FILE  
16877684 CODY M BRITTON, ADDRESS ON FILE  
16877686 COLE MICHAEL, ADDRESS ON FILE  
16877721 CURTIS D RUESCH, ADDRESS ON FILE  
16877722 CURTIS ROSS MILLAGE, ADDRESS ON FILE  
16877728 DAMELE PATRICK E, ADDRESS ON FILE  
16877732 DANALYNN HUTCHINSON, ADDRESS ON FILE  
16877746 DEBRA HEWITT, ADDRESS ON FILE  
16877771 DONALD R BEMENT, ADDRESS ON FILE  
16877773 DONNA WALTRIP, ADDRESS ON FILE  
16877797 EDISON E BIRCHIM, ADDRESS ON FILE  
16877798 EGBERT JASON, ADDRESS ON FILE  
16877806 ELLIS LARISSA, ADDRESS ON FILE

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16877842 ERIC JOHN PASTORINO, ADDRESS ON FILE  
16877843 ERIC LELACHEUR, ADDRESS ON FILE  
16877865 EX APPLICATIONS  
16877877 FIELDING PAUL J, ADDRESS ON FILE  
16877896 FRANK S YU, ADDRESS ON FILE  
16877906 GARRISON R BEMENT, ADDRESS ON FILE  
16877920 GLOBAL COMPLIANCE  
16877924 GRAFFAM CAREY, ADDRESS ON FILE  
16877925 GRAHAM RONDEE M, ADDRESS ON FILE  
16877935 GREENMAN LYNN, ADDRESS ON FILE  
16877936 GROSS ROGER, ADDRESS ON FILE  
16877944 GUSTINE TERESA, ADDRESS ON FILE  
16877953 HAUSEN ALLAN, ADDRESS ON FILE  
16877959 HENRY THOMAS WILLIAMS, ADDRESS ON FILE  
16877960 HEWITT DEBRA, ADDRESS ON FILE  
16877961 HGI  
16877964 HOEKENGA ALFRED J, ADDRESS ON FILE  
16877980 HUTCHINSON DANALYNN, ADDRESS ON FILE  
16878027 ITZA KRISTINE, ADDRESS ON FILE  
16878028 ITZA KRISTINE, ADDRESS ON FILE  
16878032 JACOB WILSON, ADDRESS ON FILE  
16878039 JAMES B SUUBAM, ADDRESS ON FILE  
16878040 JAMES C WILBOURN, ADDRESS ON FILE  
16878043 JAMES SOUTHCOTT, ADDRESS ON FILE  
16878044 JAMIE PRICE, ADDRESS ON FILE  
16878045 JASON EGBERT, ADDRESS ON FILE  
16878046 JAY NISHIKAWA, ADDRESS ON FILE  
16878049 JEFFERY ROSEVEAR, ADDRESS ON FILE  
16878050 JENKINS JR RON I, ADDRESS ON FILE  
16878052 JENNIFER MOORE, ADDRESS ON FILE  
16878061 JOHN W REQUENA, ADDRESS ON FILE  
16878062 JOHN W SHERIDAN, ADDRESS ON FILE  
16878064 JOHNNY P TORRES, ADDRESS ON FILE  
16878067 JON BARAINCA, ADDRESS ON FILE  
16878073 JUSTIN MOYLE, ADDRESS ON FILE  
16878089 KIP R SLAYBAUGH, ADDRESS ON FILE  
16878101 LABATE JOHN, ADDRESS ON FILE  
16878102 LABRA GLORIA, ADDRESS ON FILE  
16878109 LAURA PODRATZ, ADDRESS ON FILE  
16878118 LELACHEUR ERIC, ADDRESS ON FILE  
16878121 LEWIS CHRISTOPHER C, ADDRESS ON FILE  
16878124 LILI ANN PETE, ADDRESS ON FILE  
16878132 LYNN GREENMAN, ADDRESS ON FILE  
16878139 MARICH KATHLEEN, ADDRESS ON FILE  
16878147 MARTIN M HALE JR, ADDRESS ON FILE  
16878149 MATTHEW L NICHOLAS, ADDRESS ON FILE  
16878154 MCDERMOTT BRET, ADDRESS ON FILE  
16878162 MCOMBER BENJAMIN, ADDRESS ON FILE  
16878163 MCOMBER SCOTT, ADDRESS ON FILE  
16878173 MELODIE LEE NICHOLAS, ADDRESS ON FILE  
16878175 MERRITT DAVID, ADDRESS ON FILE  
16878196 MILLAGE CURTIS ROSS, ADDRESS ON FILE  
16878214 MOORE JENNIFER, ADDRESS ON FILE  
16878217 MORITZ RICHARD, ADDRESS ON FILE  
16878218 MOSCH DAVID, ADDRESS ON FILE  
16878220 MOYLE JUSTIN, ADDRESS ON FILE  
16878225 MULLENIX CHRISTOPHER SHAWN, ADDRESS ON FILE  
16878226 MULLENIX CHRISTOPHER SHAWN, ADDRESS ON FILE  
16878236 NEAL WILLIAM, ADDRESS ON FILE  
16878237 NEILSON THAD M, ADDRESS ON FILE  
16878267 NEVADA MINERAL RESOURCES ALLIANCE  
16878281 NICHOLAS MATTHEW L, ADDRESS ON FILE  
16878283 NICHOLAS MELODIE LEE, ADDRESS ON FILE  
16878284 NISHIKAWA JAY, ADDRESS ON FILE  
16878313 OLMSTEAD WAYNE R, ADDRESS ON FILE  
16878340 PASTORINO ERIC JOHN, ADDRESS ON FILE  
16878341 PATRICK E DAMELE, ADDRESS ON FILE  
16878342 PATRICK SHANE CANTRELL, ADDRESS ON FILE  
16878344 PAUL J FIELDING, ADDRESS ON FILE  
16878345 PAUL N CHILSON, ADDRESS ON FILE  
16878348 PAYNE CALDWELL, ADDRESS ON FILE  
16878363 PETE LILI ANN, ADDRESS ON FILE  
16878371 PODRATZ LAURA, ADDRESS ON FILE  
16878372 PODRATZ LAURA, ADDRESS ON FILE  
16878379 PRICE JAMIE, ADDRESS ON FILE  
16878380 PRICE JAMIE, ADDRESS ON FILE  
16878386 PROTANI MICHAEL, ADDRESS ON FILE  
16878400 QUIROZ CHRISTOPHER A, ADDRESS ON FILE  
16878401 RAHILL MARISOL, ADDRESS ON FILE

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\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

16878408 RATKE AARON, ADDRESS ON FILE  
16878412 REBECCA SNELL LABSON, ADDRESS ON FILE  
16878420 REQUENA JOHN W, ADDRESS ON FILE  
16878427 RICHARD P SAWCHAK, ADDRESS ON FILE  
16878428 RICHES ADAM, ADDRESS ON FILE  
16878435 ROBISON THOMAS W, ADDRESS ON FILE  
16878439 ROEDEL BILLY DON, ADDRESS ON FILE  
16878441 RON I JENKINS JR, ADDRESS ON FILE  
16878443 RONDEE M GRAHAM, ADDRESS ON FILE  
16878448 ROSEVEAR JEFFERY, ADDRESS ON FILE  
16878449 ROSEVEAR JENNA, ADDRESS ON FILE  
16878459 RUESCH CURTIS D, ADDRESS ON FILE  
16878476 SAWCHAK RICHARD P, ADDRESS ON FILE  
16878478 SCHAUDIES FRITZ, ADDRESS ON FILE  
16878484 SCHUR RICHARD, ADDRESS ON FILE  
16878485 SCOTT G TRUJILLO, ADDRESS ON FILE  
16878486 SCOTT MCOMBER, ADDRESS ON FILE  
16878487 SEAN P SNEGIREV, ADDRESS ON FILE  
16878491 SETH STEARNS, ADDRESS ON FILE  
16878495 SHELTON GRANT, ADDRESS ON FILE  
16878496 SHERIDAN JOHN W, ADDRESS ON FILE  
16878497 SHERIDAN JOHN W, ADDRESS ON FILE  
16878509 SLAYBAUGH KIP R, ADDRESS ON FILE  
16878515 SMITH RONALD J, ADDRESS ON FILE  
16878516 SNEGIREV SEAN P, ADDRESS ON FILE  
16878517 SNELL LABSON REBECCA, ADDRESS ON FILE  
16878523 SOUTHCOTT JAMES, ADDRESS ON FILE  
16878557 STEARNS SETH, ADDRESS ON FILE  
16878581 SUUBAM JAMES B, ADDRESS ON FILE  
16878614 THOMAS W ROBISON, ADDRESS ON FILE  
16878619 TOBY J VALDEZ, ADDRESS ON FILE  
16878622 TORRES JOHNNY P, ADDRESS ON FILE  
16878625 TREY S ANDERSON, ADDRESS ON FILE  
16878630 TRUJILLO SCOTT G, ADDRESS ON FILE  
16878634 TURNER JANET, ADDRESS ON FILE  
16878738 Total: 1280  
16878659 VALDEZ TOBY J, ADDRESS ON FILE  
16878664 VERNON C BICE, ADDRESS ON FILE  
16878674 WADE BOHRN, ADDRESS ON FILE  
16878677 WALTRIP DONNA, ADDRESS ON FILE  
16878678 WASKIEWIC HOLLY, ADDRESS ON FILE  
16878681 WELLS JAIME, ADDRESS ON FILE  
16878682 WENDY BARRAGAN, ADDRESS ON FILE  
16878713 WILBOURN JAMES C, ADDRESS ON FILE  
16878715 WILLIAM M ZISCH, ADDRESS ON FILE  
16878716 WILLIAM M ZISCH, ADDRESS ON FILE  
16878717 WILLIAMS HENRY THOMAS, ADDRESS ON FILE  
16878718 WILLIE E AMES, ADDRESS ON FILE  
16878721 WILSON JACOB, ADDRESS ON FILE  
16878734 YU FRANK S, ADDRESS ON FILE  
16878735 ZISCH WILLIAM M, ADDRESS ON FILE  
16878736 ZOUTOMOU EDOUARD K, ADDRESS ON FILE  
cr\* +EPC Services Company, 3521 Gabel Road, Billings, MT 59102-7310  
cr\* +Metalor USA Refining Corporation, 255 John L. Dietsch Boulevard,  
North Attleboro, MA 02763-1069  
16877469\* +Al ALCOHOL DRUG COLLECTION, 1098 LAMOILLE HIGHWAY SUITE 5, ELKO, NV 89801-4355  
16877516\* ANALYTICAL SOLUTIONS LTD, 3266 YONGE STREET, TORONTO, ON M4N 2L6 CANADA  
16877546\* AT T NEVADA, P O BOX 5025, CAROL STREAM, IL 60197-5025  
16877567\* +BARRICK GOLD US INC, 460 WEST 50 NORTH, SUITE 500, SALT LAKE CITY, UT 84101-1025  
16877574\* +BATH LUMBER CO, 1800 AVENUE G, ELY, NV 89301-2589  
16877586\* +BETHLEHEM APPARATUS COMPANY, 890 FRONT STREET, HELLERTOWN, PA 18055-1507  
16877592\* +BIG 8 TIRES, 1820 AULTMAN STREET, ELY, NV 89301-1653  
16877595\* +BIG SKY ACOUSTICS, P O BOX 27, HELENA, MT 59624-0027  
16877594\* BIG SKY ACOUSTICS LLC, PO BOX 27, HELENA, MT 59624-0027  
16877601\* BLENDER MEDIA INC, 430 1190 MELVILLE STREET, VANCOUVER, BC V6E 3W1 CANADA  
16877605\* +BLUERADIOS INCORPORATED, 8310 S VALLEY HWY SUITE 275, ENGLEWOOD, CO 80112-5732  
16877631\* +C B AUTO PARTS, 1201 GREAT BASIN BOULEVARD, ELY, NV 89301-2096  
16877638\* CANADA REVENUE AGENCY, 875 HERON ROAD, OTTAWA, ON K1A 1B1 CANADA  
16877658\* +CGS MULE LLC, 680 EAST GLENDALE AVENUE, SPARKS, NV 89431-5811  
16877703\* COMPUTERSHARE, 100 UNIVERSITY AVENUE 11TH FLOOR, TORONTO, ON M5J 2Y1 CANADA  
16877725\* +Cyanco Company, LLC, c/o Bruce B. Kemp, Royston Rayzor, 1600 Smith Street, Suite 5000,  
Houston, Texas 77002-7380  
16877731\* +DAN F HALSTEAD SON TRUCKING, HC 34, BOX 34150, ELY, NV 89301-9206  
16877730\* +DAN F HALSTEAD SON TRUCKING, HC 34 BOX 34150, ELY, NV 89301-9206  
16877761\* +DIRECT FORCE MAINTENANCE LLC, P O BOX 5611, FALLON, NV 89407-5611  
16877789\* +E M ENTERPRISES INC, 5715 W ALEXANDER ROAD SUITE 155, LAS VEGAS, NV 89130-2807  
16877803\* +ELECTRONIC SECURITY CONCEPTS, 8320 EAST GELDING DRIVE, SCOTTSDALE, AZ 85260-3624  
16877808\* +ELY DISPOSAL SERVICE INC, 348 NEVADA AVENUE, ELY, NV 89301-1708  
16877829\* +ENVIRO CARE, 505 NORTH MAIN STREET, NORTH SALT LAKE CITY, UT 84054-2101

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\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

16877832\* +ENVIRONMENTAL MANAGEMENT ASSOCIATES, 588 EXPLORER STREET, BREA, CA 92821-3108  
16877836\* +EPC SERVICES COMPANY, ATTN JOHN OTT, 3521 GABEL ROAD, BILLINGS, MT 59102-7310  
16877873\* +FENNEMORE CRAIG P C, 2394 EAST CAMELBACK ROAD SUITE 600, PHOENIX, AZ 85016-9077  
16877885\* +FISH CREEK RANCH, P O BOX 327, EUREKA, NV 89316-0327  
16877886\* +FISHER SCIENTIFIC CO LLC, ATTN GARY BARNES, 300 INDUSTRY DR, PITTSBURGH, PA 15275-1001  
16877900\* ++FRONTIER COMMUNICATIONS, BANKRUPTCY DEPT, 19 JOHN STREET, MIDDLETOWN NY 10940-4918  
(address filed with court: FRONTIER COMMUNICATIONS, P O BOX 20550, ROCHESTER, NY 14604)  
16877912\* +GENERAL EQUIPMENT SUPPLIES, 4300 MAIN AVENUE, FARGO, ND 58103-1128  
16877922\* +GLOBAL RESOURCE ENGINEERING, 600 GRANT STREET SUITE 975, DENVER, CO 80203-3552  
16877940\* +GUST ELECTRIC INC, 1123 GREAT BASIN BOULEVARD, ELY, NV 89301-2077  
16877943\* +GUSTAVSON ASSOCIATES LLC, c/o Michael J: Guyerson, 1801 Broadway, Suite 900,,  
Denver, CO 80202-3858  
16877994\* +INFAITH COMMUNITY FOUNDATION, 625 FOURTH AVENUE SOUTH STE 1500, MINNEAPOLIS, MN 55415-1624  
16878005\* ++INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATIONS, PO BOX 7346,  
PHILADELPHIA PA 19101-7346  
(address filed with court: INTERNAL REVENUE SERVICE, 1999 BROADWAY, MS 5012 DEN,  
DENVER, CO 80202)  
16878006\* ++INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATIONS, PO BOX 7346,  
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(address filed with court: INTERNAL REVENUE SERVICE, 324 25TH STREET, OGDEN, UT 84401)  
16878008\* INTERNATIONAL DIRECTIONAL SERVICES, 25666 NETWORK PL, CHICAGO, IL 60673-1256  
16878011\* +INTERALOGIC INC, 4715 INNOVATION DRIVE, FORT COLLINS, CO 80525-6332  
16775426\* IRS, P.O. Box 7346, Philadelphia, PA 19101-7346  
16878024\* +ISCO INDUSTRIES INC, 926 BAXTER AVENUE, LOUISVILLE, KY 40204-2066  
16878031\* +J M TRUCKING, 800 AVE O, ELY, NV 89301-2921  
16878037\* +JACOBS FIELD SERVICES NORTH AMERICA INC, 717 17TH STREET, SUITE 2400,  
DENVER, CO 80202-3316  
16878095\* KPMG LLP, ATTN NJ NORM MAYR, P O BOX 4348, STATION A, TORONTO, ON M5W 7A6 CANADA  
16878115\* +LEDCOR CMI INC, ATTN TOM LOFARO SENIOR VP LEGAL, 5370 KIETZKE LANE SUITE 204,  
RENO, NV 89511-2059  
16878144\* MARSH USA INC, ATTN DEBI CLEMENTS, P O BOX 846015, DALLAS, TX 75284-6015  
16878153\* +MCCLELLAND LABORATORIES INC, 1016 GREG STREET, SPARKS, NV 89431-6040  
16878165\* +MD NUT AND BOLT, 1440 AVENUE G, ELY, NV 89301-2537  
16878170\* +MEDIANT COMMUNICATIONS, P O BOX 29976, NEW YORK, NY 10087-9976  
16878190\* +MIDWAY GOLD CORP, 8310 SOUTH VALLEY HIGHWAY SUITE 280, ENGLEWOOD, CO 80112-5732  
16878192\* +MIDWAY GOLD US INC, 8310 SOUTH VALLEY HIGHWAY SUITE 280, ENGLEWOOD, CO 80112-5732  
16878223\* MT WHEELER POWER, 1600 GREAT BASIN BOULEVARD, ELY, NV 89315  
16878270\* +NEVADA ROYALTY CORP, 11521 N WARREN STREET, HAYDEN, ID 83835-8192  
16878279\* +NEWELL ROGER A, 1781 LARKSPUR DRIVE, GOLDEN, CO 80401-9114  
16878295\* NYE COUNTY RECORDER, 101 RADAR ROAD, TONOPAH, NV 89301  
16878355\* +PERFORMANCE ASSOCIATES INTERNATIONAL, 10195 NORTH ORACLE ROAD, SUITE 105,  
TUCSON, AZ 85704-8750  
16878374\* +POSTAL PALACE TOWNHOMES LLC, 501 AULTMAN STREET, ELY, NV 89301-1578  
16878396\* +QUANTUM ELECTRIC, 1070 SILVER STREET, ELKO, NV 89801-3937  
16878403\* +RAINTREE CONSTRUCTION LLC, PO BOX 281707, LAMOILLE, NV 89828-1707  
16878415\* +REDI SERVICES LLC, PO BOX 310, LYMAN, WY 82937-0310  
16878470\* +SALT LAKE WINDUSTRIAL, 627 WEST 3900 SOUTH, SUITE C 2, SALT LAKE CITY, UT 84123-1317  
16878501\* +SIERRA ENVIRONMENTAL MONITOR, 1135 FINANCIAL BOULEVARD, RENO, NV 89502-2348  
16878535\* +SPORTS WORLD, 1500 AULTMAN STREET, ELY, NV 89301-1649  
16878548\* +STATE FIRE DC SPECIALISTS, 5370 EAST IDAHO STREET, ELKO, NV 89801-4678  
16878578\* +SUNBELT RENTALS INC, 1450 HOWELL MILL ROAD NW, ATLANTA, GA 30318-4224  
16884429\* +SWCA, Incorporated, Attn: Denis Henry, 3033 N. Central Ave., Suite 145,  
Phoenix, AZ 85012-2808  
16878629\* +TRUE VALUE HARDWARE, 701 GREAT BASIN BOULEVARD, ELY, NV 89301-2069  
16878636\* +UNITED RENTALS INC, 100 FIRST STAMFORD PLACE, SUITE 700, STAMFORD, CT 06902-9200  
16878673\* +W W GRAINGER INC, ATTN SPECIAL COLLECTIONS DEPT, 7300 N MELVINA AVE, MWX22882491798,  
NILES, IL 60714-3906  
16882190\* +Wolcott, LLC, 550 Cedar Ave., Grand Junction, CO 81501-7428  
aty ###Daniel J. Garfield, McAllister Law Office, P.C., 36 Steele Street, Suite 200,  
Denver, CO 80206-5710  
16877471 ###ABBEY STUBBS FORD LLC, 1540 FOOTHILLS VILLAGE DRIVE, HENDERSON, NV 89012-7261  
16877487 ###AIR SCIENCES INC, 1301 WASHINGTON AVENUE, GOLDEN, CO 80401-6138  
16877488 ###AIR SCIENCES INC, 601 CORPORATE CIRCLE, UNIT D, GOLDEN, CO 80401-5609  
16877489 ###AIR SCIENCES INC, ATTN ELIZABETH HUELSON, 601 CORPORATE CIRCLE UNIT D,  
GOLDEN, CO 80401-5609  
16877505 ###ALTERNATIVE DRILLING COMPANY LLC, P O BOX 281166, LAMOILLE, NV 89828-1166  
16877607 ###BOART LONGYEAR COMPANY, 10808 S RIVER FRONT PKWY STE 400, SOUTH JORDAN, UT 84095-5761  
16877630 ###C B AUTO PARTS, 1201 GREAT BASIN BLVD, ELY, NV 89301-2096  
16877691 ###COLORADO MARKETING CONCIERGE, 1023 PENNSYLVANIA ST, DENVER, CO 80203-3209  
16877706 ###CONFEDERATED TRIBES OF THE GOSHUTE RES, C/O KILPATRICK TOWNSEND STOCKTON LLP,  
ATTN PAUL C ECHO HAWK, 1420 FIFTH AVENUE SUITE 4400, SEATTLE, WA 98101-2325  
16877718 ###CRESCENT SILVER LLC, 1220 BIG CREEK ROAD, KELLOGG, ID 83837-9705  
16877825 ###ENTERPRISE RENT A CAR, ATTN MARY THOMAS BUSHYHEAD, 6929 N LAKEWOOD AVE 100,  
TULSA, OK 74117-1824  
16877831 ###ENVIRONMENTAL MANAGEMENT ASSOCIATES INC, 588 EXPLORER STREET, BREA, CA 92821-3108  
16877951 ###HARD ROCK CONSULTING LLC, 10901 West Toller Drive, Littleton, CO 80127-6312  
16878042 ###JAMES MOORE, 8916 ECHO RIDGE DR, LAS VEGAS, NV 89117-5400  
16878086 ###KEY RITE SECURITY LOCK SAFE INC, 2120 S GRAPE STREET, DENVER, CO 80222-5210  
16878097 ###KRJA SYSTEMS INC /MAPTEK, 165 S UNION BLVD STE 888, LAKEWOOD, CO 80228-2213



