

1 ALLEN OVERY SHEARMAN STERLING US LLP
2 Fredric Sosnick (New York Bar No. 2472488) (*admitted pro hac vice*)
3 Sara Coelho (New York Bar No. 4530267) (*admitted pro hac vice*)
4 599 Lexington Avenue
5 New York, New York 10022
6 Telephone: (212) 848-4000
7 fsosnick@aoshearman.com
8 sara.coelho@aoshearman.com

9 McDONALD CARANO LLP
10 Ryan J. Works (NSBN 9224)
11 Amanda M. Perach (NSBN 12399)
12 2300 West Sahara Avenue, Suite 1200
13 Las Vegas, Nevada 89102
14 Telephone: (702) 873-4100
15 rworks@mcdonaldcarano.com
16 aperach@mcdonaldcarano.com

17 *Proposed Counsel to the Debtors and Debtors in Possession*

18 **UNITED STATES BANKRUPTCY COURT**

19 **DISTRICT OF NEVADA**

20 In re:

- 21 NEVADA COPPER, INC.
- 22 NEVADA COPPER CORP.
- 23 NC DITCH COMPANY LLC
- 24 NC FARMS LLC
- 25 LION IRON CORP.
- 26 0607792 B.C. LTD.

27 Debtors.¹

28 Lead Case No.: 24-50566-hlb
Chapter 11

Jointly Administered with:
Case No.: 24-50567-hlb
Case No.: 24-50568-hlb
Case No.: 24-50569-hlb
Case No.: 24-50570-hlb
Case No.: 24-50571-hlb

Hearing Date: July 29, 2024
Hearing Time: 1:30 p.m.

**DECLARATION OF ZUL JAMAL IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (I)
AUTHORIZING DEBTORS TO EMPLOY AND RETAIN MOELIS &
COMPANY LLC AS INVESTMENT BANKER FOR THE DEBTORS
EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN
TIME-KEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases and the last four digits of their registration numbers in the jurisdiction in which they are organized are: Nevada Copper, Inc. (1157) (Nevada); Nevada Copper Corp. (5323) (British Columbia); 0607792 B.C. Ltd. (2524) (British Columbia); Lion Iron Corp. (2904) (Nevada); NC Farms LLC (0264) (Nevada); and NC Ditch Company LLC (4396) (Nevada).

1 I, Zul Jamal, make this declaration pursuant to 28 U.S.C. § 1746, and state:

2 1. I am a Managing Director in the Capital Structure Advisory Group at Moelis &
3 Company LLC (“*Moelis*”), the investment banker and financial advisor to the debtors and debtors
4 in possession in the above-captioned cases (the “*Debtors*”), which has its principal office at 399
5 Park Avenue, 5th Floor, New York, New York 10022.

6 2. I received a B.S. in Economics from the Wharton School at the University of
7 Pennsylvania, graduating magna cum laude in 1999.

8 3. I have extensive experience in investment banking and for the past 24 years my
9 work has focused on advising debtors, creditors, and equity holders in a wide range of
10 recapitalization and restructuring transactions, including procuring, structuring, and negotiating
11 postpetition financing facilities across a broad range of industries, such as industrials,
12 transportation, media, and telecommunications.

13 4. Prior to joining Moelis, I was a Senior Vice President at Jefferies & Company,
14 where I advised clients on a wide variety of restructuring transactions, including chapter 11
15 bankruptcies, exchange offers, consent solicitations, lender negotiations, and distressed financings.
16 I also worked at Jefferies International in London where I was responsible for international
17 financial sponsor, restructuring, and leveraged finance activities. I joined Moelis in 2008 as a
18 Senior Vice President and was promoted to the position of Managing Director in 2011.

19 5. At Moelis, I have experience representing debtors, creditors, and investors in both
20 in-court and out-of-court restructurings in the United States, Europe, and Asia. As a Managing
21 Director, I am responsible for the day-to-day activities of the Moelis deal team.

