

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH, CENTRAL DIVISION**

In re <b>CS MINING, LLC</b> ,  Debtor.	Bankruptcy Case No. 16-24818  (Chapter 11)  Judge William T. Thurman
--	--

**AFFIDAVIT OF SERVICE OF SOLICITATION MATERIALS**

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

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

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

2. Epiq served the following materials:

- a. Debtor’s First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation, dated February 22, 2018 with all Exhibits thereto including:
  - i. Exhibit A – Liquidation Analysis
  - ii. Exhibit B – Liquidation Trust Agreement

Collectively, the “Combined Disclosure Statement and Plan”, a copy of which is attached hereto as Exhibit 1;

- b. Amended Order (A) Approving on Conditional Basis First Amended Combined Disclosure Statement and Plan of Liquidation for Solicitation Purposes Only, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject First Amended Combined Disclosure Statement and Plan of Liquidation, (C) Approving the Form of Ballots and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time and Place for the Confirmation Hearing

and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures, dated February 23, 2018 (Docket 1163), (the "Solicitation Order");

- c. Notice of (I) Deadline for Casting Votes to Accept or Reject the Debtor's First Amended Combined Disclosure Statement and Plan of Liquidation, (II) The Hearing to Consider Confirmation of the First Amended Combined Plan of Liquidation and Disclosure Statement And (III) Certain Related Matters (the "Confirmation Hearing Notice"), a copy of which is attached hereto as Exhibit 2;
- d. Committee Letter to the General Unsecured Creditors of CS Mining, LLC (the "Committee Letter"), a copy of which is attached hereto as Exhibit 3;
- e. Class 2(a) Ballot For Accepting or Rejecting the Debtor's Combined Disclosure Statement and Plan (the "Class 2(a) Ballot"), a copy of which is attached hereto as Exhibit 4;
- f. Class 2(b) Ballot For Accepting or Rejecting the Debtor's Combined Disclosure Statement and Plan (the "Class 2(b) Ballot"), a copy of which is attached hereto as Exhibit 5;
- g. Class 2(c) Ballot For Accepting or Rejecting the Debtor's Combined Disclosure Statement and Plan (the "Class 2(c) Ballot"), a copy of which is attached hereto as Exhibit 6;
- h. Class 2(d) Ballot For Accepting or Rejecting the Debtor's Combined Disclosure Statement and Plan (the "Class 2(d) Ballot"), a copy of which is attached hereto as Exhibit 7;
- i. Class 3 Ballot For Accepting or Rejecting the Debtor's Combined Disclosure Statement and Plan (the "Class 3 Ballot"), a copy of which is attached hereto as Exhibit 8;
- j. a prepaid, pre-addressed return envelope (a "Return Envelope"), a sample of which is not attached hereto.

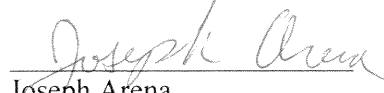
3. Unless otherwise noted below, on February 26, 2018, I caused true and correct copies of the above documents to be served by first class mail as follows:

- a. the Combined Disclosure Statement and Plan, Solicitation Order, Confirmation Hearing Notice, Committee Letter, Class 2(a) Ballot, and a Return Envelope were served to the holder of the Class 2(a) WUMI Deficiency Claim listed on Exhibit 9 attached hereto;

- b. the Combined Disclosure Statement and Plan, Solicitation Order, Confirmation Hearing Notice, Committee Letter, Class 2(b) Ballot, and a Return Envelope were served to the holder of the Class 2(b) Waterloo Deficiency Claim listed on Exhibit 10 attached hereto;
- c. the Combined Disclosure Statement and Plan, Solicitation Order, Confirmation Hearing Notice, Committee Letter, Class 2(c) Ballot, and a Return Envelope were served to the holder of the Class 2(c) Skye Mineral Partners, LLC Prepetition Secured Claim listed on Exhibit 11 attached hereto;
- d. the Combined Disclosure Statement and Plan, Solicitation Order, Confirmation Hearing Notice, Committee Letter, Class 2(d) Ballot, and a Return Envelope were served on the holders of the Class 2(d) Other Prepetition Secured Claim listed on Exhibit 12 attached hereto;
- e. the Combined Disclosure Statement and Plan, Solicitation Order, Confirmation Hearing Notice, Committee Letter, Class 3 Ballot, and a Return Envelope were served to the holders of the Class 3 General Unsecured Claims listed on Exhibit 13 attached hereto;
- f. the Combined Disclosure Statement and Plan, Solicitation Order, Confirmation Hearing Notice, and Committee Letter were served on the served on the 2002 / Master Service List parties listed on Exhibit 14 attached hereto.
- g. the Confirmation Hearing Notice were served on parties listed on Exhibit 15 and Exhibit 16 attached hereto.

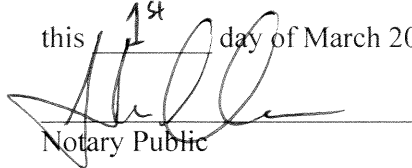
[Remainder of page intentionally left blank]

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

  
\_\_\_\_\_  
Joseph Arena  
Consultant  
Epiq Bankruptcy Solutions, LLC

SUBSCRIBED AND SWORN TO BEFORE ME

this <sup>1<sup>st</sup></sup> day of March 2018.

  
\_\_\_\_\_  
Notary Public

JOHN CHAU  
Notary Public, State of New York  
Reg. No. 01CH6353383  
Qualified in Queens County  
Commission Expires Jan. 23, 2021

# **Exhibit 1**

David Leta (1937)  
Troy Aramburu (10444)  
Jeff Tuttle (14500)  
SNELL & WILMER L.L.P.  
15 W South Temple, Suite 1200  
Salt Lake City, Utah 84101  
Telephone: 801-257-1900  
Facsimile: 801-257-1800  
Email: dleta@swlaw.com  
taramburu@swlaw.com  
jtuttle@swlaw.com

Donald J. Detweiler (admitted pro hac vice)  
Francis J. Lawall, Esq. (admitted pro hac vice)  
Joanna J. Cline (admitted pro hac vice)  
PEPPER HAMILTON LLP  
Hercules Plaza, Suite 5100  
1313 N. Market Street  
Wilmington, DE 19899-1709  
Telephone: (302) 777-6500  
Facsimile: (302) 656-8865  
E-mail: detweild@pepperlaw.com  
lawallf@pepperlaw.com  
clinej@pepperlaw.com

*Counsel for CS Mining, LLC*

---

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH, CENTRAL DIVISION**

In re <b>CS MINING, LLC,</b>  Debtor.	Bankruptcy Case No. 16-24818  (Chapter 11)  Judge William T. Thurman
---	--

**DEBTOR'S FIRST AMENDED COMBINED DISCLOSURE STATEMENT  
AND CHAPTER 11 PLAN OF LIQUIDATION**

Dated: February 22, 2018

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I INTRODUCTION AND SUMMARY OF PROPOSED PLAN.....</b>	<b>3</b>
<b>ARTICLE II DEFINITIONS AND CONSTRUCTION OF TERMS.....</b>	<b>4</b>
A.    Definitions.....	4
B.    Interpretation; Application of Definitions and Rules of Construction.....	19
C.    Appendices and Plan Documents.....	20
<b>ARTICLE III BACKGROUND AND DISCLOSURES REGARDING PROPOSED PLAN.....</b>	<b>20</b>
A.    The Commencement of the Chapter 11 Case .....	20
B.    The Debtor's Corporate Structure.....	21
C.    The Debtor's Business Operations.....	22
D.    The Debtor's Management .....	23
E.    The Debtor's Pre-petition Secured Indebtedness.....	24
F.    Other Secured Debt and Security Interests .....	28
G.    The Intercreditor Subordination Agreements Affecting the Prepetition Secured Indebtedness.....	30
H.    The Debtor's Pre-Petition General Unsecured Claims .....	31
I.    The Circumstances Leading To The Debtor's Chapter 11 Case.....	31
J.    Significant Events In The Chapter 11 Case .....	31
K.    Certain Federal Income Tax Consequences.....	43
<b>ARTICLE IV CERTAIN RISK FACTORS TO BE CONSIDERED.....</b>	<b>48</b>
A.    Risk Factors to Be Considered.....	48
B.    The Combined Plan and Disclosure Statement May Not Be Accepted.....	48
C.    The Combined Plan and Disclosure Statement May Not Be Confirmed.....	48
D.    Risk of Non-Occurrence of the Effective Date.....	48
E.    Parties May Object to the Classification of Claims and Equity Interests .....	48
F.    Alternate Plan and Disclosure Statement.....	48
<b>ARTICLE V THE PLAN - SUMMARY OF DEBTOR'S ASSETS, TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES.....</b>	<b>49</b>
A.    Summary of Assets .....	49
B.    Summary of Plan and Treatment of Claims and Equity Interests.....	50
<b>ARTICLE VI CONFIRMATION AND VOTING PROCEDURES.....</b>	<b>57</b>
A.    Confirmation Procedure.....	57
B.    Liquidation Analysis and Best Interests of Creditors .....	58

C.	Feasibility.....	59
D.	Classification of Claims and Equity Interests.....	59
E.	Impaired Claims or Equity Interests.....	59
F.	Eligibility to Vote on the Plan.....	60
G.	Solicitation Notice.....	60
H.	Voting Procedure and Voting Deadline.....	60
I.	Acceptance of the Plan.....	62
<b>ARTICLE VII TREATMENT OF UNCLASSIFIED CLAIMS.....</b>		<b>62</b>
A.	Administrative Expense Bar Date.....	62
B.	Supplemental Administrative Expense Bar Date.....	62
C.	Professional Fee Claims.....	63
D.	Priority Tax Claims.....	64
<b>ARTICLE VIII CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS .....</b>		<b>64</b>
A.	Classification of Claims.....	64
B.	Treatment of Claims and Equity Interests.....	65
C.	Modification of Treatment of Claims and Equity Interests.....	69
<b>ARTICLE IX IMPLEMENTATION AND EFFECT OF CONFIRMATION OF COMBINED PLAN AND DISCLOSURE STATEMENT .....</b>		<b>69</b>
A.	Implementation of the Plan.....	69
B.	Plan Funding.....	69
C.	Good Faith.....	70
D.	Liquidation Trust.....	70
E.	Approval of Plan Documents; Effectuating Documents; Further Transactions.....	73
F.	Preservation of Causes of Action.....	74
G.	Corporate Governance and Management of Post-Effective Date Debtor.....	74
<b>ARTICLE X PROVISIONS GOVERNING DISTRIBUTIONS.....</b>		<b>75</b>
A.	Method of Payment.....	75
B.	Distributions on Allowed Claims.....	75
C.	Objections to and Resolution of Claims.....	76
D.	Claims Objection Deadline.....	76
E.	No Distribution Pending Allowance.....	76
F.	Estimation.....	76
G.	Claims Reserve.....	76
H.	Distribution After Allowance.....	77
I.	Late Claims and Amendments to Claims After the Confirmation Date.....	77
J.	Distribution Record Date.....	77
K.	Delivery of Distributions.....	77
L.	Satisfaction of Subordination Rights.....	77



M.	Undeliverable and Unclaimed Distributions.....	78
N.	Escheatment .....	78
O.	De Minimis Distributions .....	78
P.	Remaining Available Cash .....	78
Q.	Setoff and Recoupment.....	78
R.	Allocation of Distributions Between Principal and Interest .....	78
S.	Interest on Claims .....	79
T.	Withholding and Reporting Requirements .....	79
<b>ARTICLE XI INJUNCTION, EXCULPATION AND RELEASES .....</b>		<b>79</b>
A.	Injunction .....	79
B.	Exculpation .....	80
C.	Liabilities to, and Rights of, Governmental Units .....	81
<b>ARTICLE XII EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....</b>		<b>81</b>
A.	Rejection of Executory Contracts and Unexpired Leases.....	81
B.	Deadline for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Combined Plan and Disclosure Statement.....	81
C.	Debtor’s Insurance Policies .....	82
<b>ARTICLE XIII CAUSES OF ACTION .....</b>		<b>82</b>
A.	Retention of Causes of Action .....	82
B.	Reservation of Rights.....	82
<b>ARTICLE XIV CONDITIONS PRECEDENT TO AND OCCURRENCE OF CONFIRMATION AND THE EFFECTIVE DATE.....</b>		<b>83</b>
A.	Conditions Precedent to Confirmation.....	83
B.	Conditions Precedent to the Effective Date .....	83
C.	Establishing the Effective Date.....	84
D.	Effect of Failure of Conditions .....	84
E.	Waiver of Conditions to Confirmation and Effective Date .....	84
F.	Waiver of Bankruptcy Rule 3020(e) Stay.....	85
<b>ARTICLE XV RETENTION OF JURISDICTION.....</b>		<b>85</b>
<b>ARTICLE XVI MISCELLANEOUS PROVISIONS.....</b>		<b>87</b>
A.	Books and Records .....	87
B.	Termination of Injunctions or Stays .....	87
C.	Exemption from Transfer Taxes .....	87
D.	Amendment or Modification of the Combined Plan and Disclosure Statement.....	87
E.	Severability .....	88

F.	Withdrawal of Plan .....	88
G.	Binding Effect .....	89
H.	Committee .....	89
I.	Notices .....	89
J.	Governing Law .....	90
K.	Headings .....	90
L.	Exhibits/Schedules .....	90
M.	Filing of Additional Documents .....	90
N.	No Admissions .....	91
O.	Successors and Assigns .....	91
P.	Return of Deposits .....	91
Q.	Reservation of Rights .....	91
R.	Implementation .....	91
S.	Inconsistency .....	91
T.	Cancellation of Equity Interests .....	91
U.	Compromise of Controversies .....	92
V.	Request for Expedited Determination of Taxes .....	92
 <b>ARTICLE XVII CONCLUSION AND RECOMMENDATION OF THE DEBTOR AND COMMITTEE .....</b>		 <b>93</b>

## NOTICE

THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS COMBINED PLAN AND DISCLOSURE STATEMENT EXCEPT AS EXPRESSLY INDICATED HEREIN. THIS COMBINED PLAN AND DISCLOSURE STATEMENT WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTOR'S KNOWLEDGE, INFORMATION AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

THIS COMBINED PLAN AND DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 1125 AND 1129 OF THE BANKRUPTCY CODE AND RULE 3016(c) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER RULES GOVERNING DISCLOSURE OUTSIDE THE CONTEXT OF CHAPTER 11 OF THE BANKRUPTCY CODE. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED PLAN AND DISCLOSURE STATEMENT ON THE DEBTOR OR HOLDERS OF CLAIMS OR EQUITY INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED PLAN AND DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH THEIR OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED PLAN AND DISCLOSURE STATEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

NO REPRESENTATION CONCERNING THE DEBTOR OR THE VALUE OF THE DEBTOR'S ASSETS HAS BEEN AUTHORIZED BY THE BANKRUPTCY COURT OTHER THAN AS SET FORTH IN THIS COMBINED PLAN AND DISCLOSURE

STATEMENT OR ANY OTHER DISCLOSURE STATEMENT APPROVED BY THE BANKRUPTCY COURT. THE DEBTOR IS NOT RESPONSIBLE FOR ANY INFORMATION, REPRESENTATION OR INDUCEMENT MADE TO OBTAIN YOUR ACCEPTANCE, WHICH IS OTHER THAN OR INCONSISTENT WITH INFORMATION CONTAINED HEREIN.

EACH HOLDER OF A CLAIM OR EQUITY INTEREST SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS COMBINED PLAN AND DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL HEREIN. HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED PLAN AND DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED PLAN AND DISCLOSURE STATEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

**FOR EASE OF REFERENCE ONLY, AND WITH CERTAIN EXCEPTIONS, ARTICLE III THROUGH ARTICLE IV HEREIN GENERALLY SET FORTH THE DISCLOSURES FOR THIS COMBINED PLAN AND DISCLOSURE STATEMENT. ARTICLE V THROUGH ARTICLE XVI SET FORTH THE TERMS AND PROVISIONS OF THE PROPOSED COMBINED PLAN AND DISCLOSURE STATEMENT.**

## ARTICLE I

### INTRODUCTION<sup>1</sup> AND SUMMARY OF PROPOSED PLAN

CS Mining, LLC, the Debtor in this Chapter 11 Case hereby proposes this Combined Plan and Disclosure Statement pursuant to sections 1125 and 1129 of the Bankruptcy Code. All Creditors are encouraged to read this Combined Plan and Disclosure Statement in its entirety before voting to accept or reject the Combined Plan and Disclosure Statement. For the avoidance of doubt, the Combined Plan and Disclosure Statement applies and preserves the maximum global jurisdiction possible under applicable U.S. law, including without limitation, over the assets of the Debtor wherever located.

This Combined Plan and Disclosure Statement constitutes a liquidating chapter 11 plan for the Debtor. The Combined Plan and Disclosure Statement, if approved and confirmed, provides for the proceeds received from the liquidation of the Debtor's Assets to be distributed to Holders of Allowed Claims in accordance with the provisions of this Combined Plan and Disclosure Statement and the United States Bankruptcy Code.

The Debtor proposes to implement the Combined Plan and Disclosure Statement through:

- (i) establishing the Liquidation Trust for the benefit of the Holders of Allowed Claims who will become the Liquidation Trust Beneficiaries;
- (ii) appointing a Liquidation Trustee for the Liquidation Trust, who will be responsible for, among other things, implementing the terms of the Combined Plan and Disclosure Statement, monetizing and otherwise liquidating the Liquidation Trust Assets (*i.e.* the Debtor's Remaining Assets and the Debtor's rights and interests in the net proceeds of the Fiduciary Litigation), and resolving all outstanding Claims asserted against the Debtor's bankruptcy Estate;
- (iii) transferring, on the Effective Date, all of the Debtor's Remaining Assets, including all rights, title and interests in the Remaining Assets and proceeds thereof, to the Liquidation Trust for the benefit of the Liquidation Trust Beneficiaries;
- (iv) vesting, on the Effective Date, all rights and interests to and in the net proceeds received from the Fiduciary Litigation, which net proceeds shall inure to the benefit of the Liquidation Trust

---

<sup>1</sup>All capitalized terms used in this Combined Plan and Disclosure Statement shall have the meaning ascribed to such terms in Article II hereof.

Beneficiaries and which shall be transferred to the Liquidation Trust free and clear of all Liens, Claims and encumbrances; and

- (v) distributing to the Liquidation Trust Beneficiaries the proceeds received from the Liquidation Trust Assets in accordance with the terms of this Combined Plan and Disclosure Statement and the Liquidation Trust Agreement.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions or modifications set forth in this Combined Plan and Disclosure Statement, the Debtor, and, to the extent applicable, the Post-Effective Date Debtor and Liquidation Trustee, expressly reserve the right to alter, amend or modify the proposed Combined Plan and Disclosure Statement one or more times before its substantial consummation.

## ARTICLE II

### DEFINITIONS AND CONSTRUCTION OF TERMS

#### A. Definitions

As used herein, the following terms have the respective meanings specified below, unless the context otherwise requires:

1. “**Administrative Expense Bar Date**” means (a) October 31, 2017 for an Administrative Expense Claim arising between the Involuntary Petition Date through and including the Sale Closing Date; but excluding Professional Fee Claims; and (b) the Supplemental Administrative Expense Bar Date.
2. “**Administrative Expense Claim**” means any right to payment constituting actual and necessary costs and expenses of preserving the Estate under sections 503(b) and 507(a) (2) of the Bankruptcy Code, including, without limitation, (a) any Professional Fee Claims, and (b) any fees or charges assessed against the Estate under section 1930 of chapter 123 of Title 28 of the United States Code.
3. “**Administrative, Priority and Secured Claim Escrow**” means the amount of Cash to be set aside on the Effective Date by the Debtor and Liquidation Trustee for the payment of estimated Allowed Administrative Expense Claims, Allowed Professional Fee Claims, Allowed Priority Non-Tax Claims (including Allowed GAP Period Claims), Allowed Priority Tax Claims, Allowed WARN Act Claims, Allowed Other Prepetition Secured Claims, and Allowed Prepetition Secured Equipment Loan Claims, incurred, or to be incurred, through the Effective Date.
4. “**Affiliate**” means an affiliate as defined in section 101(2) of the Bankruptcy Code.
5. “**Allowed**” means, with reference to any Claim or Administrative Expense Claim against the Debtor: (i) any Claim that has been listed by the Debtor in the Debtor’s

Schedules as liquidated in amount and not Disputed or contingent and for which no contrary proof of Claim has been filed; provided, however, that any such Claim listed in the Schedules that has been (a) paid by the Debtor after the Involuntary Petition Date pursuant to Order of the Bankruptcy Court, or (b) assumed or purchased by Tamra as part of the Debtor's Sale of Assets to Tamra pursuant to the Sale Order, shall not be considered an Allowed Claim; (ii) any Claim or Administrative Expense Claim allowed pursuant to this Combined Plan and Disclosure Statement; (iii) any Claim or Administrative Expense Claim that is not timely Disputed by the Claims Objection Deadline; (iv) any Claim or Administrative Expense Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Post-Effective Date Debtor or Liquidation Trustee pursuant to a Final Order of the Bankruptcy Court or under this Combined Plan and Disclosure Statement; or (v) any Claim or Administrative Expense Claim that has been allowed by Final Order. Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an Order of the Bankruptcy Court shall not be considered "Allowed Claims" hereunder. Unless otherwise specified herein or by Order of the Bankruptcy Court, "Allowed Administrative Expense Claim" or "Allowed Claim" shall not, for any purpose under this Combined Plan and Disclosure Statement, include interest on such Administrative Expense Claim or Claim from and after the Involuntary Petition Date. An Allowed Claim shall be net of any setoff or recoupment amount of any Claim that may be asserted by the Debtor against the Holder of such Claim, which amount shall be deemed setoff or recouped pursuant to the terms of this Combined Plan and Disclosure Statement.

6. "**Assets**" means all of the right, title and interest of the Debtor in and to property of whatever type and nature (real, personal, mixed, intellectual, tangible or intangible), including the proceeds of any such property.

7. "**Asset Purchase Agreement**" means the asset purchase agreement entered into by and between Tamra, as buyer, and the Debtor, as seller, in connection with the Debtor's sale of substantially all of its Assets to Tamra pursuant to the Sale Motion.

8. "**Avoidance Actions**" means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtor pursuant to any applicable section of the Bankruptcy Code, including sections 105, 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

9. "**Ballot**" means the form or forms distributed to certain Holders of Claims entitled to vote on the Combined Plan and Disclosure Statement by which such parties may indicate acceptance or rejection of the Combined Plan and Disclosure Statement.

10. "**Bankruptcy Code**" means title 11 of the United States Code, as amended from time to time.

11. "**Bankruptcy Court**" or "**Court**" means the United States Bankruptcy Court for the District Of Utah, Central Division, having jurisdiction over the Chapter 11 Case, or if such Court ceases to exercise jurisdiction over the Chapter 11 Case, such court or adjunct thereof that exercises jurisdiction over the Chapter 11 Case in lieu of the United States Bankruptcy Court for the District of Utah, Central Division.

12. “**Bankruptcy Exception**” means the exception to the recognition of COD Income under section 108(a)(1)(A) of the Tax Code when a taxpayer discharging indebtedness is under the jurisdiction of a court in a case under the Bankruptcy Code and when the discharge is granted, or is effected pursuant to a plan approved, by a United States Bankruptcy Court.

13. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time.

14. “**Bar Date**” means, as applicable, the (a) General Bar Date; (b) Governmental Bar Date; (c) Administrative Expense Bar Date; and (d) Supplemental Administrative Expense Bar Date.

15. “**Business Day**” means any day other than a Saturday, Sunday, or any “legal holiday” as defined in Bankruptcy Rule 9006(a).

16. “**Cash**” means legal tender of the United States of America and equivalents thereof.

17. “**Cash on Hand**” means the approximate \$9.3 million in Cash held by the Debtor’s Estate as of February 6, 2018.

18. “**Causes of Action**” means, without limitation, any and all of the Debtor’s and the Estate’s actions, causes of action, Avoidance Actions, controversies, liabilities, obligations, rights, suits, damages, judgments, Claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, whether asserted by the Debtor, or capable of being asserted by the Debtor, directly, indirectly, derivatively or in any representative or other capacity, now existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act, failure to act, error, omission, transaction, occurrence or other event arising or occurring prior to the Involuntary Petition Date or during the course of the Chapter 11 Case, including through the Effective Date, other than those (i) released, enjoined, exculpated, or otherwise limited or prohibited under this Combined Plan and Disclosure Statement or (ii) purchased by Tamra in the Sale. The Causes of Action excludes the Fiduciary Litigation, which litigation shall be prosecuted, compromised, settled or abandoned by the Committee, or other authorized representative appointed by the Bankruptcy Court, *provided however*, that the proceeds of the Fiduciary Litigation shall inure to the benefit of the Liquidation Trust Beneficiaries and shall be transferred to the Liquidation Trust free and clear of all Liens, Claims and encumbrances.

19. “**Chapter 11 Case**” means the case under chapter 11 of the Bankruptcy Code, styled as CS Mining, LLC, under Case No. 16-24818 WTT, currently pending in the Bankruptcy Court.

20. “**Charity**” means any non-profit organization that is unrelated to the Liquidation Trustee or its professionals, the Committee or its members, or the Debtor, whose primary purpose is the pursuit of philanthropic endeavors that may be selected by the Liquidation Trustee at his or her sole discretion.



21. “**Chief Wind-Down Officer**” means an individual designated by the Liquidation Trustee to serve as an officer of the Post-Effective Date Debtor. The Chief Wind-Down Officer may be affiliated with the Liquidation Trustee.

22. “**CKMC**” means Copper King Mining Corporation.

23. “**Claim**” or “**Claims**” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

24. “**Claims and Balloting Agent**” means the claims and balloting agent appointed in the Chapter 11 Case, Epiq Bankruptcy Solutions, LLC.

25. “**Claims Objection Deadline**” means one hundred and eighty (180) days after the Effective Date or such later date as may be approved by the Bankruptcy Court.

26. “**Claims Reserve**” means any reserve established by the Liquidation Trustee on account of Claims that are Disputed.

27. “**Claims Resolution**” means the “Claims Resolution” identified in the Bankruptcy Court’s August 18, 2017 Sale Order, which, among other things: (a) resolved the Debtor’s objections to prepetition secured claims asserted by Waterloo and WUMI; (b) resolved the Waterloo Adversary Action and the WUMI Adversary Action; (c) provided for the payment of certain proceeds of the Sale to Waterloo and WUMI, after the payment of Priming Obligations; and (d) granted certain subordinated unsecured deficiency Claims to Waterloo and WUMI.

28. “**Clarity**” means Clarity Copper, LLC.

29. “**Class**” means any group of substantially similar Claims or Equity Interests as set forth and identified in Article VIII of this Combined Plan and Disclosure Statement, which Claims or Equity Interests are being established in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code.

30. “**Class Counsel**” means Outten & Golden, LLP.

31. “**Class Order**” means the May 1, 2017 Order Granting Class Certification and Related Relief entered in the WARN Act Litigation (Chenault Adv. Docket No. 34).

32. “**Class Plaintiffs**” means the class of plaintiffs that was certified by the Bankruptcy Court on May 1, 2017 in the WARN Act Litigation (Chenault Adv. Docket No. 34) comprised of: Matthew Chenault and other similarly situated employees of the Debtor: (i) who worked at or reported to Debtor’s facilities and were terminated without cause on or about May 17, 2016, or within 30 days of that date, or (ii) were terminated without cause as the reasonably foreseeable consequence of the mass layoffs and/or plant closings ordered by the Debtor on May 17, 2016, or (iii) who are “affected employees” within the meaning of 29 U.S.C. 2101(a)(5), and (iv) who have not filed a timely request to opt-out of the class.

33. “**Class Representative**” means Matthew Chenault.

34. “**Clerk**” means the clerk of the Bankruptcy Court.

35. “**Closing Date**” means August 28, 2017, as the closing date of the Debtor’s sale of substantially all of its Assets to Tamra. *See* Notice Of Closing Of (A) The Sale Of The Debtor’s Assets Free And Clear Of All Liens, Claims, Encumbrances, And Other Interests Pursuant To Sections 105, 363(b), (f) And (m) Of The Bankruptcy Code, (B) The Assumption, Assignment, And Sale Of Certain Executory Contracts And Unexpired Leases Pursuant To Sections 363 And 365 Of The Bankruptcy Code And Related Cure Amounts, And (C) Completion Of Related Matters (Docket No. 906).

36. “**COD Income**” means income (as defined in the Tax Code) arising from cancellation of indebtedness.

37. “**Combined Plan and Disclosure Statement**” means this First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation, including, without limitation, all exhibits, supplements, appendices and schedules hereto, either in their present form or as the same may be altered, amended or modified from time to time.

38. “**Committee**” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case by the Office of the United States Trustee on August 12, 2016.

39. “**Confirmation Date**” means the date on which the Confirmation Order is entered on the Docket.

40. “**Confirmation Hearing**” means the hearing held by the Bankruptcy Court to consider (i) approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (ii) confirmation of the proposed Combined Plan and Disclosure Statement pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

41. “**Confirmation Objection Deadline**” means March 26, 2018 at 5:00 p.m. (Mountain Time).

42. “**Confirmation Order**” means the Order of the Bankruptcy Court confirming this Combined Plan and Disclosure Statement pursuant to section 1129 of the Bankruptcy Code.

43. “**Creditor**” means any Person that is the Holder of a Claim against the Debtor.

44. “**CSM Board**” means the Debtor’s Board of Managers.

45. “**CS Mining**” means CS Mining LLC.

46. “**Debtor**” means CS Mining, LLC.

47. “**Disputed**” means, with reference to any Claim or Administrative Expense Claim, (i) any Claim or Administrative Expense Claim, proof of which was timely and

properly filed, and which is disputed under this Combined Plan and Disclosure Statement or as to which the Debtor, the Liquidation Trustee or the Committee has interposed a timely objection and/or request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined by a Final Order; (ii) any Claim or Administrative Expense Claim, proof of which was required to be filed by Order of the Bankruptcy Court, but as to which a proof of Claim was not timely and/or properly filed; (iii) any Claim that has been listed by the Debtor in the Debtor's Schedules, as such Schedules may be amended in accordance with Bankruptcy Rule 1009, as unliquidated, disputed or contingent; and (iv) any Claim or Administrative Expense Claim for which an objection has been filed and/or an adversary proceeding has been commenced by the filing of a complaint seeking, among other things, entry of an Order disallowing, subordinating or re-characterizing such Claim or Administrative Expense Claim from debt to equity. To the extent an objection relates to the allowance of only a part of a Claim or Administrative Expense Claim, such Claim or Administrative Expense Claim shall be a Disputed Claim only to the extent of the objection and shall be deemed Allowed as to the portion for which no objection is made.

48. “**Distribution**” means any distribution of Cash or other property to the Holders of Allowed Claims pursuant to this Combined Plan and Disclosure Statement.

49. “**Distribution Date**” means any date that is (a) the Effective Date, (b) the Initial Distribution Date, (c) any Interim Distribution Date, or (d) the Final Distribution Date.

50. “**Distribution Record Date**” means February 21, 2018.

51. “**Docket**” means the docket in the Chapter 11 Case maintained by the Clerk.

52. “**DXS**” means DXS Capital (U.S.) Limited.

53. “**Effective Date**” means the date on which the conditions to the occurrence of the effective date set forth in Article XIV of this Combined Plan and Disclosure Statement have been satisfied or waived.

54. “**Entity**” means an entity as defined in section 101(15) of the Bankruptcy Code.

55. “**Equity Interests**” means all equity or membership interests in the Debtor, including, but not limited to, all issued, unissued, authorized or outstanding shares or membership interests together with any warrants, options or contract rights to purchase or acquire such interests at any time.

56. “**Estate**” means the estate of the Debtor created upon the commencement of the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

57. “**Exculpated Parties**” means, collectively and individually, the Debtor's officers (David McMullin, Darrin Malcus, Stacey Riggs, Clent Tremmell), the Debtor's Chief Restructuring Officers (David Beckman, Randy Davenport, Michael Buenzow), the Debtor's Chief Liquidation Officer (Peter J. Kravitz, Esquire), the Debtor's attorneys (Pepper Hamilton

LLP; Snell & Wilmer LLP), the Debtor's financial advisor (FTI Consulting, Inc.), the members of the Committee (Robert J. Bayer; Quality Crushing; Oxbow Sulphur, Inc.; Plasticon Composites; Rollins Construction and Trucking, LLC; Western Explosives Systems Company; and Wheeler Machinery Company), the Committee's attorneys (Levene, Neale, Bender, Yoo & Brill, LLP; Cohn Kinghorn, PC), the Tailings DIP Lenders (Wellington Financing Partners, LLC; Broadbill Partners, L.P.; St. Cloud Capital Partners II, L.P.; and Oxbow Carbon, LLC), the Interim DIP Lenders (Wellington Financing Partners, LLC, Waterloo Street Limited; and Broadbill Partners, LP), the Final DIP Lenders (Wellington Financing Partners, LLC, Broadbill Partners, L.P. and St. Cloud Capital Partners II, L.P.), the Tailings DIP Lenders', the Final DIP Lenders' and the Interim DIP Lenders' attorneys and advisors (Durham Jones & Pinegar, P.C.; Kirton McConkie, LLC and Jones Day); and the other Professionals retained in the Chapter 11 Case (Epiq Bankruptcy Solutions, LLC and Province, Inc.).

58. **"Executory Contract"** means any unexpired executory contract as of the Involuntary Petition Date or Order for Relief Date between the Debtor and any other Person, Persons or Entities, specifically excluding contracts and agreements entered into pursuant to this Combined Plan and Disclosure Statement.

59. **"Exit Milestones"** means those certain deadlines regarding the Debtor's sale process as established by the Final DIP Financing Order, as amended thereafter by agreement of parties in interest or Court Order.

60. **"Fiduciary Litigation"** means the litigation and the Claims and Causes of Action being prosecuted, or to be prosecuted, by the Committee against the Debtor's former officers and members of the Debtor's Board of Managers, as authorized by the Bankruptcy Court's February 2, 2018 *Order Granting Committee Standing To Pursue Certain Claims For The Benefit Of The Debtor's Estate* (Docket No. 1086). For the avoidance of doubt, the proceeds of the Fiduciary Litigation, if any, shall inure to the benefit of the Liquidation Trust Beneficiaries and shall be transferred to the Liquidation Trust free and clear of all Liens, Claims and encumbrances.

61. **"Fiduciary Litigation Motion"** means the Motion for Order Granting Standing to Pursue Certain Claims for the Benefit of the Debtor's Estate; Memorandum of Points and Authorities (Docket No. 1030) filed by the Committee on December 28, 2017.

62. **"Final DIP Financing Facility"** means the financing facility provided to the Debtor pursuant to the terms of the Final DIP Financing Order.

63. **"Final DIP Financing Order"** means the Final Order Pursuant To Sections 105, 361, 362, 363, 364, 365 And 507 Of The Bankruptcy Code (I) Authorizing Debtor To Obtain Superpriority Secured Debtor-In-Possession Financing, (II) Authorizing Debtor To Use Cash Collateral, (III) Granting Adequate Protection To The Prepetition Secured Parties And (V) Granting Related Relief (Docket No. 352) entered on October 11, 2016.

64. **"Final DIP Lenders"** means Wellington Financing Partners, LLC, Broadbill Partners, L.P., and St. Cloud Capital Partners II, L.P.

65. “**Final Distribution Date**” means the date on which the Liquidation Trustee makes a final Distribution to Holders of Allowed Claims.

66. “**Final Order**” means an Order of the Bankruptcy Court or another court of competent jurisdiction, that is enforceable and not subject to stay.

67. “**First GUC Priority Distribution**” means the first \$5,000,000 of Cash available to be distributed Pro Rata to Holders of the Allowed Class 3 Claims, the Allowed General Unsecured Claims, after (i) the payment in full of Allowed Administrative Expense Claims, Allowed Supplemental Administrative Expense Claims, Allowed Statutory Fees, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims (including Allowed GAP Period Claims), Allowed WARN Act Claims, Allowed Other Prepetition Secured Claims, and Allowed Prepetition Secured Equipment Loan Claims; (ii) the funding and establishment of any Claims Reserves on account of any Disputed Claims; and (iii) the payment of, and reserving for, the Wind-Down Expenses of the Estate and Liquidation Trust.

68. “**GAP Period Claims**” means Claims arising from June 2, 2016, the Involuntary Petition Date, through August 4, 2016, the Order of Relief Date, that constitute Allowed Claims under sections 502(f) and 507(a)(3) of the Bankruptcy Code.

69. “**General Bar Date**” means February 16, 2017 at 4:00 p.m. (Mountain Time).

70. “**General Unsecured Claim**” means any unsecured non-priority Claim against the Debtor that arose before the Order for Relief Date that is not an Administrative Expense Claim, a Supplemental Administrative Expense Claim, Statutory Fees, a Priority Tax Claim, a Priority Non-Tax Claim (including GAP Period Claims), a WARN Act Claim, a WUMI Deficiency Claim, a Waterloo Deficiency Claim, a SMP Prepetition Secured Claim, an Other Prepetition Secured Claim, or a Prepetition Secured Equipment Loan Claim.

71. “**Governmental Bar Date**” means May 17, 2017 at 4:00 p.m. (Mountain Time).

72. “**Governmental Unit**” shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

73. “**Holder**” means the beneficial holder of any Claim or Equity Interest.

74. “**Impaired**” means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code

75. “**Initial Distribution Date**” means the first Business Day that is sixty (60) days after the Effective Date, or such longer period as may be reasonably determined by the Liquidation Trustee, on which the Liquidation Trustee makes an initial Distribution under this Combined Plan and Disclosure Statement.

76. “**Insurance Policies**” means all insurance policies issued at any time to the Debtor, its affiliates or predecessors, and all agreements related thereto.

77. “**Interim DIP Financing Facility**” means the financing facility provided to the Debtor pursuant to the terms of the Interim DIP Financing Order.

78. “**Interim DIP Financing Motion**” means the Motion For Interim And Final Orders (I) Authorizing The Debtor To Obtain Postpetition Financing; (II) Authorizing Use Of Cash Collateral; (III) Granting Adequate Protection; And (IV) Scheduling A Final Hearing (Docket No. 137) filed on August 5, 2016.

79. “**Interim DIP Financing Order**” means the Interim Order Pursuant To Sections 105, 361, 362, 363, 364, 365 And 507 Of The Bankruptcy Code (I) Authorizing Debtor To Obtain Superpriority Secured Debtor-In-Possession Financing, (II) Authorizing Debtor To Use Cash Collateral, (III) Granting Adequate Protection To The Prepetition Secured Parties, (IV) Scheduling A Final Hearing, And (V) Granting Related Relief (Docket No. 162) entered on August 9, 2016, and as supplemented by (a) Order Approving Stipulation By And Between Debtor, DIP Lenders And Committee Increasing The Interim DIP Loan And Extending Term Of Interim Financing (Docket No. 253) entered on September 8, 2016, and (b) Order Approving Second Stipulation By And Between Debtor, DIP Lenders And Committee Increasing The Interim DIP Loan And Extending Term Of Interim Financing (Docket No. 282) entered on September 16, 2016.

80. “**Interim DIP Lenders**” means Wellington Financing Partners, LLC, Waterloo Street Limited, Broadbill Partners, LP, and any other entity who participated in the Interim DIP Financing Facility.

81. “**Interim Distribution Date**” means any date, after the Initial Distribution Date and before the Final Distribution Date, as may be reasonably determined by the Liquidation Trustee, on which the Liquidation Trustee makes a further Distribution under this Combined Plan and Disclosure Statement to the Holders of Allowed Claims.

82. “**Involuntary Petition**” means the involuntary bankruptcy petition (Docket No. 1) filed against CS Mining by the Petitioning Creditors.

83. “**Involuntary Petition Date**” means June 2, 2016.

84. “**IRS**” means the Internal Revenue Service.

85. “**Lien**” means a lien as defined in section 101(37) of the Bankruptcy Code.

86. “**Liquidation Trust**” means the uncertificated trust created pursuant to this Combined Plan and Disclosure Statement and the Liquidation Trust Agreement.

87. “**Liquidation Trust Advisory Board**” shall have the meaning set forth in Article IX(D) of this Combined Plan and Disclosure Statement.

88. “**Liquidation Trust Agreement**” means the agreement governing, among other things, the retention and duties of the Liquidation Trustee, as described in Article IX of this Combined Plan and Disclosure Statement, which shall be in form and substance reasonably satisfactory to the Debtor and the Committee and filed as Exhibit B to this Combined Plan and Disclosure Statement.

89. “**Liquidation Trust Assets**” means all rights, title and interest in the Debtor’s Remaining Assets as of the day prior to the Effective Date, including, without limitation, the Debtor’s Cash, the Debtor’s Insurance Policies, the Causes of Action, the right to proceeds received from the Fiduciary Litigation, and all proceeds realized or received from any of the foregoing assets. The Liquidation Trust Assets shall be transferred to the Liquidation Trust on the Effective Date, free and clear of all Liens, Claims and encumbrances, *provided, however,* the Committee or other authorized representative is authorized to continue to prosecute, compromise, settle or abandon the Fiduciary Litigation after the Effective Date, and *further provided,* that the net proceeds of the Fiduciary Litigation (net of associated costs, fees and expenses) shall be transferred to the Liquidation Trust free and clear of all Liens, Claims and encumbrances and inure to and for the benefit of the Liquidation Trust Beneficiaries.

90. “**Liquidation Trust Beneficiaries**” mean the Holders of Allowed Claims that are entitled to a Distribution under this Combined Plan and Disclosure Statement, solely to the extent that such Claims have not been paid in full.

91. “**Liquidation Trustee**” means the individual to be appointed and designated as the Trustee of the Liquidation Trust created pursuant to Article IX of this Combined Plan and Disclosure Statement and the Liquidation Trust Agreement attached as Exhibit B to this Combined Plan and Disclosure Statement, or any successor person designated in accordance with the Liquidation Trust Agreement.

92. “**Local Rules**” mean the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Utah, Central Division.

93. “**Offer of Judgment**” means the Offer of Judgment extended by the Debtor to the Class Representative and Class Counsel in the WARN Act Litigation on December 22, 2017.

94. “**Noble**” means Noble Americas Corp.

95. “**Noble/Waterloo Debt**” means the August 12, 2014 prepetition secured credit facility by and between the CS Mining, as borrower, and Noble as lender, and subsequently purchased by Waterloo, which is estimated, as of the Involuntary Petition Date, in excess of \$35,000,000 consisting of \$30,000,000 in principal and \$5,423,837 in accrued interest.

96. “**Noble/Waterloo Loan**” means that certain multi-draw term Loan and Security Agreement entered into on August 12, 2014 between CS Mining, as borrower, and Noble, as lender, and subsequently purchased by Waterloo.

97. “**Non-United States Person**” means a Holder of a Claim that is not subject to either federal or state income taxation unless such Holder is (i) engaged in a trade or

business in the United States to which income, gain or loss from the exchange is “effectively connected” for United States federal income tax purposes, or (ii) is an individual and such Holder is present in the United States for 183 days or more during the taxable year of the exchange and certain other requirements are met.

98. “**Order**” means an order or judgment of the Bankruptcy Court as entered on the Docket.

99. “**Order for Relief**” means the *Order for Relief* (Docket No. 130), entered on August 4, 2016.

100. “**Order for Relief Date**” means August 4, 2016.

101. “**Other Prepetition Secured Claim**” means Claims related to mechanic’s liens or mining liens not settled as part of the Sale.

102. “**PacNet**” means PacNet Capital (U.S.) Limited.

103. “**Person**” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

104. “**Petitioning Creditors**” means Minerals Advisory Group, LLC, R.J. Bayer Professional Geologist, LC, Rollins Construction & Trucking, LLC, Rollins Machine, Inc., and Oxbow Sulphur, Inc., and after July 28, 2016, included Brahma Group, Inc.

105. “**Plan Documents**” means this Combined Plan and Disclosure Statement and all exhibits, schedules, and appendices thereto.

106. “**Post-Effective Date Debtor**” means the Debtor on and after the Effective Date.

107. “**Prepetition Secured Equipment Loan Claims**” means the Claims held by any Creditor who sold, financed or leased equipment to the Debtor prior to the Order for Relief Date on a secured basis, including, but not limited to, filing, recording and maintaining a valid, perfected and enforceable Lien against such equipment. For the avoidance of doubt, the secured status of any Prepetition Secured Equipment Loan Claim is subject to determination in accordance with Section 506(a) of the Bankruptcy Code.

108. “**Prepetition Secured Indebtedness**” means the Noble/Waterloo Debt, SMP Debt, WUMI Debt, other secured debt/mechanic’s lien claims estimated at approximately \$5,000,000, and the GAP Period Claims estimated at approximately \$600,000.

109. “**Prepetition Secured Lenders**” means WUMI, SMP and Waterloo.

110. “**Priming Obligations**” means the obligations set forth in the Sale Order as follows: (a) the first priority Liens granted to the Final DIP Lenders and Tailings DIP Lenders in the Chapter 11 Case, including all obligations thereunder and all obligations under any forbearance agreements regarding such priority Liens, including all Allowed Claims, fees,



interest and costs; (b) all Allowed Administrative Expense Claims, Allowed priority unsecured Claims; Allowed Priority Tax Claims, Allowed Professional Fee Claims, Claims Allowed under section 502(f) of the Bankruptcy Code, or incurred in the ordinary course of operating the Debtor's business during the Chapter 11 Case; (c) the Cure Costs (other than the Nevada Star Cure Costs and any Excess Cure Costs) (as defined in the Sale Motion); (d) the "Completion Fee" due and payable to Debtor's Chief Restructuring Officer, FTI Consulting; (e) valid, allowed obligations of the Debtor for unpaid and accrued real and personal property taxes as of the Closing Date that are secured by Liens against the Purchased Assets (as defined in the Sale Order); (f) all Liabilities (as defined in the Sale Motion) arising under any key employee incentive plan or key employee retention plan previously approved by the Bankruptcy Court; (g) all Allowed GAP Period Claims which were incurred during the period from the Involuntary Petition Date (June 2, 2016) and the Order for Relief Date (August 4, 2016) and that remain unpaid; and (h) the fees incurred by the Petitioning Creditors in connection with the filing of the Involuntary Petition.

111. "**Priority Non-Tax Claim**" means a Claim entitled to priority under 11 U.S.C. 507, including GAP Period Claims, that is not an Administrative Expense Claim, a Supplemental Administrative Expense Claim, Statutory Fees, a WUMI Deficiency Claim, a Waterloo Deficiency Claim, a SMP Prepetition Secured Claim, an Other Prepetition Secured Claim, a Prepetition Secured Equipment Loan Claim, a Priority Tax Claim, a WARN Act Claim or a General Unsecured Claim.

112. "**Priority Tax Claim**" means a Claim entitled to priority under 11 U.S.C. 507(a)(8) that is not an Administrative Expense Claim, a Supplemental Administrative Expense Claim, Statutory Fees, a Priority Non-Tax Claim (including a GAP Period Claim), a WARN Act Claim, a WUMI Deficiency Claim, a Waterloo Deficiency Claim, a SMP Prepetition Secured Claim, an Other Prepetition Secured Claim, a Prepetition Secured Equipment Loan Claim, or a General Unsecured Claim.

113. "**Professional**" means any professional Person employed in the Chapter 11 Case pursuant to section 327, 328, 363 or 1103 of the Bankruptcy Code pursuant to an Order of the Bankruptcy Court and to be compensated for services rendered pursuant to section 327, 328, 329, 330, 331 or 363 of the Bankruptcy Code.

114. "**Professional Fee Claims**" means all Claims for compensation and reimbursement of expenses by Professionals to the extent Allowed by the Bankruptcy Court.

115. "**Pro Rata**" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in the same Class.

116. "**Remaining Assets**" means all of the Assets, of any type or form whatsoever, held by the Debtor's Estate after the Sale Closing Date, including, without limitation, all Cash and Cash on Hand, retained real and personal property, Unsecured Claim Distribution, Causes of Action, interests in the Fiduciary Litigation, and any proceeds thereof.

117. "**Sale**" means the sale of substantially all of the Debtor's Assets to Tamra pursuant to the Sale Motion.

118. “**Sale Hearing**” means the hearing in this Chapter 11 Case that occurred before the Bankruptcy Court on August 18, 2017.

119. “**Sale Motion**” means the Motion Of Debtor For Entry Of (I) An Order (A) Approving Bidding Procedures In Connection With Sale Of Substantially All Of The Estate’s Assets, (B) Approving Expense Reimbursement, (C) Scheduling An Auction And Hearing To Consider The Proposed Sale, And (D) Approving The Form And Manner Of Notice Thereof; (II) An Order (A) Approving The Sale, (B) Authorizing The Assumption And Assignment Of Executory Contracts And Unexpired Leases, And (C) Granting Certain Related Relief (Docket No. 365) filed on October 21, 2016.

120. “**Sale Order**” means the Order (A) Approving The Sale Of The Debtor’s Assets Free And Clear Of All Liens, Claims, Encumbrances, And Other Interests Pursuant To Sections 105, 363(b), (f) And (m) Of The Bankruptcy Code, (B) Approving The Assumption, Assignment, And Sale Of Certain Executory Contracts And Unexpired Leases Pursuant To Sections 363 And 365 Of The Bankruptcy Code And Related Cure Amounts, And (C) Granting Related Relief (Docket No. 895) entered on August 18, 2017.

121. “**Schedules**” means the schedules of Assets and liabilities and the statement of financial affairs filed by the Debtor (Docket No. 231) under section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto.

122. “**Skye Joint Loan Modification Agreement**” means that certain Joint Loan Modification Agreement entered into on November 10, 2011 between CS Mining, as borrower, and SMP, as lender.

123. “**SMP Prepetition Secured Claim**” means the alleged prepetition secured claim held by SMP, consisting of \$25,886,653 in principal and \$1,543,052 in interest, which Claim is subordinate in all respects, including the right to repayment, to the WUMI Loan, the WUMI Debt, the WUMI Deficiency Claim, the Noble/Waterloo Loan, the Noble/Waterloo Debt and the Waterloo Deficiency Claim.

124. “**SMI**” means Skye Mineral Investors, LLC.

125. “**SMP**” means Skye Mineral Partners, LLC.

126. “**SMP Board**” means the Board of Managers of SMP.

127. “**SMP Debt**” means the debt of SMP related to the SMP Debt Instruments, estimated, as of the Involuntary Petition Date, in excess of \$27 million, consisting of \$25,886,653 in principal and \$1,543,052 in accrued interest.

128. “**SMP Debt Instruments**” means the debt instruments previously issued by, or obligations of, WUCC and CKMC as modified by the Skye Joint Loan Modification Agreement.

129. “**SMP/Noble Intercreditor and Subordination Agreement**” means that certain Intercreditor and Subordination Agreement entered into on August 12, 2014 among CS Mining, SMP and Noble in connection with the Noble Loan.

130. “**SMP/WUMI Subordination Agreement**” means that certain Subordination Agreement entered into on August 10, 2012, among SMP, WUMI and the Debtor.

131. “**Statutory Fees**” means fees due and payable pursuant to section 1930(a)(6) of Title 28 of the U.S. Code or accrued interest thereon arising under 31 U.S.C. § 3717 prior to the Effective Date.

132. “**Supplemental Administrative Expense Claim**” means any right to payment constituting actual and necessary costs and expenses of preserving the Estate under sections 503(b) and 507(a) (2) of the Bankruptcy Code that arises between August 29, 2017 through and including the Effective Date, including, without limitation, (a) any Professional Fee Claims, and (b) any fees or charges assessed against the Estate under section 1930 of chapter 123 of Title 28 of the United States Code.

133. “**Supplemental Administrative Expense Bar Date**” means the first Business Day that is thirty (30) days after the Effective Date to file an Administrative Expense Claim arising from August 29, 2017 through and including the Effective Date.

134. “**SXEW Facility**” means the Debtor’s solvent extraction and electro-winning facility.

135. “**Tailings DIP Financing Facility**” means the financing facility provided to the Debtor pursuant to the terms of the Tailings DIP Financing Order.

136. “**Tailings DIP Financing Order**” means the Final Order (I) Authorizing The Debtor To Enter Into Additional \$2.65 Million Postpetition Financing Agreement With Vendor And Existing DIP Lender; (II) Authorizing Amendment To Existing Debtor-In-Possession Financing Facility; (III) Approving Sulfuric Acid Supply Agreement; (IV) Authorizing The Use Of Cash Collateral And (V) Granting Adequate Protection (Docket No. 505) entered on January 17, 2017.

137. “**Tailings DIP Lenders**” means Wellington Financing Partners, LLC, a Delaware limited liability company, St. Cloud Capital Partners II, L.P., and Oxbow Carbon LLC.

138. “**Tamra**” means Tamra Mining Company, LLC.

139. “**Tax Attributes**” means the collective attributes of the taxpayer, including net operating losses, general business and minimum tax credit carry forwards, capital loss carry forwards, the basis of the taxpayer’s assets and foreign tax credit carry forwards.

140. “**Tax Code**” means the Internal Revenue Code of 1986, as amended.

141. “**Treasury Regulations**” means the regulations, including temporary regulations or any successor regulations promulgated under the United States Internal Revenue Code of 1986, as amended from time to time.

142. “**Unexpired Lease**” means any unexpired lease as of the Involuntary Petition Date between the Debtor and any other Person, Persons or Entities, specifically excluding leases entered into pursuant to this Combined Plan and Disclosure Statement.

143. “**Unimpaired**” means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

144. “**Unsecured Claim Distribution**” means the aggregate amount of Cash or funds realizable from the Liquidation Trust Assets, after: (i) payment in full of all Allowed Administrative Expense Claims, Allowed Supplemental Administrative Expense Claims, Allowed Professional Fee Claims, Allowed Statutory Fees, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed WARN Act Claims, Allowed Prepetition Secured Equipment Loan Claims and Allowed Other Prepetition Secured Claims; (ii) the funding and establishment of any Claims Reserves on account of any Disputed Claims; and (iii) the payment of, and reserving for, the Wind-Down Expenses of the Estate, the Post-Effective Date Debtor, the Liquidation Trust, the Liquidation Trust Advisory Board and the Fiduciary Litigation. For the avoidance of doubt, the Holders of the WUMI Deficiency Claim (Class 2(a)) and the Waterloo Deficiency Claim (Class 2(b)) shall not receive any Distribution on the First GUC Priority Distribution (\$5,000,000) of the Unsecured Claim Distribution.

145. “**UST**” means the Office of the United States Trustee for the District of Utah, Central Division.

146. “**Voting Deadline**” means March 26, 2018 at 5:00 p.m. (MT).

147. “**WARN Act Claims**” means the Claims asserted under the Worker Adjustment and Retraining Notification Act of 1988 against the Debtor in the WARN Act Litigation.

148. “**WARN Act Litigation**” means the adversary proceeding, number 16-02095, captioned *Matthew Chenault v. CS Mining, LLC*.

149. “**WARN Act MOU**” means the Memorandum of Understanding executed on behalf of the Debtor, the Committee, and the Class Plaintiffs in the WARN Act Litigation, which Memorandum identifies, subject to approval of the Bankruptcy Court, the terms and conditions of the full and final settlement of the WARN Act Litigation negotiated by and among the Debtor, Committee and Class Representative.

150. “**WARN Act Settlement**” means the settlement negotiated by the Debtor, Committee and Class Representative in the WARN Act Litigation, subject to approval by the Bankruptcy Court.

151. “**Waterloo**” means Waterloo Street (US) Limited.

152. “**Waterloo Adversary Action**” means the adversary action filed by the Debtor against Waterloo and Noble at Adversary Case No. 17-02025.

153. “**Waterloo Deficiency Claim**” means the Allowed unsecured deficiency Claim of \$17,000,000 held by Waterloo against the Debtor and subordinated to the First GUC Priority Distribution to be distributed to Holders of Class 3 Allowed General Unsecured Claims.

154. “**Wind-Down Expenses**” means: (a) any costs and expenses of winding down the Estate and the Post-Effective Date Debtor, including, without limitation, payment of statutory fees and taxes required to be paid in connection with dissolving the Debtor; and (b) any costs and expenses of the Chief Wind-Down Officer and the Liquidation Trust, including, without limitation, any compensation paid to the Liquidation Trustee, professionals and consultant retained by the Liquidation Trust, and any fees and expenses associated with maintaining the Liquidation Trust Assets, making Distributions in accordance with this Combined Plan and Disclosure Statement, and otherwise administering the Liquidation Trust.

155. “**WUCC**” means Western Utah Copper Company.

156. “**WUMI**” means David J. Richards, LLC, an Ohio limited liability company d/b/a Western US Mineral Investors, LLC.

157. “**WUMI Adversary Action**” means the adversary action filed by the Debtor against WUMI at Adversary Case No. 17-02024.

158. “**WUMI Debt**” means the debt of WUMI related to the WUMI Loan, which is estimated as of the Involuntary Petition Date in excess of \$24 million, consisting of \$20,500,000 in principal and \$4,426,036 in interest.

159. “**WUMI Deficiency Claim**” means the Allowed unsecured deficiency Claim of \$17,000,000 held by WUMI against the Debtor and subordinated to the First GUC Priority Distribution to be distributed to Holders of Class 3 Allowed General Unsecured Claims.