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\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*  
16878098 ##+KRJA SYSTEMS INC DBA MAPTEK, 165 S UNION BLVD SUITE 888, LAKEWOOD, CO 80228-2213  
16878186 ##+MICHAEL THOMAS STONE, 23 NE TANDEM WAY APT 182, HILLSBORO, OR 97124-2264  
16878269 ##+NEVADA ROYALTY CORP, 11521 N WARREN ST, HAYDEN, ID 83835-8192  
16878333 ##+PARALEGAL RESOURCE CENTER INC, 410 17TH ST STE 1375, DENVER, CO 80202-4449  
16878378 ##+PRECISION PUMP INC, 4240 CAMERON, SUITE A, LAS VEGAS, NV 89103-3718  
16878433 ##+RMEC ENVIRONMENTAL INC, 2188 SOUTH HIGHLAND DRIVE 201, SALT LAKE CITY, UT 84106-4346  
16878475 ##+SATCOM GLOBAL, 3130 N ARIZONA AVE 105, CHANDLER, AZ 85225-7163  
16878474 ##+SATCOM GLOBAL, 1347 N ALMA SCHOOL ROAD 150, CHANDLER, AZ 85224-5902  
16878479 ##+SCHLUMBERGER WATER SERVICES, 1875 LAWRENCE ST, SUITE 500, DENVER, CO 80202-1825  
16878503 ##+SIERRA PARTNERS LLC, 1888 SHERMAN STREET STE 780, DENVER, CO 80203-1160  
16878541 ##+SRK CONSULTING ENGINEERS, 7175 WEST JEFFERSON AVENUE, LAKEWOOD, CO 80235-2320  
16878540 ##+SRK CONSULTING ENGINEERS, 7175 W JEFFERSON AVENUE, LAKEWOOD, CO 80235-2320  
16878559 ##+STELLAR RECRUITMENT LLC, 1600 STOUT ST STE 1350, DENVER, CO 80202-3159  
16878628 ##+TRUE VALUE HARDWARE, 701 GREAT BASIN BLVD, ELY, NV 89301-2069  
16878704 ##+WHITE PINE COUNTY SHERIFF'S OFFICE, 801 CLARK ST 5, ELY, NV 89301-1995  
TOTALS: 181, \* 71, ## 32

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '++++' were corrected as required by the USPS Locatable Address Conversion System (LACS).

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Nov 17, 2017

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 15, 2017 at the address(es) listed below:

Aaron J. Conrardy on behalf of Debtor GEH (US) Holding Inc. aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor Midway Gold Corp. aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor MDW-GR Holding Corp. aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Defendant MDW Pan LLP aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor MDW Mine ULC aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Defendant Midway Gold US Inc. aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Attorney Sender Wasserman Wadsworth, P.C. aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Financial Advisor FTI Consulting, Inc. aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor GEH (B.C.) Holding Inc. aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor Midway Gold Rock, LLP aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor Midway Gold Realty LLC aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Plaintiff Midway Gold US Inc. aconrardy@wwc-legal.com, 3377058420@filings.docketbird.com;sgalvan@wwc-legal.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor MDW Gold Rock LLP aconrardy@wwc-legal.com,  
3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor RR Exploration, LLC aconrardy@wwc-legal.com,  
3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
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Aaron J. Conrardy on behalf of Debtor Nevada Talon, LLC aconrardy@wwc-legal.com,  
3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
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3377058420@filings.docketbird.com;sgalvan@wwc-legal.com  
Aaron J. Conrardy on behalf of Debtor Golden Eagle Holding, Inc. aconrardy@wwc-legal.com,  
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jtokuoka@fwlaw.com  
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callery@perkinscoie.com, StaceyFloyd@perkinscoie.com;callery-efile@perkinscoie.com  
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StaceyFloyd@perkinscoie.com;callery-efile@perkinscoie.com  
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Daniel Bugbee on behalf of Cross Defendant Hale Capital Partners, L.P. dbugbee@lawdbs.com  
Daniel Bugbee on behalf of Defendant Hale Capital Partners, L.P. dbugbee@lawdbs.com  
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dallen@markuswilliams.com, doCKET@markuswilliams.com;sschaefer@markuswilliams.com  
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Gregory Garvin on behalf of U.S. Trustee US Trustee ustp.region19@usdoj.gov,  
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spierce@sendertrustee.com  
Harvey Sender on behalf of Plaintiff Midway Gold US Inc. harveysender1@sendertrustee.com,  
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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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Harvey Sender on behalf of Debtor MDW-GR Holding Corp. harveysender1@sendertrustee.com,  
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Harvey Sender on behalf of Debtor Midway Services Company harveysender1@sendertrustee.com,  
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Harvey Sender on behalf of Debtor Midway Gold Corp. harveysender1@sendertrustee.com,  
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Harvey Sender on behalf of Debtor GEH (US) Holding Inc. harveysender1@sendertrustee.com,  
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Harvey Sender on behalf of Debtor MDW Pan LLP harveysender1@sendertrustee.com,  
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Phillip L. Kunkel on behalf of Interested Party InFaith Community Foundation  
phillip.kunkel@gpmlaw.com  
Robert Hill on behalf of Creditor Arapahoe County Treasurer rhill@arapahoe.gov.com  
Robert Szwajkos on behalf of Creditor FLSmith USA Inc. rsz@curtinheefner.com

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Total Noticed: 1047

Date Rcvd: Nov 15, 2017

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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Scott A. Kane on behalf of Plaintiff Midway Gold US Inc. scott.kane@squirepb.com,  
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Seth Van Aalten on behalf of Creditor Committee Official Committee of Unsecured Creditors  
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Seth Van Aalten on behalf of Attorney Cooley LLP svanaalten@cooley.com  
Shaun A. Christensen on behalf of Creditor Wolcott, LLC christensens@appellucas.com,  
receptionist@appellucas.com/jonesc@appellucas.com.  
Stephen D. Lerner on behalf of Plaintiff Midway Gold US Inc. stephen.lerner@squirepb.com,  
sarah.conley@squirepb.com  
Stephen D. Lerner on behalf of Debtor MDW Gold Rock LLP stephen.lerner@squirepb.com,  
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Stephen D. Lerner on behalf of Attorney Squire Patton Boggs (US) LLP  
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Stephen D. Lerner on behalf of Debtor Golden Eagle Holding, Inc. stephen.lerner@squirepb.com,  
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Stephen D. Lerner on behalf of Debtor GEH (B.C.) Holding Inc. stephen.lerner@squirepb.com,  
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Stephen D. Lerner on behalf of Debtor GEH (US) Holding Inc. stephen.lerner@squirepb.com,  
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Terry Ross on behalf of Counter-Defendant Jacobs Field Services North America, Inc.  
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Terry Ross on behalf of Cross-Claimant Jacobs Field Services North America, Inc.  
david.piper@kyl.com  
Terry Ross on behalf of Creditor Jacobs Field Services North America, Inc.  
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Terry Ross on behalf of Defendant Jacobs Field Services North America, Inc.  
david.piper@kyl.com  
Timothy A Lukas on behalf of Creditor Barrick Gold Exploration Inc. ecflukast@hollandhart.com  
US Trustee USTPRegion19.DV.ECF@usdoj.gov  
William T. Gorton on behalf of Creditor Aspen American Insurance Company wgorton@stites.com  
TOTAL: 131



IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

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

ORDER CONFIRMING DEBTORS' REVISED SECOND AMENDED  
JOINT CHAPTER 11 PLAN OF LIQUIDATION

This matter comes before the Court upon: (a) the *Revised Second Amended Joint Chapter 11 Plan of Liquidation* (together with all exhibits and as amended, modified, and/or supplemented from time to time, the “Revised Plan”) (Docket No. 1324) filed by Midway Gold US Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the “Debtors”), which (i) revises the release and exculpation provisions contained in Article IX of the *Second Amended Joint Chapter 11 Plan of Liquidation* dated October 18, 2017 (the “Original Plan”) (Docket No. 1180) to address and resolve the concerns raised by the Court in its *Order* (the “Prior Confirmation Order”) (Docket No. 1322) denying confirmation of the Original Plan, and (ii) makes other conforming and corrective changes to the Original Plan; and (b) the *Motion for Entry of an Order Confirming Debtors' Revised Second Amended Joint Chapter 11 Plan of Liquidation* (the “Confirmation Motion”) (Docket No. 1326).<sup>2</sup>

The Court has (i) previously held a confirmation hearing on May 2, 2016 (the “Confirmation Hearing”) with respect to the Original Plan; (ii) determined that, except for the

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<sup>1</sup> 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).

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings given in the Revised Plan.

Court's concerns with certain release and exculpation provisions contained in Article IX of the Original Plan (the "Original Release Provisions"), which were set forth in the Prior Confirmation Order, the Original Plan otherwise met all requirements for confirmation under sections 1129(a) and (b) of the Bankruptcy Code and the Debtors met their burden of proof with respect to the same; (iii) determined that the Revised Plan modifies the Original Plan only to the extent necessary to address and resolve the Court's concerns with the Original Release Provisions and to make other conforming and corrective changes, none of which adversely affects any holder of a Claim who previously voted in favor of the Original Plan (except for those parties who were to receive releases under the Original Release Provisions, each of whom has consented to the modifications made in Article IX of the Revised Plan); (iv) determined that all findings of fact and conclusions of law made in the Prior Confirmation Order with respect to the Original Plan apply with equal force and effect to the Revised Plan; and (v) determined that the Revised Plan otherwise meets all requirements for confirmation.

The Court hereby further determines that: (i) pursuant to section 1127(a) of the Bankruptcy Code, the Revised Plan does not (A) alter the classification of any Claims or Equity Interests, (B) make any material modifications to the Original Plan, (C) fail to meet the requirements of section 1122 or 1123 of the Bankruptcy Code, or (D) materially and adversely change the treatment of any class of Claims or Equity Interests under the Original Plan other than as to parties who have consented to such changes; (ii) no re-solicitation of votes with respect to the Revised Plan is necessary or required; (iii) the Confirmation Motion provides adequate and sufficient notice to all holders of Claims and Equity Interests and other parties in interest with respect to the Revised Plan and the request that the Court confirm the Revised Plan; and (iv) that all requirements under

sections 1129(a) and (b) of the Bankruptcy Code have been satisfied and the Revised Plan should be confirmed. The Court makes the following additional findings of fact and conclusions of law:

**I. Findings of Fact and Conclusions of Law**

The Court hereby incorporates by reference, and applies with equal force and effect to the Revised Plan, each of the findings of fact and conclusions of law made in the Prior Confirmation Order relating to: (i) the Debtors' satisfaction of all confirmation requirements under section 1129(a) of the Bankruptcy Code (except with respect to the Original Release Provisions) (*see* Prior Confirmation Order, pp. 18-21); (ii) the Debtors' satisfaction of all confirmation requirements under section 1129(b) of the Bankruptcy Code, as applicable (*see* Prior Confirmation Order, pp. 18-21); and (iii) the appropriateness, necessity and reasonableness of the negotiated settlements by and among the Debtors, the Committee, the Senior Secured Parties, the Subordinate Secured Parties, the Mechanic's Lien Claimants, Leducor and Jacobs (the "Plan Settlement Parties"), which are memorialized in Article IV of the Revised Plan (the "Plan Settlements") (*see* Prior Confirmation Order, pp. 42-43).

In addition, the Court makes the following additional findings of fact and conclusions of law with respect to the Original Plan and the Revised Plan:

A. On June 22, 2015 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Following the Petition Date, the Debtors continued in possession of their remaining property and operated and managed their remaining business and affairs as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. On July 1, 2015, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Committee"). No trustee or examiner has been appointed.

C. During these cases, the Debtors sold substantially all of their assets through three separate sale transactions pursuant to section 363 of the Bankruptcy Code (the “Sales”): (i) the Spring Valley Sale pursuant to the Spring Valley Sale Order; (ii) the GRP Sale pursuant to the GRP Sale Order; and (iii) the sale of the Debtors’ Tonopah Project pursuant to the *Order (A) Approving Private Sale of the Tonopah Project Free and Clear of Liens, Claims, and Interests Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, (B) Approving the Asset Purchase Agreement with 0862130 Corp., and (C) Granting Related Relief* (Docket No. 1227).

D. On February 24, 2017, the Debtors filed the Original Plan and the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Liquidation* (the “Disclosure Statement”) (Docket No. 1181).<sup>3</sup> Among other things, the Original Plan (i) sought to distribute the proceeds from the Sales and the other remaining assets of the Debtors as efficiently as possible through a liquidating trust in accordance with the priority scheme established by the Bankruptcy Code and the consensual settlements set forth in the Original Plan; (ii) memorialized the Plan Settlements by and among the Plan Settlement Parties, which were critical to resolving consensually all disputes among those parties, and avoiding the need for continued and expensive litigation that would have otherwise delayed the administration of these cases; and (iii) provided for the resolution of various other disputes, including disputes regarding the allocation of the GRP Sale Proceeds. The Revised Plan does not change or affect any of these matters.

E. The Original Plan provided for twelve classes of Claims and Equity Interests. Of those classes, Class Nos. 1, 3, 4, and 5 (the “Classes Deemed to Accept”) were unimpaired and deemed to accept the Original Plan; Class Nos. 2, 6, 7, 8, 9 and 10 (the “Voting Classes”) were

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<sup>3</sup> Prior versions of the Original Plan and the Disclosure Statement were filed earlier in the cases, but were subsequently amended to reflect various settlements, the consensual resolution of various other disputes, and other changes.



impaired and entitled to vote on the Original Plan; and Class Nos. 11 and 12 (the “Classes Deemed to Reject”) were impaired and deemed to reject the Original Plan. This classification structure remains unchanged in the Revised Plan.

F. On March 2, 2017, the Court entered an order (Docket No. 1191) (the “Disclosure Statement Order”) that, among other things: (i) approved the Disclosure Statement as containing “adequate information” under section 1125 of the Bankruptcy Code and authorized the Debtors to solicit votes regarding the Original Plan in accordance with the terms of the Disclosure Statement Order; (ii) approved the form of ballots, notices, and other documents; (iii) established April 14, 2017 at 5:00 p.m. (Mountain Time) as the deadline for creditors to vote on the Original Plan (the “Voting Deadline”); (iv) established April 14, 2017 at 5:00 p.m. (Mountain Time) as the deadline for parties to object to the Original Plan (the “Objection Deadline”); (v) approved procedures for soliciting and tabulating votes received regarding the Original Plan; and (vi) scheduled a confirmation hearing for May 2, 2017 at 9:30 a.m. (Mountain Time).

G. On March 2, 2017, the Debtors filed the *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* (Docket No. 1193) (the “Confirmation Hearing Notice”), a copy of which was included with the solicitation materials and also served on all parties in interest in these cases as set forth in the *Affidavit of Service of Solicitation Materials* (Docket No. 1228) (the “Solicitation Affidavit”) filed by Epiq Bankruptcy Solutions, LLC (“Epiq”), the Debtors’ claims, noticing and solicitation agent.

H. The Debtors and Epiq complied with all requirements for soliciting and tabulating votes with respect to the Original Plan and for providing notice of the Original Plan and the related dates and deadlines, including the Voting Deadline, the Objection Deadline, and the Confirmation

Hearing. In particular, on March 9, 2017, Epiq Systems completed service of all solicitation packages, notices of non-voting status, and all other required notices, documents and solicitation materials as set forth in detail in the Solicitation Affidavit.