22 6. Since I began my career, my experience includes numerous notable restructuring
23 assignments, such as: *In re Diamond Sports Grp., LLC*, Case No. 23-90116 (CML) (Bankr.
24 S.D.Tex.); *In re Alpha Media Holdings, LLC*, Case No. 21-30209 (KRH) (Bankr. E.D.Va.); *In re*
25 *American Media, Inc.*, Case No. 10-16140 (MG) (Bankr. S.D.N.Y.); *In re AMR Corporation*, Case
26 No. 11-15463 (SHL) (Bankr. S.D.N.Y.); *In re AOG Entertainment, Inc., et. al.*, Case No. 16-11090
27 (DSJ) (Bankr. S.D.N.Y.); *In re Dex Media, Inc.*, Case No. 16-11200 (KG) (Bankr. D.Del.); *In re*

1 *Energy Future Holdings Corp.*, 14-10979 (CSS) (Bankr. D.Del.); *In re Genesis Global Holdco*
 2 *LLC*, Case No. 23-10063 (SHL) (Bankr. S.D.N.Y.); *In re TPC Grp. Inc.*, Case No. 22-10493
 3 (CTG) (Bankr. D.Del.); *In re Hexion Topco, LLC*, 19-10684 (KG) (Bankr. D.Del.); *In re*
 4 *Innkeepers USA Trust*, Case No. 10-13800 (SCC) (Bankr. S.D.N.Y.); *In re Lyondell Chemical*
 5 *Company*, Case No. 09-10023 (MG) (Bankr. S.D.N.Y.); *In re MPM Silicones, LLC, et al.*, Case
 6 No. 14-22503 (RDD) (Bankr. S.D.N.Y.); *In re RentPath Holdings, Inc., et al.*, Case No. 20-10312
 7 (BLS) (Bankr. D.Del.); *In re Sorenson Communications, Inc.*, Case No. 14-10454 (BLS) (Bankr.
 8 D.Del.); *In re Tribune Company*, Case No. 08-13141 (KJC) (Bankr. D.Del.); *In re Aleris*
 9 *International Inc.*, Case No. 09-10478 (bls) (Bankr. D.Del.); *In re Advanced Glassfiber Yarns,*
 10 *LLC*, Case No. 02-13615 (JKF) (Bankr D.Del.); *In re Cone Mills Corp., et. al.*, Case No. 09-12944
 11 (MFW) (Bankr. D.Del.); *In re Holley Performance Products, Inc.*, Case No. 09-13333 (KJC)
 12 (Bankr D.Del.); *In re Jason Industries, Inc.*, Case No. 20-22766 (RDD) (Bank. S.D.N.Y); and *In*
 13 *re Russell-Stanley Holdings, Inc.*, Case No. 05-12339 (BLS) (Bankr. D.Del.).

14 7. I am authorized to submit this declaration (the “Declaration”) in support of the
 15 *Debtors’ Application for Entry of an Order (I) Authorizing Debtors to Employ and Retain Moelis*
 16 *& Company LLC as Investment Banker for the Debtors Effective as of the Petition Date (II)*
 17 *Waiving Certain Time-Keeping Requirements, and (III) Granting Related Relief* (the
 18 “**Application**”).²

19 8. The facts set forth in this Declaration are based upon my personal knowledge, upon
 20 information and belief, or upon client matter records kept in the ordinary course of business that
 21 were reviewed either by me or other employees of Moelis under my supervision and direction. If
 22 called and sworn as a witness, I could and would testify competently to the facts set forth herein.

Moelis’ Qualifications

24 9. Moelis is an investment banking firm with its principal office located at 399 Park
 25 Avenue, 5th Floor, New York, New York 10022. Moelis is a registered broker-dealer with the
 26

27 ² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Application.

1 United States Securities and Exchange Commission and is a member of the Financial Industry
2 Regulatory Authority. Moelis was founded in 2007 and is a wholly owned subsidiary of Moelis
3 & Company Group LP. Moelis & Company Group LP, together with its subsidiaries, has
4 approximately 1,100 employees and geographic locations in North America, South America,
5 Europe, the Middle East, and Asia. Moelis & Company Group LP is a subsidiary of Moelis &
6 Company, a public company listed on the New York Stock Exchange.