160. “**WUMI Loan**” means that certain Loan and Security Agreement entered into on August 10, 2012 between CS Mining, as borrower, and WUMI, as lender.

161. “**WUMI/Noble Intercreditor Agreement**” means that certain Intercreditor Agreement entered into on August 12, 2014 among CS Mining, WUMI and Noble in connection with the Noble Loan.

## **B. Interpretation; Application of Definitions and Rules of Construction**

Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter. Unless otherwise specified, all section, article, schedule or exhibit references in the Combined Plan and Disclosure Statement are to the respective section in, article of, schedule to, or exhibit to the Combined Plan and Disclosure Statement. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Combined Plan and Disclosure Statement as a

whole and not to any particular section, subsection or clause contained in the Combined Plan and Disclosure Statement. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Combined Plan and Disclosure Statement. A term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in the Combined Plan and Disclosure Statement are for convenience of reference only and shall not limit or otherwise affect the provisions of the Combined Plan and Disclosure Statement. To the extent there is any inconsistency between any of the provisions of this Combined Plan and Disclosure Statement and any of the provisions contained in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control.

**C. Appendices and Plan Documents**

All Plan Documents and appendices to this Combined Plan and Disclosure Statement are incorporated into by reference and are a part of this Combined Plan and Disclosure Statement as if set forth in full herein. The documents contained in the exhibits and the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Holders of Claims and Equity Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or at <http://dm.epiq11.com/CSMining>, or obtain a copy of the Plan Documents by sending a written request to the following address: CS Mining, LLC, c/o Epiq Bankruptcy Solutions LLC, 10300 SW Allen Boulevard, Beaverton, OR 97005.

**ARTICLE III**

**BACKGROUND AND DISCLOSURES REGARDING PROPOSED PLAN**

**A. The Commencement of the Chapter 11 Case**

On June 2, 2016, the Involuntary Petition Date, the Petitioning Creditors filed the Involuntary Petition. Brahma Group, Inc. filed a joinder to the Involuntary Petition on July 18, 2016. On August 4, 2016, after several months of attempting to negotiate an orderly entrance into a voluntary chapter 11 proceeding, including negotiation of debtor-in-possession financing and a business plan for the bankruptcy case, the Debtor consented to entry of the Order for Relief under chapter 11 and the Chapter 11 Case commenced.

The Bankruptcy Court entered the Order for Relief on August 4, 2016. Following the Order for Relief Date, the Debtor continued to operate its business and manage its properties as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On August 12, 2016, the Office of the United States Trustee appointed the Committee, which consists of seven (7) members: Robert J. Bayer; Quality Crushing; Oxbow Sulphur, Inc.; Plasticon Composites; Rollins Construction and Trucking, LLC; Western Explosives Systems Company; and Wheeler Machinery Company.

No trustee or examiner has been appointed in the Chapter 11 Case.

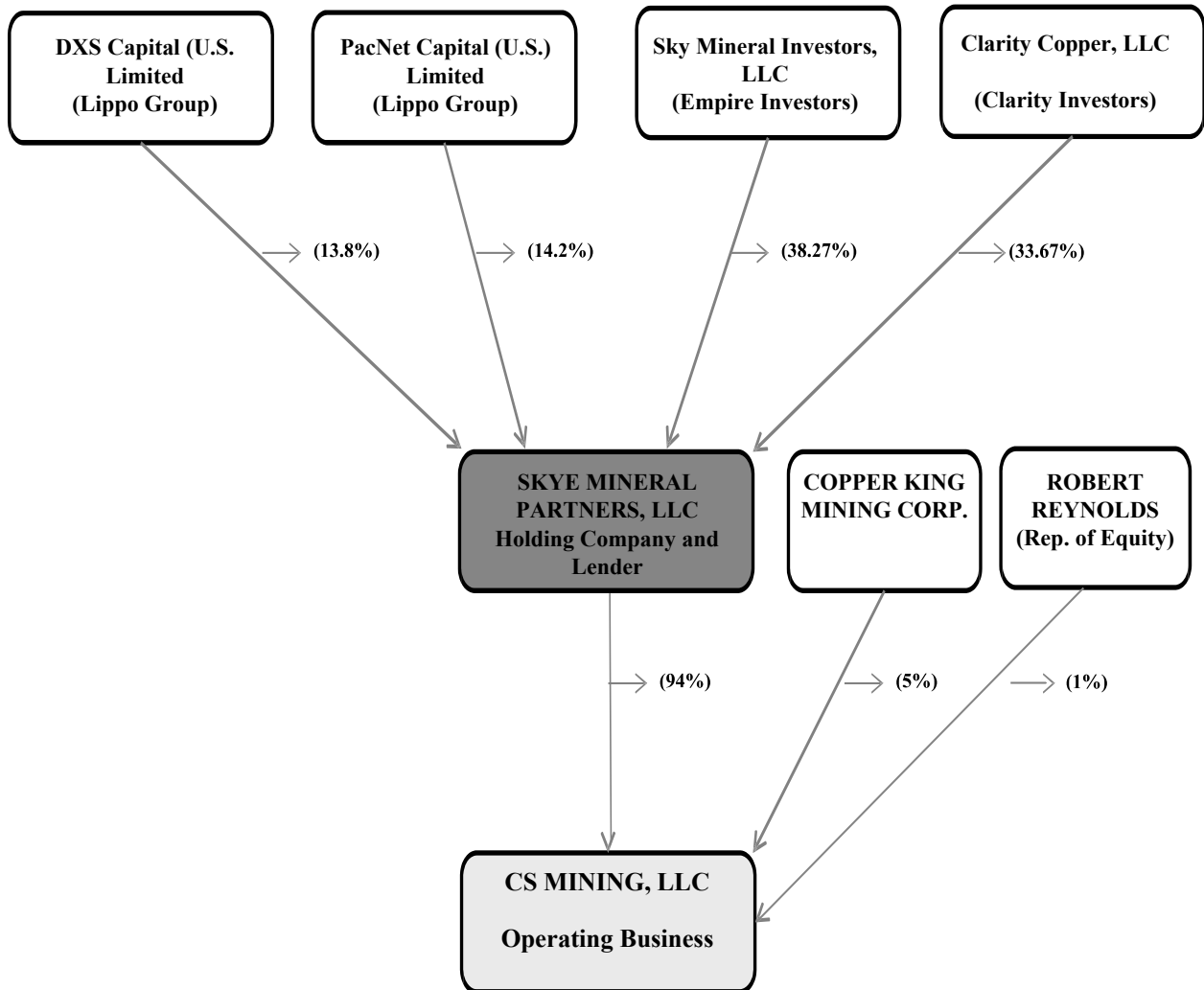
**B. The Debtor's Corporate Structure**

The Debtor is a Delaware limited liability company organized on June 20, 2011. The Debtor was formed and organized for purposes of purchasing substantially all of the assets of WUCC and CKMC, which assets were being sold in connection with WUCC's and CKMC's chapter 11 bankruptcy cases then pending in the Bankruptcy Court at Case No. 10-29159 WTT and Case No. 10-30002 WTT, respectively. The WUCC and CKMC assets included, among other property, certain mining, lease and equipment rights utilized by the Debtor prior to the Involuntary Petition Date.

The Debtor has three separate members, all of whom are parties to the certain Limited Liability Company Agreement of CS Mining, LLC dated as of October 31, 2011. The members of the Debtor include: (i) SMP; (ii) Robert Reynolds, as representative of the first lien lenders under that certain Equity Administration Agreement by and among the former first lien lenders of WUCC and CKMC, dated June 6, 2011; and (iii) CKMC.

SMP is the majority controlling member of the Debtor, owning approximately 94% of the common units, 100% of the preferred units, and 99.25% of the overall units of the Debtor. CKMC owns approximately 1% of the common units and 0.12% of the overall units of the Debtor, while Robert Reynolds represents approximately 5% of the common units and 0.62% of the overall units of the Debtor. SMP, in turn, is owned by DXS, PacNet, SMI, and Clarity. The Debtor also issued certain junior membership units in the Debtor to David McMullin, the Debtor's existing Chief Executive Officer and President, and Russell Alley, the Debtor's former Chief Executive Officer and President. The junior membership interests did not hold any voting or management rights in the Debtor.

The membership interests in the Debtor consisted of the following interests:



### C. The Debtor's Business Operations

Prior to, and during the Chapter 11 Case, the Debtor was headquartered in Milford, Beaver County, Utah, near the mineral rich Anaconda Skarn. The Debtor owned, or otherwise controlled, approximately 60,000 acres of mineral rights and was in the business of mining and processing copper, gold, and silver. The Debtor possessed a 1,700 ton per day flotation mill and completed a bolt-on addition to its flotation plant to include an agitated leach/counter current decantation and solvent extraction and electro-winning facility, the SXEW Facility. As of the Involuntary Petition Date, the Debtor had identified 11 mining sites and estimated the life of its existing mining processing operations at four (4) years. This estimate did not include potential mining operations resulting from any future resource development.

The Debtor's state-of-art SXEW Facility consisted of a newly-constructed agitated leach processing facility designed to maximize recovery of oxide copper ore via an agitated leach circuit and counter current decantation processing circuit, which would create copper cathode. The SXEW Facility included the construction of the six to eight year



intermediate tailings dam for the acid tails produced from the operations. When in operation, the SXEW Facility could produce approximately 15+ million pounds of copper cathode per year (effectively 99.98% copper plates) with broad distribution opportunities.

The Debtor's mining operations were subject to certain regulatory review, oversight and approvals from the State of Utah and the United States Bureau of Land Management. The Debtor routinely provided required sampling and reporting data to the Utah Division of Water Quality and Utah Division of Oil Gas and Mining in connection with its operations. As of the Order for Relief Date, the Debtor was not in violation of any of its operating or reporting requirements in any material respect or that was not otherwise resolved or addressed to the satisfaction of the applicable regulating agency.

As of the Order for Relief Date, the Debtor employed approximately 25 employees on a part-time or full-time basis. At its peak at the end of December 2015, the Debtor employed 207 employees.

Following the Sale, the Debtor no longer maintains any mining operations or mining interests.

**D. The Debtor's Management**

The business and affairs of the Debtor are managed by and under the direction of the CSM Board. As of the Involuntary Petition Date, the CSM Board consisted of Marshall Cooper, David J. Richards and Clinton Walker. Messrs. Cooper, Richards, and Walker also serve on, and as, the Board of Managers of SMP, the majority member of the Debtor. In June of 2017, John Bryan, Sturges Karban, and Tom Reilly were appointed as additional managers to the CSM Board and the SMP Board.

Until their resignations, Mr. Cooper and Mr. Reilly served as DXS's and PacNet's designated representatives to the SMP Board and CSM Board. Until their resignations, Mr. Richards and Mr. Karban served as SMI's designated representatives to the SMP Board and CSM Board. Until their resignations, Mr. Walker and Mr. Bryan served as Clarity's designated representatives to the SMP Board and CSM Board.

The CSM Board appointed a management team to assist with the day-to-day operations of the Debtor. As of the Involuntary Petition Date, the Debtor's senior management team consisted of: David McMullin, President and Chief Executive Officer; Darin Malchus, Vice President of Finance; Stacey Riggs, Vice President Administration and Compliance; John Moyo, Mill Superintendent & Chief Metallurgist; and Clent D. Trammell, Director of Technology. David McMullin continues to serve as the Debtor's CEO.

Following the closing of the Sale, the CSM Board appointed and designated, pursuant to the Debtor's Limited Liability Operating Agreement, Peter Kravitz, Esquire, and David McMullin as the Debtor's wind up designees for purposes of winding up the Debtor's business and affairs through a plan of liquidation. Following the appointment and designation of Messrs. Kravitz and McMullin, the members of the CSM Board resigned from the CSM Board, and Messrs. Kravitz and McMullin are charged with winding up the Debtor's business and affairs.

On December 20, 2017, the Bankruptcy Court entered an *Order Authorizing the Retention and Employment of Province, Inc. and the Designation of Peter J. Kravitz as Chief Liquidating Officer for CS Mining, LLC* (Docket No. 1022). Pursuant to the Order, the Debtor was authorized to retain and employ Province, Inc. as its financial advisor and designate Peter S. Kravitz, Esquire, as its Chief Liquidating Officer pursuant to section 327(a) of the Bankruptcy Code and on the terms set forth in Mr. Kravitz' engagement letter with the Debtor.

**E. The Debtor's Pre-petition Secured Indebtedness**

Prior to the Involuntary Petition Date, the Debtor had over \$93 million in Prepetition Secured Indebtedness, including:

- (i) **The SMP Debt** - an alleged secured credit facility estimated in excess of \$27,000,000 consisting of \$25,886,653 in principal and \$1,543,052 in accrued interest; and
- (ii) **The WUMI Debt** - a secured credit facility estimated in excess of \$24,000,000, consisting of \$20,500,000 in principal and \$4,426,036 in accrued interest;
- (iii) **The Noble/Waterloo Debt** - a secured credit facility estimated in excess of \$35,000,000, consisting of \$30,000,000 in principal and \$5,423,837 in accrued interest; and
- (iv) **Other Secured Debt / Mechanic's Liens** – alleged claims relating to materialmen or mechanic's liens claims, estimated at approximately \$5,000,000.

The Debtor's Prepetition Secured Indebtedness is discussed more fully below.

**2. The SMP Debt.**

On November 10, 2011, CS Mining, as borrower, and SMP, as lender, entered into the Skye Joint Loan Modification Agreement, wherein CS Mining and SMP agreed, in connection with the WUCC and CKMC bankruptcy cases, to modify the terms of certain debt instruments previously issued by, or were obligations of, WUCC and CKMC. The SMP Debt Instruments generally fell into four categories: (i) secured creditor debt instruments; (ii) Empire debt instruments; (iii) Republic debt instruments; and (iv) WUCC debtor-in-possession debt.

On August 10, 2012, SMP entered into that certain "Debt Subordination Agreement," the SMP/WUMI Subordination Agreement, with CS Mining and WUMI. Pursuant to the SMP/WUMI Subordination Agreement, SMP agreed to subordinate (a) any and all rights of repayment under the Skye Joint Loan Modification and SMP Debt Instruments to the prior payment in full of all obligations owed by CS Mining to WUMI under the WUMI Loan and WUMI Debt instruments; and (b) all liens, security interests, mortgages, or deeds of trust securing the obligations due and owing under the Skye Joint Loan Modification and SMP Debt Instruments, to the liens, security interests, mortgages or deeds of trust securing the WUMI Loan and WUMI Debt instruments. SMP further agreed pursuant to the SMP/WUMI Subordination

Agreement, to not ask for, demand, sue or receive any payments of cash or property, or by set-off, from CS Mining unless and until all of CS Mining's obligations to WUMI were paid and satisfied in full in cash.

The Skye Joint Loan Modification was amended on August 12, 2014 to extend the maturity date under the SMP Debt Instruments to August 15, 2019. On the same date, SMP entered into that certain "Intercreditor and Subordination Agreement" by and among SMP, CS Mining and Noble, the SMP/Noble Subordination Agreement, wherein SMP agreed to wholly subordinate: (a) any and all rights of repayment under the Skye Joint Loan Modification and SMP Debt Instruments to the prior payment in full of all obligations owed by CS Mining to Noble under the Noble Loan and Noble/Waterloo Debt; and (b) all liens, security interests, mortgages, or deeds of trust securing the obligations due and owing under the Skye Joint Loan Modification and SMP Debt Instruments, to the liens, security interests, mortgages or deeds of trust securing the Noble Loan and Noble/Waterloo Debt. Pursuant to the SMP/Noble Subordination Agreement SMP further agreed to not ask for, demand, sue or receive any payments of cash or property, or by set-off, from CS Mining unless and until all of CS Mining's obligations to Noble were paid and satisfied in full in cash.

As of the Involuntary Petition Date, \$25,866,653 in principal and \$ 1,543,052 in interest were allegedly due and owing under the Skye Joint Loan Modification Agreement.

The Debtor disputes the nature, extent, validity and priority of the SMP Debt. Nevertheless, even if Allowed, the SMP Prepetition Secured Claim and SMP Debt is subordinate to the right of payment in full of the Allowed Claims of WUMI and Waterloo. Moreover, insufficient assets and proceeds exist in the Debtor's Estate to make a Distribution to SMP, thereby rendering the SMP Debt under-secured. The Debtor estimates that the SMP Prepetition Secured Claim, if any, will not be entitled to, nor receive, any Distribution under this Combined Plan and Disclosure Statement.

### **3. The WUMI Debt.**

On August 10, 2012, CS Mining, as borrower, and WUMI, as lender, entered into the WUMI Loan. The WUMI Loan originally consisted of a \$3,500,000 capital expenditure line with a maturity date of July 31, 2017. The WUMI Loan was amended on 10 different occasions: (1) December 1, 2012, additional advance of \$1,000,000 and added additional specified equipment to pledged collateral; (2) January 4, 2013, additional advance of \$600,000 and added additional real property and personal property to pledged collateral; (3) April 24, 2013, additional advance of \$1,000,000 and added real property and mining claims to pledged collateral; (4) May 14, 2013, additional advance of \$8,400,000 and added additional real property and personal property interests to pledged collateral; (5) July 9, 2013, modifications of interest payments and covenants; (6) January 28, 2014, omnibus amendment to loan documents with additional advance of \$2,000,000 and execution of a loan conversion and participation rights agreement; (7) February 4, 2014, additional advance of \$2,000,000; (8) March 4, 2014, additional advance of \$2,000,000; (9) July 21, 2014, additional advance of \$2,500,000; and (10) March 10, 2015, covenant requiring notice and consent from WUMI before CS Mining could draw down more than \$29,750,000 under the Noble/Waterloo Loan, also includes certain

subordination agreements where WUMI subordinates certain rights under a fixture filing and deed of trust to Noble.

Pursuant to the January 28, 2014 loan conversion and participation rights agreement, WUMI, as lender, obtained the right to convert all or a portion of the amounts owed to it under the WUMI notes into membership interests in SMP. On July 21, 2014, the parties amended the Loan Conversion and Participation Rights Agreement to modify the “conversion price” associated with any conversion features of the WUMI Loan. WUMI’s obligation to convert the WUMI Loan to equity of SMP is, and continues to be, the subject of dispute among holders of membership interests in SMP.

In connection with the WUMI Loan, CS Mining granted WUMI a security interest in all of its assets, with limited exclusions. The security interests granted to WUMI included a first priority deed of trust, Lien and security interest in all Assets of the Debtor, including all real and personal property and the proceeds thereof. The first position priority has been modified with respect to certain of the collateral pursuant to the debt subordination agreements, discussed more fully below, among the Debtor, SMP, WUMI, and Noble.

As of the Involuntary Petition Date, \$20,500,000 in principal and \$4,426,036 in interest, were allegedly due and owing under the WUMI Loan.

On February 17, 2017, the Debtor filed the WUMI Adversary Action, against WUMI, challenging the nature, extent, validity and priority of the WUMI Debt. The WUMI Adversary Action sought, among other relief, the disallowance, subordination and recharacterization of the WUMI Debt. The claims asserted by the Debtor against WUMI in the WUMI Adversary Action were ultimately settled and resolved as part of the Claims Resolution approved by the Bankruptcy Court in connection with the Sale and Sale Order.

Pursuant to the Claims Resolution, the Debtor, WUMI and Waterloo reached a settlement agreeing as follows:

- (i) Waterloo shall have an Allowed secured Claim in the Chapter 11 Case in the amount of \$23,000,000.00 (the “Waterloo Allowed Secured Claim”), secured by the Waterloo Collateral, as defined in the Asset Purchase Agreement, and Waterloo’s Liens on the Waterloo Collateral shall be deemed validly perfected as of August 13, 2014, pursuant to various filed and recorded UCC financing statements and deeds of trust;
- (ii) WUMI shall have an Allowed secured Claim in the Chapter 11 Case in the amount of \$23,000,000.00 (the “WUMI Allowed Secured Claim”), secured by the WUMI Collateral, as defined in the Asset Purchase Agreement, and WUMI’s Liens on the WUMI Collateral shall be deemed validly perfected as of August 10, 2012, pursuant to various filed and recorded UCC financing statements and deeds of trust;

- (iii) WUMI and Waterloo shall withdraw, with prejudice, their respective objections to each other's Claims filed in the Chapter 11 Case or in any other manner, including any pending adversary proceedings brought by either WUMI or Waterloo against the other;
- (iv) All obligations of the Debtor to WUMI or any of the Waterloo Parties, including the WUMI Allowed Secured Claim, the Waterloo Allowed Secured Claim, the WUMI Collateral and the Waterloo Collateral, shall be subordinate and subject to up to \$23,000,000 of the Priming Obligations; and
- (v) Waterloo and WUMI shall mutually release each other of any and all Released Claims, as defined in the Asset Purchase Agreement, that exist as of the Closing Date, except for Claims related to each party's obligations under the Claims Resolution.

Pursuant to the Claims Resolution, which the Debtor incorporates into this Combined Plan and Disclosure Statement, the parties agreed to allocate the proceeds received from the Sale as follows: (i) \$57,813.00 to be paid to Komatsu at Sale closing for the Estate's share of the Komatsu Financial Collateral; (ii) up to \$23 million for the Priming Obligations; (iii) at Sale closing, \$6 million to Waterloo in respect of the Waterloo Allowed Secured Claim; and (iv) at Sale closing, \$6 million to WUMI in respect of the WUMI Allowed Secured Claim. The parties further agreed that at the Sale closing, WUMI and Waterloo shall contribute a portion of their initial distributions to the general unsecured Creditors as follows: (a) WUMI will contribute the first \$2 million it receives on account of the WUMI Initial Distribution to Debtor's Estate, free and clear of all Claims and (b) Waterloo will contribute the first \$3 million it receives on account of the Waterloo Initial Distribution to Debtor's Estate, free and clear of all Claims and that each of Waterloo and WUMI shall retain an unsecured deficiency Claim for those portions of the Waterloo Allowed Secured Claim and the WUMI Allowed Secured Claim that remain unpaid, *provided, however*, that such deficiency Claims shall be subordinate to the aggregate \$5,000,000 contribution payments and shall be subordinate to the First GUC Priority Distribution to the Holders of Allowed General Unsecured Claims.

#### **4. The Noble/Waterloo Debt**

On August 12, 2014, CS Mining, as borrower, and Noble, as lender, entered into the Noble Loan. Under the Noble Loan, Noble funded \$30,000,000 to CS Mining on six separate occasions: (1) \$15,000,000 on the closing date of the Noble Loan; (2) \$3,750,000 on March 10, 2015; (3) \$5,300,000 on April 29, 2015; (4) \$3,988,889 on June 8, 2015; (5) \$1,711,111 on July 8, 2015; and (6) \$250,000 on February 3, 2016. As a further inducement for Noble to make the loans to CS Mining, SMP issued warrants to Noble. The warrants were exercisable by Noble and remained outstanding as of the Involuntary Petition Date.

CS Mining granted Noble a security interest in substantially all of its Assets, with limited exclusions, in connection with the Noble Loan. The security interests granted to Noble under the Noble/Waterloo Debt and loan documents were junior in priority to the Liens, claims,

security interests and collateral granted to WUMI pursuant to the WUMI Debt, *except for* those Liens, claims, security interests and collateral that WUMI specifically agreed to subordinate to Noble pursuant to that certain August 12, 2014 WUMI/Noble Intercreditor Agreement by and among the Debtor, WUMI and Noble.

The Noble Loan was amended on four separate occasions: (1) March 9, 2015, extension of availability and equity contributions deadline; (2) April 15, 2015, extension of availability and equity contributions deadline; (3) June 1, 2015, inclusion of debt to equity ratio and audit delivery; and (4) December 4, 2015, inclusion of new provisions regarding excess cash flow, risk management, Chief Financial Officer, additional equity financing and update to projections. The December 4, 2015 amendment also provided for the waiver of existing defaults by CS Mining, as the borrower.

On or about December 31, 2015, Waterloo, an affiliate of DXS and PacNet, purchased the Noble Loan from Noble. Waterloo did not acquire the warrants issued to Noble as part of the Noble Loan, and those warrants remained outstanding as of the Involuntary Petition Date.

Waterloo's purchase of the Noble Loan was, and is, the subject of a continuing dispute among Holders of membership interests in SMP.

As of the Involuntary Petition Date, \$30,000,000 in principal and \$5,423,837 in interest were allegedly due and owing under the Noble Loan.

On February 17, 2017, the Debtor filed the Waterloo Adversary Action, Adversary Case Number 17-02025, against Waterloo and Noble, challenging the nature, extent, validity and priority of the Noble/Waterloo Debt. The Waterloo Adversary Action sought, among other relief, the disallowance, subordination and recharacterization of the Noble/Waterloo Debt as well as disallowance of Noble's Claims against the Debtor's Estate. The Claims asserted in the Waterloo Adversary Action were ultimately settled and resolved as part of the "Claims Resolution" approved by the Bankruptcy Court.

#### **F. Other Secured Debt and Security Interests**

As of the Involuntary Petition Date, certain other Liens or secured Claims were asserted against CS Mining's Assets, including alleged mechanic's lien claims, and mining lien claims. These asserted mechanic's and mining Liens (lienholder, Claim date and amount) were: (a) Agate, Inc. (12/19/16; \$142,386), (b) Brahma Group, Inc. (11/04/16; \$1,369,916), (c) Ferguson Enterprises, Inc. (02/13/17; \$55,905), (d) International Lining Technology, Inc. (08/18/16; \$156,969), (e) J&M Steel Solutions, Inc. (10/03/16; \$20,450), (f) Pipe Valve and Fitting Company (07/28/16; \$24,470) and (g) Schmueser & Associates, Inc. (10/07/16; \$310,532).

Pursuant to paragraphs 42 and 43 of the Sale Order, the Claims of Brahma Group and Schmueser & Associates were settled and resolved. Under paragraph 13 of the Sale Order: "Except as expressly permitted or otherwise specifically provided by the Purchase Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade and other creditors,

holding interests of any kind or nature whatsoever against or in the Debtor or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the ownership or operation of the Purchased Assets prior to the Closing Date, or the sale of the Purchased Assets are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its successors or assigns, its property, or the Purchased Assets, such persons' or entities' interests."

Section 4.3(c) of the Asset Purchase Agreement (Docket No. 844), approved as part of the Sale Order, states - "Upon receipt of the Waterloo Initial Distribution, Waterloo shall hold in escrow a portion of the Waterloo Initial Distribution in an amount equal to the claims of creditors who have asserted mechanics liens or mining liens as to the collateral securing the Waterloo Allowed Secured Claim or the WUMI Allowed Secured Claim which such creditors allege are senior in priority to the liens securing the Waterloo Allowed Secured Claim and the WUMI Allowed Secured Claim, as set forth in Schedule 4.3(c) hereto. Upon an agreement between Waterloo and a creditor specified in Schedule 4.3(c) hereto, or entry of a final order from the Bankruptcy Court establishing that the lien of such creditor was, as of the Petition Date, valid, enforceable and senior in priority to the liens securing the Waterloo Allowed Secured Claim and the WUMI Allowed Secured Claim, the creditor shall be paid the agreed or ordered amount from such escrow. Absent any such agreement or order, Waterloo shall not be required to pay any amount to such creditor." Schedule 4.3(c) (Docket No. 886) identified the mining / mechanic's liens identified above.

Accordingly, to the extent the Lien of the Holder of an Allowed Class 2(d) Claim is determined to be senior in priority to the Lien of the Holder of an Allowed Class 2(a) and Class 2(b) Claim, then the Allowed Class 2(d) Claim will be paid in full from the Waterloo escrow mentioned above. If, on the other hand, the Lien of the Holder of an Allowed Class 2(d) Claim is determined to be junior in priority to the Lien of the Holder of an Allowed Class 2(a) or Class 2(b) Claim, then the Allowed Class 2(d) Claim will be paid as a General Unsecured Claim in Class 3.

Neither the Asset Purchase Agreement nor the Sale Order established any procedures or deadlines for determining the aforementioned priority questions. **Accordingly, under this Combined Plan and Disclosure Statement, either the Holder of a Allowed Class 2(b) Claim or the Holder of an Allowed Class 2(d) Claim must within 10 days after the Confirmation Hearing either: (a) file a stipulation with the Bankruptcy Court resolving the priority dispute; or (b) file an adversary proceeding in the Bankruptcy Court seeking a final determination of the priority dispute. The failure to take either such action shall constitute a bar to the Holder of an Allowed Class 2(d) Claim from asserting any Claim against the Debtor, WUMI, Waterloo, or the aforementioned Waterloo escrow, and shall result in the treatment of such Allowed Class 2(d) Claim as an Allowed Class 3 Claim.**

**G. The Intercreditor Subordination Agreements Affecting the Prepetition Secured Indebtedness**

**1. The SMP Subordination Agreement in Favor of WUMI**

As noted above, on August 10, 2012, SMP, WUMI and the Debtor entered into the SMP/WUMI Subordination Agreement. Pursuant to the SMP/WUMI Subordination Agreement, SMP agreed to subordinate: (a) any and all rights of repayment under the Skye Joint Loan Modification and SMP Debt Instruments to the prior payment in full of all obligations owed by CS Mining to WUMI under the WUMI Loan and WUMI Debt instruments; and (b) all Liens, security interests, mortgages, or deeds of trust securing the obligations due and owing under the Skye Joint Loan Modification and SMP Debt Instruments, to the Liens, security interests, mortgages or deeds of trust securing the WUMI Loan and WUMI Debt instruments. SMP further agreed pursuant to the SMP/WUMI Subordination Agreement, to not ask for, demand, sue or receive any payments of Cash or property, or by set-off, from CS Mining unless and until all of CS Mining's obligations to WUMI were paid and satisfied in full in cash.

**2. The WUMI, Noble and CS Mining Intercreditor Agreement**

On August 12, 2014, CS Mining, WUMI and Noble (before Waterloo's purchase of the Noble Loan) entered into that WUMI/Noble Intercreditor Agreement in connection with the Noble Loan. Pursuant to the WUMI/Noble Intercreditor Agreement, WUMI subordinated certain of the Liens, security interests, mortgages, deeds of trust and rights of repayment, granted to WUMI by the Debtor, to Noble. Pursuant to the WUMI/Noble Intercreditor Agreement, Noble held a first priority security interest and senior right of repayment in the "Noble Priority Collateral" (as set forth and defined in the WUMI/Noble Intercreditor Agreement), while WUMI held a first priority security interest and senior right of repayment in the "WUMI Priority Collateral" (also as set forth and defined in the WUMI/Noble Intercreditor Agreement).

**3. The SMP Intercreditor and Subordination Agreement Between CS Mining, SMP and Noble**

On August 12, 2014, CS Mining, SMP and Noble (before Waterloo's purchase of the Noble Loan) entered into the SMP/Noble Subordination Agreement in connection with the Noble Loan. Through the SMP/Noble Subordination Agreement, SMP agreed to wholly subordinate: (a) any and all rights of repayment under the Skye Joint Loan Modification and SMP Debt Instruments to the prior payment in full of all obligations owed by CS Mining to Noble under the Noble Loan and Noble/Waterloo Debt; and (b) all Liens, security interests, mortgages, or deeds of trust securing the obligations due and owing under the Skye Joint Loan Modification and SMP Debt Instruments, to the Liens, security interests, mortgages or deeds of trust securing the Noble Loan and Noble/Waterloo Debt. Pursuant to the Intercreditor and Subordination Agreement SMP further agreed to not ask for, demand, sue or receive any payments of Cash or property, or by set-off, from CS Mining unless and until all of CS Mining's obligations to Noble were paid and satisfied in full in Cash. The Debtor seeks to enforce the terms and conditions of the Debt Subordination Agreement and Intercreditor and Subordination Agreements as part of this Combined Plan and Disclosure Statement.



Pursuant to the SMP/WUMI Subordination Agreement and the SMP/Noble Subordination Agreement, SMP is not entitled to any repayment of the SMP Debt, unless, and until, the WUMI Debt and Noble/Waterloo Debt are indefeasibly paid in full. The Holders of the WUMI Deficiency Claim and the Waterloo Deficiency Claim have yet to be paid in full (*i.e.* each holding \$17,000,000 in deficiency Claims), and the Debtor does not believe it will generate sufficient proceeds from the liquidation of its Remaining Assets to pay the WUMI Deficiency Claim or the Waterloo Deficiency Claims in full, thereby obviating any distribution to the Holders of the SMP Debt, assuming the SMP Prepetition Secured Claim is Allowed by the Bankruptcy Court.

**H. The Debtor's Pre-Petition General Unsecured Claims**

The Debtor estimates, as of the Involuntary Petition Date, it owed less than \$20,000,000 in General Unsecured Claims. The General Unsecured Claims consist of Claims of trade vendors, lessors of equipment, service providers, employees, and other unsecured creditors. The Debtor's estimate does not include Claims arising from the rejection of any Executory Contracts or Unexpired Leases.

**I. The Circumstances Leading To The Debtor's Chapter 11 Case**

Unfortunately, a confluence of a number of factors impacted the Debtor's business and operations leading directly to the Debtor's decision to consent to the Order for Relief. These factors included: (i) a highly leveraged balance sheet, consisting of over \$93 million of alleged secured debt; (ii) a depressed copper commodity market, including a three to four year low price of copper; (iii) ongoing differences of opinion and disputes among the Equity Interests/members of the Debtor, including disputes with respect to the priority of the Debtor's Prepetition Secured Indebtedness and raising additional capital; (iv) cost overruns and delays relating to the Debtor's SXEW Facility; (v) a decline in "floatation only" ore reserves while the SXEW Facility was being built; (vi) a stoppage in continued resource development and resource enhancement programs due to a lack of capital; and (vii) ongoing disputes and litigation asserted by and among the Debtor's Equity Interests/members and the Debtor's alleged Prepetition Secured Lenders.

Despite the Debtor's good faith efforts, including the Debtor actively seeking to raise capital both externally and internally (*i.e.*, including exploring an out-of-court balance sheet restructuring that would have included the infusion of significant capital from one of the Debtor's existing members), the Debtor was unable to continue to fund its mining and business operations and was forced to suddenly lay off several employees. The above factors, coupled with unforeseen business and market circumstances, led to the Debtor's ultimate decision to consent to a voluntary Order for Relief under chapter 11 of the United States Bankruptcy Code.

**J. Significant Events In The Chapter 11 Case**

The following is a brief description of certain significant events that occurred during this Chapter 11 Case.

**1. The Involuntary Petition and Order for Relief**

On June 2, 2016, the Petitioning Creditors filed the Involuntary Petition. Pursuant to Rule 1011(b), CS Mining initially had 21 days from service of the summons to contest or otherwise respond to the Involuntary Petition. The Debtor and Petitioning Creditors agreed to extend the deadline to respond to the Involuntary Petition on several occasions.

On August 4, 2016, CS Mining filed a letter with the Bankruptcy Court consenting to the entry of the Order for Relief. On August 4, 2016, the Bankruptcy Court entered the Order for Relief.

**2. First Day Motions and Orders**

On August 5, 2016, the day after the Order for Relief Date, the Debtor filed a number of motions and applications seeking certain “first day” relief, including the following:

*Motion For Order Authorizing Payment Of Prepetition Wages, Compensation, And Employee Benefits And Related Relief.* The Debtor sought entry of an Order authorizing, but not directing, the Debtor to pay: (i) prepetition wages, salaries, and paid time off; (ii) unreimbursed or unpaid, as applicable, prepetition business expenses; (iii) prepetition contributions to, and benefits under, employee benefit plans; and (iv) prepetition withholdings to the appropriate parties. On August 10, 2016, the Bankruptcy Court granted the motion.

*Motion For Interim And Final Orders Establishing Adequate Assurance Procedures With Respect To Debtor’s Utility Companies.* The Debtor sought an Order (i) establishing procedures for determining requests for additional assurance of payment by utility companies currently providing, or providing in the future, services to the Debtor; (ii) prohibiting the utility companies from altering, refusing or discontinuing services to, or discriminating against the Debtor; and (iii) approving an adequate assurance deposit as adequate assurance of postpetition payment to the utility companies. On August 9, 2016, the Bankruptcy Court approved the motion on an interim basis. On September 7, 2016, the Bankruptcy Court entered a final Order granting the motion.

*Motion For Interim And Final Orders Authorizing The Debtor To Continue Its Insurance Programs And Pay Related Obligations.* The Debtor sought an Order authorizing the Debtor to (i) continue its Insurance Policies for coverage related to general liability, automobile, workers’ compensation, umbrella, excess, pollution, property, and director and officer liability; and (ii) pay certain prepetition and postpetition obligations related thereto. On August 10, 2016, the Bankruptcy Court entered an Order granting the motion on an interim basis. On September 7, 2016, the Bankruptcy Court entered a final Order granting the motion.

*Motion For Interim And Final Orders Approving The Continued Use Of The Debtor’s Cash Management System.* The Debtor requested that the Bankruptcy Court (i) approve the Debtor’s continued use of its current cash management system, existing bank accounts and business forms, including authorizing the Debtor to open and close bank accounts; (ii) grant the Debtor a 45-day extension to comply with the requirements of Bankruptcy Code section 345(b) and interim approval of the Debtor’s current investment and deposit guidelines; and (iii) authorize the bank participating in the cash management system (Wells Fargo Bank,

N.A.) to honor certain transfers and charge bank fees and certain other amounts. On August 9, 2016, the Bankruptcy Court entered an interim Order granting the motion. On September 30, 2016, the Bankruptcy Court entered a final Order granting the motion.

*Motion For Interim And Final Orders (I) Authorizing The Debtor To Obtain Postpetition Financing; (II) Authorizing Use Of Cash Collateral; (III) Granting Adequate Protection; And (IV) Scheduling A Final Hearing.* The Debtor sought an Order (i) authorizing the Debtor to obtain postpetition financing on a senior secured, priming, superpriority basis; (ii) authorizing the Debtor to use cash collateral; (iii) granting adequate protection to the holders of Prepetition Secured Indebtedness for the priming of the prepetition Liens and the Debtor's use of the cash collateral; and (iv) scheduling a final hearing on the Motion. Several objections to the Interim DIP Financing Motion were filed. On August 9, 2016, the Bankruptcy Court entered an Order granting the Interim DIP Financing Motion on an interim basis, and allowing the Debtor to borrow \$2,675,000 to fund its business and the prosecution of the Chapter 11 Case.

The amount of the Interim DIP Financing was increased by agreement of the Debtor, the Prepetition Secured Lenders, the Interim DIP Lenders and the Committee on September 7, 2016. Pursuant to the *Order Approving Stipulation By And Between Debtor, DIP Lenders And Committee Increasing The Interim DIP Loan And Extending Term Of Interim Financing* (Docket No. 253), the Debtor was authorized to borrow an additional \$1,000,000 under the Interim DIP Financing Motion, for total approved borrowings of \$3,675,000, while the term of the Interim DIP Financing Facility was extended to September 23, 2016.

On September 16, 2016, the Debtor, Prepetition Secured Lenders, the Interim DIP Lenders and Committee agreed to extend the term of the Interim DIP Financing Facility through September 30, 2016, pursuant to the *Order Approving Second Stipulation By And Between Debtor, DIP Lenders And Committee Increasing The Interim DIP Loan And Extending Term Of Interim Financing* (Docket No. 282).

On October 11, 2016, the Bankruptcy Court entered the Final DIP Financing Order approving the Final DIP Financing Facility. Pursuant to the Final DIP Financing Order, certain "Exit Milestones" were established for the sale of the Debtor's Assets. The Final DIP Financing Order also authorized the Debtor to borrow and spend up to \$7,675,000 in connection with its ongoing business operations and Chapter 11 Case. In return for the Final DIP Financing Facility, the Final DIP Lenders were granted certain priming and superpriority Liens and Claims over the Debtor's Assets.

On December 7, 2016, the Debtor filed a motion seeking authority to enter into a Tailings DIP Financing Facility with a related sulfuric acid supply agreement. Pursuant to the Tailings DIP Financing Order, entered by the Bankruptcy Court on January 17, 2017, the Exit Milestones, including the timeline established for the Debtor to sell its Assets, were extended an additional four (4) months. Moreover, the Debtor was authorized: (a) to borrow an additional \$2,675,000, for total post-petition secured borrowings in excess of \$10,000,000; and (b) to expend a total of \$4.0 million of its borrowings in connection with the Debtor's resource development program. The extension of the Exit Milestones, coupled with an expanded resource development program, allowed the Debtor to attract additional bidders to the sale process. Like

the Final DIP Lenders, the Tailings DIP Lenders were granted certain priming and superpriority Liens and claims over the Debtor's Assets.

The Debtor has satisfied and paid in full all obligations due and owing under the Interim DIP Financing Facility, the Final DIP Financing Facility and Tailings DIP Financing Facility.

**3. Employment and Compensation of Debtor's Professionals and Advisors**

On July 15, 2016, the Bankruptcy Court entered Orders authorizing the Debtor to retain Pepper Hamilton LLP as Debtor's primary bankruptcy counsel and Snell & Wilmer L.L.P. as Debtor's local counsel.

On August 24, 2016, the Bankruptcy Court entered an Order authorizing the Debtor to retain: (a) FTI Consulting, Inc. as interim management and restructuring advisor to the Debtor; and (b) Michael Buenzow, David Beckman and Randy Davenport as the Debtor's Chief Restructuring Officers.

**4. Appointment of Committee**

On August 12, 2016, the UST appointed the Committee pursuant to Bankruptcy Code section 1102. The members of the Committee are Robert J. Bayer, Quality Crushing, Oxbow Sulphur, Inc., Plasticon Composites, Rollins Construction and Trucking, LLC, Western Explosives Systems Company and Wheeler Machinery Company. To assist the Committee in carrying out its duties, the Committee selected Levene, Neale, Bender, Yoo & Brill L.L.P. and Cohne Kinghorn as its counsel. On September 7, 2016, the Bankruptcy Court entered an Order authorizing the Committee to employ Levene, Neale, Bender, Yoo & Brill L.L.P. as primary bankruptcy counsel and Cohne Kinghorn as local counsel.

**5. Claims Process and Bar Dates**

*Section 341(a) Meeting of Creditors.* On September 9, 2016, the UST presided over the Section 341(a) meeting of creditors in the Chapter 11 Case.

*Schedules and Statement.* The Debtor filed its Schedules and Statement of Financial Affairs with the Bankruptcy Court on September 2, 2016.

*Bar Date(s).* The Bankruptcy Court fixed February 16, 2017 at 4:00 p.m. Mountain Time as the General Bar Date by which Creditors had to file proofs of Claim for prepetition Claims against the Debtor in this Chapter 11 Case. The Governmental Bar Date for filing a proof of Claim for prepetition Claims held by Governmental Units against the Debtor was May 17, 2017 at 4:00 p.m. Mountain Time. The notice of the General Bar Date was served on the Debtor's Creditors, including each of the Class Plaintiffs in the WARN Act Litigation. Despite notice of the General Bar Date, the Class Plaintiffs did not file any individual proofs of Claims. The Class Representative did not seek authority to file a proof of Claim on behalf of the Class Plaintiffs. Neither the Class Plaintiffs nor the Class Representative filed any motion to extend the General Bar Date.

The Bankruptcy Court further fixed October 31, 2017 as the date by which Creditors have to file proofs of Claims for Administrative Expense Claims that arose in this Chapter 11 Case from the Involuntary Petition Date through and including August 28, 2017. Professional Fee Claims are excluded from the Administrative Expense Bar Date.

Under the Combined Plan and Disclosure Statement, Administrative Expense Claims arising after August 28, 2017 through and including the Effective Date, including Professional Fee Claims, must be filed by the Supplemental Administrative Expense Bar Date, which is the first Business Day that is 30 days after the Effective Date.

**6. The WUMI and Noble/Waterloo Adversary Actions**

On February 17, 2017, the Debtor commenced the WUMI Adversary Action and Waterloo Adversary Action. By the WUMI Adversary Action, the Debtor sought to disallow, subordinate and recharacterize WUMI's Claims against the Debtor. By the Waterloo Adversary Action, the Debtor sought to disallow, subordinate and recharacterize Waterloo's Claims against the Debtor, while also disallowing and subordinating Noble's Claims against the Debtor.

The Debtor engaged in extensive discovery in connection with the two adversary actions. The adversary actions were ultimately resolved in connection with the Claims Resolution approved by the Bankruptcy Court in connection with the Sale and Sale Order. The Claims Resolution has provided significant value to the Debtor's Estate, including: (a) the payment of \$5 million of unencumbered funds to the Debtor's Estate free and clear of Liens and Claims; (b) the subordination of WUMI's and Waterloo's Claims to the Priming Obligations; (c) the subordination of WUMI's and Waterloo's Claims to the First GUC Priority Distribution; and (d) the reduction, in the approximate amount of \$20 million, of WUMI's and Waterloo's Claims against the Estate.

**7. Key Employee Retention Plan and Key Employee Incentive Plan**

On October 31, 2016, the Debtor filed the *Motion Of Debtor For Entry Of An Order Approving Key Employee Retention Plan and Key Employee Incentive Plan*. The Debtor sought approval of the two plans for purposes of retaining certain key employees, who were integral to maximizing post-petition value for Creditors, during the Chapter 11 Case. On December 13, 2016 the Bankruptcy Court approved the motion and the amounts due and owing under the two plans have since been paid out to the participants in the plans.

**8. The Sale of Substantially All of the Debtor's Assets**

On October 21, 2016, the Debtor filed the Sale Motion. The Sale Motion sought, among other things: (i) approval of "Bid Procedures" in connection with the Sale; (ii) approval of the form and manner of notice of the Sale; (iii) approval of an auction date and hearing to approve the Sale; and (iv) approval of an Order approving the Sale and authorizing the assumption and assignment of Executory Contracts and Unexpired Leases.

The Sale Motion proposed an auction and sale deadline consistent with the Exit Milestones previously established by the Bankruptcy Court in the Final DIP Financing Order. However, on November 1, 2016, the Debtor, after consultation with the Final DIP Lenders and

the Debtor's Chief Restructuring Officers, determined that an additional forty-five (45) day extension of the Exit Milestones would further maximize the value of the Debtor's Assets and improve the sale process. Consequently, on November 18, 2016, the Bankruptcy Court entered an Order granting and approving the proposed Bid Procedures (as defined in the Sale Motion) and extended Exit Milestones. The Exit Milestones were further extended on January 17, 2017 and July 12, 2017. *See* Docket. Nos. 506 and 723.

In anticipation of the Sale, the Debtor sought approval of a settlement agreement between the Debtor and WUMI, the WUMI Settlement, that sought to, among others, settle WUMI's Claim on account of the WUMI Debt/Loan, grant WUMI the right to credit bid at the Sale, and resolve litigation between the parties (Docket No. 644). On July 27, 2017, the Bankruptcy Court issued its written decision denying the WUMI Settlement (Docket No. 793) because it attempted to impermissibly (a) provide an insider an unfair advantage with respect to the proposed sale of the Debtor's Assets and (b) release third-party objections and claims to the WUMI claims. The Bankruptcy Court's denial of the WUMI Settlement cleared the path towards a competitive sale process.

On August 7 and 8, 2017, the Debtor held the auction. Tamra was announced as the highest and best bidder at the conclusion of the auction. Pursuant to the Sale, Tamra purchased any and all Claims of the Debtor or the Debtor's Estate against any of the Waterloo Parties (as defined in the Asset Purchase Agreement, including, but not limited to, all causes of action under chapter 5 of the Bankruptcy Code.

On August 18, 2017, the Bankruptcy Court entered the Sale Order approving the Sale to Tamra (Docket No. 895). The Debtor closed on the Sale to Tamra on August 28, 2017. The Debtor received \$35,000,000 from the Sale, of which approximately \$23,000,000 will be used to pay the Priming Obligations and \$12,000,000 of which was used to pay the Allowed Secured Claims of WUMI and Waterloo in accordance with the Claims Resolution. Pursuant to the Sale Order, WUMI and Waterloo agreed to contribute a portion of their \$12,000,000 distributions to the Debtor's Estate free and clear of any Liens, Claims or Interests with: (i) WUMI contributing \$2,000,000 to the Debtor's Estate; and (ii) Waterloo contributing \$3,000,000 to the Debtor's Estate.

As of February 6, 2018, the Debtor held approximately \$9,300,000 in Cash, \$5,000,000 of which represented the contributions received from WUMI and Waterloo pursuant to the Sale Order, the balance of which represented funds received from the Sale to pay any unpaid Priming Obligations identified in the Sale Order, as well as other Cash received, generated or held by the Debtor outside of the proceeds received from Sale. The Cash held by the Debtor will be used to implement and fund the Combined Plan and Disclosure Statement and Distributions, including the costs and expenses of the Liquidation Trust and the Fiduciary Litigation, as well as fund the Distributions to the Holders of Allowed Claims.

**9. The Appointment of Wind-Up Designees and Resignation of the Members of the CSM Board**

Following the closing of the Sale, the CSM Board appointed and designated, pursuant to the Debtor's Limited Liability Operating Agreement, Peter Kravitz, Esquire and

David McMullin as the Debtor's wind up designees for purposes of winding up the Debtor's business and affairs through a plan of liquidation. The members of the CSM Board subsequently resigned from the CSM Board following the appointment Messrs. Kravitz and McMullin. Messrs. Kravitz and McMullin are charged with winding up the Debtor's business and affairs.

**10. Retention of Peter J. Kravitz, Esquire as Chief liquidation Officer**

On November 22, 2017, the Debtor filed a *Motion For Entry Of An Order Authorizing The Retention And Employment Of Province Inc. And The Designation Of Peter S. Kravitz As Chief Liquidating Officer For CS Mining, LLC* (Docket No. 1002). On December 20, 2017, the Bankruptcy Court entered its *Order Approving Retention And Employment Of Province Inc. And The Designation Of Peter S. Kravitz As Chief Liquidating Officer For CS Mining, LLC* (Docket No. 1022).

Mr. Kravitz continues to serve as the Debtor's Chief Liquidation Officer and CSM Board wind up designee. Mr. McMullin continues to serve as the Debtor's Chief Executive Officer and CSM Board Wind Up Designee.

**11. Motion of Committee for Standing to Prosecute Fiduciary Litigation**

On December 28, 2017, the Committee filed the Fiduciary Litigation Motion (Docket No. 1030). By the Fiduciary Litigation Motion, the Committee sought standing, and authority, to prosecute certain breach of fiduciary duty and derivative claims against certain officers and members of the CSM Board. On February 2, 2018, the Bankruptcy Court entered the *Order Granting Committee Standing To Pursue Certain Claims For The Benefit Of The Debtor's Estate* (Docket No. 1086). The net proceeds received from the Fiduciary Litigation, if any, shall inure to the benefit of the Liquidation Trust Beneficiaries and shall be transferred to the Liquidation Trust free and clear of all Liens, Claims and encumbrances. No executive, officer or member of the CSM Board shall assist, participate or solicit the Committee in the prosecution of the Fiduciary Litigation.

It is contemplated that the Fiduciary Litigation will be handled on a contingency fee basis, or a partial contingency reduced fee basis, upon application approved by the Bankruptcy Court.

The likelihood of realizing a successful verdict, settlement or recovery against the defendants in the Fiduciary Litigation remains uncertain. For purposes of this Combined Plan and Disclosure Statement, the Debtor assumes no recovery will be realized on the Fiduciary Litigation, and, therefore, the Fiduciary Litigation will not result in any further Distribution to Holders of Allowed Claims.

**12. The WARN Act Litigation**

On June 7, 2016, Matthew Chenault commenced the WARN Act Litigation by filing a complaint against the Debtor. The complaint filed by Mr. Chenault asserts a "Class Action Adversary Proceeding Complaint For Violation Of WARN Act 29 U.S.C. 2101 *et. seq.*" The complaint seeks a class action for the recovery by Mr. Chenault and other similarly situated employees of the Debtor for damages in the amount of 60 days' pay and ERISA benefits by

reason of the Debtor's alleged violations of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 *et seq.* The complaint sought relief against the Debtor, including: (a) certification of the action as a class action; (b) designation of Mr. Chenault as the Class Representative; (c) appointment of Outten & Golden as Class Counsel; (d) an Allowed wage priority Claim up to \$12,475 of the WARN Act Claims of the Class Plaintiffs and each other similarly situated former employee pursuant to sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code, with the remainder as a General Unsecured Claim, equal to the sum of: (i) unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for 60 days, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the federal WARN Act, 29 U.S.C. § 2104(a)(1)(A) or, in the alternative a first priority administrative expense claim against the Debtor pursuant to section 503(b)(1)(A)(ii) in favor of Mr. Chenault and the other similarly situated former employees equal to those sums; (e) reasonable attorneys' fees and the costs and disbursements that Mr. Chenault will incur in prosecuting the WARN Act Litigation, as authorized by the federal WARN Act; and (f) such other and further relief the Bankruptcy Court deems just and proper.

On August 23, 2016, the Debtor filed its Answer and Affirmative Defenses to the WARN Act Litigation complaint. In its Answer, the Debtor asserted fifteen (15) separate affirmative defenses: (i) failure to state a claim upon which relief could be granted; (ii) failure to set forth facts which give rise to a claim; (iii) unforeseeable business exception; (iv) faltering business exception; (v) wages paid; (vi) good faith; (vii) length of employment; (viii) status as employee; (ix) failure to mitigate; (x) credit or set-off against damages; (xi) improper class action; (xii) absence of similarly situated employees; (xiii) failure to satisfy Rule 23 of the Federal Rules of Civil Procedure; (xiv) plaintiffs are not entitled to any allowed priority wage claim or priority status under section 507(a)(4) or 507(a)(5) of the Bankruptcy Code; and (xv) plaintiffs are not allowed attorneys' fees or costs in prosecuting the WARN Act Litigation before the Bankruptcy Court.

On December 19, 2016, the Bankruptcy Court entered an *Order Governing Scheduling and Preliminary Matters* (Chenault Adv. Docket No. 20). The deadlines governing scheduling and preliminary matters were extended by the Class Plaintiff and Debtor on several occasions.

On April 3, 2017, Mr. Chenault filed a *Motion for Leave to File Plaintiff's Motion for Class Certification and Related Relief* (the "Class Certification Motion"). (Chenault Adv. Docket No. 30.) On May 1, 2017, the Bankruptcy Court entered an *Order Granting Class Certification and Related Relief*. (Chenault Adv. Docket No. 34). Through the Class Order, the Bankruptcy Court granted the Plaintiff's Class Certification Motion and ordered that "a class is certified and compromised of: Mr. Chenault and other similarly situated employees of the Debtor: (i) who worked at or reported to Debtor's facilities and were terminated without cause on or about May 17, 2016, within 30 days of that date, (ii) or were terminated without cause as the reasonably foreseeable consequence of the mass layoffs and/or plant closings ordered by the Debtor] on that date, (iii) who are 'affected employees' within the meaning of 29 U.S.C. § 2101(a)(5), and (iv) who have not filed a timely request to opt-out of the class." (Chenault Adv.



Docket No. 34.) The Bankruptcy Court further appointed Outten & Golden LLP as Class Counsel and Plaintiff Matthew Chenault as Class Representative.

On June 1, 2017, Mr. Chenault filed an affidavit /declaration of *Mailing of Notice of Class Action*. (Chenault Adv. Docket No 35.) On June 30, 2017, Class Counsel filed its *Declaration of Class Counsel Concerning Class Members Who Have Opted-Out of the Class*. (Chenault Adv. Docket No. 36.) On September 8, 2017, Class Counsel filed an *Amended Declaration of Class Counsel Concerning Class Members Who Have opted-out of the Class*. (Chenault Adv. Docket No. 39.)

Class Plaintiff and Debtor exchanged and responded to written discovery served upon each other. Neither the Class Plaintiff, nor the Debtor, examined or deposed any potential witnesses under oath. Discovery in the WARN Act Litigation has concluded.

On November 6, 2017, the Class Plaintiff filed a *Motion for Summary Judgment and Memorandum in Support of Plaintiff's Motion to Strike Affirmative Defenses, or in the Alternative, for Partial Summary Judgment*. (Chenault Adv. Docket No. 44.) On November 20, 2017, the Debtor filed a *Memorandum in Opposition to Motion for Summary Judgment*. (Chenault Adv. Docket No. 51.) On November 27, 2017, the Class Plaintiff filed a *Reply in Support of Plaintiffs' Motion for Summary Judgment*. (Chenault Adv. Docket No. 59.) On November 30, 2017 the Bankruptcy Court held a hearing on the *Class Plaintiffs' Motion for Summary Judgment and Motion to Strike Affirmative Defenses, or in the Alternative for Partial Summary Judgment*. At the conclusion of the hearing, the Bankruptcy Court granted the Class Plaintiffs' motion, and on December 20, 2017, entered the *Order Granting Motion to Strike Affirmative Defenses, or in the Alternative, for Partial Summary Judgment and Denying CS Mining LLC's Expedited Motion for Relief under Fed. R. Civ. P. 56(d)*. (Chenault Adv. Docket No. 68.)