I. The service of the Confirmation Hearing Notice, the solicitation packages, and the related documents and materials complied with the requirements of the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules for United States Bankruptcy Court for the District of Colorado, and the Debtors and their management, professionals, agents and advisors acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code in connection with soliciting votes on the Original Plan.

J. Such service was adequate and sufficient to provide notice of the Original Plan, the Confirmation Hearing, the Voting Deadline, the Objection Deadline, and all other relevant dates and deadlines, and no other or further notice is or shall be required.

K. No holder of a Claim or Equity Interest objected to the Original Plan, and each of the Senior Agent, the Subordinate Agent, the Committee, the Mechanic's Lien Claimants, Ledcor, and Jacobs agreed to support confirmation of the Original Plan as a condition to their respective settlement agreements set forth in the Original Plan.<sup>4</sup> The only party who objected to the Original Plan was the United States Trustee (Docket No. 1252) (the "UST Objection").

L. On March 24, 2017, the Debtors filed the proposed Liquidating Trust Agreement (Docket No. 1229), which is Exhibit I to the Original Plan. On April 4, 2017, the Debtors filed the remaining exhibits to the Original Plan: Exhibit II (Executory Contracts and Unexpired Leases to be Assumed), Exhibit III (Retained Causes of Action), and Exhibit IV (Wind-Down Budget).

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<sup>4</sup> Certain classes of Claims and Equity Interests were deemed to reject the Original Plan and were not entitled to vote. Nonetheless, no holder of a Claim or Equity Interest filed an objection to the Original Plan.

No objections were filed to any of these exhibits (collectively, the “Plan Exhibits”). The Plan Exhibits remain unchanged in connection with the Revised Plan.

M. On April 4, 2017, the Debtors filed the *Notice of Initial Liquidating Trustee and Initial Members of Liquidating Trust Committee* (Docket No. 1243) (the “Liquidating Trust Notice”). No objections have been filed to the identity of the initial Liquidating Trustee, the identity of the initial members of the Liquidating Trust Committee, or any other information disclosed in Liquidating Trust Notice. These matters remain unchanged in connection with the Revised Plan.

N. On April 21, 2017, the Debtors filed the *Declaration of Joseph Arena on Behalf of Epiq Bankruptcy Solutions, LLC, Regarding Voting and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan of Liquidation* (Docket No. 1258) (the “Epiq Voting Declaration”), which, among other things, set forth the results of voting with respect to the Original Plan by class.

O. As set forth in the Epiq Voting Declaration, each of the Voting Classes except for Class No. 10 voting overwhelmingly to accept the Original Plan. With respect to Class No. 10, only two votes were received, and one of the two voters, holding a claim of approximately \$200, voted against the Original Plan. As such, Class No. 10 did not accept the Original Plan.

P. On April 28, 2017, the Debtors filed the *Declaration of Daniel Brosious in Support of Plan Confirmation* (Docket No. 1270) (the “Brosious Declaration”), which addressed, among other things, the requirements of sections 1129(a) and (b) of the Bankruptcy Code as they relate to the Original Plan and adequately demonstrated that such requirements have been met. As noted in the Prior Confirmation Order (*see* p. 42), the Brosious Declaration was submitted by the Debtors

at the Confirmation Hearing in support of confirmation of the Original Plan, and was accepted by the Court without objection.

Q. On May 2, 2017, the Court conducted the Confirmation Hearing with respect to the Original Plan at which it received into evidence the uncontroverted testimony set forth in the Brosious Declaration and the Epiq Voting Declaration and other supporting evidence. No holder of a Claim or Equity Interest or other party in interest raised any objection to confirmation of the Original Plan at the Confirmation Hearing except for the United States Trustee who presented legal argument in support of the objections made in the UST Objection. The Court took the matter under advisement.

R. On October 6, 2017, the Court entered the Order denying confirmation of the Original Plan because of certain concerns with the Original Release Provisions, but otherwise found that the Original Plan met all requirements for confirmation and complied with all aspects of sections 1123, 1129(a), and 1129(b) of the Bankruptcy Code (*see* Prior Confirmation Order, pp. 19-21).

S. The Court overruled the UST Objection as it related to all matters other than the Original Release Provisions (*see* Order, pp. 21-23).

T. The Debtors filed the Revised Plan to address and resolve the Court's concerns with the Original Release Provisions and to make other conforming or corrective changes. The Senior Agent, Subordinate Agent and Committee, the only parties (other than the Debtors) affected by the revisions to the Original Plan, have consented to such changes and support confirmation of the Revised Plan. The changes and modifications to the Original Plan contained in the Revised Plan are not material and do not adversely affect the treatment of any Claims or Equity Interests under the terms of the Original Plan. Accordingly, pursuant to sections 1125, 1126, and 1127 of the



Bankruptcy Code, there is no need for the Debtors to re-solicit votes on the Revised Plan. Each of the Classes Deemed to Accept the Original Plan and, except for Class No. 10, each of the Voting Classes who voted to accept the Original Plan is deemed to accept the Revised Plan.

U. The Debtors have provided ample notice of the Revised Plan under the circumstances, and no other or further notice is necessary.

V. The Court hereby finds with respect to the Revised Plan that the Debtors have satisfied all requirements for confirmation of the Revised Plan under section 1129(a) of the Bankruptcy Code, except for the requirements of section 1129(a)(7) due to the rejection of the Revised Plan by Class No. 10 and the deemed rejection of the Revised Plan by the classes deemed to reject. In particular:

- (i) The Revised Plan complies with the applicable provisions of the Bankruptcy Code.
- (ii) The Debtors, as plan proponents, have complied with the applicable provisions of the Bankruptcy Code.
- (iii) The Revised Plan has been proposed in good faith and not by any means forbidden by law;
- (iv) Any payment made or to be made by the Debtors under the Revised Plan for services or for costs and expenses in or in connection with these cases, or in connection with the Revised Plan and incident to these cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable;
- (v) The Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Revised Plan, as a director, officer or voting trustee of the Debtors, an affiliate of the Debtors participating in a joint plan with the Debtors, or a successor to the Debtors under the Revised Plan, and the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy;
- (vi) No insider will be employed or retained by a reorganized Debtor or by the Midway Liquidating Trust;

- (vii) There are no rate changes provided by the Revised Plan with respect to any governmental regulatory commission;
- (viii) Each holder of a claim or interest in an impaired class of claims or interests under the Revised Plan has either accepted the Revised Plan or will receive or retain under the Revised Plan on account of such claim or interest property of a value, as of the effective date of the Revised Plan, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date;
- (ix) Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the Revised Plan provides for distributions in accordance with section 1129(a)(9) of the Bankruptcy Code;
- (x) At least one class of claims that is impaired under the Revised Plan has accepted the Revised Plan, determined without including any acceptance of the Revised Plan by any insider;
- (xi) Confirmation of the Revised Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Revised Plan, unless such liquidation or reorganization is proposed in the Revised Plan;
- (xii) All fees payable under section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Revised Plan provides for the payment of all such fees on the effective date of the Revised Plan;
- (xiii) There are no retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code that require continued payment under the Revised Plan; and
- (xiv) All transfers of property under the Revised Plan shall be made in accordance with any applicable provisions of nonbankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

W. Thus, as to each of the Classes Deemed to Accept the Original Plan and, except for Class No. 10, each of the Voting Classes who voted to accept the Original Plan, the Debtors have met their burden and the Revised Plan satisfies the requirements for confirmation under section 1129(a) of the Bankruptcy Code.

**II. Findings of Fact and Conclusions of Law Regarding Cram-Down Under Section 1129(b) of the Bankruptcy Code**

X. As to Class No. 10 and the Classes Deemed to Reject, the Revised Plan is fair and equitable, does not unfairly discriminate against the rejecting classes, and otherwise satisfies the requirements for confirmation on a “cram-down” basis under section 1129(b) of the Bankruptcy Code.

Y. In particular, Class No. 10 is comprised of all general unsecured claims against Debtor Midway Gold Realty LLC. There is no discrimination, let alone unfair discrimination, amongst holders of Claims against that Debtor because all holders of Claims against that Debtor will receive the same treatment and distributions (estimated to be between 2% and 3%). In addition, the Revised Plan is fair and equitable as to Class No. 10 because no holders of Claims against that Debtor which are junior to the Claims in Class No. 10 or holders of Equity Interests in that Debtor will receive any property, and the treatment of such Claims otherwise complies with the absolute priority rule.

Z. With respect to the Classes Deemed to Reject, Class No. 11 is comprised of all General Unsecured Claims against the No Asset Debtors. There is no discrimination, let alone unfair discrimination, amongst holders of such Claims against the No Asset Debtors because all holders of such Claims of each No Asset Debtor will receive the same treatment. No holder of a General Unsecured Claim against a No Asset Debtor will receive a distribution under the Revised Plan because the No Asset Debtors do not have any unencumbered assets available for holders of General Unsecured Claims. In addition, the Revised Plan is fair and equitable as to Class No. 11 because no holders of Claims against those Debtors which are junior to the Claims in Class No. 11 or holders of Equity Interests in those Debtors will receive any property, and the treatment of such claims otherwise complies with the absolute priority rule.

AA. The second of the Classes Deemed to Reject is Class No. 12, which is comprised of all Equity Interests in any of the Debtors. There is no discrimination, let alone unfair discrimination, amongst holders of such Equity Interests in any Debtor because all holders of such Equity Interests will receive the same treatment. No holder of any Equity Interest in any Debtor will receive a distribution or retain any property under the Revised Plan because no Debtor has sufficient unencumbered assets to pay its creditors in full. In addition, the Revised Plan is fair and equitable as to Class No. 12 because no holders of Claims or Equity Interests in any Debtor which are junior to the Equity Interests in Class No. 12 will receive any property, and the treatment of such Equity Interests otherwise complies with the absolute priority rule.

BB. Thus, as to Class No. 10 and each of the Classes Deemed to Reject, the Debtors have met their burden and the Revised Plan satisfies the requirements for confirmation under section 1129(b) of the Bankruptcy Code.

### **III. Findings of Fact and Conclusions of Law Regarding the Plan Settlements**

CC. Article IV of the Revised Plan sets forth the terms of the Plan Settlements. The Plan Settlements were heavily negotiated at arms' length and in good faith and are critical to the implementation of the Revised Plan.

DD. Among other things, the Plan Settlements resolve numerous significant disputes among the Plan Settlement Parties that have delayed the administration of these cases, and that would continue to delay the administration of these cases and further drain the assets of the estates absent the consensual resolutions reflected by the Plan Settlements.

EE. The Plan Settlements also provide for the establishment of various reserves, including the MGUS GUC Reserve and the Non-MGUS GUC Reserve, and the additional reserves described in Article V.



FF. The Plan Settlements provide for certain releases and exculpations in favor of the Plan Settlement Parties, which are critical components of the Plan Settlements and, without which, the Plan Settlement Parties would not have agreed to the Plan Settlements. Each of the Plan Settlement Parties receiving a release under the Plan Settlements provided adequate consideration in exchange for such releases and exculpations.

GG. The Plan Settlements materially benefit the Debtors and their respective estates and creditors by consensually resolving significant disputes that would otherwise delay the administration of these cases, establishing the reserves described therein, and serving as the basis on which the Debtors were able to obtain support for the Revised Plan from each of the Plan Settlement Parties. The Plan Settlements also enable many holders of General Unsecured Claims to receive distributions under the Revised Plan that are in greater amounts than otherwise would have been possible absent such Plan Settlements. Notably, no holder of any Claim or Equity Interest has objected to the Plan Settlements, the releases and exculpations provided to the Plan Settlement Parties by the Revised Plan, or any other aspect of the Revised Plan. As such, the Plan Settlements are in the best interests of the Debtors, their respective estates and all holders of Claims and Equity Interests, are fair, equitable and within the range of reasonableness, and good cause exists to approve the Plan Settlements pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure.

**IV. Findings of Fact and Conclusions of Law Regarding the Article IX Release Provisions of the Revised Plan**

HH. Article IX of the Revised Plan sets forth the terms of, among other things, (i) a release by the Debtors in favor of the Senior Secured Parties, the Subordinate Secured Parties, and their respective representatives, (ii) a mutual release by and among the Committee, the Senior Secured Parties, the Subordinate Secured Parties, and their respective representatives, and (iii) an

exculpation in favor of all estate fiduciaries for postpetition matters relating to the conduct of these chapter 11 cases and within the scope of their respective duties through the Effective Date (the “Revised Article IX Release Provisions”).

II. The Revised Article IX Release Provisions were negotiated at arm’s length and in good faith among the parties thereto, are reasonable under the circumstances, and a necessary component of the Revised Plan. The Revised Article IX Provisions comply with the Prior Confirmation Order.

**V. Other Findings**

JJ. The Bankruptcy Court has jurisdiction over these cases pursuant to 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to the Bankruptcy Court pursuant to Rule 84.1 of the Local Rules of Practice of the United States District Court for the District of Colorado – Civil. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Revised Plan is a core proceeding under 28 U.S.C. § 157(b)(2), and the Bankruptcy Court has exclusive jurisdiction to determine whether the Revised Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

KK. The Bankruptcy Court takes judicial notice of the docket in these cases maintained by the Clerk of the Bankruptcy Court and/or its duly appointed agent, including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at or in connection with the hearings held before this Bankruptcy Court during these cases, including, without limitation, the Confirmation Hearing.

NOW, THEREFORE, based upon the foregoing findings of fact and conclusions of law, the evidence proffered or adduced and the arguments of counsel made at or in connection with the Confirmation Hearing, the Epiq Voting Declaration, the Brosious Declaration, and the entire

record of these cases, and after due deliberation thereon and good and sufficient cause appearing therefor, it is hereby ORDERED:

1. The findings of fact and conclusions of law herein constitute the Bankruptcy Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. Any finding of fact shall constitute a finding of fact even if it is referred to as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is referred to as a finding of fact.

2. The Confirmation Motion is hereby granted and the Revised Plan is hereby confirmed in its entirety under and pursuant to sections 1129(a) and (b) of the Bankruptcy Code, as set forth herein. A copy of the Revised Plan is attached hereto as Exhibit A.

3. All Plan Exhibits are hereby approved in their entirety. The terms of the Revised Plan and the Plan Exhibits are incorporated by reference into, and are an integral part of, this Confirmation Order, and shall be effective and binding as of the Effective Date, without any further action by any of the Debtors' boards of directors or officers, as applicable, or security holders.

4. Any action under the Revised Plan or this Confirmation Order to be taken by, or required of, the Debtors or the Liquidating Trustee, shall be authorized and approved in all respects, without any requirement of further action by any of the Debtors' boards of directors or officers, as applicable, or security holders. The Debtors and the Liquidating Trustee are hereby fully empowered and authorized to act in accordance with the Revised Plan and the Liquidating Trust, and to implement and enforce the terms of the Revised Plan and the Liquidating Trust Agreement.

5. All holders of Claims and Equity Interests and other parties in interest have had a full and fair opportunity to litigate all issues raised by the Confirmation Motion and the Revised

Plan and no objections or other responses were filed to the Confirmation Motion and the Revised Plan by any holders of Claims or Equity Interests.

6. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Revised Plan shall bind any holder of a Claim or Equity Interest and such holders' respective successors and assigns, whether or not the Claims or Equity Interests of such holders are impaired under the Revised Plan and whether or not such holders have voted to accept the Revised Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

7. All transactions and other actions taken by the Debtors from the Petition Date through the Effective Date are hereby approved and ratified.

8. Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, each of the Plan Settlements set forth in Article IV of the Revised Plan, is hereby approved. The Debtors and their professionals, agents, and advisors (and following the Effective Date, the Liquidating Trustee and its professionals, agents and advisors) are hereby authorized to take any and all actions necessary or appropriate to reflect or otherwise implement the terms of the Revised Plan Settlements, including, without limitation, by updating the official claim register maintained by Epiq in accordance with the terms of the Plan Settlements.

9. The allocation of the GRP Sale Proceeds set forth in Article IV of the Revised Plan is hereby approved.

10. Except as otherwise provided in the Revised Plan or in any contract, instrument, release or other agreement or document created pursuant to the Revised 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 or the Liquidating Trustee, as applicable.

11. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Revised Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and all appropriate state or local governmental officials or agents are hereby directed 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.

12. On the Effective Date, except to the extent otherwise provided herein or in the Revised Plan, all notes, stock, instruments, certificates and other documents evidencing the Equity Interests and the Claims shall be deemed automatically cancelled and shall be of no further force or effect, whether surrendered for cancellation or otherwise, and the obligations of the Debtors thereunder or in any way related thereto, including any obligation of the Debtors to pay any franchise or similar type taxes on account of such Equity Interests or Claims, shall be discharged.

13. On or prior to the Effective Date, but subject to the occurrence of the Effective Date, the Debtors are hereby authorized to execute and deliver the Liquidating Trust Agreement, and make any necessary or appropriate changes thereto as are consistent with the Revised Plan, without the need for any further corporate or shareholder action or approval from the Bankruptcy Court. The Liquidating Trust Agreement, once executed, shall constitute a legal, valid binding and authorized obligation of the respective parties thereto, enforceable in accordance with its terms.

14. On the Effective Date or as soon as practicable thereafter, the Debtors are authorized to transfer all assets and other property to the Liquidating Trustee and make other required transfers in accordance with the terms of the Revised Plan, and all financial institutions are authorized and directed to honor any requests by the Debtors to transfer any cash or other property of the Debtors in their possession.

15. On the Effective Date or as soon as practicable thereafter, the Debtors shall transfer \$500,000.00 to the Liquidating Trust in order to fund the Wind-Down Budget, and such amount shall reduce the amount otherwise payable to the Senior Agent on account of the Senior Agent Secured Claim.

16. Notwithstanding anything in the Revised Plan or the Liquidating Trust Agreement to the contrary, in order to receive distributions under the Revised Plan, parties must submit executed W-9 forms or other necessary tax information to the Liquidating Trustee within 90 days of the Effective Date, or as soon as reasonably practicable thereafter. If such information is not provided within 60 days of being requested by the Liquidating Trustee, all Distributions to which such holders are or become entitled may be treated as Unclaimed Property.

17. All distributions under the Revised Plan shall be made in accordance with the Revised Plan and such methods of distribution are hereby approved. For the avoidance of doubt, on the Effective Date or as soon as practicable thereafter: (i) the Debtors or the Liquidating Trustee shall pay the Senior Agent Administrative Claim to the Senior Agent pursuant to Article II.A.2 of the Revised Plan to the extent provided therein, (ii) the Debtors or the Liquidating Trustee shall pay the Senior Agent Secured Claim to the Senior Agent pursuant to Article III.B.2.b of the Revised Plan to the extent provided therein, (iii) the Debtors or the Liquidating Trustee shall pay to the Senior Agent the difference between the Lien Priority Dispute Reserve and the actual

amounts paid to the Mechanic's Lien Claimants pursuant to Article III.B.4 of the Revised Plan to the extent provided therein, and (iv) the Liquidating Trustee shall pay to the Senior Agent the amount of the Other Pan Secured Claims that have been disallowed (or otherwise allowed as general unsecured claims) prior to the Effective Date in accordance with Article V.B.4 of the Revised Plan (including Claim Nos. 14, 78, 79, 118, 240 and 147).

18. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby directed and authorized to accept any and all documents, mortgages, deeds of trust, security filings, financing statements, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Revised Plan and this Confirmation Order. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any federal, state, commonwealth, local, foreign, or other governmental agency with respect to the implementation or consummation of the Revised Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Revised Plan, including but not limited to, with respect to the dissolution of the Debtors.

19. As soon as practicable after the Effective Date, the Liquidating Trustee shall file certificates of dissolution or such similar document to effect the dissolution of each of the Debtors under the applicable laws of its state of incorporation or domicile. Following such actions and upon the filing by or 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 each Debtor of its 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 or the board of directors of each such Debtor.

20. On the Effective Date, except to the extent that the Debtors either previously have 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 have 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 the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms is hereby 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 this Confirmation Order constitutes approval of any such rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. The rejection thereof is in the best interest of the Debtors, their Estates and all parties in interest in these cases.

21. In light of all of the circumstances and the record of these cases, including, without limitation, the Brosious Declaration and the other evidence proffered or adduced at or in connection with the Confirmation Hearing and the findings regarding the Revised Article IX Release Provisions that are set forth above, the Revised Article IX Release Provisions are hereby approved in their entirety and found to be: (i) within the jurisdiction of the Bankruptcy Court to approve under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (ii) an essential means of implementing the Revised Plan pursuant to section 1123(b) of the Bankruptcy Code; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released under such provisions; (v) in the best interests of the Debtors and all holders of Claims and Equity Interests; (vi) fair, equitable, and

reasonable; (viii) given and made after due notice and opportunity for hearing; and (ix) consistent with sections 105, 363, 1123, and 1129 of the Bankruptcy Code, Bankruptcy Rule 9019, and all other applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

22. Unless otherwise provided in the Revised Plan or this Confirmation Order, all injunctions or stays in effect during these cases (pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Revised Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Revised Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

23. The Administrative Bar Date is hereby approved. Except as otherwise provided in the Revised Plan, all Administrative Claims must be filed with the Bankruptcy Court by 5:00 p.m. (Mountain Time) on the first Business Day that is thirty (30) days after the Effective Date in accordance with the terms of the Revised Plan. **Failure to file and serve a timely Administrative Claim shall result in the Administrative Claim being forever barred and discharged without the need for further action, order or approval of or notice to the Bankruptcy Court.**

24. All final fee applications and requests for payment of a Professional Compensation Claim must be filed by no later than forty five (45) days after the Effective Date in accordance with the terms of the Revised Plan. Professionals may include in their final fee applications a request for payment of reasonable fees and expenses incurred in connection with preparing their final fee applications.

25. The Debtors or the Liquidating Trustee (as applicable) shall pay all fees payable pursuant to 28 U.S.C. § 1930(a) as set forth in the Revised Plan.

26. The Committee shall be automatically dissolved on the Effective Date.



27. On the Effective Date, the engagement of each Professional retained by the Debtors and the Committee shall be terminated without further order of the Bankruptcy Court or act of the parties; *provided, however*, that such Professionals shall be entitled to prosecute their respective Professional Compensation Claims and represent their respective constituents with respect to applications for payment of Professional Compensation Claims.

28. The Debtors may, upon order of the Bankruptcy Court, amend or modify the Revised Plan, in accordance with section 1127(b) of the Bankruptcy Code, to remedy any defect or omission, or reconcile any inconsistency in the Revised Plan in such manner as may be necessary to carry out the purpose and intent of the Revised Plan consistent with the terms set forth herein.

29. If prior to Consummation, this Confirmation Order is vacated pursuant to a Final Order, then except as provided in any order of the Bankruptcy Court vacating this Confirmation Order, the Revised Plan will be null and void in all respects, and nothing contained in the Revised Plan or Disclosure Statement shall: (a) constitute a waiver or release of any Claims, Equity Interests, or Causes of Action; (b) prejudice in any manner the rights of any Debtor or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by any Debtor or any other Entity.

30. If any of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Revised Plan prior to written notice of such order by the Debtors. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on this

Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Revised Plan, all documents relating to the Revised Plan and any amendments or modifications to the foregoing.

31. Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of this Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall, to the fullest extent permitted by law, retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in, arising under, or related to these cases for, among other things, the purposes set forth in Article X of the Revised Plan.

32. On or before seven (7) business days after the occurrence of the Effective Date (the “**Notice of Confirmation and Effective Date Service Deadline**”), the Debtors shall mail, or cause to be mailed, to the U.S. Trustee, all parties that, as of the date thereof, have requested notice in these cases pursuant to Bankruptcy Rule 2002, and all of the Debtors’ known Creditors and holders of Equity Interests a notice, substantially in the form attached hereto as **Exhibit B** (the “**Notice of Confirmation and Effective Date**”), that informs such parties of (i) the occurrence of the Effective Date, (ii) the occurrence of the various bar dates established in the Revised Plan and this Confirmation Order, including, without limitation, the Administrative Bar Date, and the bar date for Professional Compensation Claims, and (iii) such other matters as the Debtors deem appropriate; *provided, however*, that such notice need not be given or served under or pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules or this Confirmation Order to any Person to whom the Debtors mailed a Confirmation Hearing Notice but received such notice returned marked “undeliverable as addressed,” “moved-left no forwarding address,” “forwarding order expired,” or any similar reason unless prior to the Notice of Confirmation and Effective Date

Service Deadline, the Debtors have been informed in writing by such Person of that Person's new mailing address. The Notice of Confirmation and Effective Date described herein is adequate and appropriate under the particular circumstances of the confirmation of the Revised Plan, the entry of this Confirmation Order, the occurrence of the Effective Date, and the various bar dates established in the Revised Plan and this Confirmation Order, and no other or further notice is necessary or required pursuant to Bankruptcy Rules 3020(c) and 2002(f) or any other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules.

33. The terms of the Revised Plan are an integral part of this Confirmation Order and are incorporated herein by reference. The failure specifically to include or reference any particular provision of the Revised Plan in this Confirmation Order shall not in any manner whatsoever affect, diminish, or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that entry of this Confirmation Order constitutes approval and confirmation of the Revised Plan in its entirety.

34. The provisions of the Revised Plan and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purpose of each; *provided, however*, that if there is determined to be any inconsistency between any Revised Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any provision of this Confirmation Order shall be deemed a modification of the Revised Plan and shall control and take precedence. The provisions of this Confirmation Order are integrated with each other and are non-severable and mutually dependent.

35. This Confirmation Order shall be a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Chapter 11 Case.

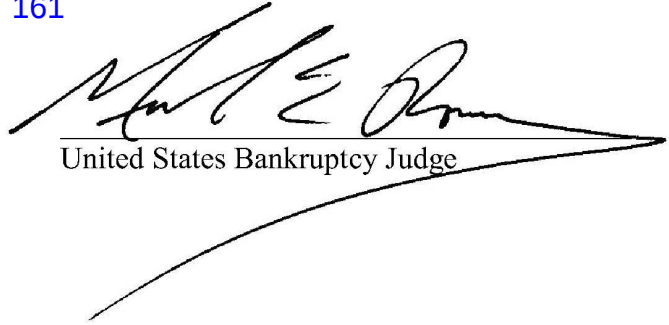
36. On the Effective Date, the Revised Plan shall be deemed to be substantially consummated under sections 1102 and 1127 of the Bankruptcy Code.

37. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Revised Plan, and the Liquidating Trust Agreement shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

38. The headings contained within this Confirmation Order are used for the convenience of the parties and shall not alter or affect the meaning of the text of this Confirmation Order.

39. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 7062 (and notwithstanding any other applicable provision of the Bankruptcy Code or the Bankruptcy Rules to the contrary), this Confirmation Order shall be effective and enforceable immediately upon entry.

40. Nothing in this Confirmation Order shall alter, modify, change, impair, or otherwise affect the rights and remedies of GRP Pan, LLC and GRP Minerals Corp. f/k/a/ GRP Minerals, LLC (the “GRP Parties”) under the *Revised Order Under 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bank. P. 2002, 6004, 6006, AND 9014 (I) Approving (A) the Sale of Substantially all Assets of the Debtors Pursuant to the 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 [Docket No. 870]*; and the GRP Parties reserve all rights and remedies granted to them thereunder.



United States Bankruptcy Judge

Dated: November 15, 2017  
Denver, Colorado



**EXHIBIT A**

**Revised Plan**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

|   |   |                                   |
|---|---|-----------------------------------|
| <b>In re:</b>   | ) | <b>Case No. 15-16835 MER</b>      |
|   | ) |                                   |
| <b>MIDWAY GOLD US INC. <i>et al.</i>,<sup>1</sup></b> | ) | <b>Chapter 11</b>                 |
|   | ) | <b>Jointly Administered Under</b> |
| <b>Debtors.</b>                                       | ) | <b>Case No. 15-16835 MER</b>      |
|   | ) |                                   |

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REVISED SECOND AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION

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*Counsel for the Debtors and Debtors in Possession*

Dated: October 18, 2017

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<sup>1</sup> 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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<sup>2</sup> 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. “*Excused 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), 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. “*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-MGUC GUC Reserve.

112. “*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).

113. “*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.

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

115. “*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.

116. “*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.

117. “*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.

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

119. “*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.

120. “*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).

121. “*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.

122. “*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.

123. “*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.

124. “*Senior Credit Agreement*” has the meaning given in the Cash Collateral Order.
125. “*Senior Lenders*” means those lenders from time to time party to the Senior Credit Agreement.
126. “*Senior Loan Documents*” has the meaning given in the Cash Collateral Order.
127. “*Senior Secured Obligations*” has the meaning given in the Cash Collateral Order.
128. “*Senior Secured Parties*” means the Senior Agent, the Senior Lenders, and CBA.
129. “*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.
130. “*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.
131. “*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.
132. “*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.
133. “*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.
134. “*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.
135. “*Subordinate Agent*” means HCP, in its capacity as administrative agent and collateral agent under the Subordinate Loan Documents.
136. “*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.

137. “*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.

138. “*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.

139. “*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.

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

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

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

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

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

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

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

147. “*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.

148. “*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.

149. “*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.

150. “*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.

151. “*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.

152. “*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.

153. “*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.

154. “*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:

Wadsworth Warner Conrardy, 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 (20<sup>th</sup>) 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.<sup>3</sup> 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

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<sup>3</sup> 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.

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 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 Ledcor Settlement, all Claims filed or otherwise asserted by Ledcor in the Chapter 11 Cases are deemed withdrawn and released with prejudice. Accordingly, Ledcor 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 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:

- Leducor 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 Leducor Proof of Claim, are hereby deemed withdrawn and forever waived and released with prejudice. Leducor 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 Leducor, including any Avoidance Actions, and any such claims as part of the Transferred Causes of Action that GRP Minerals may have against Leducor that were acquired by GRP Minerals through the GRP Sale, are deemed forever waived and released with prejudice.
- Leducor 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 "Leducor 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:

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

- 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:

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

- 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 19<sup>th</sup> 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:

| <b>Claimant</b> | <b>Claim Amount</b> | <b>Claimant Distribution / Allowed Class 4 Claims Amount (77.5%)</b> | <b>CBA Distribution (22.5%)</b> |
|-----------------|---------------------|--|---------------------------------|
| 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                       |
| <b>TOTAL</b>    | <b>1,612,515.13</b> | <b>1,249,699.22</b>  | <b>362,815.91</b>               |

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 VIIA 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 IXD. 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

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 the Senior Secured Parties, the Subordinate Secured Parties, and their respective Representatives, including, without limitation, the satisfaction and elimination of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise, each of the Debtors hereby provides a full release, waiver and discharge to the Senior Secured Parties, the Subordinate Secured Parties, and their respective Representatives (and each such 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, 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 taking place or continuing during these Chapter 11 Cases and prior to or on the Effective Date in any way related to the Debtors or the conduct of the Chapter 11 Cases, including, without limitation, those that any of the Debtors 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. Notwithstanding the foregoing, nothing herein is intended or shall be deemed to release any of the parties released under this provision from any claims or Causes of Action determined in a Final Order to have (i) resulted from gross negligence, willful misconduct, or fraud by such a released party, or (ii) arisen prior to the Petition Date.

2. Releases by and among the Committee, the Senior Secured Parties, and the Subordinate Secured Parties. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for the good and valuable consideration provided by the Committee, the Senior Secured Parties, the Subordinate Secured Parties, and their respective Representatives (collectively, the "Mutual Release Parties"), including, without limitation, the satisfaction and elimination of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise and the heavily negotiated



compromises and settlements set forth in Article IV of the Plan, each of the Mutual Release Parties hereby provides a full release, waiver and discharge to each of the other Mutual Release Parties 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, 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 taking place prior to or on the Effective Date in any way related to the Debtors or the conduct of the Chapter 11 Cases, including, without limitation, those that any of the Debtors 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. Notwithstanding the foregoing, nothing herein is intended or shall be deemed to release any of the parties released under this provision from any claims or Causes of Action determined in a Final Order to have (i) resulted from gross negligence, willful misconduct, or fraud by such a released party, or (ii) arisen prior to the Petition Date.

3. 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; and (d) approved after due notice and opportunity for hearing.

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 and prior to or on the Effective Date relating in any way to the conduct of these Chapter 11 Cases, including any act taken or omitted to be taken in connection with, or arising out of, the Chapter 11 Cases, including, without limitation, 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 Chapter 11 Cases; 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 (i) constituted gross negligence, willful misconduct, or fraud, (ii) been outside the scope of their respective duties in the Chapter 11 Cases, or (iii) arose prior to the Petition Date.

D. 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 party released thereunder, 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.

E. *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.

F. *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.

G. *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 **Error! Reference source not found.**;

10. enforce the Injunction set forth in ARTICLE IXD;

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 Edward T. Gavin, Managing Director  
Stanley W. Mastil, Senior Director  
Gavin/Solmonese LLP  
919 N. Market Street, Suite 600  
Wilmington, DE 19801

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: October 18, 2017

**Midway Gold US Inc. (for itself and  
on behalf of the other Debtors)**

/s/ Daniel Brosious  
By: Daniel Brosious  
Its: Chief Restructuring Officer

# **PLAN EXHIBIT I**

**(Liquidating Trust Agreement)**

## LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the “Liquidating Trust Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and among Midway Gold US Inc. and its affiliated debtors and debtors in possession (each a “Debtor” and, collectively, the “Debtors”), and [\*], as trustee (the “Liquidating Trustee”) and executed in connection with the Debtors’ *Second Amended Joint Chapter 11 Plan of Liquidation*, dated [\*], 2017 (as the same has been or may be amended, the “Plan”)<sup>1</sup> filed in the United States Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”).

### RECITALS

**WHEREAS**, on June 22, 2015 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the Bankruptcy Court (collectively, the “Chapter 11 Cases”);

**WHEREAS**, on July 1, 2015 and July 8, 2015, the Office of the United States Trustee (the “United States Trustee”) appointed the official committee of unsecured creditors in the Debtors’ chapter 11 cases (Docket Nos. 95, 117) (the “Committee”);

**WHEREAS**, since the Petition Date, the Debtors have successfully consummated (i) a sale of their interest in the Spring Valley project and related assets to Solidus Resources, LLC pursuant to the *Order (A) Approving the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims, Interest, and Encumbrances, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* (Docket No. 565) and (ii) a sale of substantially all of their remaining assets to GRP Minerals, LLC pursuant to 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* (Docket No. 870) (collectively, “Sales”);

**WHEREAS**, as a result of the Sales, the Debtors no longer have any ongoing business operations;

**WHEREAS**, on February 24, 2017, the Debtors filed the Plan (Docket No. 1180) and the proposed Disclosure Statement for the Plan (Docket No. 1181), which Disclosure Statement was approved as containing adequate information for purposes of soliciting votes on the Plan in the *Order (A) Approving Amended Disclosure Statement, (B) Approving Procedures for Solicitation of Votes on Second Amended Joint Chapter 11 Plan of Liquidation, and (C) Scheduling Confirmation Hearing and Related Dates and Deadlines* (Docket No. 1191);

**WHEREAS**, on [\*], 2017, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”) (Docket No. \_\_\_\_);

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings given in the Plan.

**WHEREAS**, the Effective Date of the Plan occurred on [\*], 2017;

**WHEREAS**, the Plan and Confirmation Order contemplate, on the Effective Date, (a) the creation of a Liquidating Trust (the “Liquidating Trust”) and the creation of the beneficial interests in the Liquidating Trust solely for the benefit of holders of Claims (collectively, the “Beneficiaries” and, each individually, a “Beneficiary”), and (b) the Liquidating Trust will be vested with the Liquidating Trust Fund as set forth in the Plan, including, without limitation, (i) 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, (ii) the Remaining Assets, (iii) the Retained Causes of Action, (iv) all rights under (x) the Asset Purchase Agreements and payments owing to the Debtors thereunder, (y) the Sale Orders, and (z) any other order of the Bankruptcy Court, (iv) all proceeds of any of the foregoing received by any person or Entity on or after the Effective Date and (v) 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 (collectively, the “Liquidating Trust Assets”);

**WHEREAS**, the Plan contemplates that, pursuant to Treasury Regulation Section 301.7701-4(d), the Liquidating Trust shall be created for the purpose of: (a) administering the Liquidating Trust Assets; (b) resolving all Disputed Claims; (c) pursuing the Retained Causes of Action, and (d) making all Distributions to the Beneficiaries provided for under the Plan, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the liquidating purpose of the Liquidating Trust and the Plan; and

**WHEREAS**, the Liquidating Trust is intended to qualify as a “grantor trust” for U.S. federal income tax purposes, pursuant to Sections 671-677 of the Internal Revenue Code of 1986, as amended (the “IRC”), with the Beneficiaries to be treated as the grantors of the Liquidating Trust and deemed to be the owners of the Liquidating Trust Assets (subject to the rights of creditors of the Liquidating Trust), and consequently, the transfer of the Liquidating Trust Assets to the Liquidating Trust shall be treated as a deemed transfer of those assets from the Debtors and the Estates to the Beneficiaries followed by a deemed transfer by such Beneficiaries to the Liquidating Trust for federal income tax purposes. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

**NOW, THEREFORE**, pursuant to the Plan and the Confirmation Order, in consideration of the promises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

## **ARTICLE I DECLARATION OF TRUST**

Section 1.1 Creation and Purpose of the Liquidating Trust. The Debtors and the Liquidating Trustee hereby create the Liquidating Trust for the primary purpose of liquidating and distributing the Liquidating Trust Assets to the Beneficiaries in accordance with the Plan, the



Confirmation Order, and applicable tax statutes, rules, and regulations, and in an expeditious but orderly manner, with no objective to continue or engage in the conduct of a trade or business. In particular, the Liquidating Trustee shall (a) make continuing efforts to collect and reduce the Liquidating Trust Assets to Cash, and (b) make timely distributions and not unduly prolong the duration of the Liquidating Trust.