7 10. Moelis provides a broad range of capital advisory and investment banking services
8 to its clients, including: (a) general corporate finance; (b) mergers, acquisitions, and divestitures;
9 (c) corporate restructurings; (d) special committee assignments; and (e) capital raising.
10 Moelis and its senior professionals have extensive experience in the reorganization and
11 restructuring of distressed companies, both out-of-court and in chapter 11 cases. Moelis' business
12 reorganization professionals have served as capital markets advisors and/or investment bankers in
13 numerous cases, including: *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Jan. 12, 2024);
14 *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Feb. 16, 2022); *In re Genesis Global*
15 *Holdco, LLC*, No. 23-10063 (SHL) (Bankr. S.D.N.Y. Jan. 19, 2023); *In re Party City Holdco Inc.*,
16 No. 23-90005 (DRJ) (Bankr. S.D. Tex. Jan. 17, 2023); *In re Voyager Digit. Holdings, Inc.*, No.
17 22-10943 (MEW) (Bankr. S.D.N.Y. Aug. 16, 2022); *In re Talen Energy Supply, LLC*, No. 22-
18 90054 (MI) (Bankr. S.D. Tex. July 26, 2022); *In re TPC Grp. Inc.*, No. 22-10493 (CTG) (Bankr.
19 D. Del. June 30, 2022); *In re MD Helicopters, Inc.*, No. 22-10263 (KBO) (Bankr. D. Del. May 6,
20 2022); *In re Knotel, Inc.*, No. 21-10146 (MFW) (Bankr. D. Del. Mar. 12, 2021); *In re Brazos Elec.*
21 *Power*, No. 21-30725 (DRJ) (Bankr. S.D. Tex. March 1, 2021); *In re Mallinkrodt plc*, No. 20-
22 12522 (JTD) (Bankr. D. Del. Jan. 14, 2021); *In re CBL & Assocs. Props., Inc.*, No. 20-35226
23 (DRJ) (Bankr. S.D. Tex. Dec. 30, 2020); *In re Energy Alloys Holdings, LLC*, No. 20-12088
24 (MFW) (Bankr. D. Del. Nov. 23, 2020); *In re Jason Indus., Inc.*, No. 20-22766 (RDD) (Bankr.
25 S.D.N.Y. Aug. 27, 2020); *In re Intelsat S.A.*, No. 20-32299 (KLP) (Bankr. E.D. Va. Sept. 22,
26
27

1 2020); *In re Internap Technology Solutions Inc.*, No. 20-22393 (RDD) (Bankr. S.D.N.Y. May 5,
2 2020).³

3 11. Moelis began advising the Debtors on strategic and restructuring initiatives prior to
4 the commencement of these Chapter 11 Cases. Moelis was initially engaged as the Debtors'
5 financial advisor, placement agent, and/or investment banker on May 23, 2024 and has provided
6 services in connection with the Debtors' restructuring efforts since its engagement.

7 12. As a result of its prepetition work with the Debtors, Moelis has developed valuable
8 institutional knowledge regarding the Debtors' business, operations, capital structure and other
9 material information and has become well-acquainted with the Debtors' business operations and
10 capital structure. Thus, Moelis has developed relevant experience and expertise regarding the
11 Debtors' business.

12 **Services to be Provided**

13 13. The terms and conditions of the Engagement Letter were the result of significant
14 discussions and negotiations between Moelis and the Debtors, and they reflect the parties' mutual
15 agreement as to the substantial efforts that will be required in this engagement. Pursuant to the
16 Engagement Letter, Moelis has and will perform the following services, among others, as
17 requested, for the Debtors:⁴

- 18 (a) assist the Debtors in reviewing and analyzing the Debtors' results of operations,
19 financial condition and business plan;
20 (b) assist the Debtors in reviewing and analyzing any potential Transaction;
21 (c) assist the Debtors in negotiating any Transaction;
22 (d) advise the Debtors on the terms of securities or debt it offers in any potential Capital
23 Transaction;

24 ³ Because of the voluminous nature of the orders cited herein, such orders are not attached to this Application.
Copies of these orders are available upon request of the Debtors' proposed counsel.

25 ⁴ The summary of the Engagement Letter in this application is qualified in its entirety by reference to the provisions
26 of the Engagement Letter. To the extent there is any discrepancy between the summary contained herein and the
27 terms set forth in the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms
used and not otherwise defined in this application shall have the meanings ascribed to them in the Engagement
Letter.

- 1 (e) advise the Debtors on its preparation of an information memorandum for a potential
2 Sale Transaction or Capital Transaction (each, an “**Information Memo**”);
- 3 (f) assist the Debtors in contacting potential Acquirers or purchasers of a Capital
4 Transaction (“**Purchasers**”) that Moelis and the Debtors agree are appropriate in
5 connection with a potential Sale Transaction or Capital Transaction, and meet with
6 and provide them with the Information Memo and such additional information
7 about the Debtors’ assets, properties or businesses that is acceptable to the Debtors,
8 subject to customary business confidentiality agreements;
- 9 (g) meet with NCI’s or Nevada Copper Corp.’s Board of Directors to discuss the
10 proposed Transaction(s) and their financial implications;
- 11 (h) provide documents, be deposed or give written or oral testimony before the
12 Bankruptcy Court, as required, in support of any Transaction; and
- 13 (i) provide such other financial advisory and investment banking services in
14 connection with a Transaction as Moelis and the Debtors may mutually agree upon
15 in writing.