Pursuant to the *Order Granting Motion to Strike Affirmative Defenses, or in the Alternative, for Partial Summary Judgment and Denying CS Mining LLC's Expedited Motion for Relief under Fed. R. Civ. P. 56(d)*, (Chenault Adv. Docket No. 68), the Bankruptcy Court struck the "foreseeable consequences" and "faltering business" affirmative defenses asserted by the Debtor in its answer to the complaint. The Debtor may appeal the Bankruptcy Court's Order if the WARN Act Settlement is not approved by the Bankruptcy Court.

The Class Plaintiff and Debtor have exchanged a form of Pretrial Order in accordance with the Bankruptcy Court's scheduling deadlines.

The Debtor disputes the nature, amount and priority of the amounts due and payable to the Class Plaintiffs, including the fact that none of the Class Plaintiffs, or any of their representatives, filed a proof of Claim in support of their alleged WARN Act Claims and did not seek to extend the General Bar Date.

On December 22, 2017, the Debtor served an Offer of Judgment, pursuant to Rule 68 of the Federal Rules of Civil Procedure and Bankruptcy Rule 7068. Pursuant to the Offer of Judgment, the Debtor offered to allow judgment to be taken against the Debtor in the WARN Act Litigation as follows:

(i) Judgment to be entered in favor of Class Representative, Matthew Chenault, and each class member who has not opted out of the class certified in the WARN Act Litigation (the “**Judgment Class**”).

(ii) The Judgment will provide for: (i) the allowance of an of an unsecured priority Claim pursuant to 11 U.S.C. §§ Sections 507(a)(4) and 507(a)(5) on behalf of the Judgment Class in the amount of \$450,000 (the “**\$450,000 Unsecured Priority Claim**”), inclusive of attorneys’ fees and costs incurred as of the date of the Offer of Judgment; **plus**, (ii) the allowance of a general unsecured non-priority claim on behalf of the Judgment Class in the amount of \$800,000 (the “**\$800,000 General Unsecured Claim**”), inclusive of attorneys’ fees and costs incurred as of the date of the Offer of Judgment.

(iii) The \$450,000 Unsecured Priority Claim and \$800,000 General Unsecured Claim shall be deemed timely filed and allowable pursuant to 11 U.S.C. §§ Sections 501 and 502 and shall not be subject to further objection, reduction or offset.

(iv) The \$450,000 Unsecured Priority Claim shall be payable in full on the Effective Date of any plan of reorganization or plan of liquidation confirmed by the Bankruptcy Court.

(v) The \$800,000 General Unsecured Claim shall be payable in accordance with the terms and conditions of any plan of reorganization or plan of liquidation confirmed by the Bankruptcy Court.

(vi) The \$450,000 Unsecured Priority Claim and \$800,000 General Unsecured Claim are being offered and will be deemed allowed in full and final satisfaction of all relief sought in the WARN Act Litigation (including but not limited to damages, attorneys’ fees, costs, expenses, interest, and any other amounts recoverable in the WARN Act Litigation, accrued to the date of the Offer of Judgment) with the payment amount to be apportioned among the Judgment Class, Class Representative (Matthew Chenault), and Class Counsel (Outten & Golden LLP) in the manner deemed to be most appropriate by Class Counsel and Class Representative.

(vii) The Offer of Judgment is not to be construed either as an admission that the Debtor is liable in the WARN Act Litigation or that the Class Plaintiffs are entitled to any damages; and

(viii) The Offer of Judgment is conditioned on acceptance by the whole Judgment Class.

Class Representative, Mr. Chenault, has fourteen (14) days within which to accept the Offer of Judgment, after which it is deemed withdrawn. If the Offer of Judgment is not accepted within fourteen (14) days, the Class Plaintiffs may become obligated to pay CS Mining's costs incurred after the making of the Offer of Judgment.

The deadline for the Class Representative to respond to the Offer of Judgment expired on Monday, January 8, 2018.

The WARN Act Litigation was referred to mediation before the Honorable R. Kimball Mosier, Chief Judge of the United States Bankruptcy Court for the District of Utah. After several rounds of discussions and settlement offers, the Debtor, Committee and Class Representative reached agreement on a full and final settlement of the WARN Act Litigation, the WARN Act Settlement, which was memorialized in the WARN Act MOU. The WARN Act Settlement is subject to approval of the Bankruptcy Court.

Pursuant to the WARN Act MOU, the WARN Act Settlement will provide:

- Debtor shall pay the total gross sum of One Million One Hundred Thousand Dollars (\$1,100,000) (the "WARN Act Settlement Amount") in full and final settlement and satisfaction of the Claims asserted, or that could be asserted, by and in favor of the Class Plaintiffs in the WARN Act Litigation;
- The WARN Act Settlement Amount shall include: (i) attorneys' fees and expenses of Class Counsel; (ii) the Class Plaintiffs' share of employee payroll taxes; and (iii) a Ten Thousand Dollar (\$10,000) service payment (the "Service Payment") to the Class Representative;
- The WARN Act Settlement Amount shall be exclusive of the Debtor's costs of administering the settlement and the Debtor's share of payroll taxes (as employer);
- The settlement requires dismissal of the WARN Act Litigation with prejudice upon the distribution of the settlement proceeds;
- The Class Plaintiffs shall receive payments that correspond to their *pro rata* share of their maximum WARN Act Claim, after deducting: (i) Class Counsel's attorneys' fees and expenses; (ii) the Service Payment; and (iii) the Class Plaintiffs' share of employee payroll taxes;

- Class Counsel will be responsible for calculating the Class Plaintiff's individual *pro rata* share of the settlement proceeds;
- The Debtor shall be responsible for calculating the employer and employee payroll taxes, reporting and paying the appropriate taxing authorities, and issuing W2s to the members of the Class and a 1099 to the Class Representative and Class Counsel. Class Counsel shall be responsible for sending a notice to the Class Plaintiffs of the settlement and of an objection procedure as approved by the Bankruptcy Court. Class Plaintiffs shall not be required to provide any manner of claim, opt-in form, or information to qualify for their distribution from the Settlement Fund;
- The Debtor shall be responsible for mailing the settlement checks to each of the Class Plaintiffs at their last known address as updated by Class Counsel. The WARN Act Settlement and WARN Act MOU are contingent upon Bankruptcy Court approval;
- Counsel for the Parties shall cooperate in drafting, filing and seeking approval of a *Motion Approving Settlement of WARN Act Class Action Pursuant To Federal Rules of Bankruptcy Procedure 9019 And 7023*. The settlement motion shall be subject to approval of the Bankruptcy Court;
- Notwithstanding the status of the Estate or any Plan of Reorganization, the settlement payment shall be paid in full within 30 days after entry of a final and non-appealable Order approving the settlement motion; and
- The WARN Act Settlement and the WARN Act Litigation do not constitute an admission of liability on the part of the Debtor.

The Debtor and Committee believe the WARN Act Settlement, as outlined in the WARN Act MOU, will be, and should be, approved by the Bankruptcy Court.

### **13. Proposed Treatment of WARN Act Claims Under This Combined Plan and Disclosure Statement**

The Debtor anticipates that the WARN Act Settlement will be approved by the Bankruptcy Court prior to confirmation of this Combined Plan and Disclosure Statement. The Debtor further anticipates paying all settlement amounts due under the WARN Act Settlement prior to confirmation of this Combined Plan and Disclosure Statement. The Debtor will reserve the WARN Act Settlement Amount due and payable under WARN Act Settlement pending approval of the WARN Act Settlement by the Bankruptcy Court.

To the extent the WARN Act Settlement is not approved by the Bankruptcy Court prior to confirmation of this Combined Plan and Disclosure Statement, the Debtor reserves the right to incorporate the WARN Act Settlement into this Combined Plan and Disclosure Statement, including providing for the payment of up to \$1,100,000 of such Claims, inclusive of attorney's fees, costs, expenses and the \$10,000 Service Payment.

Given the WARN Act Claims will be paid in full in accordance with the WARN Act Settlement the Holders of WARN Act Claims are deemed unimpaired under this Combined Plan and Disclosure Statement.

**K. Certain Federal Income Tax Consequences**

**1. Importance of Obtaining Professional Tax Assistance**

THE FOLLOWING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN INCOME TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE FOLLOWING DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM OR EQUITY INTEREST HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, CLAIM AND EQUITY INTEREST HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE UNITED STATES FEDERAL, STATE AND LOCAL, AND APPLICABLE FOREIGN INCOME AND OTHER, TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

**2. Classification of the Liquidation Trust**

The Liquidation Trust will be established for the sole purpose of distributing the Liquidation Trust Assets, and any proceeds therefrom, in accordance with Treasury Regulation section 301.7701-4(d) and Revenue Procedure 94-45, with no objective to continue or engage in the conduct of a trade or business. The Liquidation Trust is intended to qualify as a liquidating trust for U.S. federal income tax purposes. In general, a liquidating trust is not a separate taxable entity for U.S. federal income tax purposes, but is instead treated as a grantor trust, i.e., pass-through entity. All parties must treat the transfer of the portion of the Liquidation Trust Assets attributable to the Liquidation Trust Beneficiaries as a transfer of such assets directly to the Liquidation Trust Beneficiaries. Consistent therewith, all parties must treat the Liquidation Trust as a grantor trust of which the Liquidation Trust Beneficiaries are the owners and grantors. Subject to the terms of the Liquidation Trust Agreement, the Liquidation Trustee will determine the fair market value of the Liquidation Trust Assets as soon as possible after the Effective Date, and the Liquidation Trust Beneficiaries and the Liquidation Trustee must consistently use this valuation for all U.S. federal income tax purposes, including for determining gain, loss or tax basis.

The Liquidation Trust shall establish a Claims Reserve on account of Disputed Claims. The Liquidation Trust may, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), (i) make an election pursuant to Treasury Regulation section 1.468B-9 to treat the Claims Reserve as a "disputed ownership

fund” within the meaning of that section, (ii) allocate taxable income or loss to the Claims Reserve, with respect to any given taxable year (but only for the portion of the taxable year with respect to which such Claims are Disputed), and (iii) distribute assets from the Claims Reserve as, when, and to the extent, such Disputed Claims cease to be Disputed, whether by virtue of becoming Allowed or otherwise resolved. The Liquidation Trust Beneficiaries shall be bound by such election, if made by the Liquidation Trustee, and as such shall, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), report consistently therewith.

The Liquidation Trust shall be dissolved no later than five (5) years from the Effective Date, unless the Bankruptcy Court, upon motion made prior to such fifth (5th) anniversary, determines that a fixed period extension, not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS or opinion of counsel that any further extension would not adversely affect the status of the Liquidation Trust as a liquidating trust for federal income tax purposes, is necessary to facilitate or complete the recovery on and liquidation of the Liquidation Trust Assets. Upon the filing of any motion for an extension of the date of dissolution of the Liquidation Trust, such date shall be deemed automatically extended until an order of the Bankruptcy Court is entered with respect to such motion or the motion is withdrawn.

To the extent the interests in the Liquidation Trust are deemed to be “securities,” the issuance of such interests under the Plan are exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act of 1933, as amended, and any applicable state and local laws requiring registration of securities.

Due to the complexity of certain aspects of the Combined Plan and Disclosure Statement, the lack of applicable legal precedent, the possibility of changes in the law, the differences in the nature of the Claims, and each Holder’s status and method of accounting and the potential for disputes as to legal and factual matters with the IRS, the tax consequences described herein are uncertain. No legal opinions have been requested from counsel with respect to any of the tax aspects of the Combined Plan and Disclosure Statement, and no rulings have been or will be requested from the IRS with respect to the any of the issues discussed below. Further, legislative, judicial or administrative changes may occur, perhaps with retroactive effect, which could affect the accuracy of the statements and conclusions set forth below as well as the tax consequences to the Debtor and the Holders of Claims and Equity Interests.

### **3. Sale of the Debtor’s Assets.**

The sale of substantially all of the Debtor’s Assets in the Chapter 11 Case is a taxable transaction. Thus, the Debtor must recognize any gain or loss realized on any sale(s). To determine the amount of gain or loss realized on any sale, the total consideration (net of selling expenses) received in such sale must be allocated among the assets sold in accordance with their relative fair market values. The gain or loss realized with respect to each asset is then determined separately by subtracting the selling Debtor’s tax basis in such asset from the amount of consideration received for such asset. To the extent that the Debtor recognizes a net gain from the asset sale, such gain may be offset either by (i) net operating losses (“NOLs”) that accrue during the taxable year of the sale, (ii) the Debtor’s existing NOLs from prior taxable years, or

(iii) capital loss carryforwards from prior years. The Debtor's ability to use certain losses (including loss carryforwards) to offset taxable gains and income may be subject to certain limitations under the consolidated return rules and Section 382 of the Tax Code.

**4. Cancellation of Indebtedness and Reduction of Tax Attributes.**

As a result of the consummation of the Combined Plan and Disclosure Statement, certain indebtedness of the Debtor will be deemed to be discharged for U.S. federal income tax purposes. Generally, gross income includes the amount of any such cancellation of indebtedness ("COD") income. The amount of the COD income generally equals the amount by which the indebtedness discharged (reduced by any unamortized discount) exceeds any consideration given in exchange therefor, subject to certain statutory or judicial exceptions that can apply to limit the amount of COD income (such as where the payment of the cancelled debt would have given rise to a tax deduction). Because the Debtor is in a Chapter 11 bankruptcy proceeding, however, the Debtor will not be required to recognize COD income. Instead, the Debtor will be required to reduce certain tax attributes to the extent of unrecognized COD income. The order and manner prescribed for the reduction of the Debtor's tax attributes is set forth in Section 108(b)(2) of the Tax Code. The tax attributes of the Debtor subject to reduction include NOLs, NOL carryforwards, capital losses and loss carryovers, certain tax credits, and, subject to certain limitations, the income tax basis of Debtor's property (including stock of subsidiaries).

**5. General Tax Reporting by the Liquidation Trusts and Liquidation Trust Beneficiaries.**

The Plan requires all parties (including the Debtor, the Liquidation Trustee and the Liquidation Trust Beneficiaries) to treat the transfer of assets by the Debtor to the Liquidation Trust, for United States federal income tax purposes, as a transfer of such assets directly to the Liquidation Trust Beneficiaries, followed by the transfer of such assets by the Liquidation Trust Beneficiaries to the Liquidation Trust. The Combined Plan and Disclosure Statement also requires the Debtor, the Liquidation Trustee, and the Liquidation Trust Beneficiaries to treat the Liquidation Trust as a grantor trust of which the Liquidation Trust Beneficiaries are the owners and grantors. As a consequence, the Liquidation Trust Beneficiaries (and any subsequent transferees of beneficial interests in the Liquidation Trust) will be treated for United States federal income tax purposes as the direct owners of a specified undivided interest in the assets of the Liquidation Trust (which assets will have a tax basis equal to their fair market value on the date transferred to the Liquidation Trust).

The United States federal income tax reporting obligation of a Liquidation Trust Beneficiary is not dependent upon the Liquidation Trust distributing any cash or other proceeds. The Plan provides that the Liquidation Trust will allocate items of income, gain, loss, expense and other tax items to the Liquidation Trust Beneficiaries in accordance with their relative beneficial interest in the Liquidation Trust. Therefore, a Liquidation Trust Beneficiary may incur an income tax liability with respect to its allocable share of the income of the Liquidation Trust whether or not the Liquidation Trust has made any concurrent distribution of Cash or other assets to the Liquidation Trust Beneficiary.

The Combined Plan and Disclosure Statement requires the Liquidation Trustee to file tax returns for the Liquidation Trust as a “grantor trust” pursuant to Treasury Regulation section 1.671-4(a). The Liquidation Trust is expected to send each Liquidation Trust Beneficiary a separate statement setting forth the Liquidation Trust Beneficiary’s share of items of income, gain, loss, deduction, or credit, and such Liquidation Trust Beneficiary will be responsible for any reporting requirements with respect to the allocated amounts and the payment of any taxes that result from such allocations.

LIQUIDATION TRUST BENEFICIARIES ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPROPRIATE FEDERAL INCOME TAX REPORTING OF ALLOCATIONS FROM THE LIQUIDATION TRUST.

**6. In General.**

Generally, a Holder of a Claim will recognize gain or loss equal to the difference between the “amount realized” by such Holder in exchange for the Holder’s Claim and such Holder’s adjusted tax basis in the Claim. The “amount realized” is equal to the sum of the Cash and the fair market value of any other consideration received under the Combined Plan and Disclosure Statement in respect of a Holder’s Claim, including, in the case of the Liquidation Trust Beneficiaries, the fair market value of each Liquidation Trust Beneficiary’s proportionate share of the assets transferred to the Liquidation Trust on the behalf of and for the benefit of such Holder (to the extent that such Cash or other property is not allocable to any portion of the Claim representing accrued but unpaid interest (see discussion below)). The tax basis of a Holder in a Claim will generally be equal to the Holder’s cost therefore. The holding period of a Liquidation Trust Beneficiary in its proportionate share of the assets held by the Liquidation Trust will begin on the day following the deemed Distribution of assets to the Holder.

The character of any recognized gain or loss (i.e., as ordinary income or as short-term or long-term capital gain or loss) will depend upon the status of the Holder, the nature of the Claim in the Holder’s hands, the purpose and circumstances of the Claim’s acquisition, the Holder’s holding period of the Claim, and the extent to which the Holder of the Claim previously claimed a deduction for the worthlessness of all or a portion of the Claim. If the Claim is a capital asset in the Holder’s hands, any gain or loss realized will generally be characterized as capital gain or loss and will constitute long-term capital gain or loss if the Holder has held such Claim for more than one year. There are limitations on the deduction of capital losses by both corporate and non-corporate taxpayers.

**7. Allocation of Consideration to Accrued Interest.**

A portion of the consideration received by a Holder of a Claim in satisfaction of that Claim pursuant to this Combined Plan and Disclosure Statement may be allocated to the portion of such Claim (if any) that represents accrued but unpaid interest. If any portion of the distribution is required to be allocated to accrued interest, such portion would be taxable to the Holder as interest income, except to the extent the Holder has previously reported such interest as income. A Holder will generally recognize a loss to the extent that any accrued interest was previously included in the Holder’s gross income and is not paid in full.



Pursuant to this Combined Plan and Disclosure Statement, all Distributions in respect of any Claim will be allocated first to the principal amount of such Claim, as determined for U.S. federal income tax purposes, and then, to the extent the consideration exceeds such amount, to any portion of such Claim representing accrued but unpaid interest. However, there is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes.

In the event that a portion of the consideration received by a Holder of a Claim represents accrued but unpaid interest, only the balance of the Distribution would be considered received by the Holder in respect of the principal amount of the Claim. Such an allocation would reduce the amount of the gain, or increase the amount of loss, realized by the Holder with respect to the Claim. If any such loss were a capital loss, it would not offset any amount of the Distribution that was treated as ordinary interest income (except, in the case of individuals, to the limited extent that capital losses may be deducted against ordinary income).

To the extent that any portion of the Distribution is treated as interest, Holders may be required to provide certain tax information in order to avoid the withholding of taxes.

**8. Market Discount.**

A Holder that acquires a debt instrument at a market discount generally is required to treat any gain realized on the disposition of the instrument as ordinary income to the extent of accrued market discount not previously included in gross income by the Holder.

**9. Information Reporting and Backup Withholding.**

The Debtor, the Liquidation Trustee, or their respective paying agents may be obligated to furnish information to the IRS regarding the consideration paid to Holders (other than corporations and other exempt Claim Holders) pursuant to this Combined Plan and Disclosure Statement.

Holders of Claims may be subject to backup withholding on the consideration received pursuant to this Combined Plan and Disclosure Statement. A Holder of a Claim that is not otherwise exempt from backup withholding requirements generally may avoid backup withholding by furnishing to the Debtor, the Liquidation Trustee, or their respective paying agents, the Holder's taxpayer identification number and certifying, under penalties of perjury, that the taxpayer identification number provided is correct, and that the Holder has not been notified by the IRS that the Holder is subject to backup withholding.

Backup withholding is not an additional tax. Taxpayers may use amounts withheld as a credit against federal income tax liability or may claim a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

**10. Reservation of Rights**

The foregoing discussion is subject to change (possibly substantially) based on subsequent changes to the Combined Plan and Disclosure Statement or subsequent events. The Debtor, the Post-Effective Date Debtor and Liquidation Trustee reserve the right to modify,

revise, or supplement this discussion and other tax related sections of this Combined Plan and Disclosure Statement.

## **ARTICLE IV**

### **CERTAIN RISK FACTORS TO BE CONSIDERED**

#### **A. Risk Factors to Be Considered**

The Combined Plan and Disclosure Statement and its implementation are subject to certain risks. Prior to voting on the Combined Plan and Disclosure Statement, Holders of Claims and Equity Interests should read and consider carefully the risk factors discussed below, as well as the other information set forth in this Combined Plan and Disclosure Statement, the documents attached to this Combined Plan and Disclosure Statement, and the documents referred to or incorporated by reference in this Combined Plan and Disclosure Statement. These factors should not be regarded as constituting the only risks present in connection with this Combined Plan and Disclosure Statement and its implementation.

#### **B. The Combined Plan and Disclosure Statement May Not Be Accepted**

There can be no assurance that the requisite acceptances to confirm the Combined Plan and Disclosure Statement will be obtained.

#### **C. The Combined Plan and Disclosure Statement May Not Be Confirmed**

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan. While the Debtor believes that this Combined Plan and Disclosure Statement complies with or will comply with all such requirements, there can be no guarantee that the Bankruptcy Court will agree.

#### **D. Risk of Non-Occurrence of the Effective Date**

There can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

#### **E. Parties May Object to the Classification of Claims and Equity Interests**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtor believes that the classification of Claims and Equity Interests under the Combined Plan and Disclosure Statement complies with the requirements set forth in the Bankruptcy Code. Nevertheless, there can be no assurance the Bankruptcy Court will reach the same conclusion.

#### **F. Alternate Plan and Disclosure Statement**

If this Combined Plan and Disclosure Statement is not confirmed, the Debtor could attempt to formulate a different plan. The additional cost, including, among other

amounts, additional Professional fees, would constitute Administrative Expense Claims (subject to allowance) that may be so significant that one or more parties in interest could request that the Chapter 11 Case be converted to chapter 7. The Debtor believes that conversion of this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code will result in the incurrence of significant additional fees and expenses (which would have priority over Administrative Expense Claims of the Chapter 11 Case and General Unsecured Claims), to the detriment of Creditors. Accordingly, the Debtor believes that the Combined Plan and Disclosure Statement enables Creditors to realize the best return under the circumstances.

## **ARTICLE V**

### **THE PLAN -**

#### **SUMMARY OF DEBTOR'S ASSETS, TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

##### **A. Summary of Assets**

On the Effective Date, the assets of the Post-Effective Date Debtor shall include all of the Debtor's Remaining Assets, including without limitation, all Cash, All Cash on hand, the Causes of Action (including those net recoveries realized from the prosecution and/or settlement of Causes of Action or the Fiduciary Litigation), the proceeds received from the Fiduciary Litigation, any tax refunds, all rights of setoff and recoupment and other defenses that the Debtor or Post-Effective Date Debtor may have with respect to any Claim and all Insurance Policies and the proceeds related to such Insurance Policies.

The following chart provides a summary of the Remaining Assets, the estimated value of such assets, and the realized value of such assets that are available to Creditors of the Debtor's Estate:

<b>Asset</b>	<b>Estimated Value</b>	<b>Realized Value</b>
Cash on Hand (as of February 6, 2018)	~\$9,300,000	~\$9,300,000
Proceeds from Causes of Action and Fiduciary Causes of Action	Unknown	Unknown
Administrative, Priority and Secured Claim Escrow <sup>2</sup>	(\$5,153,000)	(\$5,153,000)
Reserve for WARN Act Settlement	(\$1,100,000)	(\$1,100,000)

---

<sup>2</sup>Reserve established to pay Administrative and Priority Claims that are payable by Order of the Bankruptcy Court or upon confirmation of the Combined Plan and Disclosure Statement.

**B. Summary of Plan and Treatment of Claims and Equity Interests**

This Combined Plan and Disclosure Statement is a plan of liquidation, pursuant to which the net proceeds from the Sale, the disposition of any Remaining Assets, any recoveries in connection with the Causes of Action, and the proceeds of the Fiduciary Litigation, are being pooled and distributed to persons or entities holding Allowed Claims in accordance with the priorities of the Bankruptcy Code and the summary of treatment of Claims and Equity Interests set forth below. The number and amount of Allowed Claims will not affect Distributions to Holders of Allowed Administrative Expense Claims, Allowed Supplemental Administrative Expense Claims, Allowed Statutory Fees, Allowed Professional Fee Claims, Allowed Priority Non-Tax Claims (including Allowed GAP Period Claims), or Allowed Priority Tax Claims, as such Claims are to be paid in full.

THE FOLLOWING CHART IS A SUMMARY OF THE CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS AND THE POTENTIAL DISTRIBUTIONS UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE AMOUNTS SET FORTH BELOW ARE ESTIMATES ONLY. REFERENCE SHOULD BE MADE TO THE ENTIRE COMBINED PLAN AND DISCLOSURE STATEMENT FOR A COMPLETE DESCRIPTION OF THE CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS. THE RECOVERIES SET FORTH BELOW ARE PROJECTED RECOVERIES AND ARE THEREFORE SUBJECT TO CHANGE. THE ALLOWANCE OF CLAIMS MAY BE SUBJECT TO LITIGATION OR OTHER ADJUSTMENTS, AND ACTUAL ALLOWED CLAIM AMOUNTS MAY DIFFER MATERIALLY FROM THESE ESTIMATED AMOUNTS.

<b>Class</b>	<b>Treatment and Voting Status</b>	<b>Range of Estimated Allowed Claim Amount<sup>3</sup></b>	<b>Estimated Recoveries of Amounts Available for Distribution<sup>4</sup></b>
Class 1(a): Priority Non-Tax Claims (Excluding WARN Act Claims)	Unimpaired.  Deemed to accept Combined Plan and Disclosure Statement; Not entitled to vote.	\$350,000 - \$700,000  Consists of unsecured priority claims and unpaid GAP Period Claims.	100%

<sup>3</sup>These amounts represent estimated Allowed Claims and do not represent amounts actually asserted by Creditors in proofs of Claims or otherwise. The Debtor has not completed its analysis of Claims in the Chapter 11 Case, and objections to such Claims have not been fully litigated and may continue following the Effective Date.

<sup>4</sup>The estimated percentage recovery is based upon, among other things, an estimate of the Allowed Claims in the Chapter 11 Case. As set forth in the above footnote, the actual amount of the Allowed Claims may be greater or lower than estimated. Thus, the actual recoveries may be higher or lower than projected depending upon, among other things, the amounts and priorities of Claims that are actually Allowed by the Bankruptcy Court.

Class	Treatment and Voting Status	Range of Estimated Allowed Claim Amount <sup>3</sup>	Estimated Recoveries of Amounts Available for Distribution <sup>4</sup>
Class 1(b): WARN Act Claims	Unimpaired. To be paid in full per WARN Act Settlement. Deemed to accept Combined Plan and Disclosure Statement; Not entitled to vote.	\$1,100,000	100%
Class 2(a): WUMI Deficiency Claim	Impaired.  Entitled to vote.	\$23,000,000  In connection with the Sale, and pursuant to the Claims Resolution, WUMI was granted the WUMI Allowed Secured Claim in the amount of \$23,000,000.00. WUMI agreed to subordinate its Allowed Secured Claim to \$23,000,000 of Priming Obligations (as defined in the Sale Order) and received an initial Distribution of \$6,000,000, \$2,000,000 of which was contributed to the Debtor's Estate, free and clear of all Liens, claims and interests. Pursuant to the Claims Resolution, WUMI further agreed that the balance of its Claim, \$17,000,000, will be treated as unsecured deficiency Claim that is subordinate to the First GUC Priority Distribution (i.e. the first \$5,000,000 of the Unsecured Claim Distributions to be made to the Holders of Allowed Class 3 General Unsecured Claims).	0.0%  Class 2(a) received a Distribution of \$6,000,000 from the proceeds of the Sale as a part of the agreed treatment of the WUMI Allowed Secured Claim. Pursuant to the Claims Resolution, Class 2(a) agreed that the balance of its Claim, \$17,000,000, will be treated as unsecured deficiency Claim that is subordinate to the First GUC Priority Distribution (i.e. the first \$5,000,000 of the Unsecured Claim Distributions to be made to the Holders of Allowed Class 3 General Unsecured Claims).  The estimated recovery on the Class 2(a) Claim, not including the \$6,000,000 initial Distribution paid to Class 2(a) in connection with the secured portion of its Claim, is estimated at 0.0%.
Class 2(b): Waterloo Deficiency Claim	Impaired.  Entitled to vote.	\$23,000,000  In connection with the Sale,	0.0%  Class 2(b) received a

Class	Treatment and Voting Status	Range of Estimated Allowed Claim Amount <sup>3</sup>	Estimated Recoveries of Amounts Available for Distribution <sup>4</sup>
		and pursuant to the Claims Resolution, Waterloo was granted the Waterloo Secured Claim in the amount of \$23,000,000.00. Waterloo agreed to subordinate its Allowed Secured Claim to \$23,000,000 of Priming Obligations (as defined in the Sale Order) and received an initial Distribution of \$6,000,000; \$3,000,000 of which was contributed to the Debtor's Estate, free and clear of all Liens, claims and interests. Pursuant to the Claims Resolution, Waterloo further agreed that the balance of its Claim, \$17,000,000, will be treated as an unsecured deficiency Claim that is subordinate to the First GUC Priority Distribution (i.e. the first \$5,000,000 of the Unsecured Claim Distributions to be made to the Holders of Allowed Class 3 General Unsecured Claims).	Distribution of \$6,000,000 from the proceeds of the Sale, as part of the agreed treatment of the Waterloo Allowed Secured Claim. Pursuant to the Claims Resolution, Class 2(b) agreed that the balance of its Claim, \$17,000,000, will be treated as unsecured deficiency Claim that is subordinate to the First GUC Priority Distribution (i.e. the first \$5,000,000 of the Unsecured Claim Distributions to be made to the Holders of Allowed Class 3 General Unsecured Claims).  The estimated recovery on the Class 2(b), not including the \$6,000,000 initial Distribution paid to Class 2(a) in connection with the secured portion of its Claim, is estimated at 0.0%.
Class 2(c): Skye Mineral Partners, LLC Prepetition Secured Claim	Impaired.  Entitled to vote	\$27,300,000  The Class 2(c) Claim is contractually subordinated to the Claims of Class 2(a) and Class 2(b). The Class 2(c) Claim is also Disputed and subject to potential recharacterization and subordination.	0%  Given Class 2(c) is contractually subordinate to \$34,000,000 of the Allowed Claims of Class 2(a) and Class 2(b), the Debtor does not anticipate that any Distributions will be made to the Holders of Allowed Class 2(c) Claims.
Class 2(d): Other Prepetition Secured Claims	Impaired.  Entitled to vote	\$0.00 - \$500,000  Claims relate to mechanic's	100%  If an Allowed Class 2(d)

Class	Treatment and Voting Status	Range of Estimated Allowed Claim Amount <sup>3</sup>	Estimated Recoveries of Amounts Available for Distribution <sup>4</sup>
		lien Claims, materialman's Claims, mineral rights Claims, secured lease Claims or other prepetition secured Claims not settled, or otherwise resolved, as part of the Sale.	<p>Claim is determined to be <u>junior</u> in priority to the Liens of the Holder of an Allowed Class 2(a) or Class 2(b) Claim, then the Allowed Class 2(d) Claim will be paid its <i>Pro Rata</i> share from the Distributions to be paid to Allowed Class 3 General Unsecured Claims. If an Allowed Class 2(d) Claim is determined to be <u>senior</u> in priority to the Liens of the Holder of an Allowed Class 2(a) and Class 2(b) Claim, then the Allowed Class 2(d) Claim will be paid in full (100%) from the Waterloo escrow established under the Asset Purchase Agreement. <i>See</i> Article III(F) above. <b><u>Within 10 days after the Confirmation Hearing, either the Holder of an Allowed Class 2(b) Claim or the Holder of an Allowed Class 2(d) Claim must either (a) file a stipulation with the Bankruptcy Court resolving the priority dispute, or (b) file an adversary proceeding in the Bankruptcy Court seeking a final determination of the priority dispute. The failure to take either such action shall constitute a bar to the Holder of an Allowed Class 2(d) Claim from asserting any Claim</u></b></p>

Class	Treatment and Voting Status	Range of Estimated Allowed Claim Amount <sup>3</sup>	Estimated Recoveries of Amounts Available for Distribution <sup>4</sup>
			<b><u>against either WUMI, Waterloo, or the aforementioned Waterloo escrow, and shall result in the treatment of such Allowed Class 2(d) Claim as an Allowed Claim in Class 3.</u></b>
Class 2(e): Prepetition Secured Equipment Loan Claims	Unimpaired.  Deemed to accept Combined Plan and Disclosure Statement; Not entitled to vote.	\$0.00 to \$350,000  Amount expected to decrease based on return of collateral to claimants.	0% to 100%  To the extent the Holder of an Allowed Class 2(e) Claim holds a valid and perfected security interest in equipment owned by the Debtor, the Holder will be entitled to payment in full or the return of the equipment. To the extent the Holder of an Allowed Class 2(e) Claim holds an unsecured or deficiency Claim, such Allowed Class 2(e) Claim will be paid its <i>Pro Rata</i> share from the Distributions to be paid Allowed Class 3 General Unsecured Claims.
Class 3: General Unsecured Claims	Impaired.  Entitled to vote	\$16,252,000 to \$23,000,000 <sup>5</sup>  This estimate does not include the undersecured portion of the Class 2(c) and Class 2(d) Claims or the subordinated portion of the Class 2(a) and Class 2(b) Claims.	11.0% - 27.0%  Per the Claims Resolution, \$5,000,000 was paid to the Debtor's Estate free and clear of any Liens, Claims or encumbrances. The Holders of the Class 2(a) and Class 2(b) Claims agreed to subordinate any

---

<sup>5</sup>The estimated amount of Class 3 Claims does not include Claims arising from the Debtor's rejection of any Executory Contracts or Unexpired Leases pursuant to section 365 of the Bankruptcy Code as the amount of such Claims are currently unknown and any estimate at this time would be purely speculative.



Class	Treatment and Voting Status	Range of Estimated Allowed Claim Amount <sup>3</sup>	Estimated Recoveries of Amounts Available for Distribution <sup>4</sup>
			<p>Distribution from the First GUC Priority Distribution (\$5,000,000) to be paid to the Holders of Allowed Class 3 General Unsecured Claims. The Debtor estimates that the Liquidation Trustee will be able to distribute \$5,000,000 to Holders of Allowed Class 3 General Unsecured Claims as part of the First GUC Priority Distribution. The First GUC Priority Distribution shall be made after (i) the payment in full of all senior Allowed Administrative Expense Claims, Allowed Supplemental Administrative Expense Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Statutory Fees, Allowed Prepetition Secured Equipment Loan Claims and Allowed Other Prepetition Secured Claims; (ii) the funding of a Claims Reserve for any Disputed Claims; and (iii) the funding of all anticipated Wind Down Expenses of the Estate, the Post-Effective Date Debtor and the Liquidation Trust. The Holders of a Allowed Class 2(a) or Allowed Class 2(b) Claims will receive <i>Pro Rata</i> Distributions of any amounts distributable to Holders of General</p>

Class	Treatment and Voting Status	Range of Estimated Allowed Claim Amount <sup>3</sup>	Estimated Recoveries of Amounts Available for Distribution <sup>4</sup>
			<p>Unsecured Claims after the payment and Distribution of the First GUC Priority Distributions to the Holders of Allowed Class 3 General Unsecured Claims.</p> <p>The estimated First GUC Priority Distribution to be paid to Holders of Allowed Class 3 General Unsecured Claims is estimated at 25.0%.</p> <p>The Debtor does not estimate any Distribution to Holders of Allowed Class 3 General Unsecured Claims and the Holders of the WUMI Deficiency Claim and Waterloo Deficiency Claim after the expected First GUC Priority Distribution of \$5,000,000.</p> <p>Distributions to Holders of Allowed Class 3 General Unsecured Claims and the WUMI Deficiency Claim and Waterloo Deficiency Claim may increase depending upon the liquidation of the Remaining Assets, recoveries from Causes of Action and the proceeds received from the Fiduciary Litigation.</p>
Class 4: Equity Interests	Impaired. Deemed to reject Combined Plan and Disclosure	Equity Interests to be eliminated under the Combined Plan and Disclosure Statement and have been assigned no value.	0%

Class	Treatment and Voting Status	Range of Estimated Allowed Claim Amount <sup>3</sup>	Estimated Recoveries of Amounts Available for Distribution <sup>4</sup>
	Statement; Not entitled to vote.	The Equity Interests include the membership interests of three separate members of the Debtor: (i) SMP; (ii) Robert Reynolds, as representative of the first lien lenders under that certain Equity Administration Agreement by and among the former first lien lenders of WUCC and CKMC, dated June 6, 2011; and (iii) CKMC. The Equity Interests also include the minority membership interests granted to Mr. McMullin and Mr. Alley.	

## ARTICLE VI

### CONFIRMATION AND VOTING PROCEDURES

#### A. Confirmation Procedure

##### 1. Confirmation Hearing

A hearing before the Honorable William T. Thurman has been scheduled for **April 4, 2018 at 3:00 p.m. (prevailing Mountain Time)**, at the Bankruptcy Court to consider: (i) approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code; and (ii) confirmation of the Combined Plan and Disclosure Statement pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by filing a notice with the Bankruptcy Court.

##### 2. Procedure for Objections

Any objection to confirmation of this Combined Plan and Disclosure Statement must be made in writing and identify: (i) in detail the name and address of the objector, (ii) all

grounds for the objection; and (iii) the amount of the Claim held by the objector. Any such objection must conform to the Bankruptcy Rules and Local Rules, and be filed with the Bankruptcy Court on or before **the Confirmation Objection Deadline, March 26, 2018 at 5:00 p.m. (prevailing Mountain Time)**. Any such objection shall be served on (i) counsel to the Debtor, Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, P.O. Box 1709, Wilmington, DE 19899-1709, Attn: Donald J. Detweiler and Francis J. Lawall; (ii) counsel to the Debtor, Snell & Wilmer, 15 W. South Temple, #1200, Salt Lake City, UT 84101, Attn: David Leta and Jeff Tuttle; (iii) counsel to the Committee, Levene, Neale, Bender, Yoo & Brill, L.L.P., 10250 Constellation Blvd. Suite 1700 Los Angeles, CA 90067, Attn: Martin J. Brill; (iv) local counsel to the Committee, Cohne Kinghorn, P.C., 111 East Broadway, 11<sup>th</sup> Floor, Salt Lake City, UT 84111, Attn: Adam Reiser; and (v) the Office of the United States Trustee, 405 South Main Street, Suite 300 Salt Lake City, UT 84111.

Unless an objection is timely filed and served by the Confirmation Objection Deadline, the objection may not be considered by the Bankruptcy Court at the Confirmation Hearing.

### **3. Requirements for Confirmation**

The Bankruptcy Court will confirm the Combined Plan and Disclosure Statement only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among the requirements for confirmation in this Chapter 11 Case are that the Combined Plan and Disclosure Statement be: (i) accepted by all Impaired Classes of Claims and Equity Interests or, if rejected by an Impaired Class, that the Combined Plan and Disclosure Statement “does not discriminate unfairly” against and is “fair and equitable” with respect to such Class; and (ii) feasible. The Bankruptcy Court must also find that:

- The Combined Plan and Disclosure Statement has classified Claims and Equity Interests in a permissible manner;
- The Combined Plan and Disclosure Statement complies with the technical requirements of chapter 11 of the Bankruptcy Code; and
- The Combined Plan and Disclosure Statement has been proposed in good faith.

### **B. Liquidation Analysis and Best Interests of Creditors**

Section 1129(a)(7) of the Bankruptcy Code requires that each Holder of an Impaired Claim or Equity Interest either (a) accept the Combined Plan and Disclosure Statement or (b) receive or retain under the Combined Plan and Disclosure Statement property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code.

The Combined Plan and Disclosure Statement will provide Holders of Allowed Claims and Equity Interests not less than what would be available to them in a chapter 7 liquidation. A hypothetical chapter 7 liquidation analysis is attached to this Combined Plan and

Disclosure Statement as **Exhibit A**. In a chapter 7 liquidation, the fees and expenses of a chapter 7 trustee and his or her professionals will be substantial. The new chapter 7 trustee and his or her retained professionals would require time and effort to get up to speed and to administer the chapter 7 case. The Debtor believes that if the Debtor's Chapter 11 Case were converted to a case under chapter 7 of the Bankruptcy Code the value of any Distributions would be less than the value of Distributions under the Combined Plan and Disclosure Statement. Accordingly, the Debtor believes that the "best interests" test of Bankruptcy Code section 1129(a)(7) is satisfied.

**C. Feasibility**

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of the Combined Plan and Disclosure Statement is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successors to the Debtor under the Combined Plan and Disclosure Statement, unless such liquidation or reorganization is proposed in the Combined Plan and Disclosure Statement.

The Debtor's Estate will not be subject to future reorganization or liquidation. The Debtor has effectuated the Sale of substantially all of its Assets and is no longer mining or operating its business. Moreover, the Post-Effective Date Debtor will similarly not be mining or conducting any business operations after the Effective Date. As such, the Debtor believes that the Combined Plan and Disclosure Statement is feasible and meets the requirements of section 1129(a)(11) of the Bankruptcy Code.

**D. Classification of Claims and Equity Interests**

Section 1122 of the Bankruptcy Code requires the Combined Plan and Disclosure Statement to place a Claim or Equity Interest in a particular Class only if such Claim or Equity Interest is substantially similar to the other Claims or Equity Interests in such Class. The Combined Plan and Disclosure Statement creates separate Classes to deal respectively with the various Classes of Claims and Equity Interests. The Debtor believes that the Combined Plan and Disclosure Statement places substantially similar Claims or Equity Interests in the same Class, and thus meet the requirements of section 1122 of the Bankruptcy Code.

**E. Impaired Claims or Equity Interests**

Section 1124 of the Bankruptcy Code provides that a Class of Claims or Equity Interests may be Impaired if the Combined Plan and Disclosure Statement alters the legal, equitable or contractual rights of the Holders of such Claims or Equity Interests. Holders of Claims or Equity Interests that are Impaired are entitled to vote on the Combined Plan and Disclosure Statement. Holders of Claims that are Unimpaired by the Combined Plan and Disclosure Statement are deemed to accept the Combined Plan and Disclosure Statement and do not have the right to vote on the Combined Plan and Disclosure Statement.

Under the Combined Plan and Disclosure Statement, Holders of Priority Non-Tax Claims (Class 1(a)), Holders of WARN Act Claims and (Class 1(b)), and Prepetition Secured Equipment Loan Claims (Class 2(e)) are: (i) Unimpaired; (ii) deemed to accept the Combined Plan and Disclosure Statement; and (iii) not entitled to vote on the Combined Plan and Disclosure Statement.

Under the Combined Plan and Disclosure Statement, the WUMI Deficiency Claim (Class 2(a)), Waterloo Deficiency Claim (Class 2(b)), Skye Mineral Partners, LLC Prepetition Secured Claim (Class 2(c)), Other Prepetition Secured Claims (Class 2(d), if not paid in full), or General Unsecured Claim (Class 3) will receive their *Pro Rata* share of the available Cash from the Liquidation Trust Assets and Fiduciary Litigation and therefore are Impaired and entitled to vote on the Combined Plan and Disclosure Statement.

Under the Combined Plan and Disclosure Statement, Holders of Equity Interests (Class 4) will not receive or retain any property under the Combined Plan and Disclosure Statement, are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote on the Combined Plan and Disclosure Statement. Finally, the Holders of Claims that are not classified under the Combined Plan and Disclosure Statement (Administrative Expense Claims, Professional Fee Claims, Priority Tax Claims and Statutory Fees) are not entitled to vote on the Combined Plan and Disclosure Statement.

**F. Eligibility to Vote on the Plan**

Unless otherwise ordered by the Bankruptcy Court, only Holders of Claims in Classes 2(a), 2(b), 2(c), 2(d) and 3 may vote on the Combined Plan and Disclosure Statement. In order to vote on the Combined Plan and Disclosure Statement, you must hold a Claim in one of these voting Classes. For purposes of calculating the number of Allowed Claims in Class 3 that have voted to accept or reject the Combined Plan and Disclosure Statement under section 1126(c) of the Bankruptcy Code, all Allowed Claims in Class 3 held by one Entity or any Affiliate thereof shall be aggregated and treated as one Allowed Claim in Class 3.

**G. Solicitation Notice**

All Holders of Claims in Classes 2(a), (b), (c) and (d), and Class 3 will receive, among other documents, the confirmation notice and a form of Ballot. All other Creditors are not entitled to vote on the Combined Plan and Disclosure Statement and will only receive the confirmation notice containing: (a) the website address, <http://dm.epiq11.com/CSMining>, where parties in interest may download electronic copies of the Combined Plan and Disclosure Statement and other related pleadings in the Chapter 11 Case for free; and (b) contact information for Debtor's counsel [detweild@pepperlaw.com](mailto:detweild@pepperlaw.com); (302) 777-6524) through which parties in interest may request copies of the Combined Plan and Disclosure Statement, Ballot, and related documents for free.

**H. Voting Procedure and Voting Deadline**

In order for your Ballot to count, you must (i) complete, date and properly execute the Ballot, and (ii) properly deliver the Ballot to the Claims and Balloting Agent by First Class Mail to the following address:

**If By First Class Mail**

CS Mining, LLC - Ballot Processing  
c/o Epiq Bankruptcy Solutions LLC  
P.O. Box 4422  
Beaverton, OR 97076-4422

**If By Hand Delivery or Overnight Mail**

CS Mining, LLC - Ballot Processing  
c/o Epiq Bankruptcy Solutions LLC  
10300 SW Allen Boulevard  
Beaverton, OR 97005

**The Claims and Balloting Agent must ACTUALLY RECEIVE Ballots on or before the Voting Deadline.** Except as otherwise ordered by the Bankruptcy Court or agreed to by the Debtor, you may not change your vote or election once a Ballot is submitted to the Claims and Balloting Agent. Any Ballot that is timely received from a party entitled to vote, that contains sufficient information to permit the identification of the party casting the Ballot, and that is cast as an acceptance or rejection of the Combined Plan and Disclosure Statement will be counted and will be deemed to be cast as an acceptance or rejection, as the case may be, of the Combined Plan and Disclosure Statement; provided, however, that the following Ballots will not be counted or considered for any purpose in determining whether the Combined Plan and Disclosure Statement has been accepted or rejected:

- (i) any Ballot received after the Voting Deadline (unless extended by the Bankruptcy Court or Debtor);
- (ii) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- (iii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Combined Plan and Disclosure Statement;
- (iv) any Ballot cast for a Claim that is scheduled as contingent, unliquidated or Disputed or as zero or unknown in amount and for which no timely motion was filed pursuant to Bankruptcy Rule 3018(a);
- (v) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection of the Combined Plan and Disclosure Statement;
- (vi) any Ballot that casts part of its vote in the same Class to accept the Combined Plan and Disclosure Statement and part to reject the Combined Plan and Disclosure Statement;
- (vii) any form of Ballot other than the official form sent by the Claims and Balloting Agent;
- (viii) any form of Ballot received that the Claims and Balloting Agent cannot match to an existing database record of a Creditor;
- (ix) any original Ballot that does not contain an original signature;
- (x) any Ballot that is submitted by facsimile or electronic mail; or
- (xi) any Ballot sent only to the Debtor or the Debtor's Professionals and not the Claims and Balloting Agent.

**I. Acceptance of the Plan**

As a Creditor, your acceptance of the Combined Plan and Disclosure Statement is important. In order for the Combined Plan and Disclosure Statement to be accepted by an Impaired Class of Claims, a majority in number (i.e., more than half) and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept the Combined Plan and Disclosure Statement. At least one Impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Combined Plan and Disclosure Statement. The Debtor urges that you vote to accept the Combined Plan and Disclosure Statement.

**ARTICLE VII**

**TREATMENT OF UNCLASSIFIED CLAIMS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Equity Interests identified in Article VIII.

**A. Administrative Expense Bar Date**

The Bankruptcy Court established October 31, 2017 as the Bar Date for any Administrative Expense Claims arising from the Involuntary Petition Date through August 28, 2017. Holders of an Administrative Expense Claim that did not file a request for allowance and payment thereof by the Administrative Expense Bar Date shall forever be barred from asserting such Administrative Expense Claim, absent further Order of the Bankruptcy Court.<sup>6</sup>

Unless the Debtor, Post-Effective Date Debtor or Liquidation Trustee, as applicable, object to an Administrative Expense Claim by the Claims Objection Deadline, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Debtor or the Liquidation Trustee object to an Administrative Expense Claim, and the objection is not otherwise resolved, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim. Except to the extent that any Person entitled to payment of an Allowed Administrative Expense Claim agrees to a different treatment, each Holder of an Allowed Administrative Expense Claim shall receive, in full satisfaction of such Allowed Administrative Expense Claim, Cash in an amount equal to such Allowed Administrative Expense Claim as soon as reasonably practicable after the later of the occurrence of the Effective Date and the date such Administrative Expense Claim becomes an Allowed Claim.

**B. Supplemental Administrative Expense Bar Date**

Any request for an Administrative Expense Claim arising on August 29, 2017 through the Effective Date must be filed no later than the first Business Day that is 30 days after the Effective Date, which date shall be known as the Supplemental Administrative Expense Claims Bar Date. Holders of a Supplemental Administrative Expense Claim that do not file requests for the allowance and payment thereof on or before the Supplemental Administrative

---

<sup>6</sup>Professional Fee Claims, however, are governed by the Supplemental Administrative Expense Bar Date.



Expense Bar Date shall forever be barred from asserting such Supplemental Administrative Expense Claim absent further Order of the Bankruptcy Court.

Unless the Debtor or the Liquidation Trustee objects to a Supplemental Administrative Expense Claim by the Claims Objection Deadline, such Supplemental Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Debtor or the Liquidation Trustee objects to a Supplemental Administrative Expense Claim, and the objection is not otherwise resolved, the Bankruptcy Court shall determine the Allowed amount of such Supplemental Administrative Expense Claim. Except to the extent that any Person entitled to payment of a Supplemental Allowed Administrative Expense Claim agrees to a different treatment, each Holder of a Supplemental Allowed Administrative Expense Claim shall receive, in full satisfaction of such Supplemental Allowed Administrative Expense Claim, Cash in an amount equal to such Supplemental Allowed Administrative Expense Claim as soon as reasonably practicable after the such Supplemental Administrative Expense Claim becomes an Allowed Claim.

**C. Professional Fee Claims**

**1. Final Fee Applications**

Final fee applications seeking payment of Professional Fee Claims for fees and expenses incurred through the Effective Date shall be filed no later than the first Business Day that is thirty (30) days after the Effective Date unless otherwise extended by the Bankruptcy Court; *provided, however*, that Professionals may continue to receive compensation and reimbursement of expenses pursuant to the terms of the *Order Establishing Procedures For Interim Monthly Compensation And Reimbursement Of Expenses Of Professionals* (Docket No. 318).

After notice and a hearing, in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules and Local Rules, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

**2. Post-Effective Date Fees and Expenses**

After the Effective Date, any requirement that retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Liquidation Trustee and Post-Effective Date Debtor may employ and pay any retained professional in the ordinary course of business without any further notice to, or action, order, or approval of, the Bankruptcy Court.

**3. Statutory Fees**

All Statutory Fees that become due and payable prior to the Effective Date shall be paid by the Liquidation Trust within thirty (30) days after the Effective Date. After the Effective Date, the Liquidation Trust shall pay any and all such fees when due and payable, and shall file quarterly reports in the form prescribed by the UST. The Liquidation Trust shall remain obligated to pay quarterly fees to the UST until the earliest of the Chapter 11 Case being closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

**D. Priority Tax Claims**

Except to the extent that a Holder of an Allowed Priority Tax Claim has been paid prior to the Effective Date or agrees to a different treatment, each Holder of an Allowed Priority Tax Claim shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Priority Tax Claim, at the option of the Debtor, (a) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable, (b) in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, equal annual Cash payments commencing on the first anniversary of the Effective Date in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest on any outstanding balance from the Effective Date at the applicable rate under non-bankruptcy law, over a period not exceeding five years after the Order for Relief Date or (c) upon such other terms determined by the Bankruptcy Court to provide the Holder of such Allowed Priority Tax Claim with deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim; *provided, however*, that the Liquidation Trust shall have the right to pay any Allowed Priority Tax Claim, or any remaining balance, in full, at any time on or after the Effective Date, without premium or penalty. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business, without interest, as such obligations become due.

**ARTICLE VIII**

**CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS**

**A. Classification of Claims**

Claims and Equity Interests, other than Administrative Expense Claims, Supplemental Administrative Expense Claims, Priority Tax Claims, Professional Fee Claims and Statutory Fees, are classified for all purposes, including voting, confirmation and Distribution pursuant to this Combined Plan and Disclosure Statement, as follows:

<b>Class</b>	<b>Status</b>	<b>Voting Status</b>
Class 1(a): Priority Non-Tax Claims	Unimpaired	Deemed to Accept
Class 1(b): WARN Act Claims	Unimpaired	Deemed to Accept
Class 2(a): WUMI Deficiency Claim	Impaired	Entitled to Vote
Class 2(b): Waterloo Deficiency Claim	Impaired	Entitled to Vote

Class	Status	Voting Status
Class 2(c): Skye Mineral Partners, LLC Prepetition Secured Claim	Impaired	Entitled to Vote
Class 2(d): Other Prepetition Secured Claims	Impaired	Entitled to Vote
Class 2(e): Prepetition Secured Equipment Loan Claims	Unimpaired	Deemed to Accept
Class 3: General Unsecured Claims	Impaired	Entitled to Vote
Class 4: Equity Interests	Impaired	Deemed to Reject

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

**1. Class 1(a) – Priority Non-Tax Claims**

Classification. Class 1(a) consists of all Priority Non-Tax Claims against the Debtor, including GAP Period Claims, if any.

Impairment and Voting. Class 1(a) is Unimpaired by the Combined Plan and Disclosure Statement. Holders of Class 1(a) Claims are conclusively presumed to have accepted the Combined Plan and Disclosure Statement and, therefore, are not entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

Treatment. Unless otherwise agreed to by Holders of Allowed Class 1(a) Claims and the Debtor, Holders of Allowed Class 1 Claims, if any, shall receive Cash, in full satisfaction of such Allowed Class 1 Claim. Distributions to Allowed Class 1(a) Claims shall occur as soon as reasonably practicable after the later of the occurrence of the Effective Date and the date such Class 1(a) Claim becomes an Allowed Claim.

**2. Class 1(b) –WARN Act Claims**

Classification. Class 1 (b) consists of the WARN Act Claims asserted by the Class Plaintiffs in the WARN Act Litigation.

Impairment and Treatment. The Class Plaintiffs identified in the WARN Act Litigation will be paid in full in accordance with the WARN Act Settlement prior to confirmation of the Combined Plan and Disclosure Statement. As noted above, the WARN Act Settlement will provide for the payment of the total gross sum of One Million One Hundred Thousand Dollars (\$1,100,000) in full and final settlement and satisfaction of the Claims asserted, or that could be asserted, by and in favor of the Class Plaintiffs in the WARN Act Litigation. The settlement amount shall include: (i) attorneys' fees and expenses Class Counsel;

(ii) the Class Plaintiffs' share of employee payroll taxes; and (iii) a Ten Thousand Dollar (\$10,000) service payment (the "Service Payment") to the Class Representative. The settlement amount is exclusive of the Debtor's costs of administering the settlement and the Debtor's share of payroll taxes (as employer). The Class Plaintiffs shall receive payments that correspond to their *pro rata* share of their maximum WARN Act Claim, after deducting: (i) Class Counsel's attorney's fees and expenses; (ii) the Service Payment; and (iii) the Class Plaintiffs' share of employee payroll taxes. Class Counsel will be responsible for calculating the Class Plaintiff's individual *pro rata* share of the settlement proceeds. The Debtor is responsible for calculating the employer and employee payroll taxes, reporting and paying the appropriate taxing authorities, and issuing W2s to the members of the Class and a 1099 to the Class Representative and Class Counsel. The Debtor shall be responsible for mailing the settlement checks to each of the Class Plaintiffs at their last known address as updated by Class Counsel. The WARN Act Settlement and the WARN Act MOU are contingent upon Bankruptcy Court approval. The settlement payment shall be paid in full within 30 days after entry of a Final Order approving the WARN Act Settlement.

Voting. Class 1(b) is conclusively presumed to have accepted the Combined Plan and Disclosure Statement and, therefore, is not entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

### **3. Class 2(a) – WUMI Deficiency Claim**

Classification. Class 2(a) consists of the WUMI Deficiency Claim against the Debtor.