Section 1.2 Declaration of Trust. In order to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan, the Debtors and the Liquidating Trustee have executed this Liquidating Trust Agreement and, effective on the Effective Date, all of the right, title, and interests of the Debtors' Estates in and to the Liquidating Trust Assets shall vest in the Liquidating Trust, to have and to hold unto the Liquidating Trust and its successors and assigns forever, under and subject to the terms of the Plan and the Confirmation Order for the benefit of the Beneficiaries and their successors and assigns as provided for in this Liquidating Trust Agreement and in the Plan and Confirmation Order.

Section 1.3 Vesting of Estate Assets. On the Effective Date, pursuant to the terms of the Plan, the Liquidating Trust Assets (not otherwise abandoned pursuant to the terms of the Plan), including all such assets held or controlled by third parties, shall be vested in the Liquidating Trust, which also shall own and be authorized to obtain, liquidate, and collect all of the Liquidating Trust Assets in the possession of third parties and pursue all of the Retained Causes of Action. Subject to the provisions of the Plan, all such Liquidating Trust Assets shall be transferred and delivered to the Liquidating Trust free and clear of interests, Claims, Liens, or other encumbrances of any kind. The Liquidating Trustee shall have no duty to arrange for any of the transfers contemplated hereunder or by the Plan or to ensure their compliance with the terms of the Plan and the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers. Moreover, on the Effective Date, all privileges with respect to any Liquidating Trust Assets, including without limitation the attorney/client privilege, work product protection, or other privilege or immunity attaching to any documents or communications, to which the Debtors are entitled shall be automatically vested in, and available for assertion by or waiver by the Liquidating Trustee on behalf of the Liquidating Trust. To the extent any of the foregoing does not automatically occur on the Effective Date or is not effectuated through the Confirmation Order or this Agreement, the Debtors shall, to the extent practicable, execute such other and further documents as are reasonably necessary to effectuate all of the foregoing and shall reasonably cooperate with the Liquidating Trustee in transitioning the administration of the Liquidating Trust Assets and Claims against the Debtors to the Liquidating Trust. To the extent any law or regulation prohibits the transfer of ownership of any of the Liquidating Trust Assets to the Liquidating Trust and such law is not superseded by the Bankruptcy Code, the Liquidating Trust's interest shall be a lien upon and security interest in such Liquidating Trust Assets, in trust for the sole use and purposes set forth in this Liquidating Trust Agreement, which shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages.

Section 1.4 Funding of the Trust. The Liquidating Trust shall be funded, on the Effective Date, with the Liquidating Trust Assets, as provided for in the Plan and in the Confirmation Order.

Section 1.5 Acceptance by Liquidating Trustee. The Liquidating Trustee hereby accepts the trust imposed upon it by this Liquidating Trust Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this Liquidating Trust Agreement, the Plan, and the Confirmation Order. In connection with and in furtherance of the purposes of the Liquidating Trust, the Liquidating Trustee hereby accepts the transfer of the Liquidating Trust Assets.

Section 1.6 Name of the Liquidating Trust. The Liquidating Trust established hereby shall be known as the “Midway Liquidating Trust”.

Section 1.7 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Liquidating Trust shall itself have the capacity to act or refrain from acting, on its own behalf, including the capacity to sue and be sued. The Liquidating Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

Section 1.8 Liquidating Trust Committee. Pursuant to the Plan and this Liquidating Trust Agreement, the Liquidating Trust Committee shall be created on the Effective Date. The Liquidating Trust Committee shall be composed of certain general unsecured creditors in the Debtors’ chapter 11 cases that are willing to serve as members of the Liquidating Trust Committee consistent with Article IV and all other applicable provisions of the Plan. The Liquidating Trust Committee shall have the duties and powers as provided for in the Plan and in this Liquidating Trust Agreement.

## **ARTICLE II THE LIQUIDATING TRUSTEE**

Section 2.1 Appointment. The Liquidating Trustee has been selected pursuant to the provisions of the Plan and has been appointed as of the Effective Date. The Liquidating Trustee’s appointment shall continue until the earlier of (a) the termination of the Liquidating Trust or (b) the Liquidating Trustee’s resignation, death, dissolution, removal, or liquidation.

Section 2.2 General Powers. Except as otherwise provided in this Liquidating Trust Agreement, the Plan, or the Confirmation Order, the Liquidating Trustee may control and exercise authority over the Liquidating Trust Assets, over the acquisition, management, and disposition thereof, and over the management and conduct of the affairs of the Liquidating Trust. Regarding all matters identified in Section 3.3 hereof, the Liquidating Trustee shall follow the direction of the Liquidating Trust Committee; provided, however, that nothing in this Liquidating Trust Agreement shall be deemed to prevent the Liquidating Trustee from taking, or failing to take, any action that, based upon the advice of counsel or other professionals, it determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which the Liquidating Trustee owes to the Beneficiaries or any other person or Entity. No person dealing with the Liquidating Trust shall be obligated to inquire into the Liquidating Trustee’s authority in connection with the acquisition, management, or disposition of Liquidating Trust Assets; provided, however, that the members of the Liquidating Trust Committee are entitled to make such inquiries in connection with the exercise of their rights or powers pursuant

Section 3.3 of this Liquidating Trust Agreement. Without limiting the foregoing, and unless specifically limited or restricted by the Plan, the Confirmation Order, or other provisions of this Liquidating Trust Agreement, the Liquidating Trustee shall be expressly authorized to, with respect to the Liquidating Trust and the Liquidating Trust Assets, and may cause the Liquidating Trust to:

(a) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced, and take all actions that may be or could have been taken with respect to the Liquidating Trust Assets by any officer, director, shareholder or other party acting in the name of the Debtors or their Estates with like effect as if duly authorized, exercised, and taken by action of such officers, directors, shareholders or other party.

(b) Open and maintain bank accounts on behalf of or in the name of the Liquidating Trust, calculate and make Distributions, and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves, in the name of the Liquidating Trust, provided that the Liquidating Trustee need not maintain the Liquidating Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Liquidating Trust; provided, however, that the Liquidating Trust shall treat all such reserved funds as being held in segregated accounts in its books and records.

(c) Receive, manage, invest, supervise, and protect the Liquidating Trust Assets, subject to the limitations provided herein.

(d) Hold legal title to any and all Liquidating Trust Assets and to any and all rights of the Debtors in or arising out of the Liquidating Trust Assets.

(e) Subject to the applicable provisions of the Plan and this Liquidating Trust Agreement, collect and liquidate all Liquidating Trust Assets pursuant to the Plan.

(f) Review, and where appropriate and in consultation with the Liquidating Trust Committee, object to Claims, and supervise and administer the commencement, prosecution, settlement, compromise, withdrawal or resolution of all Disputed Claims.

(g) Investigate any Retained Causes of Action and any objections to Claims, and cause the Liquidating Trust to seek authority for the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004.

(h) Subject to Article IV of this Liquidating Trust Agreement, commence, prosecute, compromise, settle, withdraw, abandon, or resolve all Retained Causes of Action.

(i) If necessary or appropriate, (1) seek a determination of tax liability or refund under Section 505 of the Bankruptcy Code; (2) file any and all tax and information returns required with respect to the Liquidating Trust and Debtors (to the extent required by the Plan); (3) make tax elections for and on behalf of the Liquidating Trust and Debtors (to the extent required by the Plan); (4) pay taxes, if any, payable for and on behalf of the Liquidating

Trust and Debtors (to the extent required by the Plan); and (5) file and prosecute claims for tax refunds to which the Debtors or the Liquidating Trust may be entitled.

(j) Pay all lawful expenses, debts, charges, taxes and liabilities of the Liquidating Trust and make all payments relating to the Liquidating Trust Assets.

(k) Make Distributions to the Beneficiaries, and to creditors of the Liquidating Trust as provided for, or contemplated by, the Plan, the Confirmation Order, and this Liquidating Trust Agreement.

(l) Withhold from the amount distributable to any person or Entity such amount as may be sufficient to pay any tax or other charge which the Liquidating Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof.

(m) Enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order or this Liquidating Trust Agreement and perform all obligations thereunder.

(n) If any of the Liquidating Trust Assets are situated in any state or other jurisdiction in which the Liquidating Trustee is not qualified to act as trustee, subject to the approval of the Liquidating Trust Committee, nominate and appoint a person duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the Liquidating Trustee in its discretion; confer upon such trustee all the rights, powers, privileges, and duties of the Liquidating Trustee hereunder, subject to the conditions and limitations of this Liquidating Trust Agreement, except as modified or limited by the Liquidating Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is acting shall prevail to the extent necessary); require such trustee to be answerable to the Liquidating Trustee for all monies, assets and other property that may be received in connection with the administration of all property; and, subject to the approval of the Liquidating Trust Committee, remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the Liquidating Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal.

(o) Subject to Section 5.6 of this Liquidating Trust Agreement, purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable.

(p) Implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this Liquidating Trust Agreement.

(q) Employ and compensate professionals and other agents without further order of the Bankruptcy Court; provided that, for the avoidance of doubt, nothing in this Liquidating Trust Agreement shall limit the Liquidating Trustee from engaging counsel or other

professionals, including the Liquidating Trustee itself or the Liquidating Trustee's firm and their affiliates, to do work for the Liquidating Trust.

(r) Undertake all administrative functions remaining in the Chapter 11 Cases, including the ultimate closing of the Chapter 11 Cases.

(s) Undertake all administrative functions of the Liquidating Trust, including overseeing the winding down and termination of the Liquidating Trust.

(t) Invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills or other investments that a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any modification in the Internal Revenue Services ("IRS") guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(u) Hire former employees of the Debtors to the extent their services are needed to assist in the wind down of the estates.

(v) Abandon or donate to a not-for-profit corporation, under applicable federal and state laws, any Liquidating Trust Assets that the Liquidating Trustee, in consultation with the Liquidating Trust Committee, determines to be too impractical to distribute to Beneficiaries or of inconsequential value to the Liquidating Trust and Beneficiaries.

(w) Cause the Liquidating Trust to send annually to Beneficiaries, in accordance with the tax laws, a separate statement stating a Beneficiary's interest in the Liquidating Trust and its share of the Liquidating Trust's income, gain, loss, deduction or credit, and to instruct all such Beneficiaries to report such items on their federal tax returns.

(x) Request and obtain extensions of the Claims Objection Bar Date.

(y) Take all other actions consistent with the provisions of the Plan, the Confirmation Order and this Liquidating Trust Agreement that the Liquidating Trustee deems reasonably necessary or desirable to administer the Liquidating Trust.

Section 2.3 Safekeeping and Investment of Trust Assets. All monies and other assets received by the Liquidating Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Beneficiaries, but need not be segregated in separate accounts from other Liquidating Trust Assets, unless and to the extent required by law or the Plan. The Liquidating Trustee shall not be under any obligation to invest Liquidating Trust Assets. Neither the Liquidating Trust nor the Liquidating Trustee shall have any liability for interest or producing income on any monies received by them and held for Distribution or payment to the Beneficiaries, except as such interest shall actually be received by the Liquidating Trust or Liquidating Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan, the powers of the Liquidating Trustee to invest any monies held by the Liquidating Trust, other than those powers reasonably necessary to maintain the value of the Liquidating Trust Assets and to further the Liquidating Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of

deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills; provided, however, that the scope of permissible investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulation section 3.01.7701-4(d), may be permitted to hold pursuant to the Treasury Regulations, or any modification of the IRS guidelines, whether set forth in IRS rulings, IRS pronouncements or otherwise. For the avoidance of doubt, the provisions of Title 12, Section 3302 of the Delaware Code shall not apply to this Agreement. Notwithstanding the foregoing, the Liquidating Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere or conflict with the Liquidating Trustee's administration of the Liquidating Trust.

Section 2.4 Compensation of Liquidating Trustee and its Agents and Professionals.

(a) The Liquidating Trustee shall be entitled to receive reasonable compensation for the performance of its duties after the Effective Date as set forth on [Exhibit A]. Any successor to the Liquidating Trustee shall also be entitled to reasonable compensation in connection with the performance of its duties, which compensation may be different from the terms provided herein and shall be approved by the Liquidating Trust Committee, plus the reimbursement of reasonable out-of-pocket expenses.

(b) The Liquidating Trustee (only with respect to its fees and expenses incurred prior to the Effective Date and the reimbursement of its reasonable out-of-pocket expenses incurred after the Effective Date) and each of its or the Liquidating Trust's agents and professionals (unless any such agents or professionals, the Liquidating Trustee, and the Liquidating Trust Committee agree to different treatment) seeking compensation or reimbursement shall serve a statement on the Liquidating Trustee. The Liquidating Trustee will have ten (10) days from the date such statement is received to review the statement and object to such statement by serving an objection on the Liquidating Trustee, the Liquidating Trust Committee, and the party seeking compensation setting forth the precise nature of the objection and the amount at issue. At the expiration of the ten (10) day period, and without further order of the Bankruptcy Court (except as provided herein), the Liquidating Trustee shall pay from the Liquidating Trust Assets, or the proceeds or income thereof, 100% of the amounts requested, except for the portion of such fees and expenses to which any objection has been made. The parties shall attempt to consensually resolve objections, if any, to any statement. If the parties are unable to reach a consensual resolution of any such objection, the party who received an objection to its fees and expenses may seek payment of such fees and expenses by filing a motion with and obtaining an order from the Bankruptcy Court and providing notice to the Liquidating Trustee and the Liquidating Trust Committee. If any agent or professional fails to submit a statement, it shall be ineligible to receive payment of fees and expenses therefore as provided in this Liquidating Trust Agreement until the statement is submitted.

Section 2.5 Abandonment; Donation. If, in the Liquidating Trustee's reasonable judgment, any Liquidating Trust Assets cannot be sold or distributed in a commercially reasonable manner or the Liquidating Trustee believes in good faith that such property has inconsequential value to the Liquidating Trust or its Beneficiaries or is insufficient to render a further distribution practicable, the Liquidating Trustee shall have the right to cause the Liquidating Trust to abandon or otherwise dispose of such property, including by donation of



such remaining funds to a charitable institution qualified as a not-for-profit corporation, under applicable federal and state laws.

Section 2.6 Responsibility for Administration of Claims. As of the Effective Date, the Liquidating Trust shall become responsible for administering and paying Distributions to Beneficiaries of the Liquidating Trust in accordance with the Plan. The Liquidating Trust shall have the exclusive right to object to the allowance of any Claim on any ground and shall be entitled to assert all defenses of the Debtors and their Estates. The Liquidating Trust shall also be entitled to assert all of the Estate's rights under, without limitation, section 558 of the Bankruptcy Code. The Liquidating Trust may also seek estimation of any Disputed Claim under and subject to section 502(c) of the Bankruptcy Code.

Section 2.7 No Implied Obligations. No implied covenants or obligations shall be read into this Liquidating Trust Agreement against the Liquidating Trustee.

Section 2.8 Allowed Administrative Claims Reserve. The Liquidating Trustee may establish, from time to time fund, and administer a reserve (the "Allowed Administrative Claims Reserve"), that shall consist of Cash in an amount reasonably believed by the Liquidating Trustee to be necessary to satisfy the Allowed Claims payable out of the Liquidating Trust Assets to holders of Allowed Professional Compensation Claims, Allowed Administrative Claims, Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims. The Liquidating Trustee shall be authorized to make distributions from the Allowed Administrative Claims Reserve in satisfaction of such Allowed Claims in accordance with this Liquidating Trust Agreement, the Plan, and the Confirmation Order.

Section 2.9 Liquidating Trust Reserve. The Liquidating Trustee may establish, from time to time fund, and administer the Liquidating Trust Reserve (defined below).

Section 2.10 Replacement of the Liquidating Trustee. The Liquidating Trustee may resign at any time upon thirty (30) days' written notice filed with the Bankruptcy Court and served upon the Liquidating Trust Committee, provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Liquidating Trustee. A majority of the Liquidating Trust Committee may remove the Liquidating Trustee with or without cause. The Liquidating Trustee may also be removed by the Bankruptcy Court upon motion and after notice and a hearing, which motion may be brought by any party in interest (including any members of the Liquidating Trust Committee). In the event of the resignation or removal of the Liquidating Trustee, the Liquidating Trust Committee may, by majority vote, designate a person to serve as permanent or interim successor Liquidating Trustee. If the Liquidating Trust Committee shall fail to appoint a successor within thirty (30) days of delivery of the Liquidating Trustee's written notice of resignation to the Bankruptcy Court and the Liquidating Trust Committee, a successor Liquidating Trustee shall be appointed by the Bankruptcy Court based upon submissions from interested parties (including the Liquidating Trustee, the Liquidating Trust Committee or any Beneficiary). Upon its appointment, the successor Liquidating Trustee, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor, except as provided in Section 2.4(a) above, and all responsibilities of the predecessor Liquidating Trustee relating to the Liquidating Trust shall be terminated. In the event the Liquidating Trustee's appointment terminates by

reason of death, dissolution, liquidation, resignation, or removal, such Liquidating Trustee shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article V of this Liquidating Trust Agreement shall survive the resignation or removal of any Liquidating Trustee.

Section 2.11 Liquidating Trust Continuance. The death, dissolution, liquidation, resignation, or removal of the Liquidating Trustee shall not terminate the Liquidating Trust or revoke any existing agency created by the Liquidating Trustee pursuant to this Liquidating Trust Agreement or invalidate any action theretofore taken by the Liquidating Trustee, and the provisions of this Liquidating Trust Agreement shall be binding upon and inure to the benefit of the successor Liquidating Trustee and all its successors or assigns.

### **ARTICLE III LIQUIDATING TRUST COMMITTEE**

Section 3.1 Liquidating Trust Committee. As of the Effective Date, the Liquidating Trust Committee shall be composed of at least three (3) general unsecured creditors of the Debtors, with the following initial members selected pursuant to the provisions of the Plan (each, a “member”, and, collectively, the “members”): [ \* ], [ \* ], and [ \* ]. Except as otherwise expressly provided herein, a majority vote of the members shall constitute an act or decision of the Liquidating Trust Committee.

Section 3.2 Reports to Liquidating Trust Committee. Notwithstanding any other provision of this Liquidating Trust Agreement, the Liquidating Trustee shall report to the Liquidating Trust Committee on a regular basis, not less than four (4) times per year. The Liquidating Trust Committee shall keep all such information strictly confidential, except to the extent the Liquidating Trust Committee deems it reasonably necessary to disclose such information to the Bankruptcy Court (in which case, a good faith effort shall be made to file such information under seal).