16 14. I believe such professional services are necessary to the Debtors’ chapter 11 efforts,
17 including negotiating the Debtors’ postpetition financing, marketing and selling the Debtors’
18 business, and in the ongoing operation and management of the Debtors’ business while subject to
19 chapter 11 of the Bankruptcy Code.

20 **Professional Compensation**

21 15. Moelis’ decision to advise and assist the Debtors in connection with these Chapter
22 11 Cases is subject to its ability to be retained in accordance with its customary terms and
23 conditions of employment, compensated for its services, and reimbursed for the reasonable and
24 documented out-of-pocket expenses it incurs in accordance with its customary billing practices, as
25 set forth in the Engagement Letter.

26 16. Moelis does not typically charge for its services on an hourly basis. Instead, it
27 customarily charges a monthly advisory fee plus an additional fee that is contingent upon the
28 occurrence of a specified type of transaction. The Engagement Letter follows this custom in the
29 financial advisory and investment banking industry and sets forth the monthly and
30 transaction-based fees that are to be payable to Moelis.

1 17. As set forth more fully in the Engagement Letter, Moelis and the Debtors have
 2 agreed on the following terms of compensation and expense reimbursement (the “*Fee Structure*”)
 3 pursuant to section 328(a), and not section 330, of the Bankruptcy Code. The Debtors have agreed
 4 to pay Moelis the following cash fees:

- 5 i. **Monthly Fee.** During the term of the Engagement Letter, a fee of \$150,000 per
 6 month (the “*Monthly Fee*”), payable in advance of each month. The Debtors
 7 paid the first Monthly Fee prior to the filing of the Chapter 11 Cases, and will
 8 pay all subsequent Monthly Fees prior to each monthly anniversary of the date
 9 of the Engagement Letter. Whether or not a Transaction⁵ occurs, Moelis shall
 10 earn and be paid the Monthly Fee every month during the term of the
 11 Engagement Letter. The first three Monthly Fees shall be offset, to the extent
 12 previously paid, against the Restructuring Fee or Sale Transaction Fee (as
 13 defined below).
- 14 ii. **Restructuring Fee.** At the closing of a Restructuring⁶, a fee (the
 15 “*Restructuring Fee*”) of \$3,500,000.
- 16 iii. **Sale Transaction Fee.** At the closing of a Sale Transaction⁷, a non-refundable
 17 cash fee (the “*Sale Transaction Fee*”) of the greater of (a) \$3,500,000 and

18 ⁵ “Transaction” is defined in the Engagement Letter as “either a Restructuring, a Sale Transaction and/or a Capital
 19 Transaction, as the context requires.” See Engagement Letter, p. 2.

20 ⁶ The Engagement Letter defines a “Restructuring” to mean

21 solely in connection with a Bankruptcy Case, any restructuring, reorganization,
 22 repayment, refinancing, rescheduling or recapitalization of all or any material
 23 portion of the liabilities of the [Debtors], however such result is achieved,
 24 including, without limitation, through a plan of reorganization or liquidation (a
 25 “Plan”), an exchange offer or consent solicitation, covenant relief, a rescheduling
 26 of debt maturities, a change in interest rates, a settlement or forgiveness of debt,
 27 a conversion of debt into equity, or other amendments to the Company’s debt
 instruments.

Engagement Letter, p. 1.

⁷ The Engagement Letter defines a “Sale Transaction” to mean

solely in connection with a Bankruptcy Case, (a) the sale of all or a majority of
 the issued and outstanding equity securities of the Company to one or more third
 parties (including creditors) (an “Acquirer”), (b) the merger or combination of the
 Company with an Acquirer, (c) an Acquirer’s acquisition of all or a significant
 portion of the assets, properties or business of the Company, including any credit
 bids, or (d) an Acquirer’s acquisition of any business unit, division or specified
 discrete assets that Moelis may be asked to sell. For the avoidance of doubt, a Sale
 Transaction may be consummated pursuant to Section 363 of the Bankruptcy
 Code.

Engagement Letter, p. 1.

(b) 2.0% of Transaction Value (as defined in Annex A to the Engagement Letter).