Impairment and Voting. Class 2(a) is Impaired by the Combined Plan and Disclosure Statement. The Holder of the Class 2(a) Claim is entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

Allowance & Treatment. In connection with the Sale and the Claims Resolution, WUMI: (i) received an Allowed secured Claim in the amount of \$23,000,000.00; (ii) subordinated its Allowed secured Claim to \$23,000,000 of Priming Obligations; (iii) accepted an initial Distribution of \$6,000,000 from the proceeds received from the Sale as a part of the agreed treatment of the WUMI Allowed Secured Claim; (iii) paid \$2,000,000 to the Debtor's Estate, free and clear of all Liens, Claims and interests; and (iv) agreed that the balance of its Claim, \$17,000,000, will be treated as unsecured deficiency Claim that is subordinate to the First GUC Priority Distribution of \$5,000,000. Unless a lesser treatment is agreed to by the Holder of an Allowed Class 2(a) Claim, the Holder of the Allowed Class 2(a) Claim shall receive a *Pro Rata* Distribution from the Unsecured Claim Distribution *after* the payment and Distribution of the First GUC Priority Distribution to the Holders of Allowed Class 3 General Unsecured Claims. Distributions to Allowed Class 2(a) Claims shall occur as soon as reasonably practicable after the Effective Date.

### **4. Class 2(b) – Waterloo Deficiency Claim**

Classification. Class 2(b) consists of Waterloo Deficiency Claim against the Debtor.

Impairment and Voting. Class 2(b) is Impaired by the Combined Plan and Disclosure Statement. The Holder of the Class 2(b) Claim is entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

Allowance & Treatment. In connection with the Sale and the Claims Resolution, Waterloo: (i) received an Allowed secured Claim in the amount of \$23,000,000.00; (ii) subordinated its Allowed secured Claim to \$23,000,000 of Priming Obligations; (iii) accepted an initial Distribution of \$6,000,000 from the proceeds received from the Sale as part of the agreed treatment of the Waterloo Allowed Secured Claim; (iii) paid \$3,000,000 to the Debtor's Estate, free and clear of all Liens, Claims and interests; and (iv) agreed that the balance of its Claim, \$17,000,000 will be treated as unsecured deficiency Claim that is subordinate to the First GUC Priority Distribution of \$5,000,000. Unless a lesser treatment is agreed to by the Holder of an Allowed Class 2(b) Claim, the Holder of the Allowed Class 2(b) Claim shall receive a *Pro Rata* Distribution from the Unsecured Claim Distribution *after* the payment and Distribution of the First GUC Priority Distribution to the Holders of Allowed Class 3 General Unsecured Claims. Distributions to Allowed Class 2(b) Claims shall occur as soon as reasonably practicable after the Effective Date.

**5. Class 2(C) – SMP Prepetition Secured Claim**

Classification. Class 2(c) consists of SMP Prepetition Secured Claim against the Debtor.

Impairment and Voting. Class 2(c) is Impaired by the Combined Plan and Disclosure Statement. The Holder of a Class 2(c) Claim is entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

Allowance & Treatment. The Class 2(c) Claim, if Allowed, is subordinated by contract, to the Allowed Class 2(a) and Class 2(b) Claims. The Debtor does not anticipate receiving enough proceeds from its Remaining Assets to make any Distributions to the Holder of the Class 2(c) Claim. The Debtor disputes the nature, extent and validity of the Class 2(c) Claim, and the Class 2(c) Claim is subject to further dispute, recharacterization and subordination by Order of the Bankruptcy Court.

To the extent the Class 2(c) Claim is Allowed, and unless a lesser treatment is agreed to by the Holder of the Allowed Class 2(c) Claim and the Debtor, the Holder of the Allowed Class 2(c) Claim shall receive a *Pro Rata* Distribution from the Unsecured Claim Distribution *after* (i) the First GUC Priority Distributions of \$5,000,000; **and** (ii) the Allowed Class 2(a) WUMI Deficiency Claim and Allowed Class 2(b) Waterloo Deficiency Claim are paid in full. Distributions to the Allowed Class 2(c) Claim shall occur as soon as reasonably practicable after the later of: (i) the occurrence of the Effective Date; (ii) the date such Class 2(c) Claim becomes an Allowed Claim; **and**, (iii) the Allowed Class 2(a) Claim and Allowed Class 2(b) Claim are paid in full.

**6. Class 2(d) – Other Prepetition Secured Claims**

Classification. Class 2(d) consists of Other Prepetition Secured Claims filed against the Debtor.

Impairment and Voting. Class 2(d) is Impaired by the Combined Plan and Disclosure Statement. Holders of Class 2(d) Other Prepetition Secured Claims are entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

Treatment. If an Allowed Class 2(d) Claim is determined to be junior in priority to the Liens of the Holder of an Allowed Class 2(a) or Class 2(b) Claim, then the Allowed Class 2(d) Claim will be paid its Pro Rata share from the Distributions to be paid to Allowed Class 3 General Unsecured Claims. If an Allowed Class 2(d) Claim is determined to be senior in priority to the Liens of the Holder of an Allowed Class 2(a) and Class 2(b) Claim, then the Allowed Class 2(d) Claims will be paid in full (100%) from the Waterloo escrow established under the Asset Purchase Agreement. *See* Article III(F) above. **Within 10 days after the Confirmation Hearing, either the Holder of an Allowed Class 2(b) Claim or the Holder of an Allowed Class 2(d) Claim must either (a) file a stipulation with the Bankruptcy Court resolving the priority dispute, or (b) file an adversary proceeding in the Bankruptcy Court seeking a final determination of the priority dispute. The failure to take either such action shall constitute a bar to the Holder of an Allowed Class 2(d) Claim from asserting any Claim against either WUMI, Waterloo, or the aforementioned Waterloo escrow, and shall result in the treatment of such Allowed Class 2(d) Claim as an Allowed Claim in Class 3.**

#### **7. Class 2(e) – Prepetition Secured Equipment Loan Claims**

Classification. Class 2(e) consists of Prepetition Secured Equipment Loan Claims filed against the Debtor.

Impairment and Voting. Class 2(e) is Unimpaired by the Combined Plan and Disclosure Statement. Holders of Class 2(e) Claims are conclusively presumed to have accepted the Combined Plan and Disclosure Statement and, therefore, are not entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

Treatment. To the extent the Holder of an Allowed Class 2(e) Claim holds a valid and perfected security interest in equipment owned by the Debtor; which has not otherwise been assumed, assigned and cured by the Debtor as part of the Sale, the Holder of such Allowed Class 2(e) Claim is entitled to: (i) payment in full of the Allowed Class 2(e) Claim; or (ii) the return of its equipment. Any Claim asserted by the Holder of a Class 2(e) Claim that is determined to be undersecured, unsecured or a deficiency Claim shall be entitled to receive a *Pro Rata* Distribution from the Unsecured Claim Distribution as if such Class 2(e) Claim were an Allowed Class 3 General Unsecured Claim. Distributions to Allowed Class 2(e) Claims shall occur as soon as reasonably practicable after the later of the occurrence of the Effective Date and the date such Class 2(e) Claim becomes an Allowed Claim.

#### **8. Class 3 – General Unsecured Claims**

Classification. Class 3 consists of General Unsecured Claims filed against the Debtor.

Impairment and Voting. Class 3 is Impaired by the Combined Plan and Disclosure Statement. Holders of Class 3 Claims are entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

Treatment. Holders of Allowed Class 3 Claims shall be paid Cash equal to: (i) their *Pro Rata* share of the First GUC Priority Distribution of \$5,000,000, and no share of the First GUC Priority Distribution shall be paid or distributed to the Holders of an Allowed Class 2(a) Claim or an Allowed Class 2(b) Claim; *plus, if any*, (ii) their *Pro Rata* share of the Distributions payable to all Allowed Class 3 General Unsecured Claims, the Allowed Class 2(a) Claim and the Allowed Class 2(b) Claims, after the payment of the First GUC Priority Distribution of \$5,000,000. Distributions to Allowed Class 3 Claims shall occur as soon as reasonably practicable after the later of the occurrence of the Effective Date and the date such Class 3 Claim becomes an Allowed Claim.

**9. Class 4 – Equity Interests**

Classification. Class 4 consists of the Equity Interests in the Debtor.

Impairment and Voting. Class 4 is Impaired under the Combined Plan and Disclosure Statement. The Holders of the Class 4 Equity Interests are deemed to have rejected the Combined Plan and Disclosure Statement and, therefore, are not entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

Treatment. The Holders of Class 4 Equity Interests will receive no Distribution. On the Effective Date, all outstanding Equity Interests will be cancelled. Upon cancellation, no property will be distributed to, or retained by, Holders of such Equity Interests.

**C. Modification of Treatment of Claims and Equity Interests**

The Debtor, the Post-Effective Date Debtor and Liquidation Trustee, as may be applicable, reserve the right to modify the treatment of any Allowed Claim in any manner adverse only to the Holder of such Claim at any time after the Effective Date upon the consent of the Holder of the Claim whose Allowed Claim is being adversely affected.

**ARTICLE IX**

**IMPLEMENTATION AND EFFECT OF CONFIRMATION  
OF COMBINED PLAN AND DISCLOSURE STATEMENT**

**A. Implementation of the Plan**

The Plan will be implemented by the Debtor, the Post-Effective Debtor and Liquidation Trustee in a manner consistent with the terms and conditions set forth in the Plan and the Confirmation Order.

**B. Plan Funding**

The funds utilized to make Cash payments under the Plan have been and/or will be generated from, among other things, Cash on Hand, the proceeds received from the Sale, the liquidation or other disposition of the Remaining Assets, and the proceeds received from the Causes of Action and Fiduciary Litigation.

**C. Good Faith**

Confirmation of this Combined Plan and Disclosure Statement shall constitute a finding that: (i) this Combined Plan and Disclosure Statement has been proposed in good faith and in compliance with applicable provisions of the Bankruptcy Code; and (ii) the solicitation of acceptances or rejections of this Combined Plan and Disclosure Statement by all Persons has been in good faith and in compliance with applicable provisions of the Bankruptcy Code.

**D. Liquidation Trust**

**1. Creation of the Liquidation Trust**

On or before the Effective Date, the Liquidation Trust shall be formed pursuant to the Liquidation Trust Agreement and the filing of a certificate of trust with the Delaware Secretary of State. The Liquidation Trustee shall administer the Liquidation Trust, and shall have the powers and duties set forth in the Liquidation Trust Agreement. The Liquidation Trustee shall report to an advisory board of individuals appointed in accordance with Article IX(D)(4) of this Plan, the Liquidation Trust Advisory Board. The Liquidation Trustee will have authority to retain, on behalf of the Liquidation Trust, any counsel, financial advisors, claims agent, auditors, or other such professionals as it deems appropriate at all times. The Liquidation Trust may select any of the foregoing professionals in its sole discretion, and prior employment in any capacity in the Chapter 11 Case on behalf of the Debtor, its Estate, or the Committee shall not preclude the Liquidation Trust's retention of such professionals. The Liquidation Trust Beneficiaries' interests in the Liquidation Trust shall be uncertificated and, subject to applicable law, shall only be transferable upon the death of the applicable Liquidation Trust Beneficiary or pursuant to applicable law.

**2. Purpose of the Liquidation Trust**

On the Effective Date, the Debtor shall transfer, on behalf of the Liquidation Trust Beneficiaries, the Liquidation Trust Assets to the Liquidation Trust. The Liquidation Trust shall be established as a liquidating trust for the primary purpose of monetizing and distributing the Liquidation Trust Assets to the Liquidation Trust Beneficiaries. In connection with the vesting and transfer of the Liquidation Trust Assets any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust shall vest in the Liquidation Trust. The Debtor, the Post-Effective Debtor and the Liquidation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities. For the avoidance of doubt, if after the Effective Date it is later determined that any of the Assets transferred to the Liquidation Trust are Assets purchased by Tamra in the Sale, the Liquidation Trust shall use its reasonable best efforts to convey such Assets to Tamra.

**3. Vesting of Assets**

Upon the Effective Date and the transfer of the Liquidation Trust Assets to the Liquidation Trust, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, any Assets of the Debtor and its Estate shall vest in the Liquidation Trust, in each case free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as otherwise provided herein



or in the Confirmation Order. Pursuant to section 1123(b)(3) of the Bankruptcy Code and the terms of this Combined Plan and Disclosure Statement, the Liquidation Trust shall retain and shall have the exclusive right, in its discretion to enforce against any Person any and all Causes of Action. The Committee shall continue to retain, and shall have the exclusive right, in its discretion, to enforce, litigate or settle the Fiduciary Litigation, the net proceeds of which shall be transferred to the Liquidation Trust for Distribution to Holders of Allowed Claims in accordance with this Combined Plan and Disclosure Statement, after payment of all costs, fees and expenses of the Fiduciary Litigation.

#### **4. Liquidation Trust Advisory Board**

The Liquidation Trust Advisory Board shall consist of three (3) Persons and be formed on or before the Effective Date. Two (2) of the members of the Liquidation Trust Advisory Board shall be designated by the Committee, in consultation with the Debtor, and one (1) member of the Liquidation Trust Advisory Board shall be designated by the Debtor. In the event that any member of the Liquidation Trust Advisory Board shall resign or otherwise cease to be a member of the Liquidation Trust Advisory Board (a “Departing Member”), the Chairperson of the Liquidation Trust Advisory Board may appoint a successor member to the Liquidation Trust Advisory Board to replace the Departing Member. In the event that a Departing Member of the Liquidation Trust Advisory Board last served as the Chairperson of the Liquidation Trust Advisory Board, the remaining member of the Liquidation Trust Advisory Board first designated by the Committee (or any successor of such member) shall automatically become the temporary Chairman of the Liquidation Trust Advisory Board, with the power to appoint a successor member to such Departing Member.

The initial members of the Liquidation Trust Advisory Board shall be identified through a filing with the Bankruptcy Court on or before the Effective Date. In the event that no one is willing to serve on the Liquidation Trust Advisory Board after its formation or there shall have been no Liquidation Trust Advisory Board for a period of thirty (30) consecutive days, then the Liquidation Trustee may, during such vacancy, and thereafter, ignore any reference in this Plan, the Liquidation Trust Agreement or the Confirmation Order to the Liquidation Trust Advisory Board, and all such references in this Plan, the Liquidation Trust Agreement or the Confirmation Order shall be null and void. Any deadlock in a vote by the members of the Liquidation Trust Advisory Board may be broken by a vote by the Liquidation Trustee. The Liquidation Trust Advisory Board shall monitor and oversee the Liquidation Trustee, and all liquidation, distribution and other activities required in connection with management of the Liquidation Trust Assets, as more fully set forth in the Liquidation Trust Agreement. The members of the Liquidation Trust Advisory Board shall not be paid for their services except for reimbursement of actual and reasonable out of pocket expenses incurred by such members. Except as otherwise expressly set forth in this Combined Plan and Disclosure Statement, the Confirmation Order or the Liquidation Trust Agreement, the Liquidation Trustee shall at all times take direction from the Liquidation Trust Advisory Board and shall not make any material decision absent approval of the Liquidation Trust Advisory Board.

**5. Liability of Liquidation Trustee and Liquidation Trust Advisory Board**

Neither the Liquidation Trustee, Liquidation Trust Advisory Board, nor any of its members or designees, nor any duly designated agent or representative of the Liquidation Trust Advisory Board, nor their respective employees, shall be liable for the act or omission of any other member, designee, agent, or representative of the Liquidation Trust Advisory Board, nor shall any member be liable for any act or omission to be taken or not taken in its capacity as a member of the Liquidation Trust Advisory Board, other than acts resulting from such member's willful misconduct or gross negligence.

**6. Management of the Liquidation Trust Assets**

After the Effective Date, all property of the Liquidation Trust shall be managed and administered by the Liquidation Trustee in a manner reasonably designed to maximize values. The Liquidation Trust is authorized to prosecute, compromise, settle or abandon the Causes of Action for the benefit of any Holders of Allowed Claims who shall receive a Distribution hereunder without further Order of the Bankruptcy Court. If the Liquidation Trustee, in consultation with the Liquidation Trust Advisory Board, decides not to sell any non-Cash asset or property, or if such asset or property cannot, in the Liquidation Trustee's judgment and in consultation with the Liquidation Trust Advisory Board, be sold or liquidated in a commercially reasonable manner prior to the Final Distribution Date, the Liquidation Trustee shall have the right to abandon or otherwise dispose of such property without the prior approval of the Bankruptcy Court. Absent willful misconduct, intentional misconduct, gross negligence or fraud in connection therewith, no party in interest shall have a cause of action against either the Liquidation Trustee, the Liquidation Trust, the Debtor or the Post-Effective Date Debtor, or their respective directors, officers, employees, consultants, trustees or professionals arising from or related to the disposition of non-Cash property in accordance with this Section.

**7. Transfer Taxes**

Any transfer of the Liquidation Trust Assets to the Liquidation Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax to the extent permitted under section 1146(a) of the Bankruptcy Code.

**8. Federal Income Tax Treatment of the Liquidation Trust**

The Liquidation Trust will be established for the sole purpose of distributing the Liquidation Trust Assets, and any proceeds therefrom, in accordance with Treasury Regulation section 301.7701-4(d) and Revenue Procedure 94-45, with no objective to continue or engage in the conduct of a trade or business. The Liquidation Trust is intended to qualify as a liquidating trust for U.S. federal income tax purposes. In general, a liquidating trust is not a separate taxable entity for U.S. federal income tax purposes, but is instead treated as a grantor trust, i.e., pass-through entity. All parties must treat the transfer of the portion of the Liquidation Trust Assets attributable to the Liquidation Trust Beneficiaries as a transfer of such assets directly to the Liquidation Trust Beneficiaries. Consistent therewith, all parties must treat the Liquidation Trust as a grantor trust of which the Liquidation Trust Beneficiaries are the owners and grantors.

Subject to the terms of the Liquidation Trust Agreement, the value of a Liquidation Trust Beneficiary's Allowed Claim shall be the value of such Liquidation Trust Beneficiary's interest in the Liquidation Trust, and the Liquidation Trust Beneficiaries and the Liquidation Trustee must consistently use this valuation for all U.S. federal income tax purposes, including for determining gain, loss or tax basis.

**9. Reserve**

The Liquidation Trust shall establish a Claims Reserve on account of Disputed Claims. The Liquidation Trust may, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), (i) make an election pursuant to Treasury Regulation section 1.468B-9 to treat the Claims Reserve as a "disputed ownership fund" within the meaning of that section, (ii) allocate taxable income or loss to the Claims Reserve, with respect to any given taxable year (but only for the portion of the taxable year with respect to which such Claims are Disputed), and (iii) distribute assets from the Claims Reserve as, when, and to the extent, such Claims cease to be Disputed, whether by virtue of becoming Allowed or otherwise resolved. The Liquidation Trust Beneficiaries shall be bound by such election, if made by the Liquidation Trustee, and as such shall, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), report consistently therewith.

**10. Dissolution**

The Liquidation Trust shall be dissolved no later than five (5) years from the Effective Date, unless the Bankruptcy Court, upon motion made prior to such fifth (5th) anniversary, determines that a fixed period extension, not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS or opinion from counsel that any further extension would not adversely affect the status of the Liquidation Trust as a liquidating trust for federal income tax purposes, is necessary to facilitate or complete the recovery on and liquidation of the Liquidation Trust Assets. Upon the filing of any motion for an extension of the date of dissolution of the Liquidation Trust, such date shall be deemed automatically extended until an order of the Bankruptcy Court is entered with respect to such motion or the motion is withdrawn.

**11. Securities Law Matters**

To the extent the interests in the Liquidation Trust are deemed to be "securities," the issuance of such interests under the Plan are exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act of 1933, as amended, and any applicable state and local laws requiring registration of securities.

**E. Approval of Plan Documents; Effectuating Documents; Further Transactions**

The solicitation of votes on the Combined Plan and Disclosure Statement shall be deemed a solicitation for the approval of the Plan Documents and all transactions contemplated hereunder. Entry of the Confirmation Order shall constitute approval of the Plan Documents and such transactions. On the Effective Date, the Post-Effective Date Debtor shall be authorized to

enter into, file, execute and/or deliver each of the Plan Documents and any other agreement or instrument issued in connection with any Plan Document without the necessity of any further corporate, board or shareholder action.

**F. Preservation of Causes of Action**

To the extent not otherwise waived in writing, released, settled, assigned or sold pursuant to a prior Order, the Debtor, Post-Effective Date Debtor and Liquidation Trust specifically retain and reserve the right to assert, after the Effective Date, any and all of the claims, Causes of Action, defenses and related rights, whether or not asserted as of the Effective Date, and all proceeds of the foregoing. Subject to Liquidation Trust Advisory Board review and approval, the Liquidation Trustee, on behalf of the Debtor, the Post-Effective Date Debtor and the bankruptcy Estate, may pursue, abandon, settle or release any or all such Causes of Action he or she deems appropriate, without the need to obtain approval or any other or further relief from the Bankruptcy Court.

For the avoidance of doubt, the Committee shall continue to prosecute, compromise, settle or abandon the Fiduciary Litigation, *provided however*, that the proceeds of the Fiduciary Litigation, net of fees, costs and expenses incurred by the Committee in connection with the Fiduciary Litigation, shall inure to the benefit of the Liquidation Trust Beneficiaries and be transferred to the Liquidation Trust free and clear of all Liens, Claims and encumbrances.

**G. Corporate Governance and Management of Post-Effective Date Debtor**

**1. Post-Effective Date Corporate Existence**

The Chief Wind-Down Officer and any successor thereto (including without limitation any other designated officer or trustee or representative of the Pre-Effective Date Debtor) is authorized and empowered to effect the dissolution of the Post-Effective Date Debtor as soon as practicable after the Effective Date. On the Effective Date, upon cancellation of the Equity Interests, the Liquidation Trustee shall become the sole managing member of the Post-Effective Date Debtor, without the need for any further corporate, member or shareholder action. The foregoing actions are pursuant to Section 303 of Delaware General Corporation Law or other applicable law of the states in which the Debtor is organized, without any requirement of further action by the stockholders, directors, members, managers, or partners of the Debtor or Post-Effective Date Debtor.

**2. Corporate Action**

All matters provided for under this Combined Plan and Disclosure Statement that would otherwise require approval of the stockholders, directors, members, managers or partners of the Debtor or Post-Effective Date Debtor, including (i) the effectiveness of the certificates of incorporation and by-laws of the Post-Effective Date Debtor, and (ii) the election or appointment, as the case may be, of directors and officers of the Post-Effective Date Debtor are deemed to have occurred and will be in effect from and after the Effective Date pursuant to Section 303 of the Delaware General Corporation Law or other applicable law of the states in which the Debtor is organized, without any requirement of further action by the stockholders, directors, members, managers, or partners of the Debtor or Post-Effective Date Debtor. On the

Effective Date, or as soon thereafter as is practicable, the Post-Effective Date Debtor shall, if required, file its amended certificate of incorporation with the Secretary of State of the state in which the entity is (or will be) incorporated, in accordance with the applicable general corporation law of that state.

**3. Officers and Boards of Directors**

On the Effective Date, the board of managers of the Post-Effective Date Debtor shall be comprised solely of the Chief Wind-Down Officer. Effective as of the Effective Date, members of the CSM Board serving in such capacities prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Post-Effective Date Debtor on or after the Effective Date. Effective as of the Effective Date, the sole officer of the Post-Effective Date Debtor shall be the Chief Wind-Down Officer.

**4. Payment of Wind-Down Expenses**

Wind-Down Expenses of the Post-Effective Date Debtor shall be paid by the Liquidation Trustee from the Liquidation Trust Assets.

**5. Cancellation of Existing Securities and Agreements**

On the Effective Date, any document, agreement or instrument evidencing any Claim against or Equity Interest in the Debtor shall be deemed cancelled without further act or action under any applicable agreement, law, regulation, order, or rule and the obligations of the Debtor under such documents, agreements, or instruments evidencing such Claims and Equity Interests, as the case may be, shall be discharged.

**ARTICLE X**

**PROVISIONS GOVERNING DISTRIBUTIONS**

**A. Method of Payment**

Unless otherwise expressly agreed, in writing, all Cash payments to be made pursuant to the Combined Plan and Disclosure Statement shall be made by check drawn on a domestic bank or an electronic wire.

**B. Distributions on Allowed Claims**

Distributions to be made on account of Claims that are Allowed Claims as of the Effective Date or become Allowed Claims thereafter shall be made by the Liquidation Trustee pursuant to the terms and conditions of the Combined Plan and Disclosure Statement. Notwithstanding any other provision of the Combined Plan and Disclosure Statement to the contrary, no Distribution shall be made on account of any Allowed Claim or portion thereof that: (i) has been satisfied after the Involuntary Petition Date; (ii) is listed in the Schedules as contingent, unliquidated, Disputed or in a zero amount, and for which a proof of Claim has not been timely filed; or (iii) is evidenced by an original proof of Claim that has been amended by a

subsequently filed proof of Claim, *provided that*, if the amended proof of Claim is for an Allowed Claim, a Distribution is to be made on the amended proof of Claim.

**C. Objections to and Resolution of Claims**

Except as to applications for allowance of compensation and reimbursement of expenses under sections 330, 331 and 503 of the Bankruptcy Code, the Liquidation Trustee, on and after the Effective Date, shall have the exclusive right to make and file objections to Claims asserted against the Debtor or the Post-Effective Date Debtor. The Liquidation Trustee shall have the exclusive right to file objections and/or motions to estimate any and all Claims after the Effective Date. The Liquidation Trustee shall have the authority to compromise, settle, or otherwise resolve or withdraw any objections, without approval of the Bankruptcy Court.

**D. Claims Objection Deadline**

The Liquidation Trustee shall file and serve any objections to any Claims, including Administrative Expense Claims and Supplemental Administrative Expense Claims, no later than the Claims Objection Deadline; *provided, however*, the Claims Objection Deadline may be extended by the Bankruptcy Court from time to time upon motion (on notice) by the Liquidation Trustee.

**E. No Distribution Pending Allowance**

Notwithstanding any other provision of the Combined Plan and Disclosure Statement, no payment or Distribution of Cash or other property shall be made with respect to any portion of a Disputed Claim unless and until all objections to such Claim are resolved by Final Order or as otherwise permitted by this Combined Plan and Disclosure Statement and such Disputed Claim has become an Allowed Claim.

**F. Estimation**

The Debtor or Liquidation Trustee may, at any time, request that the Bankruptcy Court estimate any contingent or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor or Liquidation Trustee has previously objected to such Claim. In the event the Bankruptcy Court estimates any contingent or Disputed Claim, the estimated amount may constitute a maximum limitation on such Claim, as determined by the Bankruptcy Court. Notwithstanding this, the Debtor or Liquidation Trustee may elect to pursue any supplemental proceedings to object to the allowance and payment of such Claim. All of the aforementioned Claims objection and estimation procedures are cumulative and not exclusive of one another.

**G. Claims Reserve**

On any date that Distributions are to be made under the terms of the Combined Plan and Disclosure Statement, the Liquidation Trustee shall reserve Cash or property equal to one-hundred percent (100%) of the Cash or property that would be Distributed on such date on account of Disputed Claims as if each such Disputed Claim were an Allowed Claim but for the pendency of a dispute with respect thereto, unless otherwise Ordered by the Bankruptcy Court

following notice to the affected Claim Holder. Such Cash or property, as the case may be, shall be held for the benefit of the Holders of all such Disputed Claims pending determination of their entitlement thereto.

**H. Distribution After Allowance**

Except as provided herein, within the later of (i) seven (7) Business Days after such Claim becomes an Allowed Claim and (ii) thirty (30) days after the expiration of the Claims Objection Deadline, the Liquidation Trustee shall distribute all Cash or other property to which a Holder of an Allowed Claim is then entitled.

**I. Late Claims and Amendments to Claims After the Confirmation Date**

Except as provided herein or otherwise agreed, any and all Holders of proofs of Claim filed after the Bar Date, shall not be treated as Creditors for purposes of Distribution pursuant to Bankruptcy Rule 3003(c)(2) unless on or before the Confirmation Date such late Claim has been deemed timely filed by a Final Order. After the Confirmation Date, a proof of Claim may not be filed or amended without the authorization of the Bankruptcy Court.

**J. Distribution Record Date**

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 Distribution Record Date will be treated as the Holders of those Claims for all purposes. The Liquidation Trustee shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any Distribution with respect to any Claim, the Liquidation Trustee shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the filed proof of Claim or on the Schedules as the Holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that are actually known to the Liquidation Trustee as of the Distribution Record Date or are filed with the Bankruptcy Court.

**K. Delivery of Distributions**

Except as provided herein, Distributions to Holders of Allowed Claims shall be made: (1) at the addresses set forth on the respective proofs of Claims filed by such Holders; (2) at the addresses set forth in any written notices of address changes delivered to the Liquidation Trustee after the date of any related proof of Claim; or (3) at the address reflected in the Schedules if no proof of Claim or is filed and the Liquidation Trustee has not received a written notice of a change of address.

**L. Satisfaction of Subordination Rights**

All Claims against the Debtor and all rights and claims between or among claimholders relating in any manner whatsoever to Claims against the Debtor, based upon any subordination rights shall be deemed satisfied by the Distributions under this Combined Plan and Disclosure Statement, and such subordination rights shall be deemed waived, released, and terminated as of the Effective Date.

**M. Undeliverable and Unclaimed Distributions**

If any Allowed Claim Holder's Distribution is returned as undeliverable, the Liquidation Trustee will take reasonable steps to attempt to deliver the Distribution to the Holder of the Allowed Claim. Any Holder of an Allowed Claim that does not advise the Liquidation Trustee that it has not received its, his or her Distribution within ninety (90) days after the date of attempted Distribution will forfeit Distribution on such Claim against the Debtor or its property. Distributions must be negotiated within ninety (90) days of the date of Distribution. Any Distributions which are undeliverable and unclaimed or have not been cashed within the time periods set forth above shall become available for Distribution to the Holders of Allowed Claims in accordance with the Combined Plan and Disclosure Statement and the Holder of an unclaimed or undeliverable Distribution shall not be entitled to any further Distribution under the Combined Plan and Disclosure Statement.

**N. Escheatment**

Notwithstanding any state escheatment law, any state that was entitled to file a Claim in its own right in connection with claims for property that had been deemed abandoned and had escheated to the state prepetition, but failed to comply with the Bar Date and file a proof of Claim, will be forever barred from assertion of such Claim against the Debtor and its Estate unless otherwise ordered by the Bankruptcy Court.

**O. De Minimis Distributions**

Distributions of fractions of dollars will not be made, but will be rounded to the nearest dollar (up or down), with half dollars being rounded down. The Liquidation Trustee shall not be required to make any Distribution to a Holder of an Allowed Claim of less than fifty dollars (\$50.00) on account of such Allowed Claim. If a Holder of an Allowed Claim would be entitled to receive less than \$50 as of the time of a particular Distribution, but would be entitled to receive more than \$50 in combination with later Distributions, the Liquidation Trustee shall combine such Distribution with later Distributions so that the Holder may eventually be entitled to a Distribution of at least \$50 in value.

**P. Remaining Available Cash**

If in connection with closing the Chapter 11 Case, the available Cash remaining is less than \$10,000, the Liquidation Trustee, in his or her sole discretion, may donate such amount to a Charity.

**Q. Setoff and Recoupment**

The Liquidation Trustee shall retain the right to reduce any Claim by way of setoff and recoupment in accordance with the Debtor's books and records.

**R. Allocation of Distributions Between Principal and Interest**

To the extent that any such Allowed Claim entitled to a Distribution under the Combined Plan and Disclosure Statement is comprised of indebtedness and accrued but unpaid



interest thereon, such Distribution shall be allocated to the principal amount (as determined for federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

**S. Interest on Claims**

Unless otherwise specifically provided for in the Combined Plan and Disclosure Statement or the Confirmation Order, or required by applicable bankruptcy law, post-petition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Involuntary Petition Date on any Claim. Interest shall not accrue or be paid upon any Disputed Claim in respect of the period from the Involuntary Petition Date to the date a final Distribution is made thereon, if and after such Disputed Claim becomes an Allowed Claim.

**T. Withholding and Reporting Requirements**

In connection with the consummation of the Combined Plan and Disclosure Statement, the Liquidation Trustee shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a Distribution under the Combined Plan and Disclosure Statement shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such Distribution. The Liquidation Trustee has the right, but not the obligation, not to make a Distribution until such Holder has made satisfactory arrangements for payment of any such tax obligations.

Liquidation Trustee may require, as a condition to receipt of a Distribution, that the Holder of an Allowed Claim complete and return a Form W-8 or W-9, as applicable to each such Holder. If the Liquidation Trustee makes such a request and the Holder fails to comply before the date that is 180 days after the request is made, the amount of such Distribution shall irrevocably revert to the Post-Effective Date Debtor and the right to a Distribution on account of such Claim shall be forfeited.

**ARTICLE XI**

**INJUNCTION, EXCULPATION AND RELEASES**

**A. Injunction**

Except as expressly otherwise provided in the Combined Plan and Disclosure Statement, the Sale Order, the Sale documents, or a prior or a further Order of the Bankruptcy Court, on the Effective Date all Entities or Persons that hold, have held or may hold or have asserted, assert or may assert Claims against or Equity Interests in the Debtor and the bankruptcy Estate shall be permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against the Debtor, the Post-Effective Date Debtor, the Estate, the Liquidation Trust, the Liquidation Trustee, the Exculpated Parties, or any of the Post-Effective Date Debtor's or Liquidation Trust's property, whether directly or

indirectly, derivatively or otherwise, on account of or based on the subject matter of such Claim or Equity Interest:

- (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum;
- (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order;
- (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien;
- (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Person or Entity released under this Combined Plan and Disclosure Statement, except with respect to any right of setoff asserted prior to the entry of the Confirmation Order, whether asserted in a proof of Claim or otherwise, or as otherwise contemplated or allowed by the Combined Plan and Disclosure Statement; and
- (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum that does not comply with or is inconsistent with the provisions of the Combined Plan and Disclosure Statement or the Confirmation Order.

**B. Exculpation**

Except for any Claims and Causes of Action for actual fraud, gross negligence or willful misconduct as determined by Final Order of a court of competent jurisdiction, the Exculpated Parties shall not have or incur any liability to any Person or Entity, including any Holder of a Claim or Equity Interest, and such Holder of a Claim or Equity Interest shall have no right of action against the Exculpated Parties, for any act or omission taken or not taken in connection with, relating to, or arising out of (i) the filing of the Chapter 11 Case and entry of the Order for Relief; (ii) the Chapter 11 Case; (iii) the prosecution or settlement of Claims and Causes of Action; (iv) the performance, assumption, assignment, termination, or rejection of Executory Contracts and Unexpired Leases; (v) the sale of the Debtor's Assets pursuant to section 363 of the Bankruptcy Code (v) the negotiation and filing of this Combined Plan and Disclosure Statement; (vi) the pursuit of confirmation of this Combined Plan and Disclosure Statement; (vii) the consummation of this Combined Plan and Disclosure Statement (viii) the administration of this Combined Plan and Disclosure Statement or (ix) the Distribution of property under this Combined Plan and Disclosure Statement. Nothing herein shall preclude the

Exculpated Parties from asserting as a defense to any claim of actual fraud, gross negligence or willful misconduct that he or she reasonably relied upon the advice of counsel with respect to his or her duties and responsibilities under the Combined Plan and Disclosure Statement or otherwise.

**C. Liabilities to, and Rights of, Governmental Units**

Nothing in this Combined Plan and Disclosure Statement or Confirmation Order shall discharge, release, or preclude: (1) any liability to a Governmental Unit that is not a Claim; (2) any Claim of a Governmental Unit arising on or after the Confirmation Date; (3) any liability to a Governmental Unit on the part of any Entity other than the Debtor or Post-Effective Date Debtor; (4) any valid right of setoff or recoupment by a Governmental Unit; or (5) any criminal liability. Nothing in the Plan or Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence. The discharge and injunction provisions contained in the Plan and Confirmation Order are not intended, and shall not be construed, to bar any Governmental Unit from, after the Effective Date, pursuing any police or regulatory action.

**ARTICLE XII**

**EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**A. Rejection of Executory Contracts and Unexpired Leases**

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all Executory Contracts and Unexpired Leases that exist between the Debtor and any Person or Entity shall be deemed rejected by the Debtor on the Confirmation Date and effective as of the Confirmation Date, except for any Executory Contract or Unexpired Lease (i) that has been assumed or rejected pursuant to an Order of the Bankruptcy Court entered prior to the Confirmation Date, or (ii) as to which a motion for approval of the assumption or rejection of such Executory Contract or Unexpired Lease has been filed and served prior to the Confirmation Date. The Confirmation Order shall constitute an Order approving such rejection as of the Confirmation Date.

**B. Deadline for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Combined Plan and Disclosure Statement**

If the rejection by the Debtor, pursuant to the Combined Plan and Disclosure Statement or otherwise, of an Executory Contract or Unexpired Lease gives rise to a Claim, a proof of Claim must be filed with the Claims and Balloting Agent at CS Mining Claims Processing Center, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Blvd, Beaverton, OR 97005 by no later than twenty-four (24) days after service of the later of (i) notice of entry of the Confirmation Order, and (ii) other notice that the Executory Contract has been rejected. Any proofs of Claim not filed and served within such time periods will be forever barred from assertion against the Debtor and its Estate.

**C. Debtor's Insurance Policies**

Nothing in the Combined Plan and Disclosure Statement or the Confirmation Order alters the rights and obligations of the Debtor (and its Estate) and the Debtor's insurers (and third-party claims administrators) under the Insurance Policies or modifies the coverage or benefits provided thereunder or the terms or conditions thereof or diminishes or impairs the enforceability of the Insurance Policies.

**ARTICLE XIII**

**CAUSES OF ACTION**

**A. Retention of Causes of Action**

The Liquidation Trust and Post-Effective Date Debtor expressly reserve all rights to prosecute any and all claims and Causes of Action against any Entity or Person, except as otherwise expressly provided in the Combined Plan and Disclosure Statement, the Sale Order or the Sale documents, or in a prior or further Order of the Bankruptcy Court. Unless any claims or Causes of Action against an Entity or Person are expressly waived, relinquished, exculpated, released, compromised or settled in the Combined Plan and Disclosure Statement or a Bankruptcy Court Order, the Liquidation Trust and Post-Effective Date Debtor expressly reserve all claims and Causes of Action for later adjudication. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppels (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon, after or as a consequence of the Confirmation or Effective Date of the Combined Plan and Disclosure Statement.

For the avoidance of doubt, the Committee is authorized to continue to prosecute, compromise, settle or abandon the Fiduciary Litigation, *provided however*, that the proceeds of the Fiduciary Litigation shall inure to the benefit of the Liquidation Trust Beneficiaries and be transferred to the Liquidation Trust free and clear of all Liens, Claims and encumbrances. Other than the Fiduciary Litigation, remaining causes of action under Chapter 5 of the Bankruptcy Code, that were not transferred to Tamra, and litigation, if any, that may be required to determine the amount, validity, priority and enforceability of Claims, the Debtor is not aware, at this time, of any other retained Causes of Action in the Debtor's Estate.

**B. Reservation of Rights**

Except as specifically provided in the Combined Plan and Disclosure Statement or in the Confirmation Order, nothing contained in the Combined Plan and Disclosure Statement or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any Claim, Cause of Action, right of setoff, or other legal or equitable defense that the Debtor had immediately prior to the Involuntary Petition Date, against or with respect to any Claim left Unimpaired by the Combined Plan and Disclosure Statement. The Debtor, Post-Effective Date Debtor and (upon transfer of the Remaining Assets to the Liquidation Trust) the Liquidation Trust, shall have, retain, reserve and be entitled to assert all such claims, Causes of Action, rights of setoff or other legal or equitable defenses which the Debtor had immediately prior to the Involuntary Petition Date fully as if the Chapter 11 Case had not been commenced, and all legal

and equitable rights of the Debtor, Post-Effective Date Debtor and Liquidation Trust respecting any Claim left Unimpaired by the Combined Plan and Disclosure Statement may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Case had not been commenced.

The Liquidation Trustee's right to commence and prosecute Causes of Action shall not be abridged or materially altered in any manner by reason of confirmation of the Combined Plan and Disclosure Statement. No defendant party to any Causes of Action brought by the Debtor or the Liquidation Trustee shall be entitled to assert any defense based, in whole or in part, upon confirmation of the Combined Plan and Disclosure Statement or the Confirmation Order, and confirmation of the Combined Plan and Disclosure Statement shall not have any *res judicata* or collateral estoppel effect upon the commencement and prosecution of the Causes of Action.

#### **ARTICLE XIV**

##### **CONDITIONS PRECEDENT TO AND OCCURRENCE OF CONFIRMATION AND THE EFFECTIVE DATE**

###### **A. Conditions Precedent to Confirmation**

The following are conditions precedent to confirmation that must be satisfied or waived:

- (i) The Confirmation Order and Plan Documents, including any exhibits or schedules incorporated thereto, shall be reasonably acceptable in form and substance to the Debtor and Committee;
- (ii) The Bankruptcy Court shall have approved this Combined Plan and Disclosure Statement in an order in form and substance reasonably acceptable to the Debtor; and
- (iii) In each case subject to the occurrence of the Effective Date, to the extent necessary or appropriate, the Plan Documents, including the Liquidation Trust Agreement, to be entered into by the Post-Effective Date Debtor shall have been entered and delivered, all actions, documents, and agreements necessary to implement the Combined Plan and Disclosure Statement shall have been effected or executed and the Debtor shall have received all material authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions, or documents that are reasonably necessary to implement the Combined Plan and Disclosure Statement and that are required by law, regulation, or order.

###### **B. Conditions Precedent to the Effective Date**

The Combined Plan and Disclosure Statement shall not become effective unless and until the following conditions shall have been satisfied or waived by the Debtor:

- (i) Entry of the Confirmation Order;
- (ii) The Confirmation Order becomes a Final Order;
- (iii) The Plan Documents shall have been executed and become effective; and
- (iv) There shall exist sufficient available Cash to satisfy Administrative Expense Claims, Priority Tax Claims and Priority Non-Tax Claims which are Allowed Claims.

**C. Establishing the Effective Date**

The calendar date to serve as the Effective Date shall be a Business Day, on or promptly following the satisfaction or waiver of all conditions to the Effective Date, which date will be selected by the Debtor, after reasonable consultation with the Committee. On or within three (3) Business Days of the Effective Date, the Post-Effective Date Debtor shall file and serve a notice of occurrence of the Effective Date. Such notice shall contain, among other things, the Supplemental Administrative Expense Bar Date, the deadline by which Professionals must file and serve any Professional Fee Claims and the deadline to file a proof of Claim relating to damages from the rejection of any Executory Contract or Unexpired Lease pursuant to the terms of the Combined Plan and Disclosure Statement.

**D. Effect of Failure of Conditions**

If each condition to the Effective Date has not been satisfied or duly waived within forty-five (45) days after the Confirmation Date, then upon motion by any party in interest, made before the time that each of the conditions has been satisfied or duly waived and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order may be vacated by the Bankruptcy Court; *provided, however*, that notwithstanding the filing of such motion, the Confirmation Order shall not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived by the Debtor before any Order granting such relief becomes a Final Order. If the Confirmation Order is vacated pursuant to this Section, the Combined Plan and Disclosure Statement shall be deemed null and void in all respects and nothing contained herein shall (a) constitute a waiver or release of any Claims by or against the Debtor, or (b) prejudice in any manner the rights of the Debtor.

**E. Waiver of Conditions to Confirmation and Effective Date**

The Debtor, in consultation with the Committee, and to the extent not prohibited by applicable law, may waive one or more of the conditions precedent: (i) to effectiveness of the Combined Plan and Disclosure Statement set forth in Article XIV(B) of this Combined Plan and Disclosure Statement in whole or part, upon five (5) Business Days' notice to the Bankruptcy Court without a hearing; or (ii) to confirmation of the Combined Plan and Disclosure Statement set forth in Article XIV(A) of the Combined Plan and Disclosure Statement prior to the Confirmation Date without any hearing. The failure to satisfy or waive any condition to the Confirmation Date or the Effective Date may be asserted by the Debtor regardless of the circumstances giving rise to the failure of such conditions to be satisfied (including any action or

inaction by the Debtor in its sole discretion). The failure of the Debtor to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

**F. Waiver of Bankruptcy Rule 3020(e) Stay**

Pursuant to Bankruptcy Rule 3020(e), the Confirmation Order shall be immediately effective upon its entry and shall not be subject to the stay provided in Bankruptcy Rule 3020(e).

**ARTICLE XV**

**RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, following the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Case as is legally permissible, including, without limitation, such jurisdiction as is necessary to ensure that the interests and purposes of the Combined Plan and Disclosure Statement are carried out. The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Chapter 11 Case and the Combined Plan and Disclosure Statement pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

- (i) To determine the allowance, priority and classification of Claims to hear and determine any objections to Claims and to address any issues relating to Disputed Claims;
- (ii) To hear and determine pending applications for the assumption or rejection of Executory Contracts or Unexpired Leases, if any are pending, and the allowance of any Claims resulting therefrom;
- (iii) To enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- (iv) To issue such Orders in aid of execution and consummation of the Combined Plan and Disclosure Statement, to the extent authorized by section 1142 of the Bankruptcy Code;
- (v) To consider any amendments to, or modifications of, the Combined Plan and Disclosure Statement, to cure any defect or omission, or reconcile any inconsistency in any Order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (vi) To hear and determine all requests for compensation and reimbursement of expenses under sections 330, 331 or 503 of the Bankruptcy Code;

- (vii) To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Combined Plan and Disclosure Statement;
- (viii) To recover all assets and property of the Debtor, Liquidation Trust and Post-Effective Date Debtor, wherever located;
- (ix) To hear, determine and decide all Causes of Action and the Fiduciary Litigation, to the extent the Bankruptcy Court has jurisdiction over such Causes of Action and Fiduciary Litigation;
- (x) To hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including, without limitation, any request by the Liquidation Trustee for an expedited determination of tax under section 505(b) of the Bankruptcy Code);
- (xi) To hear any other matter not inconsistent with the Bankruptcy Code;
- (xii) To issue such Orders as may be necessary or appropriate to expand or otherwise modify the powers and duties of the Liquidation Trustee;
- (xiii) To enter a final decree closing the Chapter 11 Case;
- (xiv) To ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Combined Plan and Disclosure Statement;
- (xv) To decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtor that may be pending on the Effective Date;
- (xvi) To issue injunctions, enter and implement other Orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of the Combined Plan and Disclosure Statement, except as otherwise provided herein;
- (xvii) To determine any other matters that may arise in connection with or related to the Combined Plan and Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created or implemented in connection with the Combined Plan and Disclosure Statement;



- (xviii) To enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, exculpations, and rulings entered in connection with the Chapter 11 Case (whether or not the Chapter 11 Case has been closed);
- (xix) To resolve any disputes concerning whether a Person or Entity had sufficient notice of the Chapter 11 Case, the Bar Date, or the hearing on the approval of the Combined Plan and Disclosure Statement for the purpose of determining whether a Claim or Equity Interest is discharged or enjoined hereunder or for any other purpose; and
- (xx) To resolve any other matter or for any purpose specified in the Combined Plan and Disclosure Statement, the Confirmation Order, or any other document entered into in connection with any of the foregoing.

## **ARTICLE XVI**

### **MISCELLANEOUS PROVISIONS**

#### **A. Books and Records**

On the Effective Date, the Debtor's books and records shall be transferred to the Liquidation Trustee. After the Effective Date, the Liquidation Trustee shall be free, in his or her discretion to abandon, destroy or otherwise dispose of the books and records in compliance with applicable non-bankruptcy law, without the need for any other or further Order.

#### **B. Termination of Injunctions or Stays**

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date shall terminate on the Effective Date, at which time the injunctions and stays set forth in this Combined Plan and Disclosure Statement shall take effect.

#### **C. Exemption from Transfer Taxes**

Pursuant to section 1146(a) of the Bankruptcy Code, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Combined Plan and Disclosure Statement shall not be subject to any stamp or similar tax.

#### **D. Amendment or Modification of the Combined Plan and Disclosure Statement**

Alterations, amendments or modifications of the Combined Plan and Disclosure Statement may be proposed in writing by the Debtor, at any time before the Confirmation Date,

provided that the Combined Plan and Disclosure Statement, as altered, amended or modified, satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Debtor shall have complied with section 1125 of the Bankruptcy Code. A Holder of a Claim that has accepted the Combined Plan and Disclosure Statement shall be deemed to have accepted the Combined Plan and Disclosure Statement, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder. Prior to the Effective Date, the Debtor may make appropriate technical non-material modifications to the Combined Plan and Disclosure Statement without further Order or approval of the Bankruptcy Court, provided that such technical modifications do not adversely affect the treatment of Holders of Claims or Equity Interests.

**E. Severability**

In the event the Bankruptcy Court determines, before the Confirmation Date, that any provision in the Combined Plan and Disclosure Statement is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the Holder or Holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidability or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Combined Plan and Disclosure Statement and shall not require the re-solicitation of any acceptance or rejection of the Combined Plan and Disclosure Statement unless otherwise Ordered by the Bankruptcy Court.

**F. Withdrawal of Plan**

**1. Right to Revoke or Withdraw**

The Debtor reserves the right to revoke or withdraw the Combined Plan and Disclosure Statement at any time prior to the Effective Date.

**2. Effect of Withdrawal, Revocation or Non-Consummation**

If the Debtor revokes or withdraws the Combined Plan and Disclosure Statement prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, the Combined Plan and Disclosure Statement, any settlement or compromise embodied in the Combined Plan and Disclosure Statement (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), the assumption or rejection of Executory Contracts, Unexpired Leases, any release, exculpation or indemnification provided for in the Combined Plan and Disclosure Statement, and any document or agreement executed pursuant to the Combined Plan and Disclosure Statement shall be null and void; provided, however, any settlements or compromises embodied in the Combined Plan and Disclosure Statement that have been otherwise approved by separate Order of the Bankruptcy Court shall remain in full force in effect notwithstanding withdrawal or revocation of the Combined Plan and Disclosure Statement or the failure of the Confirmation Date or Effective Date to occur. In such event, nothing contained herein, and no acts taken in preparation for consummation of the Plan shall be deemed to constitute a waiver or release of any Claims by or against or Equity Interest in the Debtor or any other Person, to prejudice in any manner the rights of the Debtor or any Person

in any further proceedings involving the Debtor, or to constitute an admission of any sort by the Debtor or any other Person.

**G. Binding Effect**

The Combined Plan and Disclosure Statement shall be binding upon and inure to the benefit of the Debtor, the Holders of Claims and the Holders of Equity Interests, and their respective successors and assigns, whether or not the Claim or Equity Interest of such Holder is Impaired under the Plan and whether or not such Holder has accepted the Combined Plan and Disclosure Statement.

**H. Committee**

Other than continuing to prosecute any Fiduciary Litigation on behalf of the Post-Effective Date Debtor and Liquidation Trust, as soon as practicable after the Effective Date and upon final resolution of the Fiduciary Litigation, the Committee shall be dissolved and its members released and discharged of any further duties and responsibilities and the retention or employment of the Committee's Professionals shall also terminate, except that the Committee and its Professionals may prepare, file and seek approval of their respective applications for final allowances of compensation and reimbursement of expenses. The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee or expense claims for any services rendered or expenses incurred in the service of the Committee after the Effective Date, other than in connection with final allowances of compensation and reimbursement of expenses and in connection with any fee arrangement approved by the Bankruptcy Court regarding the conduct of the Fiduciary Litigation.

**I. Notices**

All notices, requests and demands to or upon the Post-Effective Date Debtor to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Post-Effective Date Debtor:

CS Mining, LLC  
c/o Pepper Hamilton LLP  
Hercules Plaza, Suite 5100  
1313 N. Market Street  
P.O. Box 1709  
Wilmington, DE 19899-1709  
Attn: Donald J. Detweiler and Francis J. Lawall

If to the Liquidation Trust or Liquidation Trustee:

Province Inc.  
2360 Corporate Circle  
Suite 330  
Henderson, NV 89074  
Attn: Peter S. Kravitz

After the Effective Date, any Entities or Persons that want to continue to receive notice in this Chapter 11 Case must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002 no later than thirty (30) days after the Effective Date of the Combined Plan and Disclosure Statement; *provided, however*; that the UST shall be excused from this requirement and shall remain on the Bankruptcy Rule 2002 service list. To the extent a renewed request is not timely filed with the Bankruptcy Court, the Post-Effective Date Debtor is authorized to limit notice and not include such Entities or Persons on any post-Effective Date Bankruptcy Rule 2002 service list.

**J. Governing Law**

Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent an exhibit to the Combined Plan and Disclosure Statement provides otherwise, the rights and obligations arising under the Combined Plan and Disclosure Statement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such jurisdiction.

**K. Headings**

Headings are used in the Combined Plan and Disclosure Statement for convenience and reference only and shall not constitute a part of the Combined Plan and Disclosure Statement for any other purpose.

**L. Exhibits/Schedules**

All exhibits and schedules to the Combined Plan and Disclosure Statement are incorporated into and are a part of the Combined Plan and Disclosure Statement as if set forth in full herein.

**M. Filing of Additional Documents**

On or before substantial consummation of the Combined Plan and Disclosure Statement, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Combined Plan and Disclosure Statement.

**N. No Admissions**

Notwithstanding anything herein to the contrary, nothing contained in the Combined Plan and Disclosure Statement shall be deemed as an admission by any Entity with respect to any matter set forth herein.

**O. Successors and Assigns**

The rights, benefits and obligations of any Person or Entity named or referred to in the Combined Plan and Disclosure Statement shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person or Entity.

**P. Return of Deposits**

Unless the Debtor has agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all deposits provided by the Debtor to any Person or Entity at any time shall be returned to the Post-Effective Date Debtor within twenty (20) days after the Effective Date, without deduction or offset of any kind.

**Q. Reservation of Rights**

Except as expressly set forth herein, the Combined Plan and Disclosure Statement shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Combined Plan and Disclosure Statement, any statement or provision contained herein, or the taking of any action by the Debtor with respect to the Combined Plan and Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of the Debtor or Holders of Claims or Equity Interests before the Effective Date.

**R. Implementation**

The Debtor, the Post-Effective Date Debtor and Liquidation Trustee, as applicable, shall take all steps, and execute all documents, including appropriate releases, necessary to effectuate the provisions contained in this Combined Plan and Disclosure Statement.

**S. Inconsistency**

In the event of any inconsistency among the Combined Plan and Disclosure Statement and any other instrument or document created or executed pursuant to the Combined Plan and Disclosure Statement, the provisions of the Combined Plan and Disclosure Statement shall govern. Nothing contained in this Combined Plan and Disclosure Statement shall supersede the provisions in the Sale Order.

**T. Cancellation of Equity Interests**

On the Effective Date, all existing Equity Interests shall, without further act or action by any party, be cancelled, annulled, and extinguished, and any certificates representing such cancelled, annulled and extinguished Equity Interests shall be null and void.

**U. Compromise of Controversies**

Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, Distribution and other benefits provided under the Combined Plan and Disclosure Statement, the provisions of this Combined Plan and Disclosure Statement shall constitute a good faith compromise and settlement of all Claims or controversies resolved pursuant to the Combined Plan and Disclosure Statement and in this Chapter 11 Case. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Combined Plan and Disclosure Statement and the Chapter 11 Case, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtor, the Estate and all Holders of Claims and Equity Interests against the Debtor.

**V. Request for Expedited Determination of Taxes**

The Liquidation Trustee shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Involuntary Petition Date through the Effective Date.

**ARTICLE XVII**

**CONCLUSION AND RECOMMENDATION  
OF THE DEBTOR AND COMMITTEE**

**THE DEBTOR AND THE COMMITTEE BOTH BELIEVE THAT CONFIRMATION AND CONSUMMATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT IS IN THE BEST INTERESTS OF CREDITORS AND HOLDERS OF EQUITY INTERESTS AND THAT THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD BE CONFIRMED. THE DEBTOR AND COMMITTEE ALSO BELIEVE THAT CONFIRMATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT IS PREFERABLE TO ALL OTHER ALTERNATIVES BECAUSE IT WILL PROVIDE RECOVERIES TO CREDITORS IN EXCESS OF THOSE WHICH WOULD OTHERWISE BE AVAILABLE IF THE CHAPTER 11 CASE WAS DISMISSED OR CONVERTED TO A CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE. THE DEBTOR AND COMMITTEE STRONGLY RECOMMEND THAT ALL CREDITORS RECEIVING A BALLOT VOTE IN FAVOR OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.**

Dated: February 22, 2018

**CS MINING, LLC**

By: /s/ David McMullin  
Name: David McMullin  
Title: President and CEO

**PROVINCE INC.**

By: /s/ Peter Kravitz  
Name: Peter Kravitz  
Title:  
Debtor's Chief Liquidation Officer

**EXHIBIT A**

**LIQUIDATION ANALYSIS**



**LIQUIDATION ANALYSIS - SUBMITTED IN CONNECTION WITH THE COMBINED PLAN AND DISCLOSURE  
STATEMENT OF CS MINING, LLC**

NOTE: THE AMOUNTS PRESENTED ARE ESTIMATES AND ARE BASED UPON THE ASSUMPTIONS NOTED. ACTUAL RESULTS COULD VARY MATERIALLY FROM WHAT IS PRESENTED

Pursuant to section 1129(a)(7) of the Bankruptcy Code (often identified as the "best interests test"), Holders of Allowed Claims must either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Plan's assumed Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code ("Chapter 7" and, the case thereunder, the "Chapter 7 Case" and, the trustee appointed thereunder, the "Chapter 7 Trustee").