Section 3.3 Actions Requiring Approval of the Liquidating Trust Committee. The Liquidating Trustee shall obtain the approval of the Liquidating Trust Committee (by at least a majority vote, which may be obtained by negative notice) prior to taking any action regarding any of the following matters:

(a) Subject to Section 4.2 of this Agreement, the commencement, prosecution, settlement, compromise, withdrawal or other resolution of any Retained Cause of Action by the Liquidating Trust where the amount sought to be recovered in the complaint or other document initiating such Retained Cause of Action exceeds \$100,000;

(b) The sale, transfer, assignment, or other disposition of any non-Cash Liquidating Trust Assets having a valuation in excess of \$50,000;

(c) The abandonment of any non-Cash Liquidating Trust Assets having a valuation of at least \$50,000;

(d) The settlement, compromise, or other resolution of any Disputed Claims, wherein the allowed amount of the asserted Claim exceeds \$100,000;

(e) The borrowing of any funds by the Liquidating Trust or pledge of any portion of the Liquidating Trust Assets;

(f) Any matter which could reasonably be expected to have a material adverse effect on the amount of distributions to be made by the Liquidating Trust;

(g) The exercise of any right or action set forth in this Liquidating Trust Agreement that expressly requires approval of the Liquidating Trust Committee, unless the applicable provision expressly requires unanimous approval of the Liquidating Trust Committee for the exercise of any such right or action, or as required under Section 2.10 of this Agreement; or

(h) All investments authorized to be made by the Liquidating Trustee under this Liquidating Trust Agreement.

Section 3.4 Investments and Bond. The Liquidating Trust Committee (by at least a majority vote) may authorize the Liquidating Trust to invest the Liquidating Trust Assets in prudent investments other than those described in Section 345 of the Bankruptcy Code, subject to Section 2.3 above. Notwithstanding any state or other applicable law to the contrary, the Liquidating Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction, provided, however, that the Liquidating Trust Committee may, at its discretion, require a fidelity bond from the Liquidating Trustee in such reasonable amount as may be agreed to by majority vote of the Liquidating Trust Committee, but any costs associated with any such fidelity bond shall be payable exclusively from the Liquidating Trust Assets.

Section 3.5 Liquidating Trustee's Conflict of Interest. The Liquidating Trustee shall disclose to the Liquidating Trust Committee any conflicts of interest that the Liquidating Trustee has with respect to any matter arising during administration of the Liquidating Trust. In the event that the Liquidating Trustee cannot take any action, including without limitation the prosecution of any Rights of Action or the Objection to any Claim, by reason of an actual or potential conflict of interest, the Liquidating Trust Committee acting by majority shall be authorized to take any such action(s) in the Liquidating Trustee's place and stead, including without limitation the retention of professionals (which may include professionals retained by the Liquidating Trustee) for the purpose of taking such actions.

Section 3.6 Reimbursement of Liquidating Trust Committee Expenses. Each member of the Liquidating Trust Committee shall be entitled to reimbursement of reasonable out-of-pocket expenses, which expenses shall be subject to the Liquidating Trustee's review.

#### **ARTICLE IV PROSECUTION AND RESOLUTION OF CAUSES OF ACTION**

Section 4.1 The Liquidating Trust's Exclusive Authority to Pursue, Settle, or Abandon Causes of Action. Subject to Section 3.3 of this Liquidating Trust Agreement, and pursuant to

Article IV.E of the Plan, the Liquidating Trust shall have the exclusive right, power, and interest to pursue, settle, or abandon all Retained Causes of Action as the sole representative of the Estates pursuant to Section 1123(b)(3) of the Bankruptcy Code.

Section 4.2 Settlement of Causes of Action. Notwithstanding Section 3.3 of this Liquidating Trust Agreement, and pursuant to Article IV.E of the Plan, settlement by the Liquidating Trust of any Retained Cause of Action shall require: (i) approval only of the Liquidating Trustee, if the amount sought to be recovered in the complaint or other document initiating such Retained Cause of Action does not exceed \$100,000; and (ii) approval of the Liquidating Trustee and the Liquidating Trust Committee, if the amount sought to be recovered in the complaint or other document initiating such Retained Cause of Action is \$100,001 or more. Nothing herein shall preclude the Liquidating Trustee from seeking Bankruptcy Court approval of any settlement or compromise of any Retained Causes of Action or Disputed Claim, nor shall any provision hereof be construed as limiting the jurisdiction of the Bankruptcy Court to hear and determine any such request for relief.

## **ARTICLE V LIABILITY OF LIQUIDATING TRUSTEE AND THE LIQUIDATING TRUST COMMITTEE**

Section 5.1 Standard of Care; Exculpation. Neither the Liquidating Trustee, the members of the Liquidating Trust Committee, nor any director, officer, member, affiliate, employee, employer, professional, successor, assign, agent, or representative of the Liquidating Trustee or any member of the Liquidating Trust Committee (each, an “Exculpated Party” and collectively, the “Exculpated Parties”) shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, or investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements (collectively referred to herein as “Losses”), whether or not in connection with litigation in which any Exculpated Party is a party, or enforcing this Liquidating Trust Agreement (including these exculpation provisions), as and when imposed on an Exculpated Party, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Liquidating Trustee’s or Liquidating Trust Committee’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties and obligations under this Liquidating Trust Agreement, the Plan, or the Confirmation Order or as may arise by reason of any action, omission or error of an Exculpated Party; provided, however, that the foregoing limitation shall not apply to any Losses found in a final judgment by a court of competent jurisdiction (not subject to further appeal or review) to have resulted primarily and directly from the fraud, gross negligence or willful misconduct of such Exculpated Party. Every act taken or omitted, power exercised or obligation assumed by the Liquidating Trust or any Exculpated Party pursuant to the provisions of this Liquidating Trust Agreement shall be held to be taken or omitted, exercised, or assumed, as the case may be, by the Liquidating Trust or any Exculpated Party acting for and on behalf of the Liquidating Trust and not otherwise; provided, however, that none of the foregoing Entities or persons are deemed to be responsible for any other such Entities’ or persons’ actions or inactions. Except as provided in the first proviso of the first sentence of this Section 5.1, every person, firm, corporation, or other Entity contracting or otherwise dealing with or having any relationship with the Liquidating Trust or any Exculpated Party shall have recourse only to the

Liquidating Trust Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings or relationships, and the Liquidating Trust and the Exculpated Parties shall not be individually liable therefore. In no event shall an Exculpated Party be liable for indirect, punitive, special, incidental, or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Exculpated Party had been informed of the likelihood of such loss or damages and regardless of the form of action. Except as provided in the first proviso of the first sentence of this Section 5.1, any liability of the Liquidating Trustee under this Liquidating Trust Agreement will be limited to the amount of annual fees paid to the Liquidating Trustee. Without limiting the foregoing, the members of the Liquidating Trust Committee and the Liquidating Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan and Confirmation Order.

Section 5.2 Indemnification.

(a) The Liquidating Trustee, the members of the Liquidating Trust Committee, and any director, officer, member, affiliate, employee, employer, professional, successor, assign, agent, or representative of the Liquidating Trustee or the members of the Liquidating Trust Committee (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) shall be defended, held harmless, and indemnified from time to time by the Liquidating Trust against any and all Losses, including, without limitation, the costs for counsel or others in investigating, preparing, defending, or settling any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this Liquidating Trust Agreement (including these indemnity provisions), as and when imposed on the Indemnified Party, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Liquidating Trustee’s or Liquidating Trust Committee’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Liquidating Trust Agreement, the Plan, or the Confirmation Order or as may arise by reason of any action, omission, or error of an Indemnified Party; provided, however, such indemnity shall not apply to any such Losses to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal or review) to have resulted primarily and directly from the fraud, gross negligence, or willful misconduct of such Indemnified Party. Satisfaction of any obligation of the Liquidating Trust arising pursuant to the terms of this Section shall be payable only from the Liquidating Trust Assets, shall be advanced prior to the conclusion of such matter and such right to payment shall be prior and superior to any other rights of Beneficiaries to receive a distribution of the Liquidating Trust Assets.

(b) The Liquidating Trust shall promptly pay to the Indemnified Party the expenses set forth in subparagraph (a) above upon submission of invoices therefore on a current basis. Each Indemnified Party hereby undertakes, and the Liquidating Trust hereby accepts its undertaking, to repay any and all such amounts so paid by the Liquidating Trust if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefore under this Liquidating Trust Agreement.

Section 5.3 No Liability for Acts of Successor/Predecessor Liquidating Trustees. Upon the appointment of a successor Liquidating Trustee and the delivery of the Liquidating Trust Assets to the successor Liquidating Trustee, the predecessor Liquidating Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the



predecessor Liquidating Trustee shall have no further liability or responsibility with respect thereto. A successor Liquidating Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor Liquidating Trustee shall be in any way liable for the acts or omissions of any predecessor Liquidating Trustee unless a successor Liquidating Trustee expressly assumes such responsibility. A predecessor Liquidating Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor Liquidating Trustee for any events or occurrences subsequent to the cessation of its role as Liquidating Trustee.

Section 5.4 Reliance by Liquidating Trustee and the Liquidating Trust Committee on Documents or Advice of Counsel or Other Professionals. Except as otherwise provided in this Liquidating Trust Agreement, the Liquidating Trustee, the members of the Liquidating Trust Committee, any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Liquidating Trustee or the members of the Liquidating Trust Committee may rely, and shall be protected from liability for acting or failing to act, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Liquidating Trustee and/or members of the Liquidating Trust Committee to be genuine and to have been presented by an authorized party. Neither the Liquidating Trustee nor the Liquidating Trust Committee shall be liable for any action taken or omitted or suffered by the Liquidating Trustee or the Liquidating Trust Committee, as applicable, in reasonable reliance upon the advice of counsel or other professionals engaged by the Liquidating Trustee or the Liquidating Trust Committee, as applicable, in accordance with this Liquidating Trust Agreement. The Liquidating Trustee and the members of the Liquidating Trust Committee, as applicable, shall be fully indemnified by the Liquidating Trust for or in respect of any action taken, suffered or omitted by it and in accordance with such advice or opinion.

Section 5.5 Conflicts of Interest. Conflicts of interest of the Liquidating Trustee will be addressed by the Liquidating Trust Committee as set forth above in Article III. If no Liquidating Trust Committee is serving, the Liquidating Trustee will appoint a disinterested person to handle any matter where the Liquidating Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the Liquidating Trustee is unwilling or unable to appoint a disinterested person to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so.

Section 5.6 Insurance. The Liquidating Trustee, upon the approval of the Liquidating Trust Committee, may purchase, using the Liquidating Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trust Committee and the Liquidating Trustee deem reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any Losses it may incur, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of fraud or willful misconduct, with respect to the implementation and administration of the Plan or this Liquidating Trust Agreement.

Section 5.7 No Liability for Good Faith Error of Judgment. The Liquidating Trustee and Liquidating Trust Committee members shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent



jurisdiction (not subject to further appeal or review) that the Liquidating Trustee or Liquidating Trust Committee member was grossly negligent in ascertaining the pertinent facts.

Section 5.8 Survival. The provisions of this Article V shall survive the termination of this Liquidating Trust Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of the Liquidating Trustee or the dissolution of the Liquidating Trust Committee.

## **ARTICLE VI GENERAL PROVISIONS CONCERNING ADMINISTRATION OF THE LIQUIDATING TRUST**

Section 6.1 Liquidating Trust Reserve. The Liquidating Trustee may, at its discretion, establish the Liquidating Trust Reserve as set forth in Section 9.2 of this Liquidating Trust Agreement.

Section 6.2 Register of Beneficiaries. The Liquidating Trustee shall maintain at all times a register of the names, distribution addresses, amounts of Allowed Claims, and the ratable interests in the Liquidating Trust of the Beneficiaries (the “Register”). The initial Register shall be delivered to the Liquidating Trustee by the Debtors and shall be based on the list of holders of Claims maintained by Epiq Bankruptcy Solutions, LLC (“Epiq”) as of the Effective Date and prepared in accordance with the provisions of the Plan and the Confirmation Order. The Liquidating Trustee may retain Epiq (or another claims agent) to update and maintain such list throughout the administration of the Liquidating Trust Assets and the Claims required to be administered by the Liquidating Trustee, and such list may serve as the Register. All references in this Liquidating Trust Agreement to holders of beneficial interests in the Liquidating Trust shall be read to mean holders of record as set forth in the Register maintained by the Liquidating Trustee and shall exclude any beneficial owner not recorded on such Register. The Liquidating Trustee shall cause the Register to be kept at its office or at such other place or places as may be designated by the Liquidating Trustee from time to time.

### **Section 6.3 Books and Records.**

(a) On the Effective Date, the Debtors shall transfer and assign to the Liquidating Trust full title to, and the Liquidating Trust shall be authorized to take possession of, all of the books and records of the Debtors. The Liquidating Trust shall have the responsibility of physically taking possession of (with the Debtors’ reasonable cooperation), storing and maintaining books and records transferred hereunder until the Chapter 11 Cases are closed, after which time such books and records may, to the extent not prohibited by applicable law, be abandoned or destroyed without further Bankruptcy Court order. For the purpose of this Section 6.3, 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 the Debtors maintained by or in possession of third parties and all of the claims and rights of the Debtors in and to their books and records, wherever located.

(b) The Liquidating Trustee also shall maintain in respect of the Liquidating Trust and the Beneficiaries books and records relating to the Liquidating Trust Assets and any

income or proceeds realized therefrom and the payment of expenses of and claims against or assumed by the Liquidating Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. Except as expressly provided in this Liquidating Trust Agreement, the Plan, or the Confirmation Order, or as may be required by applicable law (including securities law), nothing in this Liquidating Trust Agreement is intended to require the Liquidating Trust to file any accounting or seek approval of any court with respect to the administration of the Liquidating Trust, or as a condition for making any payment or distribution out of the Liquidating Trust Assets. The Liquidating Trust Committee shall have the right to inspect the books and records of the Liquidating Trust at any time upon reasonable notice to the Liquidating Trustee. Beneficiaries shall have the right upon thirty (30) days' prior written notice delivered to the Liquidating Trustee to inspect the Liquidating Trust's books and records, including the Register, provided such Beneficiary shall have (i) entered into a confidentiality agreement in form and substance reasonably satisfactory to the Liquidating Trustee and (ii) agreed to pay all costs related to such inspection. Satisfaction of the foregoing condition notwithstanding, if (a) the Liquidating Trustee and the Liquidating Trust Committee determine in good faith that the inspection of the Liquidating Trust's books and records, including the Register, by any Beneficiary would be detrimental to the Liquidating Trust or (b) such Beneficiary is a defendant (or potential defendant) in a pending (or potential) action brought by the Liquidating Trust, the Liquidating Trust may deny such request for inspection. The Bankruptcy Court shall resolve any dispute between any Beneficiary and the Liquidating Trustee under this Section 6.3.

(c) The books and records maintained by the Liquidating Trustee may be disposed of by the Liquidating Trustee at the later of (i) such time as the Liquidating Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Liquidating Trust or its Beneficiaries or (ii) upon the termination and completion of the winding down of the Liquidating Trust.

Section 6.4 Filing of Interim Reports. The Liquidating Trust shall, consistent with Article IV.E of the Plan, file with the Bankruptcy Court semi-annual reports regarding the liquidation or other administration of the Liquidating Trust Assets. Such reports may, in the discretion of the Liquidating Trustee, be subsumed by, or combined with, any quarterly post-confirmation reports required by the Office of the United States Trustee.

Section 6.5 Final Accounting of Liquidating Trustee. The Liquidating Trustee (or any such successor Liquidating Trustee) shall within thirty (30) days after the termination of the Liquidating Trust or the death, dissolution, liquidation, resignation, or removal of the Liquidating Trustee, render an accounting containing the following information:

- (a) A description of the Liquidating Trust Assets.
- (b) A summarized accounting in sufficient detail of all gains, losses, receipts, disbursements and other transactions in connection with the Liquidating Trust and the Liquidating Trust Assets during the Liquidating Trustee's term of service, including their source and nature.
- (c) Separate entries for all receipts of principal and income.

(d) The ending balance of all Liquidating Trust Assets as of the date of the accounting, including the Cash balance on hand and the name(s) and location(s) of the depository or depositories where the Cash is kept.

(e) All known liabilities of the Liquidating Trust.

(f) All pending actions.

Section 6.6 Filing of Accounting. The final accounting described in Section 6.5 shall be filed with the Bankruptcy Court.

## **ARTICLE VII BENEFICIAL INTERESTS AND BENEFICIARIES**

Section 7.1 Trust Beneficial Interests. Each holder of an Allowed Claim, shall be entitled to receive beneficial interests in accordance with the treatment of such Claim under the Plan, and shall be entitled to distributions as set forth in the Plan.

Section 7.2 Interest Beneficial Only. Ownership of a beneficial interest in the Liquidating Trust shall not entitle any Beneficiary to any title in or to the Liquidating Trust Assets or to any right to call for a partition or division of the Liquidating Trust Assets or to require an accounting.

Section 7.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Liquidating Trust shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidating Trust by the Liquidating Trustee, which may be the Register.

Section 7.4 Exemption from Registration. The parties hereto intend that the rights of the holders of the beneficial interests arising under this Liquidating Trust Agreement shall not be “securities” under applicable laws, but none of the parties hereto represents or warrants that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemption from registration provided by Section 1145 of the Bankruptcy Code and by other applicable law to apply to their issuance under the Plan.

Section 7.5 Transfers of Beneficial Interests. Beneficial interests in the Liquidating Trust shall be nontransferable except upon death of the interest holder or by operation of law. The Liquidating Trust shall not have any obligation to recognize any transfer of Claims occurring after the Record Date. Only those holders of Claims of record stated on the transfer ledgers as of the close of business on the Record Date, to the extent applicable, shall be entitled to be recognized for all purposes hereunder.

Section 7.6 Absolute Owners. The Liquidating Trustee may deem and treat the Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for federal and state income tax purposes and for all other purposes whatsoever.

Section 7.7 Change of Address. A Beneficiary may, after the Effective Date, select an alternative distribution address by filing a notice with the Bankruptcy Court (copy served on the Liquidating Trustee) identifying such alternative distribution address. Absent such notice, the Liquidating Trustee shall not recognize any such change of distribution address. Such notification shall be effective only upon receipt by the Liquidating Trustee.

Section 7.8 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Beneficiary. The death, dissolution, incapacity, or bankruptcy of a Beneficiary during the term of the Liquidating Trust shall not operate to terminate the Liquidating Trust during the term of the Liquidating Trust nor shall it entitle the representative or creditors of the deceased, incapacitated or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the Liquidating Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Beneficiary under this Liquidating Trust Agreement or in the Liquidating Trust.

Section 7.9 Standing. Except as expressly provided in this Liquidating Trust Agreement, the Plan or the Confirmation Order, a Beneficiary does not have standing to direct the Liquidating Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Liquidating Trust Assets.

## **ARTICLE VIII PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS**

Section 8.1 Incorporation of Plan Provisions. As of the Effective Date, the Liquidating Trust shall assume responsibility for all Claims matters established by the Plan. In accordance with the Plan, the Liquidating Trust shall establish appropriate Disputed Reserves pending resolution, as set forth in the Plan, of all contested matters and adversary proceedings concerning Disputed Claims.