In the event of a Sale Transaction that is consummated simultaneously with or in the context of a Restructuring, the applicable Transaction Fee shall be the greater of the Restructuring Fee and Sale Transaction Fee. For the avoidance of doubt, only one of a Sale Transaction Fee or a Restructuring Fee is due, any Sale Transaction Fee that is paid will be credited against any Restructuring Fee, and vice versa.

iv. **Capital Transaction Fee** At the closing of a Capital Transaction⁸, a non-refundable cash fee (the “*Capital Transaction Fee*,” together with the Restructuring Fee and Sale Transaction Fee, the “*Transaction Fees*”) of:

(a) 1.0% of the aggregate gross amount or face value of capital Raised (as defined below) in the Capital Transaction as secured debt obligations; plus

(b) 3.0% of the aggregate gross amount or face value of capital Raised in the Capital Transaction as unsecured debt obligations; plus

(c) 5.0% of the aggregate gross amount or face value of capital Raised in the Capital Transaction as equity, equity-linked interests, options, warrants or other rights to acquire equity interests.

The Debtors will pay a separate Capital Transaction Fee in respect of each Capital Transaction in the event that more than one Capital Transaction occurs. “Raised” includes the amount committed to the Debtors, whether or not the Debtors draw the full amount, and whether or not the Company applies such amounts to refinance any of its obligations.

50% of a Capital Transaction Fee earned in connection with raising debtor-in-possession financing shall be offset against the Restructuring Fee or Sale Transaction Fee.

⁸ The Engagement Letter defines a “Capital Transaction” to mean

solely in connection with a Bankruptcy Case, a transaction in which the Company (or any entity formed to acquire the business or assets of the Company) raises or issues any (a) secured or unsecured debt (including, without limitation, any asset-backed debt, or debtor-in-possession financing in connection with a Bankruptcy Case); (b) equity interests (including, without limitation, preferred stock or common stock) or equity-linked interests (including convertible debt); (c) hybrid capital; or (d) options, warrants or other rights to acquire equity interests.

Engagement Letter, p.1.

1 18. If, at any time during the Tail Period,⁹ the Debtors consummate any Transaction(s)
2 or enter into an agreement or a Plan is filed regarding any Transaction and a Transaction is
3 subsequently consummated, then the Debtors shall pay Moelis the applicable Transaction Fee(s)
4 as specified above promptly upon the closing of any such Transaction(s) and any required Court
5 approval of the Transaction Fee(s) under the Bankruptcy Code, the Bankruptcy Rules, the Local
6 Bankruptcy Rules, or other applicable procedures and orders of the Court.

7 19. In addition to any fees payable to Moelis, the Debtors will reimburse Moelis for all
8 of its reasonable and documented out-of-pocket expenses in entering into and performing services
9 pursuant to the Engagement Letter (collectively, the “*Reimbursable Expenses*”), including the
10 reasonable and documented costs of its outside legal counsel. Such Reimbursable Expenses
11 include, without limitation, insourced document production costs, travel costs, and the costs of
12 Moelis’ external legal counsel (without the need for such legal counsel to be retained as a
13 professional in these Chapter 11 Cases and without regard to whether such legal counsel’s services
14 satisfy section 330(a)(3)(C) of the Bankruptcy Code).

15 20. Moelis intends to apply for compensation for professional services rendered and
16 reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the
17 Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the
18 Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of
19 the Court, including any order granting this application (to the extent compliance is not waived)
20 and consistent with the Engagement Letter.

21 21. Because (a) it is not the general practice of investment banking firms such as
22 Moelis to keep detailed time records similar to those customarily kept by attorneys, (b) Moelis
23 does not ordinarily keep time records on a “project category” basis, and (c) Moelis’ compensation
24 is based on a fixed monthly fee and fixed transaction fees, the Debtors respectfully request that
25 Moelis’ restructuring professionals who advise or provide professional services to or on behalf of

26 _____
27 ⁹ The “Tail Period” shall end 12 months following the expiration or termination of the Engagement Letter.
Engagement Letter, p. 4.

1 the Debtors only be required to maintain records (in summary format) of the services rendered for
2 the Debtors, including summary descriptions of those services, the approximate time expended in
3 providing those services (in hourly increments) and the identity of the restructuring professionals
4 who provided those services, consistent with its ordinary practice. Moelis will present such
5 records to the Court in its fee application(s). Moreover, I respectfully request that Moelis’
6 restructuring professionals not be required to keep time records on a “project category” basis, that
7 its non-restructuring professionals and personnel in administrative departments (including legal)
8 not be required to maintain any time records, and that it not be required to provide or conform to
9 any schedule of hourly rates. To the extent that Moelis would otherwise be required to submit
10 more detailed time records for its professionals by the Bankruptcy Code, the Bankruptcy Rules,
11 the Local Bankruptcy Rules, or other applicable procedures and orders of the Court, I respectfully
12 request that this Court waive such requirements.