In determining whether the best interests test has been met, the first step is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors' assets under Chapter 7. The Debtor has prepared this hypothetical liquidation analysis (the "Liquidation Analysis") in connection with the Combined Plan and Disclosure Statement. The Liquidation Analysis reflects the estimated cash proceeds, net of liquidation-related costs that would likely be available to the Debtor's creditors if the Debtor was to be liquidated under Chapter 7 as an alternative to continued operation of the Debtor's business. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan. The Liquidation Analysis is based upon the assumptions discussed herein and in the Combined Plan and Disclosure Statement. All capitalized terms not defined in this Liquidation Analysis have the meanings ascribed to them in the Combined Plan and Disclosure Statement.

**UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTOR, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY, LITIGATION AND COMPETITIVE UNCERTAINTIES, AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTOR. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTOR WAS, IN FACT, LIQUIDATED UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, AND ACTUAL RESULTS COULD MATERIALLY DIFFER FROM THE RESULTS SET FORTH HEREIN.**

**General Assumptions:**

This Liquidation Analysis assumes the Chapter 7 conversion and liquidation of the Debtor. The Liquidation Analysis assumes hypothetically that the Debtor's Chapter 11 Case is converted to a Chapter 7 Case on March 1, 2018 (the "Hypothetical Conversion Date").

**Asset Recovery Assumptions:**

The assumptions, as described, are based on the Company's balance sheet as of December 31, 2017. The Liquidation Analysis assumes a range of recoveries for the Company's assets, with a low and high hypothetical values and the Debtor's best business case judgment of the outcomes for different recoveries of assets.

**NOTES TO LIQUIDATION ANALYSIS**

1. Cash On Hand as of February 6, 2018.
2. Chapter 7 scenario assumes Trustee expenses between \$25,000 and \$40,000 per month for twelve (12) months and 3% of Net Asset Recovery.
3. Statutory Fees include but are not limited to US Trustee Fees. It is assumed that a Chapter 7 case will accrue higher fees due to a longer pendency of the case.
4. Administrative claims primarily relate to amounts accrued between the involuntary petition date and the subsequent Relief Date. The Debtor believes a portion of the filed claims to be misclassified and overstated, including an administrative claim of Beaver County Utah related to (5) below.
5. The real and personal property tax claims of Beaver County Utah are unliquidated and disputed. The Debtor believes that a substantial amount of this debt is based on unrealistic and unsupported valuation estimates. Proceedings under 11 U.S.C. §505 may need to be initiated by the Debtor or the Liquidation Trustee to resolve these issues if a satisfactory resolution cannot be negotiated. The amounts stated in the attached liquidation analysis are on the upper end of what the Debtor believes to be owed, and should not be considered as admissions against interest by the Debtor or the Liquidation Trustee.

**CS MINING LIQUIDATION ANALYSIS**

Chapter 11 Plan of Liquidation v. Chapter 7 Liquidation

	Under Proposed Plan			Chapter 7 Scenario			
	Low	High	Mid	Low	High	Mid	Note
ASSETS							
Cash on Hand (as of 02/06/2018)	9,500	9,500	9,500	9,500	9,500	9,500	1
Other Proceeds and Recoveries							
Deposits/ Other Monetary Recoveries	-	-	-	-	-	-	
Fiduciary Litigation	-	-	-	-	-	-	
Asset Sales / Other Dispositions	-	-	-	-	-	-	
Avoidance Actions	-	-	-	-	-	-	
Total Proceeds	9,500	9,500	9,500	9,500	9,500	9,500	
LIABILITIES							
Post Confirmation Costs and Expenses							
Liquidating Trustee Monthly Fee	60	60	60	-	-	-	
Liquidating Trust Expenses	50	10	30	-	-	-	
Liquidation Trust Legal Fees	500	300	400	-	-	-	
Chapter 7 Trustee Monthly Fees & Expenses				480	300	390	2
Chapter 7 Commissions	-	-	-	285	285	285	
Chapter 7 Legal Fees	-	-	-	1,000	750	875	
Support from Chapter 11 Professionals	-	-	-	500	300	400	
Statutory Fees and Expenses	100	75	88	180	125	153	3
Administrative/Priority Claims in Chapter 11 Case							
Administrative Claims	2,430	1,425	1,928	2,430	1,425	1,928	4
Professional Fees and Holdbacks	1,250	750	1,000	1,250	750	1,000	
Priority Tax Claims	1,473	1,449	1,461	1,473	1,449	1,461	5
503(b)(9) Claims	-	-	-	-	-	-	
Proceeds Available for Secured and Priority Claims	3,637	5,432	4,535	1,902	4,117	3,010	
Class 1(a) Non-Tax Priority Claims	39	-	20	39	-	20	
Class 1(b) WARN Act Claims	1,100	1,100	1,100	1,100	1,100	1,100	
Class 2(a) WUMI Deficiency Claim	-	-	-	-	-	-	
Class 2(b) Waterloo Deficiency Claim	-	-	-	-	-	-	
Class 2(c ) Skye Prepetition Secured Claim	-	-	-	-	-	-	
Class 2(d) Other Prepetition Secured Claims	-	-	-	-	-	-	
Class 2(e) Prepetition Secured Equipment Loan Claims	-	-	-	-	-	-	
Proceeds Available for General Unsecured Creditors	2,498	4,332	3,415	763	3,017	1,890	
Unsecured Claims	22,841	16,252	19,547	22,841	16,252	19,547	
Total General Unsecured Claims	22,841	16,252	19,547	22,841	16,252	19,547	
Percentage Return to Creditors	11%	27%	17%	3%	19%	10%	

**EXHIBIT B**

**LIQUIDATION TRUST AGREEMENT**

## **LIQUIDATION TRUST AGREEMENT**

THIS LIQUIDATION TRUST AGREEMENT (the “Agreement”) is entered into this \_ day of February, 2018, by and among CS Mining, LLC (the “Debtor”); the Official Committee of Unsecured Creditors of the Debtor (the “Committee”); and Peter Kravitz, in his capacity as the Liquidation Trustee (the “Liquidation Trustee”) of the Liquidation Trust (defined below) (collectively, the “Parties” and, each, a “Party”).

### **W I T N E S S E T H:**

WHEREAS, on June 2, 2016 (the “Petition Date”), an involuntary bankruptcy petition was filed against the Debtor under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Utah, Central Division (the “Bankruptcy Court”), thereby commencing the Debtor’s chapter 11 case, Case No. 16-24818 (WTT) (the “Chapter 11 Case”);

WHEREAS, the Debtor filed the Debtor’s Combined Disclosure Statement and Chapter 11 Plan of Liquidation [**Docket No. \_\_\_\_**] (as amended, modified, or supplemented, the “Plan”) with the Bankruptcy Court;

WHEREAS, on February \_\_\_\_, 2018, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”) [**Docket No. \_\_\_\_**];

WHEREAS, the Plan provides, among other things, for the establishment of a liquidation trust (the “Liquidation Trust”) for the benefit of its Liquidation Trust Beneficiaries (as defined in the Plan) and for the appointment of the Liquidation Trustee as the trustee and manager of the Liquidation Trust;

WHEREAS, the Liquidation Trustee has agreed to act as trustee under this Agreement for purposes herein provided;

WHEREAS, the Liquidation Trust is established for the sole purpose of administering Liquidation Trust Assets (as defined in the Plan) and implementing the Liquidation Trust Functions (as defined herein), in accordance with Treasury Regulations Section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business;

WHEREAS, the Liquidation Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) that is treated as a “grantor trust” for federal and applicable state income tax purposes;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, pursuant to the Plan, the Parties do hereby covenant and agree as follows:

## ARTICLE I

### Definitions; Interpretive Rules

1.1. Terms Defined in Plan. Any capitalized term used and not defined herein shall have the meaning assigned to it in the Plan.

1.2. Interpretive Rules. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) references to “Articles”, “Sections”, and other subdivisions, without reference to a particular document, are to be designated Articles, Sections, and other subdivisions of this Agreement; (b) the use of the term “including” means “including but not limited to”; and (c) the words “herein”, “hereof”, “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular provision (unless otherwise specified). The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The singular shall include the plural and the plural the singular, when the context so requires, and the feminine, the masculine, and the neuter genders shall be mutually inclusive. Wherever the conjunctive (e.g., “and”) is used herein, it shall also be read as if phrased in the disjunctive (e.g., “or”), and vice versa.

## ARTICLE II

### Establishment of the Liquidation Trust, Appointment of the Liquidation Trustee

2.1. Establishment of Liquidation Trust. Pursuant to the Plan and this Agreement, the Parties hereby establish the Liquidation Trust, effective as of the Effective Date. Peter Kravitz is hereby appointed as the Liquidation Trustee, effective as of the Effective Date, and hereby accepts such appointment. Upon the Effective Date, and pursuant to sections 1141(b) and (c) of the Bankruptcy Code and the Plan, all assets of the Debtor and its Estate (except as otherwise provided herein or in the Plan or Confirmation Order) shall be transferred to and shall vest in the Liquidation Trust, in each case free and clear of all Claims, Liens, encumbrances, charges, and other interests. Pursuant to section 1123(b)(3) of the Bankruptcy Code and the terms of the Plan, the Liquidation Trust shall retain and shall have the exclusive right, in its discretion, to enforce against any Person any and all Causes of Action, *provided, however*, that the Committee shall continue to retain, and shall have the exclusive right, in its discretion, to enforce, litigate or settle the Fiduciary Litigation (and the Causes of Action comprising this litigation shall not be transferred to the Liquidation Trust), *provided, further*, that the net proceeds of the Fiduciary Litigation shall be transferred by the Committee to the Liquidation Trust for Distribution to Holders of Allowed Claims in accordance with the Plan and this Agreement, after payment of all costs, fees and expenses of the Fiduciary Litigation. On the Effective Date and automatically and without further action, the Liquidation Trustee will have full power and authority as the trustee of the Liquidation Trust in accordance with the Plan and this Agreement. On and after the Effective Date, the Liquidation Trustee, on behalf of the Liquidation Trust, will take any and all actions as he believes may be necessary, desirable or appropriate with respect to the Liquidation Trust, subject to the terms of the Plan and this Agreement. The Liquidation Trust is organized and established as a trust for the benefit of the Liquidation Trust Beneficiaries and is intended to qualify as a liquidating trust within the

meaning of Treasury Regulation 301.7701-4(d). In accordance with Treasury Regulation 301.7701-4(d), the initial sole Liquidation Trust Beneficiaries of the Liquidation Trust will, as set forth in the Plan, be the Holders of Allowed Claims that are entitled to a Distribution under the Plan, solely to the extent that such Claims have not been paid in full. The Liquidation Trust will not be deemed a successor-in-interest of the Estate for any purpose other than as specifically set forth in the Plan and this Agreement. This Agreement, and the Liquidation Trust created pursuant to the Plan and this Agreement, are hereby declared to be irrevocable, and the Debtor shall not have any right at any time to withdraw any of the property held hereunder or to revoke, annul, or cancel the Liquidation Trust in whole or in part, or to alter, amend, or modify this Agreement in any respect. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order and Plan, in that order, shall govern

2.2. Vesting of Estate Assets, Free and Clear of Liens. Upon the Effective Date, and as more fully set forth herein, the Liquidation Trust will be vested with all right, title, and interest in the Liquidation Trust Assets (excluding the Fiduciary Litigation to be retained by the Committee but including the right to any net proceeds of the Fiduciary Litigation), and such property will become the property of the Liquidation Trust free and clear of all Claims, Liens, charges, other encumbrances, and interests, except as set forth in the Plan and this Agreement, and the Debtor, the Post-Effective Date Debtor, Liquidation Trustee and Committee shall take all actions necessary to effectuate and assist the transfer of the Liquidation Trust Assets from the Debtor to the Liquidation Trust.

2.3. Trust Name. The trust created hereby shall be known as the “Liquidation Trust of CS Mining, LLC”, in which name the Liquidation Trustee may, among other things, carry out the Liquidation Trust Functions (as defined herein), conduct the business of the Liquidation Trust, retain counsel and other professionals and pay fees and costs incurred by counsel and other professionals, make and execute contracts on behalf of the Liquidation Trust, sue and be sued on behalf of the Liquidation Trust, and take such other actions as the Liquidation Trustee is authorized to take under the Plan and this Agreement.

### **ARTICLE III**

#### **Liquidation Trust, Purpose, Administration**

3.1. Purpose of the Liquidation Trust. The Liquidation Trust shall be established for the purpose of carrying out the Liquidation Trust Functions (as defined herein) pursuant to this Agreement and the Plan, and liquidating, distributing and resolving claims to the Liquidation Trust Assets, in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Accordingly, the Liquidation Trustee shall, in an expeditious but orderly manner, carry out the Liquidation Trust Functions pursuant to this Agreement and the Plan, liquidate and convert the Liquidation Trust Assets to Cash, make timely Distributions and not unduly prolong the duration of the Liquidation Trust.

3.2. Retention of Professionals. The Liquidation Trustee will have authority to retain, on behalf of the Liquidation Trust, any counsel, financial advisors, claims agent, auditors, or other such professionals or other service providers and advisors as he deems appropriate at all

times. The Liquidation Trust may select any of the foregoing professionals in his sole discretion, and prior employment in any capacity in the Chapter 11 Case on behalf of the Debtor, its Estate, or the Committee shall not preclude the Liquidation Trust's retention of such professionals.

3.3. Retention of Debtor Privileges. In connection with the vesting and transfer of the Liquidation Trust Assets to the Liquidating Trust any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust shall vest in the Liquidation Trust. The Debtor, the Post-Effective Date Debtor and the Liquidation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities. For the avoidance of doubt, if after the Effective Date it is later determined that any of the assets transferred to the Liquidation Trust are assets purchased by Tamra in the Sale, the Liquidation Trust shall use its reasonable best efforts to convey such assets to Tamra.

3.4. Management of Liquidation Trust Assets. After the Effective Date, all property of the Liquidation Trust shall be managed and administered by the Liquidation Trustee in a manner reasonably designed to maximize values. Except as provided herein or under the Plan with respect to the Fiduciary Litigation, the Liquidation Trust is authorized to prosecute, compromise, resolve, settle or abandon the Causes of Action for the benefit of Litigation Trust Beneficiaries without further order of the Bankruptcy Court. If the Liquidation Trustee, in consultation with the Liquidation Trust Advisory Board, decides not to sell any non-Cash asset or property, or if such asset or property cannot, in the Liquidation Trustee's judgment and in consultation with the Liquidation Trust Advisory Board, be sold or liquidated in a commercially reasonable manner prior to the Final Distribution Date, the Liquidation Trustee shall have the right to abandon or otherwise dispose of such property without the prior approval of the Bankruptcy Court. Absent willful misconduct, intentional misconduct, gross negligence or fraud in connection therewith, no party-in-interest shall have a cause of action against either the Liquidation Trustee, the Liquidation Trust, the Debtor, the Post-Effective Date Debtor, the Chief Wind-Down Officer or their respective directors, officers, employees, consultants, trustees or professionals arising from or related to the disposition of non-Cash property in accordance with this section of the Agreement.

3.5. Liquidation Trust Functions.

The Liquidation Trustee shall, subject to the terms of this Agreement and the Plan and subject to the oversight and direction of the Liquidation Trust Advisory Board as provided herein and in the Plan, have the authority to, among other things, implement and carry out the following functions of the Liquidation Trust: (a) establishing Claims Reserves, including a Disputed Claims Reserve, and investing Cash; (b) selling or otherwise liquidating non-Cash Liquidation Trust Assets; (c) retaining and paying professionals and others providing advice or services to the Liquidation Trust as necessary to carry out the purposes of the Liquidation Trust, without need of further Court approval or notice; (d) preparing and filing tax returns for the Liquidation Trust; (e) the maintenance of books and records, including preparing and filing reports and other documents necessary to administer, conclude and close the Chapter 11 Case; (f) objecting to, reconciling, seeking to subordinate, compromising or settling any or all Claims and administering and effectuating Distributions on account of Allowed Claims; (g) evaluating, filing, litigating, settling, or otherwise pursuing or resolving any Causes of Action (except for the



Fiduciary Litigation to be retained by the Committee, the net proceeds of which shall be transferred to the Liquidation Trust as provided herein and under the Plan), all without the need for further Court approval or notice; (h) abandoning Liquidation Trust Assets that cannot be sold or distributed economically; (i) making interim and final Distributions of Liquidation Trust Assets (after payment of or reserve for all Liquidation Trust expenses) to the Liquidation Trust Beneficiaries pursuant to this Agreement and the Plan; (j) winding up the affairs of the Liquidation Trust and the Debtor and dissolving those Entities under applicable law; (k) destroying records; and (l) such other responsibilities as may be vested in the Liquidation Trustee pursuant to the Plan, this Agreement (including Section 5.5 of this Agreement) or a Bankruptcy Court order, or as may be necessary and proper to carry out the provisions of the Plan or this Agreement (collectively, "Liquidation Trust Functions").

3.6. Liquidation Trust Advisory Board. The Liquidation Trust Advisory Board shall consist of three (3) Persons and be formed on or before the Effective Date. Two (2) of the members of the Liquidation Trust Advisory Board shall be designated by the Committee, in consultation with the Debtor, and one (1) member of the Liquidation Trust Advisory Board shall be designated by the Debtor. In the event that any member of the Liquidation Trust Advisory Board shall resign or otherwise cease to be a member of the Liquidation Trust Advisory Board (a "Departing Member"), the Chairperson of the Liquidation Trust Advisory Board may appoint a successor member to the Liquidation Trust Advisory Board to replace the Departing Member; in the event that the Departing Member last served as the Chairperson of the Liquidation Trust Advisory Board, the remaining member of the Liquidation Trust Advisory Board first designated by the Committee (or any successor or such member) shall automatically become the temporary Chairman of the Liquidation Trust Advisory Board, with the power to appoint a successor member to such Departing Member.

The initial members of the Liquidation Trust Advisory Board shall be identified through a filing with the Bankruptcy Court on or before the Effective Date. In the event that no one is willing to serve on the Liquidation Trust Advisory Board after its formation or there shall have been no Liquidation Trust Advisory Board for a period of thirty (30) consecutive days, then the Liquidation Trustee may, during such vacancy, and thereafter, ignore any reference in the Plan, this Agreement or the Confirmation Order to the Liquidation Trust Advisory Board, and all such references in the Plan, this Agreement or the Confirmation Order shall permanently be null and void and the Liquidation Trustee shall, in his sole discretion, be permitted to perform any and all Liquidation Trust Functions without further oversight, direction or approval of any Liquidation Trust Advisory Board and without any further order of the Bankruptcy Court. Any deadlock in a vote by the members of the Liquidation Trust Advisory Board may be broken by a vote by the Liquidation Trustee. The Liquidation Trust Advisory Board shall monitor and oversee the Liquidation Trustee, and all liquidation, distribution and other activities required in connection with management of the Liquidation Trust Assets. The members of the Liquidation Trust Advisory Board shall not be paid for their services except for reimbursement of actual and reasonable out of pocket expenses incurred by such members. Except as otherwise expressly set forth in the Plan, the Confirmation Order or this Agreement, so long as the Liquidation Trust Advisory Board remains in existence, the Liquidation Trustee shall at all times take direction from the Liquidation Trust Advisory Board and shall not make any material decision (a "Material Liquidation Trust Decision") absent approval of the Liquidation Trust Advisory Board.

3.7. Material Liquidation Trust Decisions. Subject to the oversight and monitoring of the Liquidation Trust Advisory Board and consistent with any specific directions given by the Liquidation Trust Advisory Board, the Liquidation Trustee shall have the authority, in the discretion of Liquidation Trustee, to perform all Liquidation Trust Functions without first obtaining the specific authority to do so from the Liquidation Trust Advisory Board, including, without limitation: (a) performing or effectuating any and all of the day-to-day functions and activities of the Liquidation Trust, including establishing any accounts and investing any Cash of the Liquidation Trust; (b) retaining, directing, and compensating any professionals or other Persons or Entities retained by the Liquidation Trust to accomplish the purposes of the Liquidation Trust and paying any required fees or expenses of the Liquidation Trust; (c) preparing and filing tax returns for the Liquidation Trust; (d) preparing and filing any required reports or other information or documents of or for the Liquidation Trust including any reports or documents required by the Bankruptcy Court; (e) investigating any Claims, Causes of Action (except for the Fiduciary Litigation to be retained by the Committee, the net proceeds of which shall be transferred to the Liquidation Trust as provided herein and under the Plan) or any other Liquidation Trust Assets; (f) reconciling or objecting to (or seeking to estimate or subordinate) any Disputed Claims; (g) filing, commencing and litigating any Causes of Action (aside from the Fiduciary Litigation); (h) establishing any Claims Reserves for Disputed Claims or any other reserves of any kind that are either required by the Plan or this Agreement or that the Liquidation Trustee believes are reasonably necessary to effectuate the purposes of the Liquidation Trust; (i) winding up the affairs of the Liquidation Trust and the Debtor and dissolving those Entities under applicable law and pursuant to the Plan and this Agreement; (j) the maintenance of books and records, preparing and filing reports and other documents necessary to administer, conclude and close the Chapter 11 Case, and the destruction of any records of the Debtor or the Liquidation Trust which the Liquidating Trustee has concluded are not needed in connection with the function of the Liquidation Trust or the obligations of the Liquidation Trustee; (k) settling, compromising or resolving any Claims, Causes of Action or other matter or dispute that does not involve the making of any Material Liquidation Trust Decision; (l) the resolution, settlement or compromise of any Disputed Claim by the Liquidation Trust that falls within Authorized Disputed Claim Settlement Parameters (as defined below); (m) the resolution, settlement or compromise of any Cause of Action by the Liquidation Trust that falls within Authorized Cause of Action Settlement Parameters (as defined below); (n) any other action, matter, task or decision that the Liquidation Trustee is permitted to undertake or make pursuant to the Plan or this Agreement (including the items identified in Section 5.5 of this Agreement), except to the extent that doing so would involve the making of any Material Liquidation Trust Decision (as specifically provided below); and (o) any other action, matter, task, decision or Liquidation Trust Function that the Liquidation Trust Advisory Board has informed the Liquidation Trustee is not a Material Liquidation Trust Decision or has given the Liquidation Trustee the authority to perform or effectuate without further approval of the Liquidation Trust Advisory Board.

Notwithstanding the foregoing, the following shall each be considered a Material Liquidation Trust Decision: (a) any action, matter, task, decision or Liquidation Trust Function that: (i) the Liquidation Trust Advisory Board has informed the Liquidation Trustee is a Material Liquidation Trust Decision requiring approval of the Liquidation Trust Advisory Board; or (ii) the Liquidation Trust Advisory Board has informed the Liquidation Trustee that he may not perform or effectuate without further approval of the Liquidation Trust Advisory Board; (b) the

making of any interim or final Distributions of any Liquidation Trust Assets to any Liquidation Trust Beneficiaries (after payment of or reserve for all Liquidation Trust expenses) in accordance with this Agreement or the Plan; (c) the sale, disposition, or abandonment of any Liquidation Trust Assets (including Causes of Action transferred to the Liquidation Trust) other than de Minimis assets (as the term “de Minimis” may be determined by the Liquidation Trust Advisory Board in consultation with the Liquidation Trustee and, as used herein); (d) the resolution, settlement or compromise of any Disputed Claim by the Liquidation Trust that falls outside any approved settlement/resolution parameters (the “Authorized Disputed Claim Settlement Parameters”) established by the Liquidation Trust Advisory Board (in consultation with the Liquidation Trustee) for which any Disputed Claim may be resolved, settled or compromised without approval of the Liquidation Trust Advisory Board; and (e) the resolution, settlement or compromise of any Cause of Action by the Liquidation Trust (with the exception of the Fiduciary Litigation) that falls outside any settlement/resolution parameters (the “Authorized Cause of Action Settlement Parameters”) established by the Liquidation Trust Advisory Board (in consultation with the Liquidation Trustee) for which any Cause of Action may be resolved, settled or compromised without approval of the Liquidation Trust Advisory Board.

3.8. Expenses of the Liquidation Trust. The Liquidation Trust Assets will be used to pay all liabilities, costs and expenses of the Liquidation Trust, including compensation then due and payable to the Liquidation Trustee, his agents, representatives, professionals and employees and all costs, expenses, and liabilities incurred by the Liquidation Trustee in connection with the performance of his duties. The reasonable fees and expenses of the Liquidation Trustee and his counsel and agents will be paid from the Liquidation Trust Assets, without need of Bankruptcy Court approval.

3.9. Transfer Taxes. Any transfer of the Liquidation Trust Assets to the Liquidation Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax to the extent permitted under section 1146(a) of the Bankruptcy Code.

3.10. Federal Income Tax Treatment of the Liquidation Trust. The Liquidation Trust will be established for the sole purpose of distributing the Liquidation Trust Assets, and any proceeds therefrom, in accordance with Treasury Regulation section 301.7701-4(d) and Revenue Procedure 94-45, with no objective to continue or engage in the conduct of a trade or business. The Liquidation Trust is intended to qualify as a liquidating trust for U.S. federal income tax purposes. All Liquidating Trust Beneficiaries and others parties-in-interest must treat the transfer of the portion of the Liquidation Trust Assets attributable to the Liquidation Trust Beneficiaries as a transfer of such assets directly to the Liquidation Trust Beneficiaries. Consistent therewith, all Liquidating Trust Beneficiaries and others parties-in-interest must treat the Liquidation Trust as a grantor trust of which the Liquidation Trust Beneficiaries are the owners and grantors. Subject to the terms of this Agreement, the value of a Liquidation Trust Beneficiary’s Allowed Claim shall be the value of such Liquidation Trust Beneficiary’s interest in the Liquidation Trust, and the Liquidation Trust Beneficiaries and the Liquidation Trustee must consistently use this valuation for all U.S. federal income tax purposes, including for determining gain, loss or tax basis.

3.11. Reserve. The Liquidation Trust shall establish a Disputed Claims Reserve on account of Disputed Claims. The Liquidation Trust may, for U.S. federal income tax

purposes (and, to the extent permitted by law, for state and local income tax purposes), (i) make an election pursuant to Treasury Regulation section 1.468B-9 to treat the Disputed Claims Reserve as a “disputed ownership fund” within the meaning of that section, (ii) allocate taxable income or loss to the Disputed Claims Reserve, with respect to any given taxable year (but only for the portion of the taxable year with respect to which such Claims are Disputed), and (iii) distribute assets from the Disputed Claims Reserve as, when, and to the extent, such Disputed Claims cease to be Disputed, whether by virtue of becoming Allowed or otherwise resolved. The Liquidation Trust Beneficiaries shall be bound by such election, if made by the Liquidation Trustee, and as such shall, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), report consistently therewith.

3.12. Incorporation of Plan. The Plan, as confirmed by the Confirmation Order, is hereby incorporated into this Agreement and made a part hereof by this reference.

## ARTICLE IV

### Debtor; Corporate Action; Winding-Up of Affairs

4.1. Post-Effective Date Corporate Existence of Debtor. The Chief Wind-Down Officer and any successor thereto (including without limitation any other designated officer or trustee or representative of the Pre-Effective Date Debtor) is authorized and empowered to effect the dissolution of the Post-Effective Date Debtor after the Effective Date. On the Effective Date, upon cancellation of the Equity Interests, the Liquidation Trustee shall become the sole managing member of the Post-Effective Date Debtor, without the need for any further corporate, member or shareholder action. The foregoing actions are pursuant to Section 303 of Delaware General Corporation Law or other applicable law of the states in which the Debtor is organized, without any requirement of further action by the stockholders, directors, members, managers, or partners of the Debtor or Post-Effective Date Debtor.

4.2. Corporate Action. All matters provided for under the Plan or this Agreement that would otherwise require approval of the stockholders, directors, members, managers or partners of the Debtor or Post-Effective Date Debtor, including (i) the effectiveness of the certificates of incorporation and by-laws of the Post-Effective Date Debtor, and (ii) the election or appointment, as the case may be, of directors and officers of the Post-Effective Date Debtor are deemed to have occurred and will be in effect from and after the Effective Date pursuant to Section 303 of the Delaware General Corporation Law or other applicable law of the states in which the Debtor is organized, without any requirement of further action by the stockholders, directors, members, managers, or partners of the Debtor or Post-Effective Date Debtor. On the Effective Date, or as soon thereafter as is practicable, the Post-Effective Date Debtor shall, if required, file its amended certificate of incorporation with the Secretary of State of the state in which the Entity is (or will be) incorporated, in accordance with the applicable general corporation law of that state.

4.3. Officer, Board of Managers of Post-Effective Date Debtor. On the Effective Date, the board of managers of the Post-Effective Date Debtor shall be comprised solely of the Chief Wind-Down Officer. Effective as of the Effective Date, members of the CSM Board serving in such capacities prior to the Effective Date, in their capacities as such, shall have

no continuing obligations to the Post-Effective Date Debtor on or after the Effective Date. Effective as of the Effective Date, the sole officer of the Post-Effective Date Debtor shall be the Chief Wind-Down Officer.

4.4. Payment of Wind-Down Expenses. Wind-Down Expenses of the Post-Effective Date Debtor shall be paid by the Liquidation Trustee from the Liquidation Trust Assets.

4.5. Cancellation of Existing Securities and Agreements. On the Effective Date, any document, agreement or instrument evidencing any Claim against or Equity Interest in the Debtor shall be deemed cancelled without further act or action under any applicable agreement, law, regulation, order, or rule, and the obligations of the Debtor under such documents, agreements, or instruments evidencing such Claims and Equity Interests, as the case may be, shall be discharged.

4.6. Dissolution of the Debtor. Upon completion of the Debtor's final tax return by the Chief Wind-Down Officer and the entry of a final decree closing the Chapter 11 Case, the Debtor shall be deemed dissolved for all purposes in accordance with applicable state law.

## ARTICLE V

### Duties, Rights and Powers of Liquidation Trustee

5.1. Status of the Liquidation Trustee. The Liquidation Trustee, acting on behalf of the Liquidation Trust, shall be the "representative of the estate" as that phrase is used in Section 1123(b)(3)(B) of the Bankruptcy Code with respect to the rights and powers granted in this Agreement and in the Plan and Confirmation Order. Except as otherwise set forth in the Plan, Confirmation Order or this Agreement, the Liquidation Trust shall be the successor-in-interest to the Debtor with respect to all Liquidation Trust Assets, including all Causes of Action that were or could have been commenced by the Debtor or the Estate prior to the Effective Date and shall be deemed substituted for the same as the party in such action. Except as otherwise set forth in the Plan, Confirmation Order or this Agreement, all actions, claims, rights or interests constituting Liquidation Trust Assets are preserved and retained and may be enforced by the Liquidation Trust as the representative of the Debtor and/or the Estate pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code. Except as otherwise set forth in the Plan, Confirmation Order or this Agreement, the Liquidation Trust shall be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction and shall be the only party to have standing to file, prosecute, settle, or compromise all Liquidation Trust Assets, including all Causes of Action (except the Fiduciary Litigation to be retained and prosecuted by the Committee). Further, for the avoidance of any doubt, the Liquidation Trustee may bring or assert Claims under any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies, as insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators or similar officials, as those terms are used in the policies, *provided, however*, that nothing herein shall preclude or limit the Committee's rights with respect to the Fiduciary Litigation or any insurance policies covering or otherwise pertaining to any claims asserted in the Fiduciary Litigation, *provided, however*, that all net proceeds of the Fiduciary

Litigation, whether derived from insurance policies or otherwise, shall be transferred by the Committee to the Liquidation Trust.

5.2. Duties of the Liquidation Trustee. Except as provided in this Agreement, the Plan or the Confirmation Order and subject to the rights of, and the Liquidation Trustee's duties with respect to, the Liquidation Trust Advisory Board, the Liquidation Trustee shall have the exclusive right and duty to administer and liquidate the Liquidation Trust Assets, file, prosecute, litigate, compromise, settle, and abandon Causes of Action assigned and delivered to the Liquidation Trust, pursue and oversee the objections to and resolution of Claims and related processes, collect all income, make Distributions to the Liquidation Trust Beneficiaries from the Liquidation Trust Assets, and make payments to other parties, all as provided in this Agreement, the Plan, and the Confirmation Order.

5.3. Standard of Care. The Liquidation Trustee shall exercise his rights and powers vested in him by this Agreement and use reasonable business judgment in his exercise of his duties. Subject to applicable law, the Liquidation Trustee shall not be liable to the Liquidation Trust or any Liquidation Trust Beneficiary for any act he may do or omit to do as a Liquidation Trustee while acting in good faith and in the exercise of his reasonable business judgment. The foregoing limitation on liability will apply equally to the agents, professionals, accountants, attorneys, and/or employees of the Liquidation Trustee acting on behalf of the Liquidation Trustee in the fulfillment of the Liquidation Trustee's duties hereunder.

5.4. Bond. The Liquidation Trustee shall not be required to post a bond.

5.5. Liquidation Trustee's Rights and Powers. Subject to Section 12.6 of this Agreement, the Liquidation Trustee shall act on behalf of the Liquidation Trust and, except as otherwise provided for under the Plan and this Agreement, shall be vested with all rights, powers, privileges, and benefits afforded to the Debtor's Estate and/or a "trustee" under Sections 704 and 1106 of the Bankruptcy Code, including, without limitation, the attorney-client and work product privileges, and he shall be vested with any such rights, powers, privileges and benefits of the Debtor and its Estate, including the right to assert the attorney-client privilege or any other privilege of and on behalf of the Debtor and Estate, and the right to enforce contracts, and assert claims, defenses, offsets and privileges. The Liquidation Trustee shall have all the powers and authority set forth herein and in the Plan and Confirmation Order necessary to effect the disposition, orderly liquidation, and/or distribution of all Liquidation Trust Assets and proceeds thereof. As of the Effective Date, subject to the rights of, and the duties of the Liquidation Trustee to, the Liquidation Trust Advisory Board, and further subject to the rights of the Committee with respect to the Fiduciary Litigation, the rights and powers of the Liquidation Trustee shall include, subject to the limitations set forth in the Plan, Confirmation Order and this Agreement, the right and power, without further Bankruptcy Court approval, to:

(a) Liquidate or otherwise reduce to Cash the Liquidation Trust Assets in accordance with the Plan and this Agreement;

(b) Settle, resolve and object to Claims, and file, prosecute, compromise and settle Causes of Action assigned and delivered to the Liquidation Trust, whether or not the Causes of Action have been commenced prior to the Effective Date, and the

Liquidation Trustee shall be substituted as the real party in interest in any such action or objection by or against the Debtor or the Committee;

(c) Make the payments provided for in the Plan and Section 7.1 hereof, including payments from any Disputed Claims Reserve and Distributions to the Liquidation Trust Beneficiaries;

(d) Seek an estimation of contingent or unliquidated Claims under Section 502(c) of the Bankruptcy Code;

(e) Determine, satisfy, object to, and estimate any and all claims or liabilities created, incurred or assumed by the Liquidation Trust;

(f) Invest the Liquidation Trust Assets as set forth in Section 5.14 herein;

(g) Establish, maintain and administer a reserve for payment of the expenses of the Liquidation Trust;

(h) Maintain and administer the Cash in the Liquidation Trust;

(i) Pay and satisfy from the Liquidation Trust Assets all Allowed Claims and Liquidation Trust expenses, including professional fees and expenses, and all fees due pursuant to Section 1930 of Chapter 123 of Title 28 of the United States Code until such time as the Bankruptcy Court enters a final decree closing the Chapter 11 Case;

(j) Enforce, carry out, and comply with the terms of the Plan, Confirmation Order, and this Agreement;

(k) Enforce, carry out and perform the Liquidation Trustee's duties and Liquidation Trust Functions under this Agreement and the Plan;

(l) Sell at public or private sale, or exchange, transfer, or convey, on such terms and conditions, and at such time or times as the Liquidation Trustee shall determine, any or all of the Liquidation Trust Assets; and to that end, grant options, make contracts, retain brokers, and sign, seal, acknowledge, and deliver any and all proper deeds, or other instruments of conveyance or transfer thereof; and delegate to an attorney-in-fact the power to execute all documents necessary to accomplish a sale, lease, transfer, or exchange of such property;

(m) Obtain and maintain such space, facilities, equipment, supplies and personnel as shall be reasonably necessary for the performance of the Liquidation Trustee's duties hereunder and under the Plan and Confirmation Order;

(n) Retain counsel or special counsel, financial advisors or accountants, and employ other individuals in connection with the administration of the Liquidation Trust or the liquidation of the Liquidation Trust Assets, and pay all reasonable and necessary costs of any litigation directly or indirectly involving the Debtor, the Estate, the Post-Effective Date Debtor, the Chief Wind-Down Officer or the Liquidation Trust Assets;

(o) Prepare and deliver written statements or notices, quarterly or otherwise, required by law or by the terms of this Agreement to be delivered to Liquidation Trust Beneficiaries;

(p) When all Disputed Claims filed against the Debtor have become Allowed Claims or have been disallowed by Final Order, and all of the Liquidation Trust Assets have been liquidated and distributed in accordance with the Plan and this Agreement, seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules;

(q) If at any time the Liquidation Trustee determines, in reliance upon such professionals as the Liquidation Trustee may retain, that the expense of administering the Liquidation Trust so as to make a final Distribution to the Liquidation Trust Beneficiaries is likely to exceed the value of the assets remaining in the Liquidation Trust, the Liquidation Trustee shall apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to close the Chapter 11 Case, (ii) donate the balance to a charitable organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code that is unrelated to the Liquidation Trust and the Liquidation Trustee, and (iii) close the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules;

(r) Hold legal title to any and all rights of the Liquidation Trust Beneficiaries in or arising from the Liquidation Trust or Liquidation Trust Assets;

(s) Execute and file any and all documents, regulatory filings and transfer applications, and take any and all other actions related to, or in connection with, the liquidation of the Liquidation Trust, the exercise of the Liquidation Trustee's powers granted herein and the enforcement of any and all instruments, contracts, agreements, claims, or causes of action relating to the Liquidation Trust or the Liquidation Trust Assets, except as provided herein and under the Plan with respect to the Fiduciary Litigation;

(t) Open and maintain bank accounts and deposit funds, draw checks and make disbursements in accordance with this Agreement and the Plan;

(u) If necessary, prepare and file, or have prepared and filed, any and all tax and information returns with respect to the Liquidation Trust treating the Liquidation Trust as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations and pay taxes properly payable by the Liquidation Trust, if any, and make distributions to Liquidation Trust Beneficiaries net of any such taxes;

(v) In the event the Liquidation Trustee determines that any of the Liquidation Trust Beneficiaries may, will or has become subject to adverse tax consequences, take such actions that in his reasonable discretion will, or are intended to, alleviate such adverse tax consequences, such as dividing the Liquidation Trust Assets into several trusts or other structures and/or paying certain Liquidation Trust Beneficiaries in a manner different than that originally contemplated hereunder (but not otherwise inconsistent with the provisions of this Agreement or the Plan), provided, however, the Liquidation Trustee shall be under no obligation to take any such actions;



(w) Withhold from the amount allocable, payable or distributable to any Entity such amount as may be sufficient or required to pay any tax or other charge which the Liquidation Trust has determined, in his reasonable discretion, is required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof, and to pay or deposit such withheld tax with the appropriate governmental authority. In the exercise of his discretion and judgment, the Liquidation Trustee may enter into agreements with taxing or other governmental authorities for the payment of such amounts as may be withheld in accordance with the provisions hereof;

(x) Seek any relief from or resolution of any disputes concerning the Plan, the Liquidation Trust, or the Liquidation Trust Assets by the Bankruptcy Court or any other court with proper jurisdiction;

(y) Appear and participate in any proceeding before the Bankruptcy Court or any other court with proper jurisdiction with respect to any matter regarding or relating to this Agreement, the Plan, Confirmation Order, Liquidation Trust, or the Liquidation Trust Assets;

(z) Review and object to professional fee claims; and

(aa) Take such other actions as shall be necessary to implement the Plan, Confirmation Order, and the terms of this Agreement, wind down the affairs of the Liquidation Trust and effect the closing of the Chapter 11 Case, carry out the Liquidation Trust Functions and related obligations, exercise his and the Liquidation Trust's rights in accordance with and subject to the Plan and Confirmation Order, and perform all of the duties, responsibilities and obligations as set forth in this Agreement.

5.6. Limitations on Liquidation Trustee. For U.S. federal income tax purposes, the Liquidation Trustee shall not be authorized to engage in any trade or business with respect to the Liquidation Trust Assets or any proceeds therefrom except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust. The Liquidation Trustee shall take such actions consistent with the prompt orderly liquidation of the Liquidation Trust Assets as required by applicable law and consistent with the treatment of the Liquidation Trust as a liquidating trust under Treasury Regulations Section 301.7701-4(d), to the extent such actions are permitted by this Agreement. The Liquidation Trustee shall, on behalf of the Liquidation Trust, hold the Liquidation Trust out as a trust in the process of liquidation and not as an investment company. The Liquidation Trustee shall not become a market-maker for the interests of Liquidation Trust Beneficiaries or otherwise attempt to create a secondary market for such interests. The Liquidation Trustee shall be restricted to the liquidation of the Liquidation Trust Assets on behalf, and for the benefit, of the Holders of Allowed Claims and the distribution and application of Liquidation Trust Assets for the purposes set forth in, and the conservation and protection of the Liquidation Trust Assets and the administration thereof in accordance with, the provisions of this Agreement, the Plan and the Confirmation Order.

5.7. Estimation of Claims. The Liquidation Trustee may (but is not required to) at any time request that the Bankruptcy Court estimate any contingent Claim or Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code for any reason, regardless of whether

an objection was previously filed with the Bankruptcy Court with respect to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Liquidation Trustee may pursue supplementary proceedings to object to the allowance of such Claim. The Liquidation Trustee is further authorized to file a proof of Claim as provided under Section 501(c) of the Bankruptcy Code.

5.8. Limitations on the Liquidation Trustee's Liabilities. The Liquidation Trustee, or any of his respective professionals, including accountants, financial advisors, and legal advisors, shall not be responsible and shall not have any liability whatsoever to any Person for any loss or liability that the Debtor, the Estate, the Post-Effective Date Debtor, the Chief Wind-Down Officer or the Liquidation Trust may sustain or incur, except as otherwise provided in Section 5.12 of this Agreement.

5.9. Selection of Agents, Advisors, and Professionals. The Liquidation Trustee may select and employ, and determine compensation for, any professionals, including accountants, financial advisors, legal advisors, brokers, consultants, custodians, investment advisors, asset services, auditors, and other agents, as the Liquidation Trustee deems necessary (collectively, the "Trustee Professionals") to assist him carrying out his duties, with the reasonable fees and expenses of such professionals to be paid by the Liquidation Trust. Subject to the Plan and this Agreement, the Liquidation Trustee may pay the salaries, fees, and expenses of such Persons or firms out of the Liquidation Trust Assets. The Liquidation Trustee shall not be liable for any loss to the Debtor, the Estate, the Post-Effective Date Debtor, the Chief Wind-Down Officer, or the Liquidation Trust or any Person interested therein, including Liquidation Trust Beneficiaries, by reason of any mistake or default of any Trustee Professional.

5.10. Signature. As of the Effective Date of the Plan, the Liquidation Trustee shall have the signature power and authority on behalf of the Liquidation Trust to (a) open and close accounts with any banking, financial or investment institution; (b) make deposits and withdrawals of cash and other property into or from any such account; (c) make or endorse checks with respect to any such account; and (d) effectuate purchases and sales of securities and give security purchase and sale orders to brokers or any other third parties, and the exercise of such power and authority shall be deemed to be authorized by and to represent the decision of the Liquidation Trustee then entitled to make such decision.

5.11. Maintenance of Register. The Liquidation Trustee shall at all times maintain or cause to be maintained a register of the Liquidation Trust Beneficiaries, which shall include the names and addresses of each Liquidation Trust Beneficiary, the amount of each Liquidation Trust Beneficiary's Allowed Claim(s), and the amounts paid to each Liquidation Trust Beneficiary by the Liquidation Trust.

5.12. Liability of Liquidation Trustee.

(a) Liability; Indemnification. The Liquidation Trustee, the Trustee Professionals, and the Liquidation Trustee's agents and servants, shall not in any way be liable for any acts or omissions to act except by reason of their bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing in the performance of their duties under the Plan, Confirmation Order, or this Agreement. The Liquidation Trust shall indemnify the Liquidation Trustee, the Trustee Professionals, and the Liquidation Trustee's agents and servants and hold them harmless from and against any and all liabilities, expenses, claims, damages and losses incurred by them as a direct result of actions taken or omissions to act by them in such capacity or otherwise related to this Agreement or the Liquidation Trust. The Liquidation Trust shall indemnify and hold harmless any Entity who was, or is, a party, or is threatened to be made a party, to any pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Entity is or was the Liquidation Trustee, a Trustee Professional, or the Liquidation Trustee's agent or servant, against all costs, expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Entity in connection with such action, suit or proceeding, or the defense or settlement of any claim, issue or matter therein, to the fullest extent permitted by applicable law, unless such costs and expenses, judgments, fines or amounts paid in settlement are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Entity's bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing in the performance of their duties under the Plan, Confirmation Order, or this Agreement. Costs or expenses incurred by any Entity entitled to the benefit of the provisions of this Section 5.12 in defending any such action, suit or proceeding may be paid by the Liquidation Trust in advance of the institution or final disposition of such action, suit or proceeding, if authorized by the Liquidation Trustee, subject to providing an undertaking to repay all such advanced amounts if it is subsequently determined that such Entity is not entitled to indemnification under this Section 5.12. Any dispute regarding such indemnification of the Liquidation Trustee shall be resolved only by the Bankruptcy Court, which shall retain jurisdiction over matters relating to the indemnification provided under this Section 5.12. The Liquidation Trustee may in his discretion purchase and maintain insurance on behalf of any Entity who is or was a beneficiary of this provision. Promptly after receipt by an indemnified party or parties (the "Indemnified Party") of notice of any claim, or notice of commencement of any action, suit, or proceeding by an Entity other than the Liquidation Trustee, in respect of which the Indemnified Party may seek indemnification from the Liquidation Trust pursuant to this Section 5.12, the Indemnified Party, if not the Liquidation Trust, shall notify the Liquidation Trustee of such claim, action, suit or proceeding and shall thereafter promptly convey all further communications and information in respect thereof to the Liquidation Trustee. If the Indemnified Party is the Liquidation Trustee, the Liquidation Trustee shall notify the Bankruptcy Court of such claim, action, suit, or proceeding and shall thereafter promptly convey all further communications and information in respect thereof to the Bankruptcy Court. The Liquidation Trustee shall, if he so elects, have sole control at the expense of the Liquidation Trust over the contest, settlement, adjustment, or compromise of any claim, action, suit, or proceeding in respect of which this Section 5.12 requires that the Liquidation Trust indemnify the Indemnified Party. If the Liquidation Trustee is the Indemnified Party, he shall obtain the written approval of Bankruptcy Court before settling, adjusting, or compromising any claim, action suit, or proceeding in respect of which this Section 5.12 requires

that the Liquidation Trust indemnify the Indemnified Party. The Indemnified Party shall cooperate with the reasonable requests of the Liquidation Trustee in connection with such contest, settlement, adjustment, or compromises, provided that (i) the Indemnified Party may, if it so elects, employ counsel at its own expense to assist in (but not control) the handling of such claim, action, suit, or proceeding, (ii) the Liquidation Trustee shall obtain the prior written approval of the Indemnified Party before entering into any settlement, adjustment, or compromise of such claim, action, suit, or proceeding, or ceasing to defend against such claim, action, suit, or proceeding, if pursuant thereto or as a result thereof, injunctive or other relief would be imposed upon the Indemnified Party, and (iii) the Indemnified Party shall obtain the prior written approval of the Liquidation Trustee, or, if the Liquidation Trustee is the Indemnified Party, the prior written approval of the Bankruptcy Court, before entering into any settlement, adjustment or compromise of such claim, action, suit, or proceeding, or ceasing to defend against such claim, action, suit, or proceeding, and no such settlement, adjustment, or compromise shall be binding on the Liquidation Trust without such approval.

(b) Exculpation Relating to the Liquidation Trust. No Holder of a Claim or Equity Interest or any other party-in-interest will have, or otherwise pursue, any claim or cause of action against the Liquidation Trustee, the Liquidation Trust or the employees or professionals thereof (solely in the performance of their duties), for making payments and Distributions in accordance with the Plan or for fulfilling any functions incidental to implementing the provisions of this Plan or this Agreement, except for any acts or omissions to act that are the result of bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self- dealing.

(c) No Liability for Acts of Predecessor. No successor Liquidation Trustee shall be in any way responsible for the acts or omissions of any Liquidation Trustee in office prior to the date on which such Person becomes a Liquidation Trustee, nor shall he be obligated to inquire into the validity or propriety of any such act or omission, unless such successor Liquidation Trustee expressly assumes such responsibility. Any successor Liquidation Trustee shall be entitled to accept as conclusive any final accounting and statement of the Liquidation Trust Assets furnished to such successor Liquidation Trustee by such predecessor Liquidation Trustee and shall further be responsible only for those Liquidation Trust Assets included in such statement.

(d) No Implied Obligations. The Liquidation Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, in the Plan and Confirmation Order, and no other or further covenants or obligations shall be implied into this Agreement. The Liquidation Trustee shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations, or warranties herein or in any documents or instrument evidencing or otherwise constituting a part of the Liquidation Trust Assets. The Liquidation Trustee makes no representations as to the value of the Liquidation Trust Assets or any part thereof, nor as to the validity, execution, enforceability, legality, or sufficiency of this Agreement; and the Liquidation Trustee shall incur no liability or responsibility with respect to any such matters.

(e) Reliance by Liquidation Trustee on Documents or Advice of Counsel or Other Entities. Except as otherwise provided herein, the Liquidation Trustee may

rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, and other paper or document reasonably believed to be genuine and to have been signed or presented by the proper party or parties, and shall have no liability or responsibility with respect to the form, execution, or validity thereof. None of the provisions hereof shall require the Liquidation Trustee to expend or risk his own funds or otherwise incur financial liability or expense in the performance of any duties hereunder.

(f) No Personal Obligation for Debtor's Liabilities. Liquidation Trust Beneficiaries, Holders of Claims, Holders of Equity Interests, or other Persons dealing with the Liquidation Trustee in his capacity as Liquidation Trustee within the scope of this Agreement shall look solely to the Liquidation Trust Assets to satisfy any liability incurred by the Liquidation Trustee to such Person in carrying out the terms of this Agreement, and the Liquidation Trustee shall have no personal or individual obligation to satisfy any such liability.

5.13. Establishment of Trust Accounts. The Liquidation Trustee may establish or cause to be established and maintained any accounts needed in connection with the purposes of the Liquidation Trust (the "Trust Accounts"). Such accounts shall be maintained only at FDIC insured financial institutions and shall bear a designation clearly indicating that the funds deposited therein are held for the benefit of the Liquidation Trust.

5.14. Investment of Cash. Cash in the Trust Accounts and any other amounts contemplated by this Agreement shall be maintained in United States dollars or shall be invested by the Liquidation Trustee in (i) direct obligations of, or obligations guaranteed by, the United States of America, (ii) obligations of any agency or corporation that is or may hereafter be created by or pursuant to an act of Congress of the United States of America as an agency or instrumentality thereof, or (iii) such other obligations or instruments as may from time to time be permitted under Section 345 of the Bankruptcy Code; provided that the Liquidation Trustee may, to the extent necessary to implement the provisions of the Plan and this Agreement, deposit moneys in demand deposits, time accounts or checking accounts at any banking institution or trust company having combined capital stock and surplus in excess of \$100,000,000 based upon its most recently available audited financial statements, regardless of whether such investments and deposits are insured or as otherwise provided in Section 5.13 above; provided further, that in all cases, investments by the Liquidation Trustee in accordance with this Section 5.14 shall be made only in such investments that a liquidating trust, within the meaning of Treasury Regulations Section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. Such investments shall mature in such amounts and at such times as the Liquidation Trustee, in his discretion, shall deem appropriate to provide funds when needed to transfer funds in accordance with the Plan and Confirmation Order, make payments to the Trust Accounts or make Distributions in accordance with this Agreement and the Plan and Confirmation Order. The Liquidation Trust may not retain Cash or Cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the Liquidation Trust Assets in liquidation or maintain or fund an adequate and sufficient reserve.

5.15. Tax Returns. From and after the Effective Date, to the extent required, the Liquidation Trustee shall be responsible for the preparation and filing of any and all federal and state tax returns or other filings as required by law to be filed on behalf of the Liquidation Trust.

Such returns shall be consistent with the treatment of the Liquidation Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) that is a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations.

5.16. Compensation for Liquidation Trustee. The Liquidation Trustee shall be paid fair and reasonable compensation, in an amount equal to \$5,000.00 per month and 2.0% of gross litigation recoveries. The Liquidation Trustee shall also be entitled to reasonable and actual out-of-pocket expenses, to be paid monthly from the Liquidation Trust Assets, pursuant to Section 5.18 and related provisions of this Agreement.

5.17. Reimbursements. The Liquidation Trustee, any agents or consultants employed pursuant to this Agreement and Trustee Professionals shall be reimbursed from the Liquidation Trust Assets for all reasonable out-of-pocket expenses incurred in the performance of their duties hereunder in addition to any compensation received pursuant to Section 5.18 and related provisions of this Agreement.

5.18. Reimbursement of the Liquidation Trustee's and Trustee Professionals' Fees and Expenses. Pursuant to the terms of the Plan, Confirmation Order, and this Agreement, the Liquidation Trustee may pay from the Liquidation Trust Assets all reasonable fees and expenses incurred in connection with the duties and actions of the Liquidation Trustee, including, but not limited to, fees and expenses of any Trustee Professionals retained under this Agreement, fees and expenses to pay insurance, taxes and other expenses arising in the ordinary course of business in maintaining, liquidating, disposing of, and distributing the Liquidation Trust Assets and compensation to the Liquidation Trustee.

## ARTICLE VI

### Liquidation Trust Beneficiaries

6.1. Identification of Liquidation Trust Beneficiaries. The Liquidation Trust is created for the benefit of the Liquidation Trust Beneficiaries (as that term is defined in the Plan). The Liquidation Trust Beneficiaries shall each have an undivided beneficial interest in the Liquidation Trust Assets ("Beneficial Interest") in accordance with the Plan.

6.2. Rights of Liquidation Trust Beneficiaries. Each Liquidation Trust Beneficiary shall be entitled to participate in the rights due to a Beneficiary hereunder and in the Plan. Each Liquidation Trust Beneficiary shall take and hold its Beneficial Interest subject to all of the terms and provisions of this Agreement and the Plan. The Beneficial Interests shall not be certificated. No Liquidation Trust Beneficiary shall have legal title to any part of the Liquidation Trust Assets. The interest of a Liquidation Trust Beneficiary is in all respects personal property, and upon the death, insolvency or incapacity of an individual Liquidation Trust Beneficiary, such Liquidation Trust Beneficiary's Beneficial Interest shall pass to the legal representative of such Liquidation Trust Beneficiary. A Liquidation Trust Beneficiary shall have no title to, or any right to possess, manage or control, the Liquidation Trust Assets, or any portion thereof or interest therein, except as expressly provided herein. No surviving spouse, heir, or devisee of any deceased Liquidation Trust Beneficiary shall have any right of dower, homestead or inheritance, or of partition, or any other right, statutory or otherwise, in the Liquidation Trust

Assets, but the whole title to all the Liquidation Trust Assets shall be vested in the Liquidation Trustee and the sole interest of the Liquidation Trust Beneficiaries shall be the rights and benefits provided to such Persons under this Agreement and the Plan.

## **ARTICLE VII**

### **Distributions**

7.1. Distributions under the Plan. Subject to the terms of the Plan and the Confirmation Order, distributions by the Liquidation Trust under the Plan shall be made as follows:

(a) Distributions to be made on account of Claims that are Allowed Claims as of the Effective Date or become Allowed Claims thereafter shall be made by the Liquidation Trustee pursuant to the terms and conditions of the Plan. Notwithstanding any other provision of the Plan to the contrary, no Distribution shall be made on account of any Allowed Claim or portion thereof that: (i) has been satisfied after the Involuntary Petition Date; (ii) is listed in the Schedules as contingent, unliquidated, Disputed or in a zero amount, and for which a proof of Claim has not been timely filed; or (iii) is evidenced by a proof of Claim that has been amended by a subsequently filed proof of Claim.

(b) Distributions to be made by the Liquidation Trust may be made by any Person(s) designated or retained to serve as the disbursing agent(s) without the need for any further order of the Bankruptcy Court.

(c) The Liquidation Trustee shall be authorized, in his discretion, to delay Distributions to any Liquidation Trust Beneficiaries or otherwise determine reasonable distribution dates for such holders, including, without limitation, based upon the status and progress of the liquidation of Liquidation Trust Assets, the total number of and/or asserted Claim amounts of Disputed Claims, and any other relevant factors.