### **Section 8.2 Disputed Reserves.**

(a) Establishment of Disputed Reserves. The Liquidating Trustee shall establish each of the disputed reserves required by Article V.B. of the Plan (the “Disputed Reserves”), including, the Disputed Interim Distribution Reserves, the Lien Priority Dispute Reserve, and the Other Pan Secured Claims Reserve, and shall administer each of the reserves in accordance with the terms set forth in Article V of the Plan and as otherwise provided herein.

(b) The Liquidating Trustee shall make Distributions from each of the reserves only to the extent provided for by the Plan.

(c) Termination of Disputed Reserves. Each Disputed Reserve shall be closed and extinguished by the Liquidating Trustee when all Distributions and other dispositions of Cash or other property required to be made therefrom under the Plan and this Liquidating Trust Agreement have been made as determined by the Liquidating Trustee. Upon closure of a Disputed Reserve, all Cash and other property held in that Disputed Reserve shall revert in the Liquidating Trust as a part of the general Liquidating Trust Assets.

(d) Limitation of Liability for Funding the Disputed Reserves. The Liquidating Trustee shall have no duty to fund any Disputed Reserve.

(e) Transmittal of Distributions and Notices. Any property or notice which a person is or becomes entitled to receive pursuant to the Plan and this Liquidating Trust Agreement may be delivered by regular mail, postage prepaid, in an envelope addressed to that person's address listed in the Register. Property distributed in accordance with this subsection shall be deemed delivered to such person regardless of whether such property is actually received by that person. Notice given in accordance with this subsection shall be effective only upon receipt.

## **ARTICLE IX DISTRIBUTIONS**

Section 9.1 Distributions to Beneficiaries from Liquidating Trust Assets. All payments to be made by the Liquidating Trust to any Beneficiary shall be made only in accordance with the Plan, the Confirmation Order and this Liquidating Trust Agreement and from the Liquidating Trust Assets (or from the income and proceeds realized from the Liquidating Trust Assets) net of the Liquidating Trust Reserve (defined below), Allowed Administrative Claims Reserve, Disputed Reserves, and other reserves established by the Liquidating Trustee, if any, and only to the extent that the Liquidating Trust has sufficient Liquidating Trust Assets (or income and proceeds realized from the Liquidating Trust Assets) to make such payments in accordance with and to the extent provided for in the Plan, the Confirmation Order, and this Liquidating Trust Agreement. Before any Distribution can be made, the Liquidating Trustee shall, in its reasonable discretion, establish, supplement, and maintain reserves in an amount sufficient to meet any and all expenses and liabilities of the Liquidating Trust, including fees and expenses of the Liquidating Trustee, fees and expenses of professionals retained by the Liquidating Trust or the Liquidating Trustee, the fees and expenses of other professionals, and fees owed the United States Trustee.

Section 9.2 Distributions; Withholding. The Liquidating Trustee shall make the initial Distribution to Beneficiaries as provided in the Plan and, following the initial Distribution required under the Plan, the Liquidating Trustee shall make distributions (including distributions of all net Cash (including net Cash proceeds)) on Quarterly Distribution Dates, to the extent possible; provided, however, that the Liquidating Trust may retain and supplement from time to time a reserve (the "Liquidating Trust Reserve") in such amount (a) as is reasonably necessary to meet contingent liabilities and to maintain the value of the Liquidating Trust Assets during the term of the Liquidating Trust; and (b) to pay the Liquidating Trust's incurred and projected expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees, and expenses (including attorneys' fees and expenses, financial advisor fees and expenses, and disbursing agent fees and expenses) of the Liquidating Trustee in connection with the performance of their duties in connection with this Liquidating Trust Agreement. The funding of the Liquidating Trust Reserve may preclude or reduce Distributions to Beneficiaries. All such Distributions shall be made as provided, and subject to any withholding or reserve, in this Liquidating Trust Agreement, the Plan or the Confirmation Order. Additionally, the Liquidating Trustee may withhold from amounts distributable to any Beneficiary any and all amounts, determined in the Liquidating Trustee's sole discretion, to be

required by any law, regulation, rule, ruling, directive, or other governmental requirement. In addition, all distributions under this Liquidating Trust Agreement shall be net of the actual and reasonable costs of making such distributions. Prior to the making of any Distributions contemplated hereunder, the Liquidating Trustee shall provide the Liquidating Trust Committee with five business day's written notice of any such Distribution, which notice shall include a summary of the aggregate amounts to be distributed. Within three business days of receipt of the notice of Distribution, any member of the Liquidating Trust Committee may request additional information regarding the calculation of the aggregate Distribution amounts for each Class of Allowed Claims.

Section 9.3 No Distribution Pending Allowance. No payment or Distribution shall be made with respect to any Claim to the extent it is a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim, except for distributions into a Disputed Reserve in accordance with the Plan, Confirmation Order, and this Liquidating Trust Agreement. For the avoidance of doubt, (i) nothing herein or in the Plan shall preclude the Liquidating Trustee from making Distributions on account of the undisputed portions of Disputed Claims in the discretion of the Liquidating Trustee and (ii) the Liquidating Trustee may withhold any Distribution pending determination of whether to object to a Claim and amounts so withheld will be included in the appropriate Disputed Reserve.

Section 9.4 Distributions after Allowance. Distributions to each holder of a Disputed Claim, to the extent that such Claim ultimately becomes an Allowed Claim, shall be made in accordance with the provisions of the Plan, Confirmation Order, and this Liquidating Trust Agreement.

Section 9.5 Non-Cash Property. Subject to Section 3.3 hereof, any non-Cash property of the Liquidating Trust may be sold, transferred or abandoned by the Liquidating Trustee. If, in the Liquidating Trustee's reasonable judgment, such property cannot be sold in a commercially reasonable manner, or the Liquidating Trustee believes, in good faith, such property has no value to the Liquidating Trust, the Liquidating Trustee shall have the right, subject to the approval of the Liquidating Trust Committee, to abandon or otherwise dispose of such property, including by donation of such property to a charity designated by the Liquidating Trustee Committee. Except in the case of fraud, willful misconduct, or gross negligence, neither the Liquidating Trustee nor any director, officer, employee, consultant, or professional of the Liquidating Trustee, the Liquidating Trust Committee, or of any of its members or professionals, shall have any liability arising from or related to the disposition of non-Cash property in accordance with this Section.

Section 9.6 Undeliverable Distributions. If any Distribution is returned as undeliverable, the Liquidating Trust may, in its discretion, make reasonable efforts to determine the current address of the Beneficiary with respect to which the Distribution was made, but no Distribution to any holder shall be made unless and until the Liquidating Trust has determined the then-current address of the 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 Liquidating Trust shall be returned to, and held in trust by, the Liquidating Trust until the Distributions are claimed or are deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code, Article V.E.1 of the Plan, and section 9.7 hereof ("Unclaimed Property"). While the Liquidating Trustee may, in its sole discretion, attempt to determine a Beneficiary's



current address or otherwise locate a Beneficiary, nothing in this Liquidating Trust Agreement or the Plan shall require the Liquidating Trustee to do so.

Section 9.7 Unclaimed Property. Except with respect to property not Distributed because it is being held in a Disputed Reserve, Distributions that are not claimed within ninety (90) days from the date of such Distribution shall be deemed to be Unclaimed Property and shall vest or re-vest in the Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically canceled. After the expiration of that period, the claim of any person or Entity to those Distributions shall be discharged and forever barred. Nothing contained in the Plan or this Liquidating Trust Agreement shall require the Liquidating Trust to attempt to locate any Beneficiary. All funds or other property that vests or re-vests in the Liquidating Trust pursuant to Article V.E.3 of the Plan and this Section 9.7 shall be distributed by the Liquidating Trustee to the other Beneficiaries in accordance with the provisions of the Plan and this Liquidating Trust Agreement. A Claim, and the Unclaimed Property distributed on account of such Claim, shall not escheat to any federal, state, or local government or other entity by reason of the failure of its holder to claim a distribution in respect of such Claim.

Section 9.8 Time Bar to Cash Payments by Check. Checks issued by the Liquidating Trust to Beneficiaries shall be null and void if not negotiated within 90 days after the date of issuance thereof in accordance with Article V.G of the Plan. Requests for the reissuance of checks shall be made in writing to the Liquidating Trustee and may be reissued in the discretion of the Liquidating Trustee.

Section 9.9 Withholding Taxes and Expenses of Distribution. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All holders of Claims shall be required to provide the Liquidating Trustee with any information necessary to effect the withholding of such taxes. In addition, all distributions under the Plan shall be net of the actual and reasonable costs of making such distributions. If such information is not provided within one hundred and twenty days (120) days of being requested, all Distributions to which such holders are or become entitled shall be treated as Unclaimed Property, unless determined otherwise in the discretion of the Liquidating Trustee.

Section 9.10 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the beneficial interest of a Beneficiary under this Liquidating Trust Agreement, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Liquidating Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

(a) In so refusing, the Liquidating Trustee may elect to cause the Liquidating Trust to make no payment or Distribution with respect to the beneficial interest subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, neither the Liquidating Trust nor the Liquidating Trustee shall be or become liable to any of such parties for their refusal to comply with any such

conflicting claims or demands, nor shall the Liquidating Trust or Liquidating Trustee be liable for interest on any funds which may be so withheld.

(b) The Liquidating Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a final order of the Bankruptcy Court or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Liquidating Trustee, which agreement shall include a complete release of the Liquidating Trust and Liquidating Trustee. Until the Liquidating Trustee receives written notice that one of the conditions of the preceding sentence is met, the Liquidating Trustee may deem and treat as the absolute owner under this Liquidating Trust Agreement of the beneficial interest in the Liquidating Trust the Beneficiary identified as the owner of that interest in the books and records maintained by the Liquidating Trustee. The Liquidating Trustee may deem and treat such Beneficiary as the absolute owner for purposes of receiving Distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

(c) In acting or refraining from acting under and in accordance with this Section 9.9 of the Liquidating Trust Agreement, the Liquidating Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article V of this Agreement.

Section 9.11 Distributions on Non-Business Days. Any payment or Distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

Section 9.12 No Distribution in Excess of Allowed Amount of Claim. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the Allowed amount of such Claim.

Section 9.13 Disallowance of General Unsecured Claims; Cancellation of Corresponding Beneficial Interests. All Claims in respect of undeliverable or unclaimed Distributions that have become Unclaimed Property shall be deemed disallowed and expunged. The holder of any such disallowed Claim shall no longer have any right, claim, or interest in or to any Distributions in respect of such disallowed Claim, and is forever barred, estopped, and enjoined from receiving any Distributions under the Plan, the Confirmation Order and this Liquidating Trust Agreement. Notwithstanding the foregoing or anything to the contrary in Section 9.7 hereof, upon the request of a party whose Distribution was deemed Unclaimed Property, the Liquidating Trustee may, in its discretion, reinstate the Allowed Claim (and corresponding beneficial interest in the Liquidating Trust) and make a replacement Distribution.

Section 9.14 Setoff and Recoupment. The Liquidating Trust may, but shall not be required to, setoff against, or recoup from, any Claim and the Distribution 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 Liquidating Trust may have against the holder of such Claim, 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 Liquidating Trust of any claim, defense, right of setoff, or recoupment that any of them may have against the holder of any Claim.

Section 9.15 De Minimis Amounts. The Liquidating Trustee shall not be obligated to make any distributions on account of any Claim if the aggregate distribution to such holder on account of such Allowed Claim does not exceed \$50.

Section 9.16 Priority of Expenses of Trust. The Liquidating Trust must pay or reserve for payment all of its expenses before making Distributions.

## **ARTICLE X TAXES**

Section 10.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the Liquidating Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. As such, the Beneficiaries will be treated as both the grantors and the deemed owners of the Liquidating Trust. Any items of income, deduction, credit, and loss of the Liquidating Trust shall be allocated for federal income tax purposes to the Beneficiaries.

Section 10.2 Tax Returns. In accordance with IRC Section 6012 and Treasury Regulation Section 1.671-4(a), the Liquidating Trust shall file with the IRS annual tax returns on Form 1041. In addition, the Liquidating Trust shall file in a timely manner such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon out of the Liquidating Trust Assets (or the income or proceeds thereof). The Liquidating Trustee shall, in its sole discretion, determine the best way to report with respect to any reserve for Disputed Claims, including electing to report as, without limitation, as a separate trust or other entity. Within a reasonable time following the end of the taxable year, the Liquidating Trust shall send to each Beneficiary a separate statement setting forth the Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct each such Beneficiary to report such items on their federal income tax returns. The Liquidating Trust may provide each Beneficiary with a copy of the Form 1041 for the Liquidating Trust (without attaching any other Beneficiary's Schedule K-1 or other applicable information form) along with such Beneficiary's Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement. The Liquidating Trust shall allocate the taxable income, gain, loss, deduction, or credit of the Liquidating Trust with respect to each Beneficiary.

Section 10.3 Withholding of Taxes and Reporting Related to Liquidating Trust Operations. The Liquidating Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions made by the Liquidating Trust shall be subject to any such withholding and reporting requirements. To the extent that the operation of the Liquidating Trust or the liquidation of the Liquidating Trust Assets creates a tax liability, the Liquidating Trust shall promptly pay such tax liability out of the Liquidating Trust Assets (or the income or proceeds thereof) and any such payment shall be considered a cost and expense of the operation of the Liquidating Trust payable without Bankruptcy Court order. The Liquidating Trust may reserve a sum, the amount of which shall be determined by the Liquidating Trust with the approval of the Liquidating Trust Committee, sufficient to pay the accrued or potential tax liability arising out of the operations of the Liquidating Trust or the operation of the Liquidating Trust Assets. Upon the approval of the Liquidating Trust Committee, the Liquidating Trustee, on behalf of the Liquidating Trust, may

enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Beneficiaries shall be required to provide any information necessary to effect the withholding of such taxes.

Section 10.4 Valuations. Pursuant to Article IV.B.2 of the Plan, except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations, 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 Liquidating 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.

Section 10.5 Treatment of Disputed Reserves. Notwithstanding any other provision of this Liquidating Trust Agreement to the contrary, subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Liquidating Trust may, in its sole discretion, determine the best way to report with respect to any Disputed Reserve. Accordingly, the Liquidating Trustee may, in its discretion, elect to (i) treat any Liquidating Trust Assets allocable to, or retained on account of, a Disputed Reserve in accordance with Section 8.2 of this Liquidating Trust Agreement as held by one or more discrete trusts for federal income tax purposes, consisting of separate and independent shares to be established in respect of each Disputed Claim, in accordance with the trust provisions of the IRC (Sections 641 et seq.), (ii) treat as taxable income or loss of each Disputed Reserve, with respect to any given taxable year, the portion of the taxable income or loss of the Liquidating Trust that would have been allocated to the holders of Disputed Claims had such Claims been Allowed on the Effective Date (but only for the portion of the taxable year with respect to which such Claims are unresolved), (iii) treat as a distribution from the Disputed Reserve any increased amounts distributed by the Liquidating Trust as a result of any Disputed Claims resolved earlier in the taxable year, to the extent such distributions relate to taxable income or loss of the Disputed Reserves determined in accordance with the provisions hereof, (iv) file a tax election to treat any and all reserves for Disputed General Unsecured Claims as a "Disputed Ownership Fund" within the meaning of Treasury Regulation section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Liquidating Trust, and (v) to the extent permitted by applicable law, report consistent with the foregoing for state and local income tax purposes. All Beneficiaries shall report, for income tax purposes, consistent with the election of the Liquidating Trustee. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Disputed Reserves is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to

the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Liquidating Trustee as a result of the resolutions of such Disputed Claims.

Section 10.6 Expedited Determination of Taxes. The Liquidating Trust may request an expedited determination of taxes or tax refund rights of the Liquidating Trust, including the Disputed Reserves, under Section 505(b) of the Bankruptcy Code for all returns or claims filed for the Liquidating Trust for all taxable periods through the termination of the Liquidating Trust.

## **ARTICLE XI TERMINATION OF LIQUIDATING TRUST**

Section 11.1 Termination of Liquidating Trust. The Liquidating Trustee shall be discharged and the Liquidating Trust shall be terminated, at such time as (a) all Disputed Claims have been resolved, (b) all of the Liquidating Trust Assets have been liquidated, (c) all duties and obligations of the Liquidating Trustee hereunder have been fulfilled, (d) all Distributions required to be made by the Liquidating Trustee under the Plan and this Liquidating Trust Agreement have been made, and (e) all of the Chapter 11 Cases have been closed; provided, however, that in no event shall the Liquidating Trust be terminated later than the term of the Liquidating Trust under Section 11.2 of this Liquidating Trust Agreement, as such term may be extended pursuant to Section 11.2.

Section 11.2 Maximum Term. The term of the Liquidating Trust shall end no later than the fifth (5th) anniversary of the Effective Date (the “Initial Liquidating Trust Term”); provided, however, that the Liquidating Trustee may, subject to the further provisions of this Section 11.2, extend the term of the Liquidating Trust for such additional period of time as is necessary to facilitate or complete the recovery and liquidation of the Liquidating Trust Assets as follows: within the six (6) month period prior to the termination of the Initial Liquidating Trust Term, the Liquidating Trustee may file a notice of intent to extend the term of the Liquidating Trust with the Bankruptcy Court and, upon approval of the Bankruptcy Court of such extension request following notice and a hearing, the term of the Liquidating Trust shall be so extended. The Liquidating Trust may file one or more such extension notices, each notice to be filed within the six (6) month period prior to the termination of the extended term of the Liquidating Trust (all such extensions, collectively, are referred to herein as the “Supplemental Liquidating Trust Term”). Notwithstanding anything to the contrary in this Section 11.2, however, the Supplemental Liquidating Trust Term may not exceed three (3) years without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes. In addition, the provisions of this Section 11.2 shall be without prejudice to the right of any party in interest under Section 1109 of the Bankruptcy Code to petition the Bankruptcy Court, for cause shown, to shorten the Supplemental Liquidating Trust Term.

Section 11.3 Events Upon Termination. At the conclusion of the term of the Liquidating Trust, the Liquidating Trustee shall distribute the remaining Liquidating Trust Assets (subject to a reserve for expenses incurred in winding up the affairs of the Liquidating Trust), if any, to the Beneficiaries, in accordance with the Plan, the Confirmation Order, and this Liquidating Trust Agreement. Any funds remaining after the affairs of the Liquidating Trust



have been wound up shall be donated to a charitable institution qualified as a not-for-profit corporation.