7.2. Distribution Record Date. 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 Distribution Record Date will be treated as the Holders of those Claims for all purposes. The Liquidation Trustee shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any Distribution with respect to any Claim, the Liquidation Trustee shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the filed proof of Claim or on the Schedules as the Holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that are actually known to the Liquidation Trustee as of the Distribution Record Date or are filed with the Bankruptcy Court.

7.3. Distributions on Account of Disputed Claims. Except as otherwise provided in the Plan, by Final Order or as agreed by the relevant parties, Distributions on account of Disputed Claims that become Allowed after the Effective Date will be made by the Liquidation Trustee at such periodic intervals as the Liquidation Trust determine to be reasonably prudent.

7.4. No Distributions Pending Allowance. Notwithstanding anything herein to the contrary: (a) no Distribution will be made with respect to any Disputed Claim until such Claim becomes an Allowed Claim, and (b) unless determined otherwise by the Liquidation Trustee, no Distribution will be made to any Person that holds both (i) an Allowed Claim and (ii) a Disputed Claim until such Person's Disputed Claim has been resolved by settlement or Final Order.

7.5. Objections to and Resolution of Claims. Except as to applications for allowance of compensation and reimbursement of expenses under sections 330, 331 and 503 of the Bankruptcy Code, the Liquidation Trustee, on and after the Effective Date, shall have the exclusive right to make and file objections to Claims asserted against the Debtor or the Post-Effective Date Debtor. The Liquidation Trustee shall have the exclusive right to file objections and/or motions to estimate any and all Claims after the Effective Date. The Liquidation Trustee shall have the authority to compromise, settle, or otherwise resolve or withdraw any objections, without approval of the Bankruptcy Court.

7.6. Objection Deadline. On and after the Effective Date, the Liquidation Trustee shall be entitled to file objections to all Claims, including Administrative Expense Claims and Supplemental Administrative Expense Claims, that are otherwise not deemed Allowed Claims or interests, including Claims listed on the Debtor's Schedules, under the Plan, Disputed Claims, or otherwise. Any objections to Claims shall be served and filed on or before the later of (i) 180 days after the Effective Date or (ii) such later date as may be fixed by the Bankruptcy Court after reasonable notice and opportunity to object.

7.7. No Distribution Pending Allowance. Notwithstanding any other provision of the Plan, no payment or Distribution of Cash or other property shall be made with respect to any portion of a Disputed Claim unless and until all objections to such Claim are resolved by Final Order or as otherwise permitted by the Plan and such Disputed Claim has become an Allowed Claim.

7.8. Estimation. The Post-Effective Date Debtor or Liquidation Trustee may, at any time, request that the Bankruptcy Court estimate any contingent or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor or Liquidation Trustee has previously objected to such Claim. In the event the Bankruptcy Court estimates any contingent or Disputed Claim, the estimated amount may constitute a maximum limitation on such Claim, as determined by the Bankruptcy Court. Notwithstanding this, the Post-Effective Date Debtor or Liquidation Trustee may elect to pursue any supplemental proceedings to object to the allowance and payment of such Claim. All of the aforementioned Claims objection and estimation procedures are cumulative and not exclusive of one another.

7.9. Late Claims and Amendment to Claims After the Confirmation Date. Except as provided herein or otherwise agreed, any and all Holders of proofs of Claim filed after the Bar Date, shall not be treated as Creditors for purposes of Distribution pursuant to Bankruptcy Rule 3003(c)(2) unless on or before the Confirmation Date such late Claim has been deemed timely filed by a Final Order. After the Confirmation Date, a proof of Claim may not be filed or amended without the authorization of the Bankruptcy Court.



7.10. Disputed Claims Reserve.

(a) On any date that Distributions are to be made under the terms of the Plan, the Liquidation Trustee shall reserve Cash or property equal to one-hundred percent (100%) of the Cash or property that would be Distributed on such date on account of Disputed Claims as if each such Disputed Claim were an Allowed Claim but for the pendency of a dispute with respect thereto, unless otherwise Ordered by the Bankruptcy Court following notice to the affected Claim Holder. Such Cash or property, as the case may be, shall be held for the benefit of the Holders of all such Disputed Claims pending determination of their entitlement thereto.

(b) The Liquidation Trustee may, in the Liquidation Trustee's sole discretion, determine the best way to report for tax purposes with respect to any reserve for Disputed Claims, including (i) filing a tax election to treat any and all reserves for Disputed General Unsecured Claims as a Disputed Ownership Fund ("DOF") within the meaning of Treasury Income Tax Regulation Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Liquidation Trust or (ii) electing to report as a separate trust or sub-trust or other Entity. If an election is made to report any reserve for disputed claims as a DOF, the Liquidation Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due.

7.11. Distribution After Allowance. Except as provided herein, within the later of (i) seven (7) Business Days after such Claim becomes an Allowed Claim and (ii) thirty (30) days after the expiration of the Claims Objection Deadline, the Liquidation Trustee shall distribute all Cash or other property to which a Holder of an Allowed Claim is then entitled.

7.12. Settling Disputed Claims. The Liquidation Trustee will be authorized to settle, or withdraw any objections to, any Disputed Claims following the Effective Date without need for approval of the Bankruptcy Court subject only to the oversight, direction, and, where applicable, approval of, the Liquidation Trust Advisory Board.

7.13. Satisfaction of Subordination Rights and Claims. All Claims against the Debtor and all rights and claims between or among claimholders relating in any manner whatsoever to Claims against the Debtor, based upon any subordination rights shall be deemed satisfied by the Distributions under the Plan, and such subordination rights shall be deemed waived, released, and terminated as of the Effective Date.

7.14. Withholding and Reporting Requirements. In connection with the consummation of the Plan, the Liquidation Trustee shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such Distribution. The Liquidation Trustee has the right, but not the obligation, not to make a Distribution until such Holder has made satisfactory arrangements for payment of any such tax obligations.

Liquidation Trustee may require, as a condition to receipt of a Distribution, that the Holder of an Allowed Claim complete and return a Form W-8 or W-9, as applicable to each such Holder. If the Liquidation Trustee makes such a request and the Holder fails to comply before the date that is 180 days after the request is made, the amount of such Distribution shall irrevocably revert to the Post-Effective Date Debtor and the right to a Distribution on account of such Claim shall be forfeited.

7.15. Distributions in Cash; Distribution Delivery Addresses. The Liquidation Trustee will make any required Cash payments to the Holders of Allowed Claims by checks drawn on accounts maintained by the Liquidation Trustee or by wire transfer if the circumstances justify, at the option of the Liquidation Trustee. Except as provided herein, Distributions to Holders of Allowed Claims shall be made: (1) at the addresses set forth on the respective proofs of Claim filed by such Holders; (2) at the addresses set forth in any written notices of address changes delivered to the Liquidation Trustee after the date of any related proof of Claim; or (3) at the address reflected in the Schedules if no proof of Claim or is filed and the Liquidation Trustee has not received a written notice of a change of address.

7.16. Allocation of Distributions Between Principal and Interest. To the extent that any such Allowed Claim entitled to a Distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such Distribution shall be allocated to the principal amount (as determined for federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

7.17. Interest on Claims. Unless otherwise specifically provided for in the Plan or the Confirmation Order, or required by applicable bankruptcy law, post-petition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Involuntary Petition Date on any Claim. Interest shall not accrue or be paid upon any Disputed Claim in respect of the period from the Involuntary Petition Date to the date a final Distribution is made thereon, if and after such Disputed Claim becomes an Allowed Claim.

7.18. Unclaimed Distributions. If any Allowed Claim Holder's Distribution is returned as undeliverable, the Liquidation Trustee will take reasonable steps to attempt to deliver the Distribution to the Holder of the Allowed Claim. Any Holder of an Allowed Claim that does not advise the Liquidation Trustee that it has not received its, his or her Distribution within ninety (90) days after the date of attempted Distribution will forfeit Distribution on such Claim against the Debtor or its property. Distributions must be negotiated within ninety (90) days of the date of Distribution. Any Distributions which are undeliverable and unclaimed or have not been cashed within the time periods set forth above shall become available for Distribution to the Holders of Allowed Claims in accordance with the Plan and the Holder of an unclaimed or undeliverable Distribution shall not be entitled to any further Distribution under the Plan.

7.19. Setoff. The Liquidation Trustee shall retain the right to reduce any Claim by way of setoff and recoupment in accordance with the Debtor's books and records.

7.20. Taxes. Pursuant to Section 346(f) of the Bankruptcy Code, the Liquidation Trustee will be entitled to deduct and withhold any federal, state, or local taxes from

any Cash payments made with respect to Allowed Claims. The Liquidation Trustee will be authorized to take all actions necessary to comply with applicable withholding and recording requirements. Notwithstanding anything herein to the contrary, each Holder of an Allowed Claim that has received a Distribution of Cash under the Plan will have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any Governmental Unit, including income, withholding and other tax obligation, on account of such Distribution. For tax purposes, Distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims, with any excess allocated to unpaid accrued interest.

7.21. Legal Proceedings. If any Causes of Action or Avoidance Actions are asserted and if such claims or any other legal proceedings are initiated or prosecuted against any Creditor pursuant to the Plan, Confirmation Order, or this Agreement, or asserted as an objection to any Claim, then notwithstanding anything to the contrary contained in the Plan or Confirmation Order, until such proceeding or contested matter is finally resolved and all payments to the Debtor's Estate required by such resolution have been made, such Creditor shall only receive Distributions under the Plan or Confirmation Order, if at all, to the extent that the Distributions to which such Creditor is otherwise entitled exceed the maximum liability of such Creditor to the Debtor's Estate asserted in such proceedings, *provided, however*, that nothing herein shall prevent the Liquidation Trustee from invoking its rights under section 502(d) of the Bankruptcy Code (or other applicable law) to treat the Claims of any such Creditor as being Disputed and not eligible for a Distribution pending the resolution of, and the Creditor's satisfaction of any liability arising from, such Cause of Action or Avoidance Action.

7.22. De Minimis Distributions. Distributions of fractions of dollars will not be made, but will be rounded to the nearest dollar (up or down), with half dollars being rounded down. The Liquidation Trustee shall not be required to make any Distribution to a Holder of an Allowed Claim of less than fifty dollars (\$50.00) on account of such Allowed Claim. If a Holder of an Allowed Claim would be entitled to receive less than \$50 as of the time of a particular Distribution, but would be entitled to receive more than \$50 in combination with later Distributions, the Liquidation Trustee shall combine such Distribution with later Distributions so that the Holder may eventually be entitled to a Distribution of at least \$50 in value.

7.23. Abandonment. Notwithstanding anything to the contrary in the Plan, if in the Liquidation Trustee's reasonable judgment and in consultation with the Liquidation Trust Advisory Board, any Liquidation Trust Assets cannot be sold or distributed in a commercially reasonable manner or the Liquidation Trustee believes in good faith that such property has inconsequential value to the Liquidation Trust or its Liquidation Trust Beneficiaries or determines to be too impractical to distribute to Liquidation Trust Beneficiaries, the Liquidation Trustee shall have the right to cause the Liquidation Trust to abandon or otherwise dispose of such property, including by donation of such property to the American College of Bankruptcy Foundation.

7.24. Escheatment. Notwithstanding any state escheatment law, any state that was entitled to file a Claim in its own right in connection with claims for property that had been deemed abandoned and had escheated to the state perpetually, but failed to comply with the Bar

Date and file a proof of Claim, will be forever barred from assertion of such Claim against the Debtor and its Estate unless otherwise ordered by the Bankruptcy Court.

7.25. Remaining Cash Available. If in connection with closing the Chapter 11 Case, the available Cash remaining is less than \$10,000, the Liquidation Trustee, in his or her sole discretion, may donate such amount to the American College of Bankruptcy Foundation.

## ARTICLE VIII

### Removal or Resignation of the Liquidation Trustee

8.1. Removal of the Liquidation Trustee. The Liquidation Trustee appointed pursuant to the Plan, Confirmation Order and this Agreement may be removed for “cause” upon order of the Bankruptcy Court after notice and opportunity for a hearing. For purposes of this Agreement, the term “cause” shall mean (a) the Liquidation Trustee’s gross negligence, willful misconduct or willful failure to perform his duties under the Plan, the Confirmation Order and this Agreement, or (b) the Liquidation Trustee’s misappropriation or embezzlement of any Liquidation Trust Assets or the proceeds thereof. If a Liquidation Trustee is removed for cause, such Liquidation Trustee shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under this Agreement or otherwise. If the Liquidation Trustee is removed by the Bankruptcy Court other than for “cause,” or is unwilling or unable to serve (a) by virtue of his inability to perform his duties under this Agreement due to death, illness, or other physical or mental disability, or (b) for any other reason whatsoever other than for “cause,” subject to a final accounting, the Liquidation Trustee shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Liquidation Trustee.

8.2. Resignation of the Liquidation Trustee. The Liquidation Trustee may resign as Liquidation Trustee at any time by giving prior written notice thereof to the Bankruptcy Court (the “Notice”); *provided, however*, that such resignation shall not be effective earlier than thirty (30) days after the date of such Notice, unless an earlier effective date is allowed by the Bankruptcy Court. If the Liquidation Trustee resigns from his position hereunder, subject to a final accounting, he shall be entitled to all accrued unpaid fees, reimbursement, and other compensation to the extent incurred or arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Liquidation Trustee.

8.3. Successor to the Liquidation Trustee. In the event of the resignation, removal or death of the Liquidation Trustee, the Bankruptcy Court or the undersigned chairperson of the Liquidation Trust Advisory Board may designate a disinterested Person to serve as the successor Liquidation Trustee. A notice identifying any proposed successor Liquidation Trustee with an affidavit of disinterestedness from such proposed successor Liquidation Trustee will be filed with the Bankruptcy Court and served on any post-Confirmation service list. The successor Liquidation Trustee, without any further act, will become fully vested with all of the rights, powers, duties, and obligations of his predecessor.

## **ARTICLE IX**

### **Effect of the Agreement on Third Parties**

9.1. There is no obligation on the part of any Person dealing with the Debtor's Estate, the Debtor, the Post-Effective Date Debtor, the Chief Wind-Down Officer, the Liquidation Trustee, or the Trustee Professionals, to see to the application of the money or other consideration paid or delivered to the Liquidation Trustee, or any agent of the Liquidation Trustee, or to inquire into the validity, expediency, or propriety of any such transaction, or the authority of the Liquidation Trustee, or any agent of the Liquidation Trustee, to enter into or consummate the same, except upon such terms as the Liquidation Trustee may deem advisable.

## **ARTICLE X**

### **Waiver**

10.1. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies. Nothing in this Agreement shall prevent the Liquidation Trustee, as he in his sole discretion deems appropriate, from seeking and obtaining: (a) approval from the Liquidation Trust Advisory Board for any decision, task or action which does not require the Liquidation Trustee to make a Material Liquidation Trust Decision; or (b) court approval for any action or decision for which court approval is otherwise not required by this Agreement or applicable law.

## **ARTICLE XI**

### **Termination of the Agreement and Amendment**

11.1. Termination of the Agreement and Dissolution of Liquidation Trust. This Agreement (other than Sections 5.12, 5.18 and related provisions) shall terminate and the Liquidation Trust shall dissolve and terminate and be of no further force or effect upon the earlier to occur of (i) the final Distribution of all monies and other Liquidation Trust Assets in accordance with the terms of this Agreement, the Plan and Confirmation Order and (ii) entry of a Final Order of the Bankruptcy Court terminating and dissolving the Liquidation Trust as provided under the Plan; provided, however, that the Liquidation Trust will terminate no later than the third (3rd) anniversary of the Effective Date, provided, further, that the Liquidation Trustee shall, in his sole discretion, be authorized to extend the dissolution date to the fifth (5th) anniversary of the creation of the Liquidation Trust with prior Bankruptcy Court approval if it is necessary to facilitate or complete the liquidation and distribution of the Liquidation Trust Assets. If warranted by the facts and circumstances involved in resolving any Causes of Action (including the proceeds of any Fiduciary Litigation), upon (i) a favorable ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidation Trust as a grantor trust for federal income tax purposes, and (ii) application to, and if approved by, the Bankruptcy Court upon a finding such further extension is necessary for purposes of resolving such Causes of Action and distributing the proceeds to Liquidation Trust

Beneficiaries, the term of the Liquidation Trust may be further extended by the Liquidation Trustee for a specified, finite term. Notwithstanding the foregoing, the Liquidation Trust shall be automatically terminated in the event that the Chapter 11 Case is converted or dismissed. The Liquidation Trustee will not unduly prolong the duration of the Liquidation Trust and will at all times endeavor to resolve, settle or otherwise dispose of all Claims and the Liquidation Trust Assets, to effect Distributions to Liquidation Trust Beneficiaries in accordance with the terms hereof, the Plan and Confirmation Order and to terminate the Liquidation Trust as soon as practicable in a prompt and timely fashion. In the event that the Liquidation Trustee elects to terminate the Liquidation Trust, he shall provide twenty (20) day's prior notice thereof to the Office of United States Trustee, and file such notice with the Bankruptcy Court and upon such termination, the Liquidation Trustee shall cease to act as the Liquidation Trustee, such that the Liquidation Trustee shall not have any further duties or responsibilities under the Agreement or otherwise.

11.2. Amendment of the Agreement. Except as otherwise set forth herein, any provisions of this Agreement may be amended, modified, terminated, revoked, or altered only in writing by the Liquidation Trustee and pursuant to an Order of the Bankruptcy Court. Notwithstanding this Section 11.2, any amendments to this Agreement shall not be inconsistent with the purpose and intention of the Liquidation Trust to liquidate in an expeditious but orderly manner the Liquidation Trust Assets in accordance with Treasury Regulations Section 301.7701-4(d) and this Agreement.

## ARTICLE XII

### Miscellaneous

12.1. Intention of Parties to Establish the Liquidation Trust. This Agreement is not intended to create, and shall not be interpreted as creating, an association, partnership or joint venture of any kind. It is intended as a trust to be governed and construed in all respects as a trust.

12.2. Filing Documents. A copy of this Agreement and all amendments thereof shall be maintained in an office or residence of the Liquidation Trustee and shall be available for inspection.

12.3. Books and Records.

(a) Other than books and records transferred to Tamra in connection with the Sale, on the Effective Date and on such dates thereafter as the Liquidation Trustee may request, the Debtor shall transfer to the Liquidation Trust all of the books and records of the Debtor in the Debtor's possession, and shall instruct any third parties or professionals possessing such books and records (including computer generated or computer maintained books, records and data, legal and accounting files maintained by any professional of the Debtor and other of the Debtor's books and records maintained by or in the possession of third parties), to turn over or permit access to (at the election of the party to whom the request is made) such books and records as may be reasonably requested by the Liquidation Trustee, provided that the Liquidation Trustee shall only request such books and records or access thereto to the extent reasonably

necessary to the Liquidation Trustee's performance of his duties hereunder, provided, further, that unless otherwise provided in the Plan or this Agreement, the out of pocket expenses of complying with any such request shall not be borne by the party upon whom the request is made, absent agreement to the contrary.

(b) The Liquidation Trust will retain those documents maintained by the Debtor in the ordinary course of business which were not otherwise transferred to Tamra in connection with the Sale. Following the Effective Date, the Liquidation Trustee is authorized to destroy any documents it deems necessary or appropriate in his reasonable judgment; provided, however, that the Liquidation Trustee will not destroy any documents, including but not limited to tax documents that the Liquidation Trust is required to retain under applicable law.

12.4. U.S. Trustee Fees and Post-Confirmation Reports. After the Effective Date, the Liquidation Trust shall pay any statutory fees due for the post-Effective Date period pursuant to 28 U.S.C. § 1930(a)(6) and such fees shall be paid until entry of a final decree or an order converting or dismissing the Chapter 11 Case. After the Effective Date, the Liquidation Trustee will file post-confirmation status reports on a quarterly basis up to the entry of a final decree closing the Chapter 11 Case or as otherwise ordered by the Court.

12.5. Privilege.

(a) Other than the Retained Privileges (defined below), on and subject to the terms of this Agreement and the Plan, all of the Debtor's privileges, immunities and protections (collectively the "Privileges"), including, but not limited to: (i) corporate privileges; (ii) confidential information; (ii) work product protections; (iii) attorney-client privileges; and (iv) any privileges, immunities or protections relating to the Causes of Action or Fiduciary Litigation; in each instance arising on or after the later of (A) two (2) years prior to the Petition Date and (B) the applicable statute of limitations governing any such Cause of Action (but in no event more than six (6) years prior to the Petition Date) (the "Transferred Privileges"), shall be transferred, assigned and delivered to the Liquidation Trust, without waiver, limitation or release, and shall vest with the Liquidation Trust on the Effective Date and be jointly held by the Debtor and the Liquidation Trust on and after the Effective Date; provided, however, that notwithstanding the foregoing, Transferred Privileges do not include Privileges relating in any way to (a) any rights, claims, or causes of action sold to Tamra, and (b) the preparation, filing or prosecution of this Chapter 11 Case; provided further, that to the extent any Privileges (other than Retained Privileges) are jointly held by one or more Debtor and a non-Debtor other than the Liquidation Trust, such Privileges shall not be considered Transferred Privileges and shall not be transferred, assigned and delivered to the Liquidation Trust unless and until the Liquidation Trustee obtains written consent from the non-Debtor holder of such joint privilege.

(b) The Liquidation Trust shall hold and is the beneficiary of all Transferred Privileges and entitled to assert all Transferred Privileges. The Liquidation Trustee, in the exercise of his/her business judgment, may waive any specific Transferred Privilege or Transferred Privileges, provided that such waiver does not constitute a waiver of any other Transferred Privilege or Transferred Privileges and such waiver is in the interests of the Liquidation Trust Beneficiaries.

(c) Notwithstanding the foregoing or anything else in the Plan or otherwise to the contrary, no Privileges other than the Transferred Privileges (all Privileges other than the Transferred Privileges being the “Retained Privileges”) shall be transferred, assigned or delivered to the Liquidation Trust and such Retained Privileges shall not vest with the Liquidation Trust.

12.6. Valuation of the Liquidation Trust Assets. As soon as practicable after the Effective Date, the Liquidation Trustee, in reliance upon such professionals as the Liquidation Trustee may retain, shall make a good faith valuation of the Liquidation Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, as reasonably determined by the Liquidation Trustee in reliance on his professionals, and used consistently by all parties, including, without limitation, the Chief Wind-Down Officer, the Liquidation Trust, the Liquidation Trustee and Liquidation Trust Beneficiaries, for all purposes, including federal income tax purposes.

12.7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

12.8. Severability. If any one or more of the provisions herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions, shall not be in any way impaired or affected. In such event, there shall be added as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. The effective date of the added provision shall be the date upon which the prior provision was held to be invalid, illegal or unenforceable.

12.9. Entire Agreement. This Agreement (including the recitals), the Plan and the Confirmation Order constitute the entire agreement of the parties and there are no representations, warranties, covenants, or obligations except as set forth herein or therein. This Agreement, 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. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order and Plan, in that order, shall govern; provided, however, that the Liquidation Trustee may amend, modify and/or correct the terms hereof to supersede the Plan and/or the Confirmation Order, with the approval of the Bankruptcy Court. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto and their respective heirs, administrators, executors, successors, and assigns any rights or remedies under or by reason of this Agreement.

12.10. Jurisdiction; Venue. Each party hereto irrevocably agrees that any suit, action or proceeding with respect to this Agreement shall be brought in the United States Bankruptcy Court for the District of Utah, and by execution and delivery of this Agreement, each



party (a) irrevocably submits to each such jurisdiction and venue, (b) waives, to the fullest extent permitted by law, any objection that it may have to the laying of the venue of any such suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (c) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which such party is subject by a suit upon such judgment, provided that service of process is effected as otherwise permitted by law.

12.11. Notices. Unless otherwise expressly specified or permitted by the terms hereof, any notice, request, submission, instruction or other document to be given hereunder by a party shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) upon delivery or refusal of delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (c) upon delivery or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

**If to the Liquidation Trustee, addressed as follows:**

Peter Kravitz, Esq.  
Province  
2360 Corporate Circle, Suite 330  
Henderson, Nevada 89074  
Telephone: (702) 685-5555  
Facsimile: (702) 685-5556

With a copy to:

**Debtor's Counsel**

Pepper Hamilton, LLP.  
1313 North Market Street  
Suite 5100  
Wilmington, DE 19801  
Telephone: (302) 777-6500  
Attn: Donald J. Detweiler, Esquire / Francis J. Lawall, Esquire

**Committee Counsel**

Levene, Neale, Bender, Yoo & Brill L.L.P.  
10250 Constellation Boulevard  
Suite 1700  
Los Angeles, CA 90067  
Telephone: (310) 229-1234  
Attn: Martin J. Brill, Esquire / Phillip A. Gasteier, Esquire

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

12.12. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

12.13. Further Assurances. Each Party hereto (and his respective successors and assigns) shall, upon the Liquidation Trustee's reasonable request, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments, and do or cause to be done, such further acts, as may be necessary to carry out the purposes of this Agreement and to vest in the Liquidation Trustee the powers and duties contemplated hereunder.

12.14. Exculpatory Provisions and Survival Thereof. Whether or not expressly therein so provided, any and all exculpatory provisions, immunities and indemnities, and any limitations and negations of liability contained in this Agreement, in each case inuring to the benefit of the Liquidation Trustee, shall survive (i) the termination or revocation of this Agreement, and (ii) as to any person who has served as Liquidation Trustee, the resignation or removal of such person as Liquidation Trustee.

12.15. Conflicts. In the event of any inconsistency between the Plan or Confirmation Order, on the one hand, and this Agreement, on the other, the terms and provisions of the Plan or Confirmation Order shall govern.

12.16. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

12.17. Successors and Assigns. All covenants and agreements contained herein shall, as applicable, be binding upon, and inure to the benefit of the Committee, the Liquidation Trustee and his successors, the Estate and the Debtor and their successors all as herein provided.

12.18. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

LIQUIDATION TRUSTEE:

By: \_\_\_\_\_

DEBTOR AND DEBTORS IN POSSESSION:

By: \_\_\_\_\_

COMMITTEE:

By: \_\_\_\_\_

## **Exhibit 2**

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH, CENTRAL DIVISION**

In re <b>CS MINING, LLC</b> ,  Debtor.	Bankruptcy Case No. 16-24818  (Chapter 11)  Judge William T. Thurman
--	--

**NOTICE OF (I) DEADLINE FOR CASTING VOTES TO ACCEPT OR REJECT THE  
DEBTOR'S FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN  
OF LIQUIDATION, (II) THE HEARING TO CONSIDER CONFIRMATION OF THE  
FIRST AMENDED COMBINED PLAN OF LIQUIDATION AND  
DISCLOSURE STATEMENT AND (III) CERTAIN RELATED MATTERS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On February 15, 2018, the above-captioned debtor and debtor in possession (the “*Debtor*”) filed the Debtor’s First Amended Combined Disclosure Statement and Plan of Liquidation (as may be amended from time to time) (the “*Combined Disclosure Statement and Plan*”) (Docket No. 1116).
2. Pursuant to an Amended Order (Docket No. 1163) entered February 23, 2018 (the “*Conditional Approval and Procedures Order*”), the Bankruptcy Court conditionally approved the Combined Disclosure Statement and Plan for solicitation purposes only.
3. A hearing to consider the confirmation of the Combined Disclosure Statement and Plan (the “*Confirmation Hearing*”) will be held before the Honorable William T. Thurman, United States Bankruptcy Judge, United States Bankruptcy Court, on April 4, 2018 at 3:00 p.m. MT.
4. Objections to confirmation of the Combined Disclosure Statement and Plan, including any objection to the adequacy of the disclosures if any, must: (i) be in writing; (ii) state the name and address of the objecting party and the nature of the claim or equity interest

of such party; and (iii) be filed with the Court and served on: (a) counsel for the Debtor; (b) the United States Trustee; and (c) counsel for the Creditors' Committee, so that they are received no later than 5:00 p.m. MT on March 26, 2018. The Debtor reserves the right to file a consolidated reply to any such objection prior to the confirmation hearing.

5. Pursuant to the Conditional Approval and Procedures Order, the Bankruptcy Court approved the use of certain materials in the solicitation of votes to accept or reject the Combined Disclosure Statement and Plan and certain procedures for the tabulation of votes to accept or reject the Combined Disclosure Statement and Plan. If you are a holder of a claim against the Debtor as of February 22, 2018 (the "**Record Date**") and entitled to vote, you have received with this Notice a ballot form (a "**Ballot**") and instructions for completing the Ballot.

6. For a vote to accept or reject the Combined Disclosure Statement and Plan to be counted, the holder of a Ballot must complete all required information on the Ballot, execute the Ballot and return the completed Ballot in accordance with the instructions so that it is received by 5:00 p.m. MT on March 26, 2018 (the "**Voting Deadline**"). Any failure to follow the instructions included with the Ballot or to return a properly completed Ballot so that it is received by the Voting Deadline may disqualify such Ballot and vote on the Combined Disclosure Statement and Plan. The rules and procedures for the tabulation of the votes are outlined in the Conditional Approval and Procedures Order.

7. If a holder of a claim wishes to challenge the allowance or disallowance of a claim for voting purposes under the Tabulation Procedures (as defined in the Conditional Approval and Procedures Order), such entity must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing such claim in a different amount or classification for

purposes of voting to accept or reject the Combined Disclosure Statement and Plan and serve such motion on the undersigned counsel to the Debtor so that it is received no later than 5:00 p.m. MT on March 19, 2018. The Debtor shall have until 5:00 p.m. MT on March 23, 2018 to file and serve any responses to such motions. Unless the Court orders otherwise, such claim will not be counted for voting purposes in excess of the amount determined in accordance with the Tabulation Procedures.

8. If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought and may enter an order confirming the Combined Disclosure Statement and Plan.

9. Copies of the Combined Disclosure Statement and Plan and the Conditional Approval and Procedures Order are available for review without charge by contacting Debtor's counsel by email (**detweild@pepperlaw.com**) or telephone ((**302**) **777-6524**)), or at: <http://dm.epiq11.com/CSMining>.

Dated: February 26, 2018

CS Mining, LLC

By: /s/ David McMullin, President and CEO

## **Exhibit 3**





February 26, 2018

Re: In re CS Mining, LLC, Chapter 11 Case No. 16-24818.

**To the General Unsecured Creditors of CS Mining, LLC:**

This letter explains why the Official Committee of Creditors Holding Unsecured Claims (the “Committee”) appointed in the Chapter 11 case of CS Mining, LLC (“CS Mining” or the “Debtor”), urges you to vote to **ACCEPT** the enclosed *Debtor’s First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation dated February 22, 2018* (the “Plan and Disclosure Statement”), **WHICH YOU CAN DO BY COMPLETING AND RETURNING THE ENCLOSED PLAN BALLOT SO THAT IT IS RECEIVED BY 5:00 P.M. MT ON MARCH 26, 2018.**

By way of introduction, the Committee’s members are: (i) Robert J. Bayer; (ii) Quality Crushing; (iii) Platicon Composites; (iv) Rollins Construction and Trucking, LLC; (v) Western Explosives Systems Company; and (vi) Wheeler Machinery Company. Robert J. Bayer is the Committee’s chair. Oxbow Sulphur, Inc. resigned from the Committee during the course of the bankruptcy case. The Committee participated in the bankruptcy case with the assistance of experienced bankruptcy counsel (Levene, Neale, Bender, Yoo & Brill L.L.P.).

You are urged to read the enclosed Notice from the Debtor’s attorneys which contains important dates concerning voting and confirmation of the Plan and Disclosure Statement. The Plan and Disclosure Statement has been conditionally approved by the Bankruptcy Court only for use to solicit votes at this time, but must be confirmed by the Bankruptcy Court in order to become effective. You are urged to review the Plan and Disclosure Statement thoroughly because the information contained therein has been vetted by CS Mining’s counsel, the Committee’s counsel, and the Bankruptcy Court to make sure it contains enough information to allow you to make an informed decision regarding the Plan and Disclosure Statement.

Under the Plan and Disclosure Statement, general unsecured claims are classified as Class 3 Claims. The Plan and Disclosure Statement provides that each holder of an allowed Class 3 Claim shall be paid cash equal to: (i) their *pro rata* share of the First GUC Priority Distribution of \$5,000,000 (as defined in the Plan and Disclosure Statement); *plus, if any*, (ii) their *pro rata* share of the distributions payable to all Allowed Class 3 General Claims, the Allowed Class 2(a) Claim and the Allowed Class 2(b) Claims, after the payment of the First GUC Priority Distribution of \$5,000,000. The amounts which will ultimately be available depend on many factors, including the amount of all claims which are ultimately allowed, and whether any additional recoveries can be

February 26, 2018  
Page 2

obtained from causes of action. Because the operating assets of CS Mining were sold during the bankruptcy case, there are no longer any ongoing business revenues to provide a source of recovery. Please refer to the Plan and Disclosure Statement for further information.

**Based on its negotiations with the Debtor and its review of the Plan and Disclosure Statement, the Committee strongly urges all Class 3 unsecured creditors to vote to ACCEPT the Plan and Disclosure Statement. This recommendation is based upon the Committee's belief that confirmation of the Plan and Disclosure Statement is preferable to all other alternatives because it will provide recoveries to unsecured creditors more promptly and in an amount in excess of that which would otherwise be available.**

Once you have read the Plan and Disclosure Statement, you are welcome to make up your own mind. If you have any questions, please feel free to contact the undersigned Committee counsel or the Committee chair, Bob Bayer (at [rjbayer826@gmail.com](mailto:rjbayer826@gmail.com) or (801) 560-9709).

Very truly yours,

LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.



By: \_\_\_\_\_  
Martin J. Brill

## **Exhibit 4**

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH, CENTRAL DIVISION**

In re <b>CS MINING, LLC,</b>  Debtor.	Bankruptcy Case No. 16-24818  (Chapter 11)  Judge William T. Thurman
---	--

**Class 2(a) Ballot For Accepting or Rejecting the  
Debtor's Combined Disclosure Statement and Plan**

This Ballot is submitted to you by the above-captioned debtor and debtor in possession to solicit your vote to accept or reject the Combined Disclosure Statement and Plan, dated February 22, 2018 (the “Combined Disclosure Statement and Plan”). Capitalized terms used in this Ballot not otherwise defined have the meanings given to them in the Combined Disclosure Statement and Plan or the Bankruptcy Court’s Amended Order approving the Combined Disclosure Statement and Plan [Docket No. 1163], entered on February 23, 2018 (the “Conditional Approval and Procedures Order”).

You should review the Combined Disclosure Statement and Plan before you vote. **Copies of the Combined Disclosure Statement and Plan and the Conditional Approval and Procedures Order are available for review without charge by contacting Debtor’s counsel by email (detweild@pepperlaw.com) or telephone ((302) 777-6524).** You may wish to seek legal advice concerning the Combined Disclosure Statement and Plan and your classification and treatment under the Combined Disclosure Statement and Plan.

**If your Ballot is not received by the Balloting Agent on or before 5:00 p.m. (Mountain Time) on March 26, 2018, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Combined Disclosure Statement and Plan.**

If the Combined Disclosure Statement and Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote. To have your vote counted, you must complete, sign and return this Ballot to the Claims and Balloting Agent so that is received by the deadline indicated above at the following address:

<b><u>If by First-Class Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC P.O. Box 4422 Beaverton, OR 97076-4422	<b><u>If by Hand Delivery or Overnight Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC 10300 SW Allen Boulevard Beaverton, OR 97005
---	--

YOU SHOULD CAREFULLY READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH IN ARTICLE VI OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING AND RETURNING THIS BALLOT.

Your claim has been placed in Class 2(a) under the Combined Disclosure Statement and Plan.

**Item 1. Amount of Claim.** The undersigned is a holder of a Class 2(a) WUMI Deficiency Claim in the unpaid principal amount of Dollars:

\$ \_\_\_\_\_

**Item 2. Vote.** The owner of the Claim set forth in Item 1 votes (please check one):

☐ To Accept the Combined Disclosure Statement and Plan

☐ To Reject the Combined Disclosure Statement and Plan

**Item 3. Certifications.** By signing this Ballot, the undersigned certifies that: (a) no other Ballots have been cast with respect to the Claim identified in Item 1, and that to the extent any such Ballots have been cast, such earlier Ballots are hereby revoked; (b) he or she was aware that a copy of the Combined Disclosure Statement and Plan was available for review and to the extent he or she wanted to do so he or she has reviewed the Combined Disclosure Statement and Plan; (c) as the Record Holder of the Claim set forth in Item 1, the undersigned has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan. The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Combined Disclosure Statement and Plan, and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Voter: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security or Tax I.D. No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Tel. Number: \_\_\_\_\_

☐ Check this box if we should replace the preprinted address with the address you have listed above.

## **Exhibit 5**

**IN THE UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF UTAH, CENTRAL DIVISION**

In re <b>CS MINING, LLC,</b>  Debtor.	Bankruptcy Case No. 16-24818  (Chapter 11)  Judge William T. Thurman
---	--

**Class 2(b) Ballot For Accepting or Rejecting the  
 Debtor's Combined Disclosure Statement and Plan**

This Ballot is submitted to you by the above-captioned debtor and debtor in possession to solicit your vote to accept or reject the Combined Disclosure Statement and Plan, dated February 22, 2018 (the “Combined Disclosure Statement and Plan”). Capitalized terms used in this Ballot not otherwise defined have the meanings given to them in the Combined Disclosure Statement and Plan or the Bankruptcy Court’s Amended Order approving the Combined Disclosure Statement and Plan [Docket No. 1163], entered on February 23, 2018 (the “Conditional Approval and Procedures Order”).

You should review the Combined Disclosure Statement and Plan before you vote. **Copies of the Combined Disclosure Statement and Plan and the Conditional Approval and Procedures Order are available for review without charge by contacting Debtor’s counsel by email (detweild@pepperlaw.com) or telephone ((302) 777-6524).** You may wish to seek legal advice concerning the Combined Disclosure Statement and Plan and your classification and treatment under the Combined Disclosure Statement and Plan.

**If your Ballot is not received by the Balloting Agent on or before 5:00 p.m. (Mountain Time) on March 26, 2018, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Combined Disclosure Statement and Plan.**

If the Combined Disclosure Statement and Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote. To have your vote counted, you must complete, sign and return this Ballot to the Claims and Balloting Agent so that is received by the deadline indicated above at the following address:

<b><u>If by First-Class Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC P.O. Box 4422 Beaverton, OR 97076-4422	<b><u>If by Hand Delivery or Overnight Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC 10300 SW Allen Boulevard Beaverton, OR 97005
---	--



YOU SHOULD CAREFULLY READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH IN ARTICLE VI OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING AND RETURNING THIS BALLOT.

Your claim has been placed in Class 2(b) under the Combined Disclosure Statement and Plan.

**Item 1. Amount of Claim.** The undersigned is a holder of a Class 2(b) Waterloo Deficiency Claim in the unpaid principal amount of Dollars:

\$ \_\_\_\_\_

**Item 2. Vote.** The owner of the Claim set forth in Item 1 votes (please check one):

☐ To Accept the Combined Disclosure Statement and Plan

☐ To Reject the Combined Disclosure Statement and Plan

**Item 3. Certifications.** By signing this Ballot, the undersigned certifies that: (a) no other Ballots have been cast with respect to the Claim identified in Item 1, and that to the extent any such Ballots have been cast, such earlier Ballots are hereby revoked; (b) he or she was aware that a copy of the Combined Disclosure Statement and Plan was available for review and to the extent he or she wanted to do so he or she has reviewed the Combined Disclosure Statement and Plan; (c) as the Record Holder of the Claim set forth in Item 1, the undersigned has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan. The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Combined Disclosure Statement and Plan, and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Voter: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security or Tax I.D. No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Tel. Number: \_\_\_\_\_

☐ Check this box if we should replace the preprinted address with the address you have listed above.

## **Exhibit 6**

**IN THE UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF UTAH, CENTRAL DIVISION**

In re <b>CS MINING, LLC</b> ,  Debtor.	Bankruptcy Case No. 16-24818  (Chapter 11)  Judge William T. Thurman
--	--

**Class 2(c) Ballot For Accepting or Rejecting the  
 Debtor's Combined Disclosure Statement and Plan**

This Ballot is submitted to you by the above-captioned debtor and debtor in possession to solicit your vote to accept or reject the Combined Disclosure Statement and Plan, dated February 22, 2018 (the “Combined Disclosure Statement and Plan”). Capitalized terms used in this Ballot not otherwise defined have the meanings given to them in the Combined Disclosure Statement and Plan or the Bankruptcy Court’s Amended Order approving the Combined Disclosure Statement and Plan [Docket No. 1163], entered on February 23, 2018 (the “Conditional Approval and Procedures Order”).

You should review the Combined Disclosure Statement and Plan before you vote. **Copies of the Combined Disclosure Statement and Plan and the Conditional Approval and Procedures Order are available for review without charge by contacting Debtor’s counsel by email (detweild@pepperlaw.com) or telephone ((302) 777-6524).** You may wish to seek legal advice concerning the Combined Disclosure Statement and Plan and your classification and treatment under the Combined Disclosure Statement and Plan.

**If your Ballot is not received by the Balloting Agent on or before 5:00 p.m. (Mountain Time) on March 26, 2018, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Combined Disclosure Statement and Plan.**

If the Combined Disclosure Statement and Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote. To have your vote counted, you must complete, sign and return this Ballot to the Claims and Balloting Agent so that is received by the deadline indicated above at the following address:

<b><u>If by First-Class Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC P.O. Box 4422 Beaverton, OR 97076-4422	<b><u>If by Hand Delivery or Overnight Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC 10300 SW Allen Boulevard Beaverton, OR 97005
---	--

YOU SHOULD CAREFULLY READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH IN ARTICLE VI OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING AND RETURNING THIS BALLOT.

Your claim has been placed in Class 2(c) under the Combined Disclosure Statement and Plan.

**Item 1. Amount of Claim.** The undersigned is a holder of a Class 2(c) SMP Prepetition Secured Claim in the unpaid principal amount of Dollars:

\$ \_\_\_\_\_

**Item 2. Vote.** The owner of the Claim set forth in Item 1 votes (please check one):

☐ To Accept the Combined Disclosure Statement and Plan

☐ To Reject the Combined Disclosure Statement and Plan

**Item 3. Certifications.** By signing this Ballot, the undersigned certifies that: (a) no other Ballots have been cast with respect to the Claim identified in Item 1, and that to the extent any such Ballots have been cast, such earlier Ballots are hereby revoked; (b) he or she was aware that a copy of the Combined Disclosure Statement and Plan was available for review and to the extent he or she wanted to do so he or she has reviewed the Combined Disclosure Statement and Plan; (c) as the Record Holder of the Claim set forth in Item 1, the undersigned has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan. The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Combined Disclosure Statement and Plan, and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Voter: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security or Tax I.D. No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Tel. Number: \_\_\_\_\_

☐ Check this box if we should replace the preprinted address with the address you have listed above.

## **Exhibit 7**

**IN THE UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF UTAH, CENTRAL DIVISION**

In re <b>CS MINING, LLC</b> ,  Debtor.	Bankruptcy Case No. 16-24818  (Chapter 11)  Judge William T. Thurman
--	--

**Class 2(d) Ballot For Accepting or Rejecting the  
 Debtor's Combined Disclosure Statement and Plan**

This Ballot is submitted to you by the above-captioned debtor and debtor in possession to solicit your vote to accept or reject the Combined Disclosure Statement and Plan, dated February 22, 2018 (the “Combined Disclosure Statement and Plan”). Capitalized terms used in this Ballot not otherwise defined have the meanings given to them in the Combined Disclosure Statement and Plan or the Bankruptcy Court’s Amended Order approving the Combined Disclosure Statement and Plan [Docket No. 1163], entered on February 23, 2018 (the “Conditional Approval and Procedures Order”).

You should review the Combined Disclosure Statement and Plan before you vote. **Copies of the Combined Disclosure Statement and Plan and the Conditional Approval and Procedures Order are available for review without charge by contacting Debtor’s counsel by email (detweild@pepperlaw.com) or telephone ((302) 777-6524).** You may wish to seek legal advice concerning the Combined Disclosure Statement and Plan and your classification and treatment under the Combined Disclosure Statement and Plan.

**If your Ballot is not received by the Balloting Agent on or before 5:00 p.m. (Mountain Time) on March 26, 2018, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Combined Disclosure Statement and Plan.**

If the Combined Disclosure Statement and Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote. To have your vote counted, you must complete, sign and return this Ballot to the Claims and Balloting Agent so that is received by the deadline indicated above at the following address:

<b><u>If by First-Class Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC P.O. Box 4422 Beaverton, OR 97076-4422	<b><u>If by Hand Delivery or Overnight Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC 10300 SW Allen Boulevard Beaverton, OR 97005
---	--



YOU SHOULD CAREFULLY READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH IN ARTICLE VI OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING AND RETURNING THIS BALLOT.

Your claim has been placed in Class 2(d) under the Combined Disclosure Statement and Plan. **Within 10 days after the Confirmation Hearing, either the Holder of an Allowed Class 2(b) Claim or the Holder of an Allowed Class 2(d) Claim must either (a) file a stipulation with the Bankruptcy Court resolving the priority dispute, or (b) file an adversary proceeding in the Bankruptcy Court seeking a final determination of the priority dispute. The failure to take either such action shall constitute a bar to the Holder of an Allowed Class 2(d) Claim from asserting any Claim against either WUMI, Waterloo, or the aforementioned Waterloo escrow, and shall result in the treatment of such Allowed Class 2(d) Claim as an Allowed Claim in Class 3.**

**Item 1. Amount of Claim.** The undersigned is a holder of a Class 2(d) Other Prepetition Secured Claim in the unpaid principal amount of Dollars:

\$ \_\_\_\_\_

**Item 2. Vote.** The owner of the Claim set forth in Item 1 votes (please check one):

☐ To Accept the Combined Disclosure Statement and Plan

☐ To Reject the Combined Disclosure Statement and Plan

**Item 3. Certifications.** By signing this Ballot, the undersigned certifies that: (a) no other Ballots have been cast with respect to the Claim identified in Item 1, and that to the extent any such Ballots have been cast, such earlier Ballots are hereby revoked; (b) he or she was aware that a copy of the Combined Disclosure Statement and Plan was available for review and to the extent he or she wanted to do so he or she has reviewed the Combined Disclosure Statement and Plan; (c) as the Record Holder of the Claim set forth in Item 1, the undersigned has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan. The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Combined Disclosure Statement and Plan, and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Voter: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security or Tax I.D. No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Tel. Number: \_\_\_\_\_

☐ Check this box if we should replace the preprinted address with the address you have listed above.

## **Exhibit 8**

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH, CENTRAL DIVISION**

In re <b>CS MINING, LLC</b> ,  Debtor.	Bankruptcy Case No. 16-24818  (Chapter 11)  Judge William T. Thurman
--	--

**Class 3 Ballot For Accepting or Rejecting the  
Debtor's Combined Disclosure Statement and Plan**

This Ballot is submitted to you by the above-captioned debtor and debtor in possession to solicit your vote to accept or reject the Combined Disclosure Statement and Plan, dated February 22, 2018 (the “Combined Disclosure Statement and Plan”). Capitalized terms used in this Ballot not otherwise defined have the meanings given to them in the Combined Disclosure Statement and Plan or the Bankruptcy Court’s Amended Order approving the Combined Disclosure Statement and Plan [Docket No. 1163], entered on February 23, 2018 (the “Conditional Approval and Procedures Order”).

You should review the Combined Disclosure Statement and Plan before you vote. **Copies of the Combined Disclosure Statement and Plan and the Conditional Approval and Procedures Order are available for review without charge by contacting Debtor’s counsel by email ([detweild@pepperlaw.com](mailto:detweild@pepperlaw.com)) or telephone ((302) 777-6524).** You may wish to seek legal advice concerning the Combined Disclosure Statement and Plan and your classification and treatment under the Combined Disclosure Statement and Plan.

**If your Ballot is not received by the Balloting Agent on or before 5:00 p.m. (Mountain Time) on March 26, 2018, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Combined Disclosure Statement and Plan.**

If the Combined Disclosure Statement and Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote. To have your vote counted, you must complete, sign and return this Ballot to the Claims and Balloting Agent so that is received by the deadline indicated above at the following address:

<b><u>If by First-Class Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC P.O. Box 4422 Beaverton, OR 97076-4422	<b><u>If by Hand Delivery or Overnight Mail:</u></b>  CS Mining, LLC - Ballot Processing c/o Epiq Bankruptcy Solutions LLC 10300 SW Allen Boulevard Beaverton, OR 97005
---	--

YOU SHOULD CAREFULLY READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH IN ARTICLE VI OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING AND RETURNING THIS BALLOT.

Your claim has been placed in Class 3 under the Combined Disclosure Statement and Plan.

**Item 1. Amount of Claim.** The undersigned is a holder of a Class 3 General Unsecured Claim in the unpaid principal amount of Dollars:

\$ \_\_\_\_\_

**Item 2. Vote.** The owner of the Claim set forth in Item 1 votes (please check one):

☐ To Accept the Combined Disclosure Statement and Plan

☐ To Reject the Combined Disclosure Statement and Plan

**Item 3. Certifications.** By signing this Ballot, the undersigned certifies that: (a) no other Ballots have been cast with respect to the Claim identified in Item 1, and that to the extent any such Ballots have been cast, such earlier Ballots are hereby revoked; (b) he or she was aware that a copy of the Combined Disclosure Statement and Plan was available for review and to the extent he or she wanted to do so he or she has reviewed the Combined Disclosure Statement and Plan; (c) as the Record Holder of the Claim set forth in Item 1, the undersigned has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan. The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Combined Disclosure Statement and Plan, and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Voter: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security or Tax I.D. No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Tel. Number: \_\_\_\_\_

☐ Check this box if we should replace the preprinted address with the address you have listed above.