Section 11.4 Winding Up, Discharge, and Release of the Liquidating Trustee. For the purposes of winding up the affairs of the Liquidating Trust at the conclusion of its term, the Liquidating Trustee shall continue to act as Liquidating Trustee until its duties under this Liquidating Trust Agreement have been fully discharged or its role as Liquidating Trustee is otherwise terminated under this Liquidating Trust Agreement and the Plan. Upon a motion by the Liquidating Trustee, the Bankruptcy Court may enter an order relieving the Liquidating Trustee, its agents and employees of any further duties, discharging, and releasing the Liquidating Trustee and its bond, if any.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

Section 12.1 Amendments. The Liquidating Trustee may, with the approval of a majority of the members of the Liquidating Trust Committee, modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order. In the event that a majority (as described above) of the members of the Liquidating Trust Committee is unable to reach a consensus regarding a proposed modification, supplement, or amendment, the Liquidating Trustee may seek Bankruptcy Court approval of any such modification, supplement, or amendment.

Section 12.2 Waiver. No failure by the Liquidating Trust, the Liquidating Trustee, or the Liquidating Trust Committee to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

Section 12.3 Cumulative Rights and Remedies. The rights and remedies provided in this Liquidating Trust Agreement are cumulative and are not exclusive of any rights under law or in equity.

Section 12.4 No Bond Required. Notwithstanding any state law to the contrary, the Liquidating Trustee (including any successor Liquidating Trustee) shall be exempt from giving any bond or other security in any jurisdiction other than as provided under Section 3.4 of this Liquidating Trust Agreement.

Section 12.5 Irrevocability. This Liquidating Trust Agreement and the Liquidating Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this Liquidating Trust Agreement.

Section 12.6 Tax Identification Numbers. The Liquidating Trustee shall require any Beneficiary to furnish to the Liquidating Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the Liquidating Trustee may condition any Distribution to any Beneficiary upon the receipt of such identification number. No Distribution shall be made to or behalf of a Beneficiary unless and until such holder has provided the Liquidating Trustee with any information applicable law requires the Liquidating Trust to



obtain in connection with making Distributions, including completed IRS Form W9. If such information is not provided within 120-days of being requested by the Liquidating Trustee, all Distributions to which such holders are or become entitled may be treated as Unclaimed Property.

Section 12.7 Relationship to the Plan. The principal purpose of this Liquidating Trust Agreement is to aid in the implementation of the Plan and, therefore, this Liquidating Trust Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. In the event that any provision of this Liquidating Trust Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control. In the event that any provision of the Plan is found to be inconsistent with a provision of the Confirmation Order, the Confirmation Order shall control.

Section 12.8 Division of Liquidating Trust. Under no circumstances shall the Liquidating Trustee have the right or power to divide the Liquidating Trust unless authorized to do so by the Liquidating Trust Committee and the Bankruptcy Court.

Section 12.9 Applicable Law. This Liquidating Trust shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict of laws.

Section 12.10 Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Liquidating Trust after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection therewith, including, without limitation, this Liquidating Trust Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the Liquidating Trustee or any member of the Liquidating Trust Committee or any professional retained by the Liquidating Trustee or the Liquidating Trust Committee, in each case in its capacity as such. Each party to this Liquidating Trust Agreement hereby irrevocably consents to the exclusive jurisdiction and venue of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Liquidating Trust Agreement or of any other agreement or document delivered in connection with this Liquidating Trust Agreement, and also hereby irrevocably waives any defense of improper venue, forum *non conveniens* or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party further irrevocably agrees that any action to enforce, interpret, or construe any provision of this Liquidating Trust Agreement will be brought only in the Bankruptcy Court. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret or construe any provision of this Liquidating Trust Agreement.

Section 12.11 Severability. In the event that any provision of this Liquidating Trust Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the remainder of this Liquidating Trust Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such

provision of this Liquidating Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 12.12 Limitation of Benefits. Except as otherwise specifically provided in this Liquidating Trust Agreement, the Plan or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

Section 12.13 Notices. Except as provided in Section 12.10 of this Liquidating Trust Agreement, all notices, requests, demands, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail, or regular mail, with postage prepaid, to the following addresses:

If to the Liquidating Trustee:

[\*]  
[Address]  
[Address]

with a copy to:

[Liquidating Trust Counsel Address]

If to a Beneficiary:

To the name and distribution address set forth in the Register  
with respect to such Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent.

Section 12.14 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Liquidating Trust Agreement, and to consummate the transactions contemplated hereby.

Section 12.15 Integration. This Liquidating Trust Agreement, the Plan, and the Confirmation Order constitute the entire agreement with, by and among the parties thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan and in the Confirmation Order. This Liquidating Trust Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this Liquidating Trust Agreement, the Plan or Confirmation Order, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

Section 12.16 Interpretation. The enumeration and Section headings contained in this Liquidating Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Liquidating Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Liquidating Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Liquidating Trust Agreement as a whole and not to any particular section or subsection hereof unless the context requires otherwise. Any reference to the “Liquidating Trustee” shall be deemed to include a reference to the “Liquidating Trust” and any reference to the “Liquidating Trust” shall be deemed to include a reference to the “Liquidating Trustee” except for the references in Sections 5.1 and 5.2, and such other provisions in which the context otherwise requires.

Section 12.17 Counterparts. This Liquidating Trust Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this Liquidating Trust Agreement by facsimile or email in pdf format shall be equally effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Liquidating Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

Dated: [ \* ], 2017

Midway Gold US Inc. (for itself and on behalf of  
the other Debtors)

By: Daniel Brosious  
Its: Chief Restructuring Officer

Dated: [ \* ], 2017

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[ \* ], as Liquidating Trustee

**EXHIBIT A**

**TERMS OF COMPENSATION AND REIMBURSEMENT OF EXPENSES OF THE LIQUIDATING TRUSTEE**

**1. COMPENSATION**

Beginning at the Effective Date (as defined in the Plan), the Liquidating Trustee shall be employed and compensated on an hourly basis at the following hourly rates

|  |                |
|--|----------------|
| Senior Directors & Managing Directors <sup>1</sup> | \$400 to \$650 |
| Directors  | \$300 to \$425 |
| Senior Consultants and Analysts                    | \$200 to \$325 |
| Other Professionals                                | \$125 to \$225 |

**2. REIMBURSEMENT OF EXPENSES**

The Liquidating Trustee shall be entitled to reimbursement for documented actual and reasonable expenses incurred in performing his duties as the Liquidating Trustee.

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<sup>1</sup> Edward T. Gavin, Managing Director of Gavin/Solmonese will be the professional with overall client responsibility on this matter. Mr. Gavin's rate is \$650 per hour. Stan Mastil, a Senior Director of Gavin/Solmonese will be the primary professional at Gavin/Solmonese working on this matter. Mr. Mastil's rate is \$475 per hour for Liquidating Trust Services.



## **PLAN EXHIBIT II**

**(Executory Contracts and Unexpired Leases to be Assumed)**

NONE<sup>2</sup>

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<sup>2</sup> The Debtors reserve the right to amend this list at any time prior to the Effective Date of the Plan as necessary or appropriate, including to add or remove any contracts or leases.



## **PLAN EXHIBIT III**

**(Non-Exclusive List of Retained Claims and Causes of Action)**

The following is a non-exclusive list of potential or actual parties against whom the Debtors could assert or have asserted a claim or cause of action, which claims and causes of action are being transferred to the Liquidating Trust under the Plan and pursuant to the authority of section 1123(b)(3)(B) of the Bankruptcy Code, subject to any release, exculpations and/or indemnifications in the Plan. Defined terms not defined herein are used as defined in the Plan to which this exhibit is attached. The Plan proponents reserve their rights to modify this list to amend parties or otherwise update this list, but disclaim any obligation to do so. In addition to possible causes of action and claims against the persons or entities listed herein, the Debtors may have, in the ordinary course of business, causes of action, claims or rights against vendors or others with whom they deal in the ordinary course of business ("Ordinary Course Claims") to the extent such causes of action, claims or rights have not been assigned to a third party. The Liquidating Trust and the Liquidating Trustee reserve their right to enforce, sue on, settle or compromise (or decline to do any of the foregoing) the Ordinary Course Claims and all other claims and causes of action of the Debtors and the Estates, including but not limited to the specific claims and causes of action described below, subject to any release, exculpations and/or indemnifications in the Plan. For the avoidance of doubt, nothing herein is intended or shall be deemed to modify, supersede, or amend any provision contained in the Plan or any of the Sale Orders or the rights of any party under the Plan or any of the Sale Orders.

1. All claims and causes of action of the Debtors arising before the Effective Date (regardless of whether arising before or after the Petition Date) against any persons or entities, including but not limited to (a) claims and causes of action for breach of contract, negligence, professional negligence, breach of fiduciary duty or other duties, or fraud, against the Debtors' officers, directors, accountants and/or auditors prior to the Petition Date; and (b) claims and causes of action against insurance companies and brokers arising in connection with directors and officers, fidelity, general liability, property, workers compensation and any other insurance coverages and policies, including but not limited to claims under the insurance coverages and policies, and claims and causes of action for breach of contract, fraud, negligent misrepresentation, professional negligence, and breach of the duty of good faith and fair dealing.

2. Claims and causes of action, including but not limited to those based on avoidance actions and powers, against any and all parties listed in the Debtors' Statements of Financial Affairs (including any amendments thereto) as receiving payments from one or more of the Debtors in the one (1) year preceding the Petition Date, including, without limitation, those entities identified on the list attached hereto as Appendix A.

3. Any and all outstanding accounts receivable balances owed to one or more of the Debtors.

4. Any and all present and former utility service providers holding pre- or post-petition deposits.

5. Any and all pending federal and state tax actions and appeals.

6. Any and all pending prepetition litigation, including any prepetition litigation for which the Debtors maintain insurance coverage.

7. Any and all rights and claims under contracts, leases, loan agreements, syndications, or any other agreement not cancelled pursuant to the Plan, including but not limited to collection actions and claims.

8. Any and all objections to claims asserted under section 502 of the Bankruptcy Code against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.

9. Any and all objections to claims asserted under section 503(b) of the Bankruptcy Code against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.

10. Any and all objections to secured claims against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or otherwise asserted.

11. Any and all objections to claims asserted under section 507 of the Bankruptcy Code against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or otherwise asserted.

12. The Liquidating Trust and the Liquidating Trustee expressly reserve all rights, defenses and counterclaims against any person or entity that has asserted or could assert a claim against the Debtors.

**ALL OF THE ABOVE PERSONS OR ENTITIES INCLUDE THEIR AGENTS, EMPLOYEES, PROFESSIONALS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SUCCESSORS, AFFILIATES AND ASSIGNS.**

**THE PLAN PROPONENTS EXPRESSLY RESERVE THE RIGHT TO AMEND OR SUPPLEMENT THIS LIST AT ANY TIME PRIOR TO THE CONFIRMATION HEARING.**

Appendix A to Exhibit III of the Plan

(90 day payment list)

**MIDWAY GOLD U.S. INC., et al.**

**90-Day Transfers**

| <b>Payee</b>                           | <b>Amount</b>  |
|--|----------------|
| Paycom Payroll, LLC                    | (1,348,749.01) |
| Boart Longyear Company                 | (1,185,639.35) |
| IMA Inc-Colorado Division              | (1,113,450.00) |
| Thomas Petroleum, Inc                  | (1,013,134.00) |
| Southwest Energy, LLC                  | (669,821.06)   |
| VT Construction                        | (500,000.00)   |
| American Assay Laboratories            | (444,084.91)   |
| Llhoist North American of Arizona, INC | (406,358.21)   |
| Sunbelt Rentals Inc.                   | (387,272.70)   |
| Shearman & Sterling LLP                | (297,918.89)   |
| Receiver General                       | (237,471.17)   |
| Marsh USA Inc                          | (216,900.00)   |
| Computershare                          | (214,779.43)   |
| Andy Kaczmarek                         | (168,232.35)   |
| Cigna                                  | (166,063.97)   |
| RPL                                    | (147,882.50)   |
| John Ross MacLean                      | (142,790.23)   |
| Electronic Security Concepts, LLC      | (137,771.00)   |
| Cyanco Company, LLC                    | (134,231.24)   |
| DOI Bureau of Land Management          | (130,000.00)   |
| Suburban Propane                       | (129,545.67)   |
| Roscoe Moss Manufacturing Co.          | (125,992.08)   |
| Mt Wheeler Power                       | (120,375.37)   |
| Principal Financial Group              | (120,070.82)   |
| RBC Dominion Securities Inc.           | (111,469.67)   |
| INV-MID, LLC                           | (105,714.28)   |
| Reese River Hydrologic                 | (86,010.00)    |
| ARTIS HRA INVERNESS POINT, LP          | (82,154.08)    |
| Dorsey & Whitney LLP                   | (75,000.00)    |
| Roscoe Postle Associates Inc           | (71,828.40)    |
| US Bank Corporate Payment Systems      | (68,692.76)    |
| HCP-MID, LLC                           | (67,071.43)    |
| Raintree Construction LLC              | (58,990.07)    |
| Stine Consulting LLC.                  | (58,600.00)    |
| Geotemps Inc                           | (56,650.35)    |
| Luskin, Stern & Eisler                 | (55,751.00)    |
| Salt Lake Windustrial                  | (54,773.08)    |
| DLA Piper LLP                          | (54,726.47)    |
| Enterprise Rent-A-Car-(NV)             | (51,781.71)    |
| H.C. Wainwright & Co. LLC              | (50,000.00)    |
| ISC,Inc dba Venture Technologies       | (49,130.78)    |
| Airgas, Inc                            | (49,100.55)    |
| E & M Enterprises, Inc.                | (46,169.81)    |

Source: Statement of Financial Affairs, Question 3(b)

**MIDWAY GOLD U.S. INC., et al.**

**90-Day Transfers**

| <b>Payee</b>                            | <b>Amount</b>                    |
|---|----------------------------------|
| Grainger                                | (44,913.57)                      |
| Solenis LLC                             | (40,857.90)                      |
| Ernst & Young, Inc                      | (40,196.16)                      |
| Legend, Inc                             | (39,733.34)                      |
| Eastern Nevada Landscape Coalition      | (39,694.27)                      |
| Performance Associates International    | (38,608.63)                      |
| SRK Consulting Engineers and Scientists | (37,985.88)                      |
| Davis Graham & Stubbs LLP               | (37,895.20)                      |
| Buettner, Inc                           | (37,737.62)                      |
| Codale Electric Supply                  | (37,099.79)                      |
| James Moore                             | (35,877.51)                      |
| MD Nut and Bolt                         | (35,284.47)                      |
| Woodmoor Group Inc                      | (35,000.00)                      |
| Wedco Inc                               | (34,198.27)                      |
| Air Sciences Inc.                       | (33,636.47)                      |
| Independent Mining Consultants, Inc.    | (31,476.50)                      |
| Jentech Drilling Supply Inc.            | (31,315.66)                      |
| Western Nevada Supply Co.               | (30,654.76)                      |
| Nevada Department of Taxation           | (29,989.84)                      |
| MetLife Group Benefits                  | (29,559.72)                      |
| J&M Trucking                            | (29,186.36)                      |
| Ferguson Enterprises Inc.               | (27,925.99)                      |
| KPMG LLP                                | (27,247.80)                      |
| EREF-MID II, LLC                        | (27,214.29)                      |
| Ely Disposal Service Inc                | (26,815.67)                      |
| Tetra Tech                              | (24,754.06)                      |
| Kappes, Cassiday & Associates           | (24,238.13)                      |
| Industrial Supply Co. Inc               | (24,134.79)                      |
| Ambrose Technical Sales                 | (24,058.47)                      |
| HydroGeophysics, Inc.                   | (23,972.00)                      |
| Erosion Control Applications, Inc.      | (22,802.00)                      |
| Univar USA Inc.                         | (22,230.98)                      |
| Gust Electric Inc                       | (21,839.94)                      |
| Interralogic Inc                        | (21,114.29)                      |
| Carlin Trend Mining Supplies & Service  | (20,658.68)                      |
| Clark Wilson, LLP                       | (20,148.29)                      |
| Total                                   | <u><u>\$ (11,922,205.70)</u></u> |



## **PLAN EXHIBIT IV**

**(Wind-Down Budget)**

**MIDWAY GOLD US, INC. *et al.***

**Wind Down Budget**

|                                      |    | MIDWAY GOLD US<br>INC. <i>et al</i> |
|--------------------------------------|----|-------------------------------------|
| Claims Objections                    | \$ | 100,000                             |
| Trust Administrative Functions (A)   |    | 100,000                             |
| Final Tax Returns                    |    | 170,000                             |
| Termination of 401(k) Plan           |    | 30,000                              |
| Digital and Hard Copy Record Storage |    | 100,000                             |
| Total Budget                         | \$ | 500,000                             |

(A) Includes establishment of Trust, reporting, Trust taxes, and other administrative costs

**EXHIBIT B**

**Notice of Effective Date**

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

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

**NOTICE OF (A) ENTRY OF ORDER CONFIRMING DEBTORS' REVISED SECOND AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION; (B) OCCURRENCE OF PLAN EFFECTIVE DATE; AND (C) RELATED DEADLINES**

**PLEASE TAKE NOTICE** that on \_\_\_\_\_, 2017 (the "**Confirmation Date**"), the United States Bankruptcy Court for the District of Colorado entered the *Order Confirming Debtors' Revised Second Amended Joint Chapter 11 Plan of Liquidation* (Docket No. \_\_) (the "**Confirmation Order**") confirming the Debtors' *Revised Second Amended Joint Chapter 11 Plan of Liquidation* (the "**Plan**"). Capitalized terms used but not defined herein shall have the meanings given in the Plan, a copy of which is attached to the Confirmation Order as Exhibit A.

**PLEASE TAKE FURTHER NOTICE** that the Effective Date of the Plan is the date of this notice set forth below.

**PLEASE TAKE FURTHER NOTICE** that copies of the Plan and Confirmation Order may be obtained without charge by accessing the case website maintained by Epiq Systems, Inc. (dm.epiq11.com/MGC) or by contacting undersigned counsel for the Debtors.

**PLEASE TAKE FURTHER NOTICE** that, except as provided in the Plan and Confirmation Order, the deadline to file all Administrative Claims is \_\_\_\_\_, 2017. All such Administrative Claims must be filed in accordance with the terms of the Plan, the Confirmation Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and applicable local rules.

**PLEASE TAKE FURTHER NOTICE** that, except as provided in the Plan and Confirmation Order, the deadline to file all claims based upon the rejection of an executory contract or unexpired lease under the Plan is \_\_\_\_\_, 2017. All such rejection damage

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<sup>1</sup> 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).

claims must be filed in accordance with the terms of the Plan, the Confirmation Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and applicable local rules.

**PLEASE TAKE FURTHER NOTICE** that, except as provided in the Plan and Confirmation Order, the deadline to file all final fee applications for payment of Professional Compensation Claims is \_\_\_\_\_, 2017. All such final fee applications must be filed in accordance with the terms of the Plan, the Confirmation Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and applicable local rules.

**PLEASE TAKE FURTHER NOTICE that failure to file and serve an Administrative Claim, a rejection damages claims, or a final fee application timely and properly shall result in such claims being forever barred and discharged without the need for further action, order or approval of or notice to the Bankruptcy Court.**

DATED: \_\_\_\_\_, 2017

SQUIRE PATTON BOGGS (US) LLP

/s/ Stephen D. Lerner

Stephen D. Lerner

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