## **Exhibit 9**

Claim Name	Address Information
DAVID J RICHARDS LLC	D/B/A WESTERN US MINERALS INVESTOR, LLC ATTN: ROBERT LAUTZ 10866 WILSHIRE BLVD LOS ANGELES CA 90024

**Total Creditor count 1**



## **Exhibit 10**

**Claim Name**

**Address Information**

WATERLOO STREET LIMITED

C/O JONES DAY ATTN PEDRO A. JIMENEZ 600 BRICKELL AVENUE, SUITE 3300 MIAMI FL  
33131

**Total Creditor count 1**

## **Exhibit 11**

Claim Name	Address Information
SKYE MINERAL PARTNERS, LLC	ATTN: CLINTON WALKER 11601 WILSHIRE BOULEVARD, SUITE 1600 LOS ANGELES CA 90025

Total Creditor count 1

## **Exhibit 12**

Claim Name	Address Information
AGATE, INC.	P.O. BOX 117 SCOTTSDALE AZ 85252
BEAVER COUNTY	C/O LEEANN M DALTON - TREASURER P.O. BOX 432 BEAVER UT 84713
BOGDANICH, PAUL	BOX 9305 PORTLAND OR 97207
FERGUSON ENTERPRISES, INC.	ATTN: DARWIN H. BINGHAM, SCALLEY READING 15 WEST SOUTH TEMPLE, SUITE 600 SALT LAKE CITY UT 84101
INTERNATIONAL LINING TECHNOLOGY, INC.	ATTN: BECKEY JENNE 850 MAESTRO DRIVE SUITE 101 RENO NV 89511
J & M STEEL SOLUTIONS, INC.	C/O SCOTT S. BRIDGE, KESLER & RUST 68 SOUTH MAIN ST, SUITE 200 SALT LAKE CITY UT 84101
PIPE VALVE AND FITTING COMPANY	C/O DURHAM JONES AND PINEGAR, P.C. 192 EAST 200 NORTH, 3RD FLOOR SAINT GEORGE UT 84770
STATE OF UTAH	UTAH DIVISION OF OIL, GAS, AND MINING 1594 WEST NORTH TEMPLE STREET SALT LAKE CITY UT 84116
THERMO ELECTRON NORTH AMERICA, LLC	1400 NORTHPOINT PKWY STE 10 WEST PALM BCH FL 33407-1976
UTAH INDEPENDENT BANK	P.O. BOX 1030 BEAVER UT 84713
WELLS FARGO EQUIPMENT FINANCE	A DIVISION OF WELLS FARGO BANK, N.A. 300 TRI-STATE INTERNATIONAL, SUITE 400 LINCOLNSHIRE IL 60069

<b>Total Creditor count 11</b>
--------------------------------

## **Exhibit 13**

Claim Name	Address Information
0554716 B.C. LTD	ATTN IAN THOMPSON 401-750 WEST PENDER STREET VANCOUVER BC V6C 2T8 CANADA
0554716 B.C., LTD	C/O CHRISTENSEN JAMES & MARTIN ATTN: EVAN JAMES 7440 W SAHARA AVE LAS VEGAS NV 89117
A&F ELECTRIC CORP	P.O. BOX 460 MILFORD UT 84751
A1 GLASS	1045 N MAIN STREET CEDAR CITY UT 84720
ACE AMERICAN INSURANCE COMPANY	C/O CHUBB 436 WALNUT STREETM WA04K PHILADELPHIA PA 19106
AGILENT	PO BOX 742108 LOS ANGELES CA 90074-2108
ALL ELECTRIC PLUS	ATTN: GUNNAR / KEITH 182 S 100 W PO BOX 316 PARAGONAH UT 84760
ALS GROUP USA, CORP.	P.O. BOX 975444 DALLAS TX 75397-5444
ALS USA INC	2103 DOLLARTON HWY NORTH VANCOUVER BC V7N 0A7 CANADA
AMERICAN WEST ANALYTICAL LABORATORIES	3440 SOUTH 700 WEST SALT LAKE CITY UT 84119
ANACHEMIA	ATTN: WES WALKER PO BOX 644877 PITTSBURGH PA 15264-4877
ARGO PARTNERS	TRANSFEROR: EIDEBAILLY LLP 12 WEST 37TH ST, 9TH FLOOR NEW YORK NY 10018
ARGO PARTNERS	TRANSFEROR: J.W. WISNER INC. 12 WEST 37TH ST, 9TH FLOOR NEW YORK NY 10018
ARGO PARTNERS	ASSIGNEE OF MERIT CONSULTANTS INT'L INC 12 W 37TH ST 9TH FL NEW YORK NY 10018
ARGO PARTNERS	TRANSFEROR: CAID INDUSTRIES 12 WEST 37TH ST, 9TH FLOOR NEW YORK NY 10018
ASSOCIATED RUBBER AND MECHANICAL	7550 WEST 2100 SOUTH MAGNA UT 84044
ATLAS ELECTRIC INC	1203 N HAVANA STREET SPOKANE WA 99202
ATSCO SALES & SERVICE	1192 E DRAPER PARKWAY, SUITE 455 DRAPER UT 84020
AUGUSTA FIBERGLASS COATTNGS, INC	86 LAKE CYNTHIA DR BLACKVILLE SC 29817
AVERY	PO BOX 1825 PORT ORCHARD WA 98366
BARCO RENT-A-TRUCK	717 SOUTH 5600 WEST SALT LAKE CITY UT 84104
BARNEY TRUCKING	C/O RICHER & ASSOCIATES, P.C. 901 WEST BAXTER DRIVE SOUTH JORDAN UT 84095
BASF CORPORATION	100 PARK AVENUE FLORHAM PARK NJ 07932
BEARING BELT CHAIN	DIVISION OF PURVIS INDUSTRIES PO BOX 540757 DALLAS TX 75354
BEN-X, LLC	5406 W. 11000 N, SUITE 103-432 HIGHLAND UT 84003
BERT STRATTON	2626 NORTH 400 WEST CEDAR CITY UT 84721
BETE FOG NOZZLE, INC	50 GREENFIELD STREET GREENFIELD MA 01301
BEVERLY PRODZINSKI	PO BOX 271 MILFORD UT 84751
BLACKBURNS	178 EAST MAIN STREET PO BOX 204 BICKNELL UT 84715
BOGDANICH, JOHN	P.O. BOX 1692 KILGORE TX 75663
BOSTIC, RANDY	ADDRESS ON FILE
BRADFORD CAPITAL HOLDINGS, LP	TRANSFEROR: MAJOR DRILLING AMERICA, INC. ATTN: BRIAN BRAGER P.O. BOX 4353 CLIFTON NJ 07012
BRADFORD CAPITAL HOLDINGS, LP	TRANSFEROR: PALMER OF TEXAS C/O BRADFORD CAPITAL MANAGEMENT ATTN: BRIAN BRAGER, P.O. BOX. 4353 CLIFTON NJ 07012
BRADFORD CAPITAL HOLDINGS, LP	TRANSFEROR: SIDEHILL COPPER WORKS, INC. C/O BRADFORD CAPITAL MANAGEMENT, LLC ATTN: BRIAN BRAGER; P.O. BOX 4353 CLIFTON NJ 07012
BRADFORD CAPITAL HOLDINGS, LP	TRANSFEROR: CH SPENCER AND COMPANY C/O BRADFORD CAPITAL MANAGEMENT, LLC ATTN: BRIAN BRAGER; P.O. BOX 4353 CLIFTON NJ 07012
BRAHMA GROUP INC	ATTN DAVID W ZIMMERMAN 1132 SOUTH 500 WEST SALT LAKE CITY UT 84101
BRENNTAG PACIFIC, INC	ATTN: ERIC BRATTON 4545 ARLINE ST SOUTH GATE CA 90280
BRIAN PAYTON	P.O. BOX 804 MILFORD UT 84751
BRUNO ENGINEERING PC	90 EAST 1300 SOUTH PRICE UT 84501
CARDATA CONSULTANTS INC	3380 SHERIDAN DRIVE, #264 AMHERST NY 14226
CARDNO	PO BOX 123422 DALLAS TX 75312-3422
CARDWELL DISTRIBUTING INC.	8137 SOUTH STATE ST MIDVALE UT 84047
CATERPILLAR FINANCIAL SERVICES CORP.	C/O RAY QUINNEY & NEBEKER P.C. ATTN: DAVID H. LEIGH 36 SOUTH STATE ST, SUITE 1400 SALT LAKE CITY UT 84111
CDW, LLC	ATTN: RONELLE ERICKSON 200 NORTH MILWAUKEE AVE VERNON HILLS IL 60061



**Claim Name****Address Information**

CINTAS FIRE PROTECTION	PO BOX 636525 CINCINNATI OH 45263-6525
CLARITY MANAGEMENT, LP	ATTN: CLINT WALKER 11601 WILSHIRE BOULEVARD, SUITE 1600 LOS ANGELES CA 90025
COLE PARMER CORP	ATTN: ALLAN BLAIR 13927 COLLECTIONS CENTER DR. CHICAGO IL 60693-0139
COMMERCIAL BUSINESS RADIO, L.C.	ATTN: BRYANT ANDERSON 700 NORTH HIGHWAY 6, UNIT 6 DELTA UT 84624
COMMON SENSE PROJECT SOLUTIONS LLC	ATTN: THOMAS PAYNE 2241 E WALLING DR BOISE ID 83712
CONSOLIDATED ENGINEERING	2130 SOUTH 3140 WEST SUITE C SALT LAKE CITY UT 84119
CORPORTION SERVICE COMPANY	2711 CENTERVILLE RD, SUITE 400 WILMINGTON DE 19808
CULLIGAN WATER CONDITIONING	PO BOX 562 CEDAR CITY UT 84721-0562
CYTEC INDUSTRIES, INC.	5 GARRET MOUNTAIN PLAZA WOODLAND PARK NJ 07424
DANIEL E TARRANT	32 KELAND ROAD WATTLE GROVE WA 6107 AUSTRALIA
DASSAULT SYSTEMES CANADA SOFTWARE INC	PO BOX 415728 BOSTON MA 02241-5728
DENTAL SELECT	PO BOX 301680 DALLAS TX 75303-1680
DESERT BASIN COMPANIES, LLC	ATTN: JEFF LOVELL 5526 WEST 13400 SOUTH #317 HERRIMAN UT 84096
DJB - OLD	PO BOX 1811 SALT LAKE CITY UT 84110-1811
DJB GAS SERVICES, INC	C/O RAY QUINNEY & NEBEKER P.C. ATTN: ELAINE MONSON 36 SOUTH STATE ST, SUITE 1400 SALT LAKE CITY UT 84111
DOGM	1594 WEST NORTH TEMPLE, SUITE 1201 PO BOX 145801 SALT LAKE CITY UT 84114-5801
DORSEY & WHITNEY	111 S MAIN ST # 21 SALT LAKE CTY UT 84111-2176
DXS CAPITAL (U.S.) LIMITED	ROOM 2301 TOWER ONE LIPPO CENTRE, 890 QUEENSWAY HONG KONG HONG KONG
DYKMAN ELECTRICAL INC	2323 FEDERAL WAY BOISE ID 83705
EKS&H	8181 E TUFTS AVE STE 600 DENVER CO 80237-2579
EMPIRE ADVISORS, LLC	ATTN: DAVID J. RICHARDS 500 SOUTH FRONT STREET COLUMBUS OH 43215
ENVIRO CARE, INC	505 N MAIN ST NORTH SALT LAKE UT 84054
ESCREEN, INC.	P.O. BOX 654094 DALLAS TX 75265-4094
EVCO HOUSE OF HOSE	PNC BANK P.O. BOX 644819 PITTSBURGH PA 15264-4819
EXPRESS METAL FABRICATORS, LLC	(DIVISION OF ST. GEORGE STEEL) ATTN: SCOTT P. KIRTLEY, TRUSTEE 502 W. 6TH ST. TULSA OK 74119
FAIR HARBOR CAPITAL, LLC	TRANSFEROR: STEWART BROTHER'S ELECTRIC ANSONIA FINANCE STATION PO BOX 237037 NEW YORK NY 10023
FASTENAL COMPANY	2001 THEURER BLVD WINONA MN 55987
FEPULEAI, DAVID	ADDRESS ON FILE
FILEMAKER	5201 PATRICK HENRY DRIVE SANTA CLARA CA 95054
FIRST CHOICE INDUSTRIAL	PO BOX 2064 CEDAR CITY UT 84721
FISHER SCIENTIFIC CO LLC	ATTN: GARY BARNES 300 INDUSTRY DR PITTSBURGH PA 15275
FISHLAKE LUMBER CO.	PO BOX L BEAVER UT 84713
FLEETMatics	PO BOX 347472 PITTSBURGH PA 15251-4472
FLEXIM AMERICAS CORPORATION	250-V EXECUTIVE DRIVE EDGEWOOD NY 11717
FLSMIDTH USA INC (SALT LAKE CITY OPS)	ATTN: MARK TAYLOR 7158 S FLSMIDTH DRIVE MIDVALE UT 84047
FLSMIDTH USA INC (TUSCON OPERATIONS)	ATTN: MARK TAYLOR 7158 S FLSMIDTH DRIVE MIDVALE UT 84047
FNF	115 S. 48TH STREET TEMPE AZ 85281
FREEWAY TRANSMISSIONS, INC.	847 WEST 1700 SOUTH SALT LAKE CITY UT 84104
GEM ENGINEERING, INC	ATTN: JOEL MYERS 485 NORTH AVIATION WAY CEDAR CITY UT 84721
GEOTECH ENVIRONMENTAL EQUIPMENT, INC.	2650 EAST 40TH AVENUE DENVER CO 80205
GINA BOGDANICH REESE	ATTN: JOHN BOGDANICH 16002 SCENIC OAK TRL BUDA TX 78610
GLOVE CONNECTION	5385 WYNN RD, STE B LAS VEGAS NV 89118
GRAYMONT CAPTIAL INC	#200-10991 SHELLBRIDGE WAY RICHMOND BC V6X 3C6 CANADA
GREAT BASIN INDUSTRIAL, LLC.	ATTN: J.D. OLDHAM 1284 FLINT MEADOW DRIVE KAYSVILLE UT 84037
H & E EQUIPMENT SERVICES, INC.	7500 PECUE LANE BATON ROUGE LA 70809
HARD ROCK CONSULTING	7114 W. JEFFERSON AVE., #308 LAKEWOOD CO 80235
HARDWICK MACHINERY	7272 S AIRPORT RD, UNIT D WEST JORDAN UT 84084

Claim Name	Address Information
HARTSHORN, DAVE	PO BOX 999 DELTA UT 84624
HD SUPPLY CONSTRUCTION SUPPLY, LTD	DBA CONSTRUCTION & INDUSTRIAL WHITE CAP ATTN: NICOLE PETROWSKI 501 W CHURCH ST ORLANDO FL 32805
HD SUPPLY/WHITECAP	ATTN: BRIAN HASTINGS 3884 S RIVER ROAD ST. GEORGE UT 84790
HEMCO	711 SOUTH POWELL ROAD INDEPENDENCE MO 64056
HONNEN EQUIPMENT CO.	ATTN: CONTROLLER 5055 EAST 72ND AVE COMMERCE CITY CO 80022
HRA, INC	7413 ARAGON STREET LAS VEGAS NV 89145
HUGHES & SONS INC	PO BOX 1530 BEAVER UT 84713
HYDROMETAL, INC	P.O. BOX 309 KNIGHTSEN CA 94548-0309
ICPE	DUNAJSKA 104 P.O. BOX 2592 1001 LJUBLJANA SLOVENIA
ICS CASTINGS	ATTN: PAUL PIPKE #512-2562 DEPARTURE BAY ROAD NANAIMO BC V9S 5P1 CANADA
IMAGEPRO	95 WEST HARDING AVE, ST A CEDAR CITY UT 84720
INDUSTRIAL SUPPLY CO, INC	1635 SOUTH 300 WEST SALT LAKE CITY UT 84115
INDUSTRIAL WAREHOUSE SUPPLIES INC.	18007 SKY PARK CIR, SUITE D IRVINE CA 92614
INTELLIVEX	2876 S 460 W STE A SOUTH SALT LAKE UT 84115
INTERMOUNTAIN DRILLING SUPPLY	3412 WEST 2400 SOUTH SALT LAKE CITY UT 84119
INTERNATIONAL CASTINGS & SUPPLIES, LTD	C/O DLA PIPER LLP (US) ATTN: ANDREW ZOLLINGER 1717 MAIN STREET, SUITE 4600 DALLAS TX 75201
INTERTEK	HEXAGON TOWER, CRUMPSALL VALE BLACKLEY MANCHESTER M9 8GQ UNITED KINGDOM
IONIC ENGINEERING	95 MUMFORD ROAD LIVELY ON P3Y 1L1 CANADA
IPFS CORPORATION	PO BOX 730223 DALLAS TX 75373-0223
ISCO	1974 SOLUTIONS CENTER CHICAGO IL 60677-1009
J & A FIELD SERVICE	ATTN: JADE WAYMAN PO BOX 28 MINERSVILLE UT 84752
JESSUP CONSTRUCTION INC.	337 EAST MAIN STREET HC 74 BOX 4116 GREENVILLE UT 84731
JESSUP CONSTRUCTION, INC.	H.C 74 BOX 4116 GREENVILLE UT 84731
JOHN BOGDANICH	P. O. BOX 1692 KILGORE TX 75663
KB OIL	740 W. 1550 SALINA UT 84654
KEN BAILEY AUTO REPAIR	PO BOX 169 MINERSVILLE UT 84752
KEN BETTRIDGE DISTRIBUTING	PO BOX 338 CEDAR CITY UT 84721
KEYMAKER LOCKSMITH SERVICE, THE	2710 W 400 N CEDAR CITY UT 84720-8334
KIMBALL MIDWEST	DEPT. L-2780 COLUMBUS OH 43260-2780
LABOR COMMISSION	SAFETY DIVISION PO BOX 146620 SALT LAKE CITY UT 84114-6620
LABORATORY SERVICES INTERNATIONAL BV	PITTSBURGSTRAAT 9 ROTTENDAM 3047 BL NETHERLANDS
LAKE PHILGAS	70 NORTH 400 EAST DELTA UT 84624
LARRY BOGDANICH	ATTN: JOHN BOGDANICH 595 WALL STREET SALT LAKE CITY UT 84103
LARRY H. MILLER	10990 SOUTH AUTO MALL DRIVE SANDY UT 84070
LAURIE BROOKS	GATOT SUBROTO KAV 5-7 JAKARTA INDONESIA
LAWSON PRODUCTS	PO BOX 809401 CHICAGO IL 60680-9401
LEAK LOCATION SERVICES, INC.	16124 UNIVERSITY OAK SAN ANTONIO TX 78249
LEXON INSURANCE CO & IRONSHORE INDEMNITY	INC ATTN: LEE E WOODARD ESQ 333 W WASHINGTON STREET, SUITE 200 SYRACUSE NY 13202
LIVINGSTON INTERNATIONAL INC.	6725 AIRPORT ROAD SUITE 500 MISSISSQUGA ON L4V 1V2 CANADA
LYNAE MALCHUS	1301 WEST 800 SOUTH MAPLETON UT 84664
M3 ENGINEERING & TECHNOLOGY CORPORATION	2051 W SUNSET ROAD SUITE 101 TUCSON AZ 85704
MALCHUS, DARIN	ADDRESS ON FILE
MARSHALL W. COOPER	C/O RAMSEY HANNA REEDSMITH LLLP 1901 AVENUE OF THE STARS, SUITE 700 LOS ANGELES CA 90067
MATTHEW SMITH	PO BOX 693 PAROWAN UT 84761
MCCLELLAND LABORATORIES, INC	1016 GREG STREET SPARKS NV 89431
MCCULLEY/WOOD	ATTN: D. CAROL MCCULLEY PO BOX 1108 BEAVER UT 84713

Claim Name	Address Information
MCMULLIN, DAVID	1252 E NICHOLS CANYON RD. CEDAR CITY UT 84721
MEL CLARK INC	2333 N BULLDOG RD CEDAR CITY UT 84721
MERIT CONSULTING INTERNATIONAL	ATTN: IAN THOMPSON 401-750 WEST PENDER ST VANCOUVER BC V6C 2T8 CANADA
MET-TECH INTERNATIONAL, LLC	ATTN: W.D. ERNT 8540 E MCDOWELL RD, #106 MESA AZ 85207
METSO	C/O WELLS FARGO BANK N.A. PO BOX 945859 ATLANTA GA 30394-5859
MIKE'S TIRE & OIL	140 S MAIN PO BOX 670 MILFORD UT 84751
MILFORD CITY	26 SOUTH 100 WEST PO BOX 69 MILFORD UT 84751
MILFORD ELEMENTARY SCHOOL	450 SOUTH 700 WEST PO BOX 309 MILFORD UT 84751
MILFORD HIGH SCHOOL	PO BOX 159 MILFORD UT 84751
MILFORD MEMORIAL HOSPITAL	PO BOX 640 MILFORD UT 84751
MILFORD TRUE VALUE INC	PO BOX 519 MILFORD UT 84751
MINERALS ADVISORY GROUP, LLC	2524 W. RUTHRAUFF RD #4 TUCSON AZ 85705
MIR INDUSTRIAL	C/O CHRIS L. SCHMUTZ 190 NORTH MAIN, #100 BOUNTIFUL UT 84010
MIR INDUSTRIAL	223 W 1230 N # 102 PROVO UT 84604-2546
MOLY-COP USA	ATTN: FRED RAPP DEPT CH 19740 KANSAS CITY IL 60055-9740
MONITEK, INC	C/O FIRST NATIONAL BANK PO BOX 5097 GILLETTE WY 82717
MOUNT OLYMPUS	PO BOX 660579 DALLAS TX 75266-0579
MOYO, JOHN	ADDRESS ON FILE
MSC INDUSTRIAL SUPPLY	75 MAXESS ROAD MELVILLE NY 11747
NAUTILUS	4000 WEST 106TH STREET SUITE 125-254 CARMEL IN 46032
NAVITAS CREDIT CORP	F/K/A NAVITAS LEASE CORP ATTN: KRISTEN N NICHOLS, TURNER PADGET P.O. BOX 22129 CHARLESTON SC 29413
NEELTRAN, INC.	71 PICKETT DISTRICT RD NEW MILFORD CT 06776
NEVADA STAR	95 WELLINGTON ST. WEST SUITE 900 TORONTO ON M5J 2N7 CANADA
NIELSEN'S ARC SERVICE	PO BOX 70957 SALT LAKE CITY UT 84170
NOBLE AMERICAS CORP.	STEPHEN T. BOBO REED SMITH LLP 10 S. WACKER DRIVE, SUITE 4000 CHICAGO IL 60606
OAK TREE INN	501 SOUTHWEST BLVD. KANSAS CITY KS 06612
OCCUPATIONAL HEALTH CARE INTERNATIONAL	1234 WEST SO. JORDAN PARKWAY STE A SOUTH JORDAN UT 84095
OLD DOMINION FREIGHT LINE INC	500 OLD DOMINION WAY THOMASVILLE NC 27360
OVERHEAD DOOR OF UTAH VALLEY LLC	1094 N 1300 W OREM UT 84057
OWBOW SULPHUR INC.	ATTN: PIERRE E. AZZI 1601 FORUM PLACE, 12TH FLOOR WEST PALM BEACH FL 33401
PACE'S CULLIGAN WATER CONDITIONING, INC.	970 SOUTH SAGE DRIVE SUITE 109 CEDAR CITY UT 84720
PACIFIC RIGGING LOFT, INC.	1694 MAIN STREET SAN DIEGO CA 92113
PACIFICORP	D/B/A ROCKY MOUNTAIN POWER C/O BEN GEERTSEN 4171 W LAKE PARK BLVD SALT LAKE CITY UT 84120
PACNET CAPITAL (U.S.) LIMITED	JONES DAY C/O PEDRO JIMENEZ 600 BRICKELL AVENUE, SUITE 3300 MIAMI FL 33131
PCM/TIGERDIRECT	1940 E. MARIPOSA AVE. EL SEGUNDO CA 90245
PENTA	10123 CORPORATE SQUARE DR SAINT LOUIS MO 63132-2905
PERKIN ELMER	13633 COLLECTIONS CENTER DR CHICAGO IL 60693-3685
PETERSON PLUMBING SUPPLY	P.O. BOX 304 RICHFIELD UT 84701
PHOENIX INDUSTRIAL INC	C/O STOEL RIVES LLP ATTN: KENNETH P CHILDS 760 SW NINTH AVE, STE 3000 PORTLAND OR 97205
PIKE SORENSON	5397 NORTH 1600 WEST BERYL UT 84714
PITNEY BOWES	3001 SUMMER ST. STAMFORD CT 06926
PLASTICON NORTH AMERICA INC.	6387 LITTLE RIVER TURNPIKE ALEXANDRIA VA 22312
PLATT & PLATT	195 N 100 E PO BOX 398 CEDAR CITY UT 84721-0398
PRIME SOURCE SANITARY SUPPLY	446 N PARK ST. UNIT C ST. GEORGE UT 84770
PROCESS ENGINEERING GROUP	PO BOX 13648 CHANDLER AZ 85248
PROCESS TECHNOLOGY INC	C/O LESTER A. PERRY, ATTORNEY AT LAW 4276 SOUTH HIGHLAND DRIVE SALT LAKE CITY

Claim Name	Address Information
PROCESS TECHNOLOGY INC	UT 84124
PURVIS INDUSTRIES	P.O. BOX 540757 DALLAS TX 75354
QUALITY CRUSHING	956 SOUTH CANYON DR CEDAR CITY UT 84720
QUESTAR GAS COMPANY	BANKRUPTCY DNR 132 1140 WEST 200 SOUTH P.O. BOX 3194 SALT LAKE CITY UT 84110-3194
RAINY DAY WATER INC	2460 SOUTH 3200 WEST SUITE 7 SALT LAKE CITY UT 84119
REGENCE BLUECROSS BLUE SHIELD OF UTAH	PO BOX 35022 SEATTLE WA 98124-3500
RELIANCE STEEL & ALUMINUM	D/B/A RELIANCE METALCENTER C/O LESTER A. PERRY, ATTORNEY AT LAW 4276 HIGHLAND DRIVE SALT LAKE CITY UT 83124
REMA TIP TOP/NORTH AMERICA INC	119 ROCKLAND AVE NORTHVALE NJ 07647
REVCO LEASING	PO BOX 65598 SALT LAKE CITY UT 84165-0598
RIGGS, STACEY G	ADDRESS ON FILE
RMP - OLD	PO BOX 26000 PORTLAND OR 97256-0001
ROBERT J. BAYER	8842 SHADY MEADOW DRIVE SANDY UT 84093
ROCKWOOD CASUALTY INSURANCE COMPANY	ATTN: ACCOUNTS PAYABLE DEPT. 654 MAIN STREET ROCKWOOD PA 15557
ROCKY MOUNTAIN FABRICATION, INC.	C/O STRONG & HANNI ATTN: STEPHEN TRAYNER 102 S 200 E. SUITE 500 SALT LAKE CITY UT 84111
ROCKY MOUNTAIN TRANSIT INSTRUMENTS	ATTN: SHANE ALDRICH 612 WEST CONFLUENCE AVENUE MURRAY UT 84123
ROLLINS CONSTRUCTION & TRUCKING LLC	P.O. BOX 40 MILFORD UT 84751
ROLLINS MACHINE INC	P.O. BOX 249 MILFORD UT 84751
ROYCE IVERSON	78 BOX 305 GARRISON UT 84728
ROYTEC GLOBAL (PTY) LTD.	3 ANGUS CRESCENT LONGMEADOW BUSINESS ESTATE MODDERFONTEIN JOHANNESBURG 1609 SOUTH AFRICA
RPS CAMPBELL COMPANIES, LLC	D/B/A NIELSEN'S ARC SERVICES C/O KESLER & RUST; ATTN: SCOTT S. BRIDGE 68 SOUTH MAIN STREET, SUITE 200 SALT LAKE CITY UT 84101
RSM MCGLADREY LLP	5155 PAYSAPHERE CIRCLE CHICAGO IL 60674
RUST AUTOMATION & CONTROLS INC	PO BOX 367 WEST JORDAN UT 84084-0367
SAFETY-KLEEN	PO BOX 650509 DALLAS TX 75265-0509
SALT LAKE WINDUSTRIAL	627 WEST 3900 SOUTH #C-2 SALT LAKE CITY UT 84123
SCHMUESAER & ASSOCIATES INC	ATTN: JEREMY SINK 15 W SOUTH TEMPLE STE 1000 SALT LAKE CITY UT 84101
SGS GALSON LABORATORIES, INC.	ATTN: MARILYN GRAB 6601 KIRKVILLE ROAD EAST SYRACUSE NY 13057
SKYLINE ASSAYERS & LABORATORIES	PO BOX 85670 TUCSON AZ 85745
SMITH-MANUS	2307 RIVER ROAD, SUITE 200 LOUISVILLE KY 40206-5005
SNAP-ON TOOLS	ATTN: NICK STEWART PO BOX 412 PANGUICH UT 84759
SNELL & WILMER	ONE ARIZONA CENTER PHOENIX AZ 85004-2202
SOCIETY OF HUMAN RESOURCE MANAGEMENT	PO BOX 791139 BALTIMORE MD 21279-0482
SOUTH CENTRAL COMMUNICATIONS	PO BOX 555 ESCALANTE UT 84726
SOUTHERN UTAH OFFICE MACHINES	389 N 100 W STE 9 CEDAR CITY UT 84721-3586
SOUTHWEST PUMP CO	PO BOX 12773 TUCSON AZ 85732
SPX LIGHTNIN	PO BOX 277886 ATLANTA GA 30384-7886
ST. GEORGE STEEL	502 W 6TH ST TULSA OK 74119-1016
STACEY RIGGS	P.O. BOX 827 MILFORD UT 84751
STANTEC CONSULTING SERVICES, INC	8211 S 46TH ST PHOENIX AZ 85044
STM ASSOCIATES	320 SOUTH 400 EAST SALT LAKE CITY UT 84111
STRUCTURAL STEEL & PLATE FABRICATION CO	125 WEST 500 NORTH PO BOX 540506 NORTH SALT LAKE UT 84054
SUNROC CORP	730 N 1500 W OREM UT 84057
SUNWEST SUPPLY	PO BOX 5091 TUCSON AZ 85703
SUU WATER LAB	ATTN: ACCOUNTS RECEIVABLE 351 W. UNIVERSITY DR. CEDAR CITY UT 84720-2470
TANKHOUSE MAINTENANCE	120 SOUTH HOUGHTON RD #138 PO BOX 305 TUCSON AZ 85748
TECHFLOW	PO BOX 219 LAYTON UT 84041

Claim Name	Address Information
TERRASOURCE SOFTWARE LLC	210 S. ROCK BLVD RENO NV 89502
THE STATION RESTAURANT	PO BOX 668 MILFORD UT 84751
TINK'S SUPERIOR AUTO PARTS	210 W. 200 NO. CEDAR CITY UT 84720
TJ PRODUCTS	3516 13TH AVE E HIBBING MN 55746-2338
TONS PER HOUR, INC	6446 MELODY LN NEWCASTLE CA 95658-9646
TOWNLEY	PO BOX 221 CHANDLER FL 32111-0221
TRAMMELL, CLENT	ADDRESS ON FILE
TRAVIS HUGH	P.O. BOX 206 MINERSVILLE UT 84752
TRC MASTER FUND LLC	TRANSFEROR: TETRA TECH INC ATTN: TERREL ROSS PO BOX 633 WOODMERE NY 11598
TRC MASTER FUND LLC	TRANSFEROR: VMI INC ATTN: TERRELL ROSS P.O. BOX 633 WOODMERE NY 11598
TRI STAR DESIGN & MFG. INC.	2425 S EL DORADO DR MESA AZ 85202
TRUE VALUE HARDWARE	8600 W. BRYN MAWR CHICAGO IL 60631
U.S. DEPARTMENT OF TRANSPORTATION/	FEDERAL RAILROAD ADMINISTRATION 1200 NEW JERSEY AVE SE, MAIL STOP 10 WASHINGTON DC 20590
ULINE SHIPPING SUPPLIES	12575 ULINE DR PLEASANT PRAIRIE WI 53158
UNIFIRST CORPORATION	492 NORTH OLD HIGHWAY 91 HURRICANE UT 84737
UNION PACIFIC RAILROAD COMPANY	ATTN: JOHN HERDZ MCGILL 12567 COLLECTIONS CENTER DRIVE CHICAGO IL 60693
UNION PACIFIC RAILROAD COMPANY	ATTN: MARY ANN KILGORE, SR GENERAL ATTY 1400 DOUGLAS ST, MS #1580 OMAHA NE 68179
UNIVAR	13009 COLLECTIONS CENTER DRIVE CHICAGO IL 60693
UTAH SCALE CENTER	199 WEST COTTAGE AVE SANDY UT 84070
UTAH STATE TAX COMMISSION	ATTN: BANKRUPTCY UNIT 210 NORTH 1950 W SALT LAKE CITY UT 84134
VWR INTERNATIONAL LLC	100 MATSON FORD RD. BLDG ONE SUITE 200 RADNOR PA 19082
W. MATHESON CONSULTING, INC.	C/O M.A. MUNSON LAW 970 SOUTH SAGE DRIVE, SUITE 109 CEDAR CITY UT 84720
WALKER, CLINTON	11601 WILSHIRE BOULEVARD, SUITE 1600 LOS ANGELES CA 90025
WAYNE WISEMAN	402 S MAIN ST PO BOX 355 MILFORD UT 84751
WENDELL BROWN CONSTRUCTION	ATTN: GREG BROWN 2860 N. 175 W. CEDAR CITY UT 84721
WESCO DISTRIBUTION	ATTN: WES CEDERBLOOM 3210 SOUTH 900 WEST SALT LAKE CITY UT 84070
WESTCHESTER SURPLUS LINES INSURANCE CO	C/O CHUBB 436 WALNUT ST, WA04K PHILADELPHIA PA 19106
WESTERN EXPLOSIVES SYSTEMS COMPANY	3135 SOUTH RICHMOND ST SALT LAKE CITY UT 84106
WESTWOOD LAW, P.C.	444 SOUTH MAIN ST, SUITE C-8 CEDAR CITY UT 84720
WHEELER MACHINERY CO.	ATTN: SHANE NORMAN 4901 WEST 2100 SOUTH SALT LAKE CITY UT 84120
ZEE MEDICAL	P.O. BOX 204683 DALLAS TX 75320

<b>Total Creditor count 258</b>
---------------------------------

## **Exhibit 14**

Claim Name	Address Information
AFFELD GRIVAKES ZUCKER LLP	ATTN: CHRISTOPHER GRIVAKES 2049 CETNURY PARK EAST, SUITE 2460 LOS ANGELES CA 90067
BROADBILL PARTNERS, L.P.	COUNSEL TO DIP LENDER ATTN: JON MARCUS 527 MADISON AVENUE, 6TH FLOOR NEW YORK NY 10022
COHNE KINGHORN, A PROFESSIONAL CORPORATION	COUNSEL TO UNSECURED CREDITORS' COMMITTEE ATTN: GEORGE HOFMANN 111 EAST BROADWAY, 11TH FLOOR SALT LAKE CITY UT 84111
CS MINING, LLC	ATTN: DAVID MCMULLIN PO BOX 608 1208 S 200 W MILFORD UT
DURHAM JONES & PINEGAR, P.C.	COUNSEL TO WELLINGTON FINANCIAL PARTNER ATTN: KENNETH L. CANNON, STEVEN J. MCCARDELL, 111 EAST BROADWAY, SUITE 900 SALT LAKE CITY UT 84110-4050
DURHAM JONES & PINEGAR, P.C.	COUNSEL TO UTAH COPPER ATTN: KENNETH L. CANNON II STEVEN J. MCCARDELL 111 EAST BROADWAY, SUITE 900 P O BOX 4050 SALT LAKE CITY UT 84110-4050
FISHER & HUNTER, LLC	COUNSEL TO EXPRESS METAL FABRICATORS, LLC ATTN: DAVID W. HUNTER 444 EAST TABERNACLE, STE B-201 ST. GEORGE UT 84770
FTI CONSULTING, INC.	ATTN: DAVID BECKMAN 1001 17TH ST. #1100 DENVER CO 80202
HARRIS BEACH PLLC	COUNSEL TO IRONSHORE INDEMNITY, INC., LEXON INSURE COMPANY AND BOND SAFEGUARD INSURANCE COMPANY ATTN: LEE E. WOODARD, ESQ 333 WEST WASHINGTON STREET, SUITE 200 SYRACUSE NY 13202
JONES DAY	COUNSEL TO TAMRA MINING, LLC ATTN: ROBERT W. HAMILTON 325 JOHN H. MCCONNELL BOULEVARD, SUITE 600 COLUMBUS OH 43215-267
JONES DAY	COUNSEL TO TAMRA MINING COMPANY,LLC ATTN: PEDRO A. JIMINEZ 600 BRICKELL AVENUE, SUITE 3300 MIAMI FL 33131
JONES DAY	COUNSEL TO TAMRA MINING, LLC ATTN: PAUL C. HUCK, JR 600 BRICKELL AVENUE BRICKELL WORLD PLAZA, SUITE 3300 MIAMI FL 33131
JONES DAY	COUNSEL TO TAMRA MINING, LLC ATTN: CRISTINA PREZ SOTO 600 BRICKELL AVENUE BRICKELL WORLD PLAZA, SUITE 3300 MIAMI FL 33131
LEVENE NEALE BENDER YOO & BRILL LLP	PROPOSED COUNSEL TO UNSECURED CREDITORS' COMMITTEE ATTN: MARTIN J. BRILL , KRIKOR J. MESHEFEJIAN 10250 CONSTELLATION BLVD. SUITE 1700 LOS ANGELES CA 90067
MACARTHUR, HEDER & MELTER, PLLC	COUNSEL TO COMMON SENSE PROJECT SOLUTIONS, LLC ATTN: BRIAN R. LANGFORD 3319 N. UNIVERSITY AVE. PROVO UT 84604
NEXEN PRUET, LLC	COUNSEL TO AUGUSTA FIBERGLASS COATINGS, INC. ATTN: KYLE A. BRANNON 1230 MAIN STREET SUITE 700 P.O. BOX 2426 COLUMBIA SC 29202
PEPPER HAMILTON, LLP	DEBTOR'S COUNSEL ATTN: FRANCIS J. LAWALL 3000 TWO LOGAN SQUARE EIGHTEENTH AND ARCH STREETS PHILADELPHIA PA 19103-2799
PEPPER HAMILTON, LLP	DEBTOR'S COUNSEL ATTN: DONALD J. DETWEILER 1313 NORTH MARKET STREET P.O. BOX 1709 WILMINGTON DE 19899-1709
PETERS SCOFIELD	COUNSEL TO BEAVER COUNTY ATTN: THOMAS W. PETERS 7430 CREEK ROAD, SUITE 303 SANDY UT 84093
SKYE MINERAL PARTNERS, LLC	C/O A REGISTERED AGENT, INC. 1521 CONCORD PIKE #202 WILMINGTON DE 19803
SKYE MINERAL PARTNERS, LLC	500 S. FRONT ST., SUITE 11200 COLUMBUS OH 43215
ST. CLOUD CAPITAL PARTNERS II. LP	COUNSEL TO DIP LENDER ATTN: ROBERT LAUTZ 10866 WILSHIRE BLVD., SUITE 1450 LOS ANGELES CA 90024
TERRY JESSOP & BITNER	COUNSEL TO IRONSHORE INDEMNITY, INC., LEXON INSUR. COMPANY AND BOND SAFEGUARD INSURANCE COMPANY ATTN: RICHARD C. TERRY, ESQ 341 SOUTH MAIN STREET, SUITE 500 SALT LAKE CITY UT 84111
U.S. TRUSTEE	ATTN: LAURIE A. CAYTON ATTN: PETER J. KUHN 405 SOUTH MAIN STREET, SUITE 300 SALT LAKE CITY UT 84111
WATERLOO STREET LIMITED	2307 RIVER ROAD, SUITE 200 LOUISVILLE KY 40206
WATERLOO STREET LIMITED	ATTN: PEDRO A. JIMENEZ, ESQ. AND PAUL HUCK, JR; JONES DAY 600 BRICKELL AVENUE, SUITE 3300 MIAMI FL 33131
WATERLOO STREET LIMITED	ATTN: RALPH MABEY, ESQ. KIRTON MCCONKIE 50 EAST SOUTH TEMPLE, SUITE 400 SALT LAKE CITY UT 84111
WELLINGTON FINANCING PARTNERS	DURHAM JONES & PINEGAR ATTN: KENNETH L. CANNON II, ESQ.) 111 EAST BROADWAY,

Claim Name	Address Information
WELLINGTON FINANCING PARTNERS	#900 SALT LAKE CITY UT 84111
WELLS FARGO	ATTN: TERRI HARTLEY 797 S. MAIN ST. CEDAR CITY UT 84720
WELLS FARGO MILFORD	PO BOX 99 326 SOUTH MAIN STREET MILFORD UT 84751
WESTERN US MINERAL INVESTORS, LLC	ATTN: RONALD SILVERMAN AND JOHN BECK HOGAN LOVELLS US, LLP 875 THIRD AVENUE NEW YORK NY 10022
WESTERN US MINERAL INVESTORS, LLC	500 S. FRONT ST., SUITE 1200 COLUMBUS OH 43215

Total Creditor count 32



## **Exhibit 15**

Claim Name	Address Information
0554716 B.C. LTD	ATTN IAN THOMPSON 401-750 WEST PENDER STREET VANCOUVER BS V6C 2T8 CANADA
3M ADVANCED MATERIALS DIVISION	33162 PASEO BLANCO SAN JUAN CAPISTRANO CA 92675
A&F ELECTRIC CORP.	1830 S. HIGHWAY 21 MILFORD UT 84751
A.J.L CORPORATION	ATTN: MELVIN LESLIE 10 WEST 300 SOUTH, SUITE 703 SALT LAKE CITY UT 84101
A.J.L. CORPORATION, A NEVADA CORPORATION	ATTN: MELVIN LESLIE, ESQ. 10 WEST 300 SOUTH, SUITE 703 SALT LAKE CITY UT 84101
AAITUI, ISAAKO	ADDRESS ON FILE
ACKLIN, THOMAS	ADDRESS ON FILE
ADVANCED TITLE SYSTEMS, INC.	1451 S. EAST HOYTSTVILLE RD. COALVILLE UT 84017
AGATE, INC.	C/O LAW OFFICES OF TIMOTHY D. DUCAR, PLC 8360 EAST RAINTREE DRIVE SCOTTSDALE AZ 85260
AGATE, INC.	C/O TIMOTHY D. DUCAR LAW OFFICES OF TIMOTHY D. DUCAR, PLC 8360 E. RAINTREE DRIVE SCOTTSDALE AZ 85260-2686
AGILENT TECHNOLOGIES, INC.	PO BOX 742108 LOS ANGELES CA 90074-2108
AH-FOOK, LENDL	ADDRESS ON FILE
AHFOOK, LENDL, M	ADDRESS ON FILE
ALL ELECTRIC PLUS, INC.	ATTN: GUNNAR / KEITH 182 S 100 W PO BOX 316 PARAGONAH UT 84760
ALL ELECTRIC PLUS, INC.	ATTN: KEITH GUNNAR 182 S. 100 W. P. O. BOX 316 PARAGONAH UT 84760
ALLEY, JENNIFER, L	ADDRESS ON FILE
ALS CHEMEX	4977 ENERGY WAY RENO NV 89502
ALY SWENSON	45 EAST 820 SOUTH CEDAR CITY UT 84720
AMEZCUA, SANTIAGO, G	ADDRESS ON FILE
AMILY TOUR	JI DAYUNG NO. 25 TANGERANG JAKARTA INDONESIA
AMOS, TYSON	ADDRESS ON FILE
ANACHEMIA MINING LLC	ATTN: WES WALKER PO BOX 644877 PITTSBURGH PA 15264-4877
ANDERSON, ERIC, R	ADDRESS ON FILE
ARCH INSURANCE COMPANY	ATTN: FRANCINE PETROSINO HARBORSIDE 3, 210 HUDSON STREET SUITE 300 JERSEY CITY NJ 07311
ARFSTEN, PATRICK, H	ADDRESS ON FILE
ARGO PARTNERS	TRANSFEROR: MERIT CONSULTANTS INT'L 12 WEST 37TH ST, 9TH FLOOR NEW YORK NY 10018
ASHLEY, DUSTIN, A	ADDRESS ON FILE
ASTENGO, CATALINA	ADDRESS ON FILE
ASTENGO, CATALINA, A	ADDRESS ON FILE
ATLAS ELECTRIC, INC.	N 1203 HAVANA STREET SPOKANE WA 99202
AUGUSTA FIBERGLASS	86 LAKE CYNTHIA ROAD BLACKVILLE SC 29817
AUGUSTA FIBERGLASS COMPANY	86 LAKE CYNTHIA ROAD BLACKVILLE SC 29817
AUTOMATION SERVICE	13871 PARKS STEED DRIVE EARTH CITY MO 63045
AVERY SHIPPING CORP	PO BOX 1825 PORT ORCHARD WA 98366
BALLARD SPAHR	ONE UTAH CENTER, SUITE 700 201 SOUTH MAIN STREET SALT LAKE CITY UT 84111-2221
BARKDULL, KODY	ADDRESS ON FILE
BARNES, BROCK	ADDRESS ON FILE
BARNES, HOLLY	ADDRESS ON FILE
BARNES, MICHAEL	ADDRESS ON FILE
BARNEY TRUCKING, INC.	235 SOUTH STATE ROAD 24 SALINA UT 84654
BAYER, ROBERT J	8842 SHADY MEADOW DR SANDY UT 84093
BEARING BELT CHAIN	DIVISION OF PURVIS INDUSTRIES PO BOX 54757 DALLAS TX 75354
BEAVER COUNTY	C/O LEEANN M. DALTON P.O. BOX 432 BEAVER UT 84713
BEAVER COUNTY	ATTN: LEEANN M. DALTON P.O. BOX 432 BEAVER UT 84713
BEAVER COUNTY COMMISSION	ATTN: LEANN DALTON PO BOX 432 BEAVER UT 84713

Claim Name	Address Information
BEAVER COUNTY TREASURER	ATTN: LEEANN M. DALTON, TREASURER P.O. BOX 432 BEAVER UT 84713
BEAVER COUNTY TREASURER	ATTN: LEANN DALTON PO BOX 432 BEAVER UT 84713
BEAVER COUNTY/BEAVER COUNTY TREASURER	ATTN: LEEANN M DALTON PO BOX 432 BEAVER UT 84713
BETE FOG NOZZLE, INC.	ATTN: TENA SHIPPEE 50 GREENFIELD STREET GREENFIELD MA 01301
BEVERLY PRODINSKI	AKA BEVERLY BEALER 201 N 100 W MILFORD UT 84751
BEVERLY PRODINSKI A.K.A.	BEVERLY BEALER, AN INDIVIDUAL 201 N. 100 W. MILFORD UT 84751
BEVERLY PRODZINSKI	A.K.A. BEVERLY BEALER, AN INDIVIDUAL 201 N. 100 W. MILFORD UT 84751
BISHOP, CARL	ADDRESS ON FILE
BLACKBURN III, JAMES, W	ADDRESS ON FILE
BLACKBURN PROPANE, INC.	1166 N. MAIN ST. CEDAR CITY UT 84721
BLACKBURN'S PROPANE, INC.	178 EAST MAIN STREET PO BOX 204 BICKNELL UT 84715
BLACKNER, ROBERT, A	ADDRESS ON FILE
BODEC, INC.	90 EAST 1300 SOUTH PRICE UT 84501
BOND SAFEGUARD INSURANCE COMPANY	LEXON INSURANCE COMPANY
BOND SAFEGUARD INSURANCE COMPANY	LEXON SURETY GROUP 12890 LEBANON ROAD MT. JULIET TN 37122
BORREGO, JOHNNIE	ADDRESS ON FILE
BOSTIC, RANDY, G	ADDRESS ON FILE
BOUCK, CASEY	ADDRESS ON FILE
BOWCUT, BRYCE	ADDRESS ON FILE
BRADSHAW, BROCK, D	ADDRESS ON FILE
BRADSHAW, JOSHUA	ADDRESS ON FILE
BRAHMA	1132 SOUTH 500 WEST SALT LAKE CITY UT 84101
BRAHMA GROUP, INC.	1132 SOUTH 500 WEST SALT LAKE CITY UT 84101
BRENNTAG PACIFIC, INC.	10747 PATTERSON PLACE SANTA FE SPRINGS CA 90670
BRIAN PAYTON	PO BOX 492 BEAVER UT 84713-0492
BROADBILL PARTNERS, L.P.	ATTN: JON MARCUS 527 MADISON AVENUE, 6TH FLOOR NEW YORK NY 10022
BROADBILL PARTNERS, L.P.	ATTN: JON MARCUS 547 MADISON AVENUE, 6TH FLOOR NEW YORK NY 10022
BROADBILL PARTNERS, L.P.	C/O BRIAN M. CLARKE ANDREWS KURTH KENYON LLP 450 LEXINGTON AVENUE NEW YORK NY 10017
BROOKS, RYAN	ADDRESS ON FILE
BRUNO ENGINEERING	90 EAST 1300 SOUTH PRICE UT 84501
BRYAN NIELSON	3400 HILL AVE APT 705 BUTTE MT 59701-3353
BUHLER, LESLIE	ADDRESS ON FILE
BUHLER, RICHARD	ADDRESS ON FILE
BULL, JASON	ADDRESS ON FILE
BURBANK, JUSTIN	ADDRESS ON FILE
BURK, SAMANTHA, R	ADDRESS ON FILE
BURNETTE, RICHARD, B	ADDRESS ON FILE
CAID INDUSTRIES	PO BOX 26945 TUCSON AZ 85726
CALLISTER, SHERRI	ADDRESS ON FILE
CARDENAS, MANUEL	ADDRESS ON FILE
CARDNO, INC.	PO BOX 123422 DALLAS TX 75312-3422
CARDWELL DISTRIBUTING	8137 SOUTH STATE MIDVALE UT 84047
CARLSON, JERAMIE	ADDRESS ON FILE
CARRERA, ROLAND	ADDRESS ON FILE
CARTER, COURTNEY	ADDRESS ON FILE
CARTER, DEVIN, R	ADDRESS ON FILE
CARTER, DOUGLAS, R	ADDRESS ON FILE
CARTER, HAILEY, D	ADDRESS ON FILE

Claim Name	Address Information
CARTER, JOHN, P	ADDRESS ON FILE
CARTER, LADELL	ADDRESS ON FILE
CAT FINANCIAL SERV. CORP.	RAY QUINNEY & NEBEKER, P.C., ATTN: DAVID H. LEIGH, ESQ. 36 S. STATE ST., SUITE 1400 SALT LAKE CITY UT 84111
CATEPILLAR FINANCIAL SERVICES CORP.	C/O RAY QUINNEY & NEBEKER P.C. ATTN: DAVID H. LEIGH 36 SOUTH STATE ST, SUITE 1400 SALT LAKE CITY UT 84111
CATERPILLAR FINANCIAL SERVICES CORP.	2120 WEST END AVENUE NASHVILLE TN 37203
CATERPILLAR FINANCIAL SERVICES CORP.	2120 WEST END AVENUE P.O. BOX 340001 NASHVILLE TN 37203
CATERPILLAR FINANCIAL SERVICES CORP.	PO BOX 100647 PASADENA CA 90089-0647
CATERPILLAR FINANCIAL SERVICES CORP.	P. O. BOX 100647 PASADENA CA 91189-0647
CAZARES, MIGUEL	ADDRESS ON FILE
CDW DIRECT	PO BOX 75723 CHICAGO IL 60675-5723
CH SPENCER	ATTN: LISA EULBERG PO BOX 26066 SALT LAKE CITY UT 84126-0066
CH SPENCER & COMPANY	ATTN: LISA EULBERG PO BOX 26066 SALT LAKE CITY UT 84126-0066
CHAPMAN FINANCIAL/TERRA FEPULEAI	119 W 700 N VERNAL UT 84078
CHAVEZ JR, RICARDO	ADDRESS ON FILE
CHAVEZ SR, RICARDO	ADDRESS ON FILE
CHAVEZ, DANEE	ADDRESS ON FILE
CHENAULT, MATTHEW	ADDRESS ON FILE
CHEVRON PHILLIPS MINING CHEMICALS	10001 SIX PINES DRIVE THE WOODLANDS TX 77380
CHIPMAN, JEFFERSON, M	ADDRESS ON FILE
CHRISTENSEN, KIMBERLY	ADDRESS ON FILE
CHYNOWETH, DANIEL	ADDRESS ON FILE
CITY OF MILFORD	ATTN: NOLAN DAVIS (MAYOR) P.O. BOX 69 26 SOUTH 100 WEST MILFORD UT 84751
CLARITY MANAGEMENT LP	100 N. CRESCENT DR., STE 300 BEVERLY HILLS CA 90210-5452
CLEMENTS, TYLER, L	ADDRESS ON FILE
CLENT TRAMMELL	1772 WEST 12980 SOUTH RIVERTON UT 84065
CMC TIRE CORPORATE	9 S WASHINGTON ST STE 301 SPOKANE WA 99201-5117
CMC TIRE INC	9 S WASHINGTON ST, 301 SPOKANE WA 99201
CMC TIRE, INC	9 S WASHINGTON ST STE 301 SPOKANE WA 99201-5117
CODALE ELECTRIC SUPPLY	PO BOX 740525 LOS ANGELES CA 90074-0525
COHNE KINGHORN PC	ATTN: GEORGE B. HOFMANN 111 EAST BROADWAY, 11TH FLOOR SALT LAKE CITY UT 84111
COLE PARMER	ATTN: ALLAN BLAIR 13927 COLLECTIONS CENTER DR. CHICAGO IL 60693-0139
COLE, MELISSA	ADDRESS ON FILE
COLLINS, STEVEN, C	ADDRESS ON FILE
COLLINS, ZACH	ADDRESS ON FILE
COMMON SENSE PROJECT SOLUTIONS LLC	2241 EAST WALLING DR. BOISE ID 83712
COMMON SENSE PROJECT SOLUTIONS, LLC	4844 N 300 W STE 300 PROVO UT 84604-5670
CONSOLIDATED ENGINEERING LABORATORIES	2130 SOUTH 3140 WEST SUITE C SALT LAKE CITY UT 84119
CONTRERAS, STEVEN, R	ADDRESS ON FILE
COOLEY, JEREMIAH	ADDRESS ON FILE
COONEY, JENNIFER	ADDRESS ON FILE
COPPER KING MINING CORPORATION	380 NORTH 200 WEST, SUITE 102 BOUNTIFUL UT 84010-4743
CORSE, KIRK	ADDRESS ON FILE
CORSE, KIRK, A	ADDRESS ON FILE
CORSI, CAROL	ADDRESS ON FILE
CORTEX MINING AND EXPLORATION CO., INC.	A UTAH CORPORATION 1143 WILD DUCK LANE SALT LAKE CITY UT 84117
CORTEX MINING AND EXPLORATION CO., INC.	A UTAH CORPORATION; DERECK LANGTON, (NEVADA STAR); PARSONS BEHLE & LATIMER 201 S. MAIN STREET, SUITE 1800 SALT LAKE CITY UT 84111
CORTEX MINING AND EXPLORATION CO.INC.	A UTAH CORPORATION GREGORY P.WILLIAMS CORTEX) FABIAN VANCOTT 215 S. STATE ST.,

Claim Name	Address Information
CORTEX MINING AND EXPLORATION CO.INC.	SUITE 1200 SALT LAKE CITY UT 84111
CORTEX MINING AND EXPLORATION, INC.	1143 WILD DUCK LANE SALT LAKE CITY UT 84117
CRANNEY, GABE	ADDRESS ON FILE
CRAW, CAMRON	ADDRESS ON FILE
CRAWSHAW, DAVID	ADDRESS ON FILE
CUADRAS, RAUL	ADDRESS ON FILE
CYTEC INDUSTRIES	ATTN: CREDIT DEPT. 5 GARRETT MTN. PLAZA WOODLAND PARK NJ 07424
DALTON, JOSEPH	ADDRESS ON FILE
DALTON, JOSEPH E.	ADDRESS ON FILE
DANIEL A. JENSEN	PARR, WADDOUNS, BROWN, GEE & LOVELESS 185 SOUTH STATE STREET, SUITE 1300 SALT LAKE CITY UT 84111
DARIN MALCHUS	1301 W. 800S. MAPLETON UT 84664
DASSAULT SYTEMES AMERICAS CORP.	PO BOX 415728 BOSTON MA 02241-5728
DAVID J RICHARDS LLC	D/B/A WESTERN US MINERALS INVESTOR, LLC C/O SMITH KNOWLES PC; M DARIN HAMMOND 2225 WASHINGTON BLVD, STE 200 OGDEN UT 84401
DAVID J. RICHARDS, LLC	ATTN: ROBERT LAUTZ 10866 WILSHIRE BOULEVARD, SUITE 1450 LOS ANGELES CA 90024
DAVID J. RICHARDS, LLC	DBA WESTERN US MINERAL INVESTORS, LLC 500 S. FRONT ST., SUITE 1200 COLUMBUS OH 43215
DAVID MCMULLIN	1252 E. NICHOLS CANYON RD. CEDAR CITY UT 84721
DAVID V. RICHARDS	7158 WILTON CHASE DUBLIN OH 43017
DAVIS III, JAMES	ADDRESS ON FILE
DAVIS, BRYANT	ADDRESS ON FILE
DAVIS, JAMES, B	ADDRESS ON FILE
DAY, KATHRYN	ADDRESS ON FILE
DEGRAFFENRIED JR., JAMES, L	ADDRESS ON FILE
DEGRAFFENRIED, STEPHANIE, C	ADDRESS ON FILE
DENBOER, CAMERON	ADDRESS ON FILE
DEPARTMENT OF THE TREASURY - IRS	INTERNAL REVENUE SERVICE PO BOX 7346 PHILADELPHIA PA 19101-7346
DETTAMANTI, JOSHUA	ADDRESS ON FILE
DIGGINS, SEAN	ADDRESS ON FILE
DIVISION OF OIL GAS & MINING	1594 WEST NORTH TEMPLE, SUITE 1201 PO BOX 145801 SALT LAKE CITY UT 84114-5801
DJB GAS SERVICES INC.	PO BOX 1811 SALT LAKE CITY UT 84110-1811
DJB GAS SERVICES, INC.	ATTN: ELAINE MONSON RAY QUINNEY & NEBEKER P.C. 36 SOUTH STATE STREET, SUITE 1400 SALT LAKE CITY UT 84111
DORSEY & WHITNEY	136 SOUTH MAIN STREET, SUITE 1000 SALT LAKE CITY UT 84101-1685
DOTSON, CODIE	ADDRESS ON FILE
DOTSON, DALE	ADDRESS ON FILE
DOTSON, DANIEL	ADDRESS ON FILE
DOTSON, JOANNE, A	ADDRESS ON FILE
DOTSON, JOHN A.	ADDRESS ON FILE
DOTSON, PATTI, J	ADDRESS ON FILE
DUN AND BRADSTREET	103 JFK PARKWAY SHORT HILLS NJ 07078
DXS CAPITAL (U.S. LIMITED)	PT LIPPO KARAWACI TBK; 7 BOULEVARD PALEM RAYA #22-00 MENARA MATAHARI LIPPO KARAWACI CENTRAL, TANGERANG 15811 BANTEN INDONESIA
DYKMAN ELECTRICAL	2323 FEDERAL WAY BOISE ID 83705
EATCHEL, JUSTIN, J	ADDRESS ON FILE
EDWARDS, CORY	ADDRESS ON FILE
EIDEBAILLY LLP	5 TRIAD CENTER, SUITE 750 SALT LAKE CITY UT 84180-1128
EKS&H LLP	8181 E TUFTS AVE STE 600 DENVER CO 80237-2579
ELWELL, TRACY	ADDRESS ON FILE

Claim Name	Address Information
EMERSON	24865 NETWORK PLACE CHICAGO IL 60673-1248
EMPIRE ADVISORS, LLC	500 S. FRONT STREET, SUITE 1200 COLUMBUS OH 43215
ENMAN, CLINTON	ADDRESS ON FILE
EPIQ BANKRUPTCY SOLUTIONS, LLC	777 THIRD AVENUE, 12TH FLOOR NEW YORK NY 10017
ERICKSON, ADAM, R	ADDRESS ON FILE
ERICKSON, TYLER	ADDRESS ON FILE
EVANS, ADAM, L	ADDRESS ON FILE
EXPRESS METAL FABRICATORS, LLC	(DIVISION OF ST. GEORGE STEEL) C/O FISHER & HUNTER LLC 444 EAST TABERNACLE, STE B-201 SAINT GEORGE UT 84770
EYRE, BRYANT, J	ADDRESS ON FILE
EYRE, DAVID	ADDRESS ON FILE
FASTENAL	ATTN: ANGELA CHADBURN PO BOX 1286 WINONA MN 55987
FAULKNER, SUSAN	ADDRESS ON FILE
FERGUSON ENTERPRISES, INC	1422 SO 4450 WEST SALT LAKE CITY UT 84104-3439
FERGUSON ENTERPRISES, INC.	1422 SOUTH 4450 WEST SALT LAKE CITY UT 84104
FINCH TRUCKING	P. O. BOX 251 251 NORTH 300 WEST MILFORD UT 84751
FINCH, KARA	ADDRESS ON FILE
FINCH, LANCE, A	ADDRESS ON FILE
FIRST NATIONAL CAPITAL	27051 TOWNE CENTER DRIVE, SUITE 260 FOOTHILL RANCH CA 92610
FIRST NATIONAL CAPITAL CORPORATION	27051 TOWNE CENTER DRIVE STE 260 FOOTHILL RANCH CA 92610
FIRST NATIONAL CAPITAL, LLC	1029 HIGHWAY 6 NORTH, SUITE 650-283 HOUSTON TX 77079
FIRST NATIONAL CAPITAL, LLC	C/O KEATING MUETHING & KLEKAMP PLL ATTN: JASON V STITT 1 E. 4TH ST, STE 1400 CINCINNATI OH 45202
FIRST NATIONAL CAPITAL, LLC	27051 TOWNE CENTER DRIVE, SUITE 260 FOOTHILL RANCH CA 92610
FISCHER, KATIE	ADDRESS ON FILE
FISH, CHARLES	ADDRESS ON FILE
FISHER SCIENTIFIC	13551 COLLECTIONS CTR DR. CHICAGO IL 60693
FL SMIDTH KREBS INC.,	ATTN: ANDREW BRYCE PO BOX 123252 DEPT 3252 DALLAS TX 75312-3252
FL SMIDTH SLC	7158 SOUTH FL SMIDTH DR. MIDVALE UT 84047
FL SMIDTH TUCSON	5505 W. GILLETTE RD. TUCSON AZ 85743-9501
FL SMIDTH USA INC	SALT LAKE CITY OPERATIONS, DEPT 3238 PO BOX 123238 DALLAS TX 75312-3238
FLEETMATICS USA LLC	PO BOX 347472 PITTSBURGH PA 15251-4472
FLETCHER, BILLY, J	ADDRESS ON FILE
FLOMIN, INC.	ATTN: COLIN CUMBERBATCH ONE CHEMICAL PLANT ROAD PO BOX 250 RICEBORO GA 31323
FLORES, ALAN	ADDRESS ON FILE
FNF CONSTRUCTION	115 S. 48TH STREET TEMPE AZ 85281
FNF CONSTRUCTION, INC.	115 S. 48TH STREET TEMPE AZ 85281
FREEPORT-MCMORAN MINERAL PROPERTIES INC.	333 N. CENTRAL AVE. PHOENIX AZ 85004
FREEWAY TRANSMISSIONS	847 WEST 1700 SOUTH SALT LAKE CITY UT 84104
FREEZE, ANDREW	ADDRESS ON FILE
FTI CONSULTING, INC.	ATTN: DAVID BECKMAN 1001 17TH ST., #1100 DENVER CO 80202
FULLMER SANITATION	4085 WEST 4600 SOUTH DELTA UT 84624
FULLMER, BILLY, M	ADDRESS ON FILE
FUNYINA, TIMOTHY	ADDRESS ON FILE
GALLARDO, DANIEL	ADDRESS ON FILE
GALSON LABORATORIES	PO BOX 8000, DEPT. 684 BUFFALO NY 14267
GAY, CAROLEE, C	ADDRESS ON FILE
GEM ENGINEERING	ATTN: ROBERT CORRY 485 NORTH AVIATION WAY CEDAR CITY UT 84721
GEMMEN, CHAD, M	ADDRESS ON FILE

Claim Name	Address Information
GEMMEN, SIMON	ADDRESS ON FILE
GEOTECH	2650 EAST 40TH AVENUE DENVER CO 80205
GEOTECH ENVIRONMENTAL EQUIPMENT, INC.	ATTN: CHRISTINA BROMAN 2650 E 40TH AVE DENVER CO 80205
GILBERT A. MCCULLEY, D. CAROL MCCULLEY	GRANT WOOD AND GAYLE WOOD PO BOX 1108 BEAVER UT 84713
GILBERT A. MCCULLEY, D. CAROL MCCULLEY,	GRANT WOOD, AND GAYLE WOOD, INDIVIDUALS P.O. BOX 1108 BEAVER UT 84713
GLOVE CONNECTION	5385 WYNN RD # B LAS VEGAS NV 89118-2368
GREAT BASIN INDUSTRIAL	1284 W FLINT MEADOW DR #A KAYSVILLE UT 84037
GREAT BASIN INDUSTRIAL, LLC	ATTN: J.D. OLDHAM 1284 FLINT MEADOW KAYSVILLE UT 84037
GRESSMAN, ALLEN, M	ADDRESS ON FILE
GRIFFITHS, MONTERRA	ADDRESS ON FILE
GRIFFITHS, PATRICIA, J	ADDRESS ON FILE
GRUNDY, JARED	ADDRESS ON FILE
H&E EQUIPMENT SERVICES	4319 SOUTH RIVER ROAD ST. GEORGE UT 84790
HAGENNO, JORDAN, W	ADDRESS ON FILE
HAGGERTY, TIM	ADDRESS ON FILE
HAISLIP, JON	ADDRESS ON FILE
HANKS, JEREMY	ADDRESS ON FILE
HARD ROCK CONSULTING, INC.	7114 W. JEFFERSON AVE., #308 LAKEWOOD CO 80235
HARD ROCK CONSULTING, LLC	7114 W. JEFFERSON AVE., #308 LAKEWOOD CO 80235
HARDY, BRENT	ADDRESS ON FILE
HARDY, JAMMIE	ADDRESS ON FILE
HARRISON, MATT	ADDRESS ON FILE
HARRISON, MERRILL	ADDRESS ON FILE
HASS, DAVID, E	ADDRESS ON FILE
HASS, EDITH	ADDRESS ON FILE
HAWKINS, GREG, G	ADDRESS ON FILE
HD/WHITE CAP	ATTN: BRIAN HASTINGS 3884 S RIVER ROAD ST. GEORGE UT 84790
HEDRICK, DAKOTA	ADDRESS ON FILE
HEER, AMY	ADDRESS ON FILE
HEMCO CORPORATION	711 SOUTH POWELL ROAD INDEPENDENCE MO 64056
HENRIE, BRIAN	ADDRESS ON FILE
HEPWORTH, TONY	ADDRESS ON FILE
HERRON, TORI	ADDRESS ON FILE
HESS TRAVEL	150 N. MAIN STREET BOUNTIFUL UT 84010
HEWITT, LARRY	ADDRESS ON FILE
HILL, ROBERT	ADDRESS ON FILE
HOGAN LOVELLS US LLP	ATTN: EDWARD DOLAN / PIERRE AZZI 555 THIRTEENTH STREET, NW WASHINGTON DC 20014
HOLDAWAY, JASON, T	ADDRESS ON FILE
HONNEN EQUPMENT CO.	ATTN: KRIS KAPP 5055 E. 72ND AVE. COMMERCE CITY CO 80022
HOOVER, JOHNATHAN, L	ADDRESS ON FILE
HORN SILVER MINES, INC	1005 EAST 3900 SOUTH SALT LAKE CITY UT 84124
HORN SILVER MINES, INC.	A UTAH CORPORATION 10 WEST BROADWAY #702 SALT LAKE CITY UT 84101
HORN SILVER MINES, INC.	10 WEST BROADWAY #702 SALT LAKE CITY UT 84101
HORVATH, DAVID	ADDRESS ON FILE
HOYT, JARED	ADDRESS ON FILE
HUDSON, TIM, M	ADDRESS ON FILE
HUGH, TRAVIS	ADDRESS ON FILE
HUISH, RON	ADDRESS ON FILE

Claim Name	Address Information
HUNT, DAVID	ADDRESS ON FILE
HUNTINGTON, KAYLA	ADDRESS ON FILE
HUNTINGTON, WESTON	ADDRESS ON FILE
HUTCHINGS, COLLIN	ADDRESS ON FILE
HUTCHINGS, MICHAEL, J	ADDRESS ON FILE
HYDROMETAL, INC.	P.O. BOX 309 KNIGHTSEN CA 94548
HYDROMETAL, INC.	PO BOX 309 KNIGHTSON CA 94548-0309
ICPE	1145 EAST SOUTH UNION AVENUE MIDVALE UT 84047
IMAGEPRO	95 WEST HARDING AVE. CEDAR CITY UT 84751
INDUSTRIAL SUPPLY	TREVOR RUSHTON PO BOX 30600 SALT LAKE CITY UT 84130
INDUSTRIAL WAREHOUSE SUPPLIES INC.	PO BOX 5803 ORANGE CA 92863
INTERMOUNTAIN CONSUMER	PROFESSIONAL ENGINEERS, INC. 1145 EAST SOUTH UNION AVE. MIDVALE UT 84047
INTERNAL REVENUE SERVICE	UT 84201
INTERNAL REVENUE SERVICE	1160 WEST 12TH STREET OGDEN UT 84201
INTERNATIONAL LINING TECHNOLOGY	850 MAESTRO DRIVE, SUITE 101 RENO NV 89511
INTERNATIONAL LINING TECHNOLOGY, INC.	(A NEVADA CORP.) 850 MAESTRO DR., STE 101 RENO NV 89511
INTERTEK PHARMACEUTICAL SERVICES	HEXAGON TOWER, CRUMPSALL VALE BLACKLEY MANCHESTER M9 8GQ UNITED KINGDOM
IPFS CORPORATION	900 ASHWOOD PARKWAY, SUITE 370 ATLANTA GA 30338
IRONSHORE INDEMNITY INC.	STATE OF UTAH, DIVISION OF OIL, GAS AND MINING
IRONSHORE INDEMNITY, INC.	75 FEDERAL STREET, SUITE 500 BOSTON MA 02110
ISCO INDUSTRIES, INC.	1974 SOLUTIONS CENTER CHICAGO IL 60677-1009
J&M STEEL SOLUTIONS LLC	894 W. STATE STREET LEHI UT 84157
J.W. WISNER INC.	12410 E. COPE HORN DRIVE TUCSON AZ 85749
JENSEN, KELLY	ADDRESS ON FILE
JENSEN, SCOTT	ADDRESS ON FILE
JESSUP, ANTHONY, R	ADDRESS ON FILE
JKL CONSTRUCTION	ATTN: BRYANT J EYRE PO BOX 156 MINERSVILLE UT 84752
JKL CONSTRUCTION	1500 SOUTH HWY 118 RICHFIELD UT 84701
JKL CONSTRUCTION INC	1500 SOUTH HWY 118 RICHFIELD UT 84701
JOHN MOYO	265 S MARBLE CANYON CIR CEDAR CITY UT 84720-6715
JOHNSON, KAYLA	ADDRESS ON FILE
JOHNSON, SHAYLA	ADDRESS ON FILE
JONES, AARON	ADDRESS ON FILE
KB OIL	MANNATEC/FLEETCOR P. O. BOX 105080 ATLANTA GA 30348-5080
KEN BETTRIDGE DISTRIBUTING, INC.	C/O RAND BETTRIDGE 386 NORTH 100 WEST CEDAR CITY UT 84721
KEN URIE	4015 WEST 1600 NORTH CEDAR CITY UT 84721
KESLER & RUST	ATTN: SCOTT R. MERCER/SCOTT S. BRIDGE 68 SOUTH MAIN STREET, SUITE 200 SALT LAKE CITY UT 84101
KIMBALL MIDWEST	4800 ROBERTS ROAD COLUMBUS OH 43228
KIMMERLING, CORY	ADDRESS ON FILE
KINNAMAN, JOSH	ADDRESS ON FILE
KNIGHT, ZACHARY, B	ADDRESS ON FILE
KOGER, CAROLE	ADDRESS ON FILE
KOMATSU EQUIPMENT	ATTN: ZACH PO BOX 842326 DALLAS TX 75284
KOMATSU FINANCIAL LIMITED PARTNERSHIP	P.O. BOX 5050 ROLLING MEADOWS IL 60008
KOMATSU FINANCIAL LIMITED PARTNERSHIP	RAY QUINNEY & NEBEKER, P.C. ATTN: DAVID H. LEIGH, ESQ. 36 S. STATE ST., SUITE 1400 SALT LAKE CITY UT 84111
KOMATSU FINANCIAL LIMITED PARTNERSHIP	C/O RAY QUINNEY & NEBEKER P.C. ATTN: DAVID H. LEIGH 36 SOUTH STATE ST, SUITE 1400 SALT LAKE CITY UT 84111
KOMATSU FINANCIAL LP	1701 W. GOLF RD SUITE 1-300 ROLLING MEADOWS IL 60008



**Claim Name****Address Information**

KOMATSU FINANCIAL LP	1701 W. GOLF RD., SUITE I-300 ROLLING MEADOWS IL 60008
KOMATSU FINANCIAL LP	PO BOX 99303 CHICAGO IL 60693-9303
KRAMER, CHUCK	ADDRESS ON FILE
KUMPE, JOSEPH, R	ADDRESS ON FILE
LABLANC, CHRIS	ADDRESS ON FILE
LEAK LOCATION SERVICES, INC.	16124 UNIVERSITY OAK SAN ANTONIO TX 75249
LEAVITT, PENN, W	ADDRESS ON FILE
LEEDER, TOMMY	ADDRESS ON FILE
LENDL AH-FOOK	P. O. BOX 12 MILFORD UT 84751
LEPE, JAIME	ADDRESS ON FILE
LES OLSON COMPANY	ATTN: LISA THALLER (CFO) PO BOX 65598 SALT LAKE CITY UT 84165-0598
LESLIE BUHLER	4499 N. MARSHALL TRAIL CEDAR CITY UT 84721
LEVENE NEALE BENDER YOO & BRILL LLP	ATTN MARTIN J. BRILL, ESQ 10250 CONSTELLATION BLVD, STE 1700 LOS ANGELES CA 90067
LEVENE, NEALE, BENDER, YOO & BRILL, LLP	ATTN: MARTIN J. BRILL / KRIKOR J. MESHEFEJIAN 10250 CONSTELLATION BLVD, STE 1700 LOS ANGELES CA 90067-6200
LEXON INSURANCE COMPANY	LEXON INSURANCE COMPANY 256 JACKSON MEADOW DR. , SUITE 201 ATTN: DAVID E. CAMPBELL, PRESIDENT HERMITAGE TN 37076
LEXON INSURANCE COMPANY	ATTN: DAVID E. CAMPBELL 12890 LEBANON ROAD MT JULIET TN 37122
LEXON INSURANCE COMPANY	ATTN: DAVID E. CAMPBELL 256 JACKSON MEADOW DR., SUITE 201 HERMITAGE TN 37076
LIFEMAP ASSURANCE COMPANY	PO BOX 35023 SEATTLE WA 98124-3500
LINFORD, RENEE	ADDRESS ON FILE
LIPPO CHINA RESOURCES	ROOMS 2302 AND 2303, 3RD FLOOR TOWER ONE LIPPO CENTRE 80 QUEENSWAY HONG KONG
LIPPO CHINA RESOURCES	ROOMS 2302 AND 2303 3RD FLOOR TOWER ONE LIPPO CENTRE,80 QUEENSWAY HONG KONG HONG KONG
LIPPO ENERGY	50 RAFFLES PLACE 48623 SINGAPORE
LIVINGSTON INTERNATIONAL	ATTN: SHARON OSOWSKI PO BOX 2168 VANCOUVER BC V6B 4R6 CANADA
LODGING ENTERPRISES	ATTN: LISA BAUMAN 8080 EAST CENTRAL, SUITE 180 WICHITA KS 67206
LOEWEN ASSOCIATES	9257 N 117TH STREET SCOTTSDALE AZ 85259
LOEWEN ASSOCIATES LLC	9257 N. 117TH STREET SCOTTSDALE AZ 85259
LOEWEN ASSOCIATES, LLC	9257 N. 117TH STREET SCOTTSDALE AZ 85259
LOPEZ, ESTEVAN	ADDRESS ON FILE
LUCERO, CHRISTOPHER	ADDRESS ON FILE
M3	2051 W. SUNSET RD., STE 101 TUCSON AZ 85704
M3 ENGINEERING & TECHNOLOGY	2051 W. SUNSET RD., STE 101 TUCSON AZ 85704
M3 ENGINEERING & TECHNOLOGY	2051 W. SUNSET RD., STE 101 TUCSON AZ 85714
M4 INSTRUMENTS	50 W TECHNECENTER DR SUITE B-1 MILFORD OH 45150
MAJOR DRILLING	2200 SOUTH 4000 WEST SALT LAKE CITY UT 84120
MAJOR DRILLING AMERICA	2200 SOUTH 4000 WEST SALT LAKE CITY UT 84120
MAJOR DRILLING AMERICA, INC.	2200 SOUTH 4000 WEST SALT LAKE CITY UT 84121
MANNATEC/FLEETCOR	PO BOX 105080 ATLANTA GA 30348-5080
MARSHALL COOPER	C/O RAMSEY HANNA REEDSMITH LLLP 1901 AVENUE OF THE STARS, SUITE 700 LOS ANGELES CA 90067
MARSHALL, WAYLON, T	ADDRESS ON FILE
MASS MUTUAL FINANCIAL GROUP	1295 STATE STREET SPRINGFIELD MA 01111
MAY, BRIAN, T	ADDRESS ON FILE
MAZUMA CAPITAL	10813 SOUTH RIVER FRONT PKWY., STE 475 SOUTH JORDAN UT 84095
MCCULLEY, D. CAROL	P.O. BOX 1108 BEAVER UT 84713-1108
MCMULLIN, DAVID, D	ADDRESS ON FILE
MEMMOTT, TODD	ADDRESS ON FILE

Claim Name	Address Information
MERIT CONSULTANTS INTERNATIONAL	A DIVISION OF CEMENTATION CANADA, INC. C/O CHRISTENSEN JAMES & MARTIN ATTN: EVAN JAMES; 7440 W. SAHARA AVENUE LAS VEGAS NV 89117
MERIT CONSULTANTS INTERNATIONAL INC.	#401 - 750 WEST PENDER STREET VANCOUVER BC V6C 2T8 CANADA
MET-TECH INTERNATIONAL, LLC	8540 E MCDOWELL ROAD, STE 106 MESA AZ 85207
MET-TECH INTERNATIONAL, LLC	C/O W D ERNT 8540 E MCDOWELL RD, STE 106 MESA AZ 85207
METSO MINERALS INDUSTRIES INC	C/O WELLS FARGO BANK N.A. PO BOX 945859 ATLANTA GA 30394-5859
MILES, BRAD	ADDRESS ON FILE
MILFORD CHEVRON	402 S MAIN ST MILFORD UT 84751
MILLER, STEPHEN	ADDRESS ON FILE
MINERALS ADVISORY GROUP, LLC	2524 W RUTHRAUFF RD TUCSON AZ 85705-5095
MOLY-COP USA	8116 WILSON ROAD KANSAS CITY MO 64125
MONITEK, INC.	C/O FIRST NATIONAL BANK P.O. BOX 44684 RIO RANCHO NM 87174
MORRISON, PAMELA	ADDRESS ON FILE
MOUNTAIN STATES TRANSFORMER	14207 W HWY 30 POCATELLO ID 83202
MOUNTAIN STATES TRANSFORMER INC	14207 W HWY 30 POCATELLO ID 83202
MOUNTAIN STATES TRANSFORMER SERVICE,	INC. 14207 W HWY 30 POCATELLO ID 83202
MOUSSEAU, JAMES	ADDRESS ON FILE
MSC INDUSTRIAL SUPPLY	75 MAXESS ROAD MELVILLE NY 11747-3151
MYERS, CLAY, D	ADDRESS ON FILE
NAUTILUS FLOATS	ATTN: TINA FRETZ 11405 N. PENNSYLVANIA STREET, STE 106 CARMEL IN 46032
NAVITAS CREDIT CORP	1719 ROUTE 10 EAST SUITE 306 PARSIPPANY NJ 07054
NAVITAS LEASE CORP.	1719 ROUTE 10 EAST, SUITE 306 PARSIPPANY NJ 07054
NEELTRAN INC	71 PICKET DISTRICT RD NEW MILFORD CT 06776
NEILSEN, GARY, S	ADDRESS ON FILE
NEUMANN, RYAN, C	ADDRESS ON FILE
NEVADA STAR RESOURCE CORP.	(U.S.) & PURE NICKEL INC. ATTN:D.LANGSTON;PARSONS BEHELE & LATIMER 201 S. MAIN STREET, SUITE 1800 SALT LAKE CITY UT 84111
NEVADA STAR RESOURCE CORP. (U.S.)	AND PURE NICKEL INC. 95 WELLINGTON ST W. STE 900;P.O. BOX 28 ATTN: DAVID R. MCPHERSON TORONTO ON M5J 2N7 CANADA
NEVADA STAR RESOURCE CORP. (U.S.)	AND CORTEX MINING & EXPLORATION CO, INC ATTN: DAVID MCPHERSON 161 BAY ST, SUITE 2700 TORONTO ON M5J 2S1 CANADA
NEVADA STAR RESOURCE CORP. (U.S.)	A NEVADA CORPORATION; DEREK LANGTON PARSONS BEHLE & LATIMER 201 S. MAIN STREET, SUITE 1800 SALT LAKE CITY UT 84111
NEVADA STAR RESOURCE CORP. (U.S.),	A NEVADA CORPORATION 95 WELLINGTON ST W. STE900, P.O. BOX 28 ATTN: DAVID R. MCPHERSON TORONTO ON M5J 2N7 CANADA
NEVADA STAR RESOURCE CORP. (U.S.),	A NEVADA CORPORATION ATTN: DAVID R. MCPHERSON 95 WELLINGTON ST. W, STE 900;P.O. BOX 28 TORONTO ON M5J 2N7 CANADA
NEW, PHILLIP, A	ADDRESS ON FILE
NEWMAN, RYAN	ADDRESS ON FILE
NEXEN PRUET, LLC	CNSL TO AUGUSTA FIBERGLASS; COATINGS, INC. ,ATTN: KYLE A. BRANNON 1230 MAIN ST, STE 700,P. O. BOX 2426 COLUMBIA SC 29202
NIELSON, BRYAN, R	ADDRESS ON FILE
NOBLE AMERICAS	107 ELM STREET STAMFORD CT 06901
NOBLE AMERICAS CORP.	FOUR STAMFORD PLAZA 107 ELM STREET STAMFORD CT 06902
NOBLE AMERICAS CORP.	A DELAWARE CORPORATION FOUR STAMFORD PLAZA 107 ELM STREET STAMFORD CT 06902
OAK TREE INN	777 W HWY 21 PO BOX 767 MILFORD UT 84751
OAKESON, JUSTIN	ADDRESS ON FILE
OCCUPATIONAL HEALTH CARE INTL	1234 WEST SO. JORDAN PARKWAY STE A SOUTH JORDAN UT 84095
OHIO DEPARTMENT OF TAXATION	4485 NORTHLAND RIDGE BLVD COLUMBUS OH 43229
OHIO DEPARTMENT OF TAXATION, THE	ATTN: BANKRUPTCY DIV PO BOX 530 COLUMBUS OH 43216

Claim Name	Address Information
OLD DOMINION FREIGHT LINE	PO BOX 742296 LOS ANGELES CA 90074-2296
ORTIZ, MARIO	ADDRESS ON FILE
OVERHEAD DOOR OF UTAH	1094 N 1300 W OREM UT 84057
OWBOW	1450 LAKE ROBBINS DRIVE, SUITE 500 THE WOODLANDS TX 77380
OWBOW SULPHUR, INC.	C/O PETER LYONS 1601 FORUM PLACE, 12TH FLOOR WEST PALM BEACH FL 33401
OWBOW SULPHUR INC.	ATTN: JOHN PALMER 1450 LAKE ROBBINS DRIVE, SUITE 500 THE WOODLANDS TX 77380
OWBOW SULPHUR INC.	1450 LAKE ROBBINS DRIVE, SUITE 500 THE WOODLANDS TX 77380
PACE'S CULLIGAN BOTTLED WATER	PO BOX 1854 CEDAR CITY UT 84721-1854
PACIFICORP DBA ROCKY MOUNTAIN POWER	PO BOX 26000 PORTLAND OR 97256-0000
PACIFICORP DBA ROCKY MOUNTAIN POWER	PO BOX 26000 PORTLAND OR 97256-0001
PACIFICORP, AN OREGON CORPORATION	DOING BUSINESS IN UTAH AS ROCKY MOUNTAIN POWER
PACNET CAPITAL (U.S. LIMITED)	C/O PEDRO A. JIMENEZ/PAUL C. HUCK, JR. 600 BRICKELL AVENUE BRICKELL WORLD PLAZA, SUITE 3300 MIAMI FL 33131
PACNET CAPITAL (U.S. LIMITED)	C/O RALPH MABEY/ADELAIDE MAUDSLEY KIRTON MCCONKIE P.C. 60 EAST SOUTH TEMPLE, SUITE 400 SALT LAKE CITY UT 84111
PACNET CAPITAL (U.S.) LIMITED	ROOMS 2302 AND 2303, 23RD FLOOR TOWER ONE, LIPPO CENTRE 89 QUEENSWAY HONG KONG CHINA
PACNET CAPITAL (U.S.) LIMITED	ROOMS 2302 AND 2303, 23RD FLOOR TOWER ONE, LIPPO CENTRE 89 QUEENSWAY HONG KONG
PACNET CAPITAL (U.S.) LIMITED	ROOMS 2302 AND 2303, 23RD FLOOR TOWER ONE, LIPPO CENTRE 89 QUEENSWAY, HONG KONG HONG KONG
PADGETT, KALLE, J	ADDRESS ON FILE
PALMER OF TEXAS	PO BOX 890800 CHARLOTTE NC 28289-0800
PASKETT, CHANDA	ADDRESS ON FILE
PAYCHEX	4300 KITTREDGE ST., SUITE 100 DENVER CO 80239
PAYTON, BRIAN	ADDRESS ON FILE
PAYTON, ERIC	ADDRESS ON FILE
PAYTON, ROBERT	ADDRESS ON FILE
PCM SALES	1940 E. MARIPOSA AVE. EL SEGUNDO CA 90245
PEARCE, KENT, H	ADDRESS ON FILE
PEARSON, MARGARITA	ADDRESS ON FILE
PEARSON, TROY, S	ADDRESS ON FILE
PEARSON, WALTER, S	ADDRESS ON FILE
PECTOL, ELLEN, L	ADDRESS ON FILE
PECTOL, KATHERYN	ADDRESS ON FILE
PECTOL, KATIE	ADDRESS ON FILE
PENDLETON, BRENT, H	ADDRESS ON FILE
PENTA INDUSTRIAL CORP.	10123 CORPORATE SQUARE DR SAINT LOUIS MO 63132-2905
PEPPER HAMILTON LLP	ATTN: DONALD J. DETWEILER HERCULEZ PLAZA, SUITE 5100 1313 NORTH MARKET STREET WILMINGTON DE 19899-1709
PEPPER HAMILTON LLP	ATTN: FRANCIS J. LAWALL 3000 TWO LOGAN SQUARE EIGHTEENTH AND ARCH STREETS PHILADELPHIA PA 19103-2799
PETERS, BRANDEL	ADDRESS ON FILE
PETTY, BRENNON	ADDRESS ON FILE
PHELPS, TODD	ADDRESS ON FILE
PHILLIPS, AMANDA	ADDRESS ON FILE
PHOENIX INDUSTRIAL	2111 SE COLUMBIA WAY VANCOUVER WA 98661
PHOENIX INDUSTRIAL, INC.	2111 SE COLUMBIA WAY VANCOUVER WA 98661
PIERCE, SPENCER, M	ADDRESS ON FILE
PIPE VALVE & FITTING CO.	2505 EAST 79TH AVE. PO BOX 5806 DENVER CO 80217
PIPE VALVE & FITTING CO.	2759 S 300 W STE B SALT LAKE CTY UT 84115-2962

Claim Name	Address Information
PITNEY BOWES	PO BOX 371874 PITTSBURG PA 15250-7874
PLASTICON	6387 LITTLE RIVER TURNPIKE ALEXANDRIA VA 22312
PLASTICON COMPOSITES	C/O ROBERT KOENIS 6387 LITTLE RIVER TURNPIKE ALEXANDRIA VA 22312
PLATTS	PO BOX 848093 DALLAS TX 75284-8093
PLESHE, ANTON, J	ADDRESS ON FILE
POLLOCK, MALLORY	ADDRESS ON FILE
POLLOCK, TYLER	ADDRESS ON FILE
POLLOCK, TYLER, G	ADDRESS ON FILE
PORTER, GARY, J	ADDRESS ON FILE
PRECIS INC	PAUL BOGDANICH ATTN: JOHN BOGDANICH PO BOX 9305 PORTLAND OR 97207
PRIME SOURCE	446 N PARK ST. UNIT C ST. GEORGE UT 84770
PROCESS TECHNOLOGY	4084 SOUTH 300 WEST SALT LAKE CITY UT 84107
PRYOR CASHMAN	COUNSEL TO PACIFICORP ATTN:AMALIA Y. SAX-BOLDER 7 TIMES SQUARE NEW YORK NY 10036
PUFFER, DAN, P	ADDRESS ON FILE
PULIDO, SALVADOR	ADDRESS ON FILE
PURCHASE POWER	PO BOX 371874 PITTSBURGH PA 15250-7874
PURVIS INDUSTRIES	10500 NORTH STEMMONS FWY DALLAS TX 75220
QUALITY CRUSHING	GENE HENRIE
QUALITY CRUSHING	C/O GENE HENRIE 956 SOUTH CANYON DRIVE CEDAR CITY UT 84720
QUALITY-CRUSHING	956 SOUTH CANYON ROAD CEDAR CITY UT 84720-5240
QUESTAR GAS	PO BOX 45841 SALT LAKE CITY UT 84139-0001
R. J. BAYER	8842 SHADY MEADOW DRIVE SANDY UT 84093
RAMIREZ, HEATHER	ADDRESS ON FILE
RASCH, COLE	ADDRESS ON FILE
RECLAMATION (SURETY)	UTAH DIVISION OF OIL GAS & MINING 1594 W. NORTH TEMPLE STE 3520 SALT LAKE CITY UT 84114
RELIANCE METALCENTER	PO BOX 27556 SALT LAKE CITY UT 84127
REMA TIP TOP	ATTN: BRUCE KING 119 ROCKLAND AVE PO BOX 76 NORTHVALE NJ 07647-0076
REYNOLDS BROTHERS, INC.	ATTN: ROBERT REYNOLDS, SECRETARY/TREAS. 6891 SOUTH 700 WEST, #200 MIDVALE UT 84047
RICH, STEPHEN	ADDRESS ON FILE
RICH, TANGIE	ADDRESS ON FILE
RICHARDS, DAVID V	ADDRESS ON FILE
RIGBY, NATHAN	ADDRESS ON FILE
RIGGS, STACEY	ADDRESS ON FILE
RMP	PO BOX 26000 PORTLAND OR 97256-0001
ROBB, JASON	ADDRESS ON FILE
ROBERT J. BAYER	PROFESSIONAL GEOLOGIST, LC 8842 SHADY MEADOW DRIVE SANDY UT 84093
ROBINSON, JAMES	ADDRESS ON FILE
ROBINSON, TROY	ADDRESS ON FILE
ROCKY MOUNTAIN FABRICATION	1125 WEST 2300 NORTH PO BOX 16409 SALT LAKE CITY UT 84116
ROCKY MOUNTAIN POWER	PO BOX 26000 PORTLAND OR 97256-0001
RODRIGUEZ, JEAN, A	ADDRESS ON FILE
ROLLINS CONSTRUCTION & TRUCKING	PO BOX 40 MILFORD UT 84751
ROLLINS CONSTRUCTION & TRUCKING	ATTN: LISA 1842 SOUTH HIGHWAY 21 PO BOX 40 MILFORD UT 84751
ROLLINS CONSTRUCTION AND TRUCKING, LLC	ATTN: LISA 1842 SOUTH HIGHWAY 21 P. O. BOX 40 MILFORD UT 84751
ROLLINS CONSTRUCTION AND TRUCKING, LLC	C/O KELLY ROLLINS 839 SOUTH 120 EAST P. O. BOX 40 MILFORD UT 84751
ROLLINS MACHINE	ATTN: TANYA 1842 SOUTH HWY 21 PO BOX 249 MILFORD UT 84751-0249
ROYAL WHOLESALE ELECTRIC	1819 S 900 W SALT LAKE CITY UT 84101

Claim Name	Address Information
ROYCE IVERSON HC	78 BOX 305 GARRISON UT 84728
ROYTEC GLOBAL	3 ANGUS CRESCENT LONGMEADOW BUSINESS ESTATE MODDERFONTEIN SOUTH AFRICA
ROYTEC GLOBAL (PTY) LTD	POSTNET SUITE 47 3 ANGUS CRESCENT LONGMEADOW EAST 1610 SOUTH AFRICA
RPS CAMPBELL COMPANIES, LLC	DBA NIELSEN'S ARC SERVICE 4901 WEST 2100 SOUTH SALT LAKE CITY UT 84120
RUSSELL D. ALLEY	1635 E. LIND ROAD TUCSON AZ 85719
SALT LAKE WINDUSTRIAL	ATTN: DAN STENHOLM 627 W 3900 S # C-2 SALT LAKE CITY UT 84123
SAVAGE, TREVOR	ADDRESS ON FILE
SCHMID, COLE	ADDRESS ON FILE
SCHMID, COLE, A	ADDRESS ON FILE
SCHMUESER & ASSOCIATES, INC.	C/O DAVID FROMMELL SHERMAN & HOWARD 633 17TH ST, SUITE 3000 DENVER CO 80202
SCHMUESER & ASSOCIATES, INC.	1901 RAILROAD AVENUE RIFLE CO 81650
SCHOW, ALAN	ADDRESS ON FILE
SCHWALGER, NATHANIEL	ADDRESS ON FILE
SHAWN CONWAY	OTTO REUCHLINWEG 1132 ROTTERDAM 3072 MD NETHERLANDS,THE
SHIELDS, JOHN	ADDRESS ON FILE
SHIELDS, LANDON	ADDRESS ON FILE
SHOTWELL, HAROLD, O	ADDRESS ON FILE
SHOTWELL, JOSHUA	ADDRESS ON FILE
SIAME, JEREMIAH, C	ADDRESS ON FILE
SIDEHILL COPPER WORKS, INC.	12 PORT ACCESS ROAD ERIE PA 16507
SIDEHILL COPPER WORKS, INC.	ATTN: BARBARA FYNAN 12 PORT ACCESS DR ERIE PA 16507
SIEMENS INDUSTRY, INC.	PO BOX 2715 CAROL STREAM IL 90132
SKYE MINERAL INVESTORS, LLC	500 S. FRONT ST., SUITE 11200 COLUMBUS OH 43215
SKYE MINERAL PARTNERS, LLC	C/O A REGISTERED AGENT, INC. 1521 CONCORD PIKE #303 WILMINGTON DE 19803
SKYE MINERAL PARTNERS, LLC	DXS CAP.U.S. LTD.;PACNET CAP. U.S. LTD. CLARITY COPPER, LLC,SKYE MINERAL INV.LLC 500 S. FRONT ST., SUITE 11200 COLUMBUS OH 43215
SKYE MINERAL PARTNERS, LLC	PACNET CAP. U.S.LTD.CLARITY COPPER,LLC; SKYE MINE.INV.LLC C/O A REGI. AGT. INC. 1521 CONCORD PIKE #202 WILMINGTON DE 19803
SKYE MINERAL PARTNERS, LLC	500 S. FRONT ST., SUITE 11200 COLUMBUS OH 43215
SKYE MINERAL PARTNERS, LLC	C/O A REGISTERED AGENT, INC. 1521 CONCORD PIKE #202 WILMINGTON DE 19803
SLOCOMB, MISCHIEL	ADDRESS ON FILE
SMA SURETY, INC.	D/B/A SMITH MANUS, LEXON INSURANCE CO. 2307 RIVER ROAD, STE 200 LOUISVILLE KY 40206
SMITH, HEATHER, L	ADDRESS ON FILE
SMITH, JEREMY	ADDRESS ON FILE
SMITH, MATTHEW, E	ADDRESS ON FILE
SOLOMON, ERIC	ADDRESS ON FILE
SORENSEN, MCKAY	ADDRESS ON FILE
SORENSEN, PIKE	ADDRESS ON FILE
SOSA, KORI	ADDRESS ON FILE
SOTO, MARCOS	ADDRESS ON FILE
SOUTH CENTRAL COMMUNICATIONS	45 N 100 W PO BOX 555 ESCALANTE UT 84726
SOUTHWEST PLUMBING SUPPLY	690 NORTH MAIN STREET CEDAR CITY UT 84721
SPERRY, DALLAS, T	ADDRESS ON FILE
SPX FLOW U.S. LLC	PO BOX 277886 ATLANTA GA 30384-7886
SPX LIGHTNIN	SPX FLOW US, LLC 135 MT. READ BLVD ROCHESTER NY 14611
ST. CLOUD CAPITAL	10866 WILSHIRE BLVD., STE. 1450 LOS ANGELES CA 90024
ST. GEORGE STEEL	1301 E 700 N SAINT GEORGE UT 84770-3104
STACEY RIGGS	PO BOX 608 MILFORD UT 84751
STANTEC CONSULTING SERVICES	13980 COLLECTIONS CENTER DRIVE CHICAGO IL 60693

Claim Name	Address Information
STATE OF UTAH, DIVISION OF OIL, GAS	AND MINING 1594 WEST NORTH TEMPLE, SUITE 1201 PO BOX 145801 SALT LAKE CITY UT 84114-5801
STEVE MILLER	605 W. COVE CANAL RD. SEVIER UT 84766
STEWART BROTHER'S ELECTRIC	870 WEST 560 NORTH CEDAR CITY UT 84721
STEWART, ROBERT	ADDRESS ON FILE
STM ASSOCIATES	320 SOUTH 400 WEST SALT LAKE CITY UT 84111
STRINGER, MARLENE	ADDRESS ON FILE
STRUCTURAL STEEL & PLATE FABRICATION CO	125 WEST 500 NORTH PO BOX 54056 NORTH SALT LAKE UT 84054
STUBBS, DINAH, S	ADDRESS ON FILE
STYLER DANIELS, P.C.	297 NORTH HIGHWAY 6, BOX 1 DELTA UT 84624
SUNDERLAND, BRADEE	ADDRESS ON FILE
SUNDERLAND, SANTANNA	ADDRESS ON FILE
SUNN, CONNIE, L	ADDRESS ON FILE
SUNROC CORPORATION	ATTN: DON RANDALL PO BOX 778 OREM UT 84059
SUNWEST SUPPLY INC	PO BOX 5091 TUCSON AZ 85703
SWANSON, MAGDALENA	ADDRESS ON FILE
SWARTZ, ANTHONY	ADDRESS ON FILE
SWENSON, ALYSEN	ADDRESS ON FILE
TALLTREE ADMINISTRATORS	11550 S 700 E STE 200 DRAPER UT 84020-4402
TANKHOUSE MAINTENANCE, INC.	120 SOUTH HOUGHTON RD #138 PO BOX 305 TUCSON AZ 85748
TANNER, KAREN	ADDRESS ON FILE
TEBBS, MATTHEW	ADDRESS ON FILE
TERRASOURCE SOFTWARE	ATTN: CAMI 210 SOUTH ROCK BLVD RENO NV 89502
TERVORT, MCKELL	ADDRESS ON FILE
TETRA TECH	ATTN: ERIK SPILLER 3801 AUTOMATION WAY SUITE 100 FORT COLLINS CO 80525
THE KEYMAKER LOCKSMITH SERVICE	2710 W 400 N CEDAR CITY UT 84720-8334
THE LIPPO GROUP	7 BOULEVARD PALEM RAYA LIPPO KARAWACI CENTRAL TANGERANG 15811 INDONESIA
THE LIPPO GROUP	7 BOULEVARD PALEM RAYA LIPPO KARAWACI CENTRAL TANGERANG 15811 INDONESIA
THE PRESIDIO GROUP, INC.	6967 S. RIVER GATE DR., STE 200 MIDVALE UT 84047-1504
THE STATE OF UTAH, DIV. OF OIL GAS & MIN	1594 W. NORTH TEMPLE, SUITE 3520 SALT LAKE CITY UT 84114
THERMO ELECTRON NORTH AMERICA LLC	1400 NORTHPOINT PKWY STE 50 WEST PALM BEACH FL 33407-1976
THERMO ELECTRON NORTH AMERICA, LLC	7709 NORTHPOINT PARKWAY, SUITE 100 WEST PALM BEACH FL 33407
THOMAS, BRETT, F	ADDRESS ON FILE
TILMAN, JAMES	ADDRESS ON FILE
TIM HAGGARTY	1421 W COPPER ST BUTTE MT 59701-8951
TIM HAGGERTY	1421 W COPPER ST BUTTE MT 59701-8951
TONS PER HOUR	6446 MELODY LN NEWCASTLE CA 95658-9646
TRAMMELL, CLENT, D	ADDRESS ON FILE
TREJO, ALEX	ADDRESS ON FILE
TRUE VALUE HARDWARE	560 NORTH MAIN ST PO BOX 519 MILFORD UT 84751
TSOSIE, EARLSON	ADDRESS ON FILE
TSOSIE, JENNIFER	ADDRESS ON FILE
TURNER, DALISAY	ADDRESS ON FILE
TURNER, MICHAEL, P	ADDRESS ON FILE
TURNER, SLADE	ADDRESS ON FILE
ULINE	ATTN: ACCOUNTS RECEIVABLE PO BOX 88741 CHICAGO IL 60680-1741
UNIFIRST	492 NORTH OLD HIGHWAY 91 HURRICANE UT 84737
UNION PACIFIC RAILROAD COMPANY	ATTN: GENERAL MANAGER-REAL ESTATE, REAL ESTATE DEPARTMENT 1400 DOUGLAS STREET, STOP 1690 OMAHA NE 68179-1690

Claim Name	Address Information
UNION PACIFIC RAILROAD COMPANY	ATTN: REAL ESTATE FOLDER 02760-80 1400 DOUGLAS STREET, STOP 1690 OMAHA NE 68179-1690
UNION PACIFIC RAILROAD COMPANY	ATTN: REAL ESTATE FOLDER 02945-89 1400 DOUGLAS STREET, STOP 1690 OMAHA NE 68179-1690
UNION PACIFIC RAILROAD COMPANY	ATTN: SENIOR VP LAW AND GENERAL COUNSEL 1400 DOUGLAS STREET, STOP 1580 OMAHA NE 68179
UNION PACIFIC RAILROAD COMPANY	ATTN: JENNIE L. ANDERSON 1400 DOUGLAS STREET, STOP 1580 OMAHA NE 68179
UNION PACIFIC RAILROAD COMPANY	ATTN: MARY ANN KILGORE 1400 DOUGLAS STREET, STOP 1580 OMAHA NE 68179
UNIVAR USA	13009 COLLECTIONS CENTER DRIVE CHICAGO IL 60693
UPS	3401 NW 67TH AVENUE, BLDG. 805 MIAMI FL 33122
UPS AMERCIAS AND THE CARIBBEAN	3401 NW 67TH AVENUE, BLDG. 805 MIAMI FL 33122
URIE, JARED, K	ADDRESS ON FILE
URIE, KENNETH	ADDRESS ON FILE
URIE, KENNETH, N	ADDRESS ON FILE
US AGENT FOR DXS	CORPORATION SERVICE COMPANY 2711 CENTERVILLE RD SUITE 400 WILMINGTON DE 19808
UTAH DIVISION OF OIL GAS & MINING	1594 W. NORTH TEMPLE, SUITE 3520 SALT LAKE CITY UT 84114
UTAH DIVISION OF OIL GAS AND MINING	1594 WEST NORHT TEMPLE, SUITE 3520 SALT LAKE CITY UT 84114-4870
UTAH DIVISION OF OIL, GAS AND MINING	1594 W. NORTH TEMPLE SUITE 1210 SALT LAKE CITY UT 84116
UTAH DIVISION OF WATER QUALITY	195 N 1950 WEST PO BOX 144870 SALT LAKE CITY UT 84114-4870
UTAH INDEPENDENT BANK	195 N. MAIN PO BOX 1030 BEAVER UT 84713
UTAH STATE LANDS TRUST ADMINISTRATION	675 EAST 500 SOUTH, SUITE 500 SALT LAKE CITY UT 84102-2813
UTAH STATE TAX COMMISION	210 N. 1950 W. SALT LAKE CITY UT 84134-0266
UTAH STATE TAX COMMISION	1160 WEST 12TH ST, OGDEN UT 84201
UTAH STATE TAX COMMISSION	1160 WEST 12TH STREET OGDEN UT 84201
UTAH STATE TAX COMMISSION	SALES TAX 210 NORTH 1950 WEST SALT LAKE CITY UT 84134-0400
UTAH STATE TRUST LANDS ADMINISTRATION	675 EAST 500 SOUTH, SUITE 500 SALT LAKE UT 84102
UTAH STATE TRUST LANDS ADMINISTRATION	675 EAST 500 SOUTH, SUITE 500 SALT LAKE CITY UT 84102
UTILITY INDUSTRIAL COMPRESSOR	521 W BILLINIS ROAD SALT LAKE CITY UT 84115
UTILITY INDUSTRIAL COMPRESSORS	521 W BILLINIS ROAD SALT LAKE CITY UT 84115
UTILITY INDUSTRIAL COMPRESSORS, INC.	ATTN GREGORY T PRYOR 521 W BILLINIS RD SALT LAKE CITY UT 84115
VINSON, FRANK, W	ADDRESS ON FILE
VMI INC	1125 N MAITLEN DRIVE CUSHING OK 74023
W. MATHESON CONSULTING	897 HIGHWAY 278 EAST WICKES AR 71973
WALKER, BRYTEN	ADDRESS ON FILE
WALQUIST, STEVEN	ADDRESS ON FILE
WANLASS, DANIAL	ADDRESS ON FILE
WANLASS, DANIAL, F	ADDRESS ON FILE
WANLASS, SIERRA	ADDRESS ON FILE
WARREN, CHANCE	ADDRESS ON FILE
WATERLOO STREET LIMITED	JONES DAY C/O PEDRO A. JIMENEZ 600 BRICKELL AVENUE, SUITE 3300 MIAMI FL 33131
WATERLOO STREET LIMITED	2307 RIVER ROAD, SUITE 200 LOUISVILLE KY 40206
WATERLOO STREET LIMITED	ATTN: PEDRO A. JIMENEZ, ESQ. AND PAUL HUCK, JR; JONES DAY 600 BRICKELL AVENUE, SUITE 3300 MIAMI FL 33131
WATERLOO STREET LIMITED	ATTN: RALPH MABEY, ESQ. KIRTON MCCONKIE 50 EAST SOUTH TEMPLE, SUITE 400 SALT LAKE CITY UT 84111
WATERLOO STREET LIMITED	C/O PEDRO A. JIMENEZ/PAUL C. HUCK, JR. JONES DAY ,600 BRICKELL AVE BRICKELL WORLD PLAZA, SUITE 3300 MIAMI FL 33131
WATERLOO STREET LIMITED	C/O RALPH MABEY/ADELAIDE MAUDSLEY KIRTON MCCONKIE P.C. 60 EAST SOUTH TEMPLE, SUITE 400 SALT LAKE CIYT UT 84111
WAYMAN, JADE	ADDRESS ON FILE

Claim Name	Address Information
WAYMAN, JADE, B	ADDRESS ON FILE
WAYMAN, JUSTIN	ADDRESS ON FILE
WEBB, JERRY	ADDRESS ON FILE
WELLINGTON FINANCIAL PARTNERS, LLC	C/O KENNETH L. CANNON II / STEVEN J.; MCCARDELL, DURHAM JONES & PINEGAR, PC 111 EAST BROADWAY, STE 900, P.O. BOX 4050 SALT LAKE CITY UT 84111
WELLINGTON FINANCING PARTNERS	111 S MAIN ST STE 2400 SALT LAKE CTY UT 84111-2184
WELLINGTON FINANCING PARTNERS	ATTN: GALTNEY ENTERPRISES, INC. 820 GRESSNER RD., STE 1850 HOUSTON TX 77024-4289
WELLS FARGO	ATTN: TERRI HARTLEY 797 S. MAIN ST. CEDAR CITY UT 84720
WELLS FARGO BANK, N.A.	300 TRI-STATE INTERNATIONAL, SUITE 400 LINCOLNSHIRE IL 60069
WELLS FARGO EQUIPMENT FINANCE	300 TRI-STATE INTERNATIONAL SUITE 400 LINCOLNSHIRE IL 60069
WELLS FARGO EQUIPMENT FINANCE	MANUFACTURER SERVICE GROUP PO BOX 7777 SAN FRANCISCO CA 94120-7777
WELLS FARGO MILFORD	326 S. MAIN STREET MILFORD UT 84751
WELLS FARGO MILFORD	PO BOX 99 326 SOUTH MAIN STREET MILFORD UT 84751
WENDELL BROWN CONSTRUCTION	3109 SWAPS DRIVE ST. GEORGE UT 84790
WESCO	ATTN: WES CEDERBLOOM 3210 SOUTH 900 WEST SALT LAKE CITY UT 84070
WESTERN EXPLOSIVES SYSTEMS	3135 SOUTH RICHMOND STREET SALT LAKE CITY UT 84106-3053
WESTERN EXPLOSIVES SYSTEMS COMPANY	C/O JARED FREDERICK 3135 S. RICHMOND STREET SALT LAKE CITY UT 84106
WESTERN US MINERAL INVESTORS, LLC	500 S. FRONT ST., SUITE 1200 COLUMBUS OH 43215
WESTERN US MINERAL INVESTORS, LLC	ATTN: RONALD SILVERMAN AND JOHN BECK HOGAN LOVELLS US, LLP 875 THIRD AVENUE NEW YORK NY 10022
WESTERN US MINERAL INVESTORS, LLC	ATTN: RONALD SILVERMAN AND JOHN BECK HOGAN LOVELS US, LLP 875 THIRD AVENUE NEW YORK NY 10022
WESTERN UTAH COPPER COMPANY	1208 SOUTH 200 WEST MILFORD UT 84751
WESTERN UTAH COPPER COMPANY	1042 E FORT UNION BLVD. #136 MIDVALE UT 84047
WHEELER MACHINERY	PO BOX 413071 SALT LAKE CITY UT 84141-3071
WHEELER MACHINERY CO.	C/O SHANE NORMAN 4901 WEST 2100 SOUTH P. O. BOX 413071 SALT LAKE CITY UT 84141-3071
WHITE, KYLE	ADDRESS ON FILE
WHITNEY, DAWNA, J	ADDRESS ON FILE
WILCKEN, BENJAMIN, D	ADDRESS ON FILE
WILLIAMS SCOTSMAN, INC.	1010 LEGACY VIEW STREET SALT LAKE CITY UT 84104-6587
WILLIAMS, MEL, J	ADDRESS ON FILE
WILLIAMS, NATALIE	ADDRESS ON FILE
WILSON, GABRIEL, D	ADDRESS ON FILE
WILSON, ISAIAH, A	ADDRESS ON FILE
WINDUSTRIAL	627 W 3900 S # C-2 SALT LAKE CITY UT 84123
WINTERS, JOSEPH, D	ADDRESS ON FILE
WISEMAN, JEFF, L	ADDRESS ON FILE
WRIGHT, CHRIS E.	ADDRESS ON FILE
WRIGHT, PHIL	ADDRESS ON FILE
WUNDERLICH, MELISSA, J	ADDRESS ON FILE
WUNDERLICH, RONALD, J	ADDRESS ON FILE
YARDLEY, BRETT, T	ADDRESS ON FILE
YARDLEY, BRODY, J	ADDRESS ON FILE
YOUNG, ALICIA, A	ADDRESS ON FILE
YOUNG, MAURICE	ADDRESS ON FILE



---

---

**Claim Name****Address Information**

---

---

<b>Total Creditor count 683</b>
---------------------------------

## **Exhibit 16**

Claim Name	Address Information
0554716 B.C. LTD	EVAN L JAMES 7440 W SAHARA AVE LAS VEGAS NV 89117
A&F ELECTRIC CORP	STEVEN FLORENCE P.O. BOX 460 1830 SOUTH HWY 21 MILFORD UT 84751
AGATE, INC.	TIMOTHY D. DUCAR, PLC
ALS USA INC	4977 ENERGY WAY RENO NV 89502
BRAHMA GROUP INC	MONA BURTON 222 S MAIN ST, STE 2200 SALT LAKE CITY UT 84101
BRUNO ENGINEERING PC	ANITA M. BRUNO VP OF FINANCE 90 E 1300 S PRICE UT 84501
CARDWELL DISTRIBUTING INC.	PO BOX 27954 SALT LAKE CITY UT 84127-0954
CATEPILLAR FINANCIAL SERVICES CORP.	STACY BLACK 2120 WEST END AVE NASHVILLE TN 37203
CATERPILLAR FINANCIAL SERVICES CORP.	STACY BLACK 2120 WEST END AVE NASHVILLE TN 37203
CITY OF MILFORD	MONICA D SEIFERS PO BOX 69 405 S MAIN MILFORD UT 84751
CMC TIRE, INC	4102 S REGAL # 102 9 S WASHINGTON ST STE 301 SPOKANE WA 99201-5117
DEPARTMENT OF THE TREASURY - IRS	INTERNAL REVENUE SERVICE INSOLVENCY GROUP MANAGER 50 SOUTH 200 EAST M/S 5021 - SLC SALT LAKE CITY UT 84111
DEPARTMENT OF THE TREASURY - IRS	C/O IRS - INSOLVENCY GROUP MANAGER 50 SOUTH 200 EAST, M/S 5021-SLC SALT LAKE CITY UT 84111
DXS CAPITAL (U.S.) LIMITED	MARSHALL W COOPER 1901 AVENUE OF THE STARS, SUITE 700 LOS ANGELES CA 90067
EMPIRE ADVISORS, LLC	DAVID J RICHARDS 500 SOUTH FRONT ST, STE 1200 COLUMBUS OH 43215
FEPULEAI, DAVID	465 S MAIN ST #9 SAINT GEORGE UT 84770
FERGUSON ENTERPRISES, INC.	ADAM HOUSKEEPER, FERGUSON ENTERPRISES 1422 SOUTH 4450 WEST SALT LAKE CITY UT 84104
FISHLAKE LUMBER CO.	LYNN P ANDERSON PO BOX L 1627 N HWY 357 BEAVER UT 84713
FISHLAKE LUMBER COMPANY	LYNN P ANDERSON 1627 N HIGHWAY 357 (PO BOX L) BEAVER UT 84713
FLSMIDTH USA INC (SALT LAKE CITY OPS)	LISA DOSS FERENCE 2040 AVENUE C BETHLEHEM PA 18017
FLSMIDTH USA INC (TUSCON OPERATIONS)	LISA DOSS FERENCE 2040 AVENUE C BETHLEHEM PA 18017
FULLMER SANITATION	STEPHEN M STYLER 297 N HIGHWAY 6, BOX 1 DELTA UT 84624
GRAYMONT CAPTIAL INC	DEPT CH 17976 PALATINE IL 60055-7976
HARTSHORN, DAVE	DAVE R HARTSHORN CS MINING PO BOX 999 DELTA UT 84624
HORN SILVER MINES INC	ELLEN OSTROW 222 SOUTH MAIN STREET, STE 2200 SALT LAKE CITY UT 84101
HORN SILVER MINES, INC.	ELLEN E. OSTROW HOLLAND & HART LLP 222 SOUTH MAIN STREET, SUITE 2200 SALT LAKE CITY UT 84101
INTERNATIONAL CASTINGS & SUPPLIES, LTD	CHRISTINA L. PENDERGAST 512-2562 DEPARTURE BAY ROAD NANAIMO BC V9S 5P1 CANADA
JKL CONSTRUCTION	1500 S HWY 118 RICHFIELD UT 84701
JKL CONSTRUCTION INC	BRYANT J EYRE PO BOX 156 MINERSVILLE UT 84752
KOMATSU FINANCIAL LIMITED PARTNERSHIP	ADAM WEGENER 1701 WEST GOLF RD ROLLING MEADOWS IL 60009
LIVINGSTON INTERNATIONAL INC.	MUSTAFA KAMAL MANAGER - CREDIT SERVICES LIVINGSTON INTERNATIONAL, INC 6725 AIRPORT RD MISSISSAUGA ON L4V 1V2 CANADA
MCCULLEY/WOOD	C/O PARR BROWN GEE & LOVELESS ATTN: JOSEPH M.R. COVEY 101 SOUTH 200 EAST SALT LAKE CITY UT 84111
MCCULLEY/WOOD	C/O PARR BROWN GEE & LOVELESS ATTN: JOSEPH M.R. COVEY 101 SOUTH 200 EAST, SUITE 700 SALT LAKE CITY UT 84111
MILFORD TRUE VALUE INC	C/O MILFORD TRUE VALUE HARDWARE ATTN: LISA SELLERS 560 NORTH MAIN ST PO BOX 519 MILFORD UT 84751
MILFORD TRUE VALUE INC	LISA SELLERS 560 NORTH MAIN ST PO BOX 519 MILFORD UT 84751
NEVADA STAR RESOURCE CORP. (U.S.)	1143 WILD DUCK LANE SALT LAKE CITY UT 84117
NOBLE AMERICAS CORP.	JEFF FROSE NOBLE AMERICAS CORP. FOUR STAMFORD PLAZA 107 ELM STREET, 7TH FLOOR STAMFORD CT 06902
OHIO DEPARTMENT OF TAXATION, THE	REBECCA L DAUM 30 E BROAD STREET, 21ST FLOOR COLUMBUS OH 43216
OXBOW SULPHUR INC.	EDWARD C. DOLAN 555 THIRTEENTH ST, NW WASHINGTON DC 20004
PETERSON PLUMBING SUPPLY	LISA L KELLER PO BOX 340 RICHFIELD UT 84701
PETERSON PLUMBING SUPPLY	410 SOUTH MAIN STREET CEDAR CITY UT 84720
PHOENIX INDUSTRIAL INC	C/O STOEL RIVES LLP ATTN MARK E HINDLEY 201 S MAIN STREET, SUITE 1100 SALT

Claim Name	Address Information
PHOENIX INDUSTRIAL INC	LAKE CITY UT 84111
PURVIS INDUSTRIES	MICHAEL LOGAN 10500 NORTH STEMMONS FRWY DALLAS TX 75220
QUALITY-CRUSHING	JASON LAFE MAY 297 N HIGHWAY 6 BOX 1 DELTA UT 84624
QUESTAR GAS COMPANY	134 NORTH MAIN STREET MILFORD UT 84751
ROCKY MOUNTAIN FABRICATION, INC.	JOSEPH SHAPIRO 102 S 200 E, SUITE 800 SALT LAKE CITY UT 84111
ROLLINS CONSTRUCTION & TRUCKING	RICHARD ROLLINS PO BOX 623 MILFORD UT 84751
ROLLINS CONSTRUCTION & TRUCKING	LISA 1842 S HIGHWAY 21 PO BOX 40 MILFORD UT 84751
ROLLINS CONSTRUCTION & TRUCKING LLC	LISA 1842 SOUTH HIGHWAY 21 MILFORD UT 84751
ROLLINS MACHINE INC	TANYA ROSE 1842 S HWY 21 P.O. BOX 772 MILFORD UT 84751
SALT LAKE WINDUSTRIAL	DOUGLAS PAYNE 215 SOUTH STATE ST, SUITE 1200 SALT LAKE CITY UT 84111
SCHMUESER & ASSOCIATES, INC.	GREGORY LEE HAILEY 1901 RAILROAD AVE RIFLE CO 81650
SGS GALSON LABORATORIES, INC.	PO BOX 8000, DEPT. 684 BUFFALO NY 14267
SHOTWELL, JOSHUA	375 EAST CENTER ST BEAVER UT 84713
SUNROC CORP	DON RANDALL PO BOX 778 OREM UT 84059
TERRASOURCE SOFTWARE LLC	CAMILLE VIRGINIA PRENN CO-MANAGER TERRASOURCE SOFTWARE LLC 210 S. ROCK BLVD. RENO NV 89502
TINK'S SUPERIOR AUTO PARTS	P.O. BOX 902 CEDAR CITY UT 84721
WATERLOO STREET LIMITED	ADELAIDE MAUDSLEY, ESQ. 50 EAST SOUTH TEMPLE, SUITE 400 SALT LAKE CITY UT 84111
WENDELL BROWN CONSTRUCTION	GREG BROWN 3109 SWAPS DR SAINT GEORGE UT 84790

<b>Total Creditor count 59</b>
--------------------------------