13 22. Moelis will maintain records in support of any actual, necessary costs and expenses
14 incurred in connection with the rendering of its services in these Chapter 11 Cases. In the event
15 that Moelis seeks reimbursement for attorneys’ fees during the term of these Chapter 11 Cases,
16 Moelis will include the applicable invoices and supporting time records from such attorneys in
17 Moelis’ own application, both interim and final. Such invoices and time records will be subject to
18 the approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code,
19 without regard to whether such attorneys have been retained under section 327 of the Bankruptcy
20 Code and without regard to whether such attorneys’ services satisfy section 330(a)(3)(C) of the
21 Bankruptcy Code.

22 23. I believe that the Fee Structure is reasonable, consistent with, and typical of
23 compensation arrangements entered into by Moelis and other comparable firms in connection with
24 the rendering of similar services under similar circumstances, both in and out of bankruptcy
25 proceedings. I also believe that the Fee Structure reflects a proper balance between a fixed,
26 monthly fee, and a contingency amount, which is tied to the consummation and closing of the
27 transactions and services contemplated by the Debtors and Moelis in the Engagement Letter. The

1 Fee Structure is consistent with Moelis' normal and customary billing practices for cases of this
2 size and complexity that require the level of scope and services outlined herein. After discussions
3 and arm's-length negotiations, I believe that the Fee Structure is reasonable, market-based, and
4 designed to compensate Moelis fairly for its work.

5 24. Moelis' strategic and financial expertise, as well as its capital markets knowledge,
6 financing skills, restructuring capabilities, and mergers and acquisitions expertise, some or all of
7 which has and will be required by the Debtors during the term of Moelis' engagement, were all
8 important factors to the Debtors in agreeing to the Fee Structure. I believe that the ultimate benefit
9 of Moelis' services hereunder cannot be measured by reference to the number of hours to be
10 expended by Moelis' professionals in the performance of such services. The Debtors and Moelis
11 have agreed upon the Fee Structure in anticipation that a substantial commitment of professional
12 time and effort will be required of Moelis and its professionals in connection with these Chapter
13 11 Cases and in light of the fact that (a) such commitment may foreclose other opportunities for
14 Moelis, and (b) the actual time and commitment required of Moelis and its professionals to perform
15 its services under the Engagement Letter may vary substantially from week-to-week and month-
16 to-month, creating "peak load" issues for Moelis.

17 25. During the 90-day period prior to the Petition Date, the Debtors paid in the ordinary
18 course certain fees and expense reimbursements due under the Engagement Letter. Specifically,
19 according to the Debtors' books and records, the Debtors paid Moelis (a) a Monthly Fee in the
20 amount of \$150,000 and (b) an expense advance retainer in the amount of \$25,000 (the "*Expense*
21 *Advance*"). As of the Petition Date, the Debtors do not owe Moelis any fees for services performed
22 or expenses incurred under the Engagement Letter in excess of the Expense Advance, which
23 Moelis is holding on account of prepetition expenses incurred in connection with the Engagement
24 Letter.

25 **Indemnification, Exculpation, Contribution and Reimbursement of Moelis**

26 26. As part of the overall compensation payable to Moelis under the terms of the
27 Engagement Letter, the Debtors have agreed to indemnify and exculpate any and all Moelis

1 Persons (as defined in the Engagement Letter), and pay certain contributions and reimbursements
2 to, Moelis in accordance with the terms and conditions set forth in the Engagement Letter,
3 including the annexes thereto (such provisions, collectively, the “***Indemnification Provisions***”).
4 As set forth more fully therein, under the Indemnification Provisions, if any Moelis Person
5 becomes involved in any capacity in any Action (as defined in the Engagement Letter), the Debtors
6 will reimburse such Moelis Person for the reasonable out-of-pocket costs and expenses (including
7 counsel fees) of investigating, preparing for and responding to such Action or enforcing the
8 Engagement Letter, as they are incurred. The Debtors will also indemnify and hold harmless any
9 Moelis Person from and against, and the Debtors each agree that no Moelis Person shall have any
10 liability to the Debtors or their affiliates, or their respective owners, directors, officers, employees,
11 security holders or creditors for, any losses, claims, damages, expenses or liabilities (collectively,
12 “***Losses***”) (A) (i) related to the Debtors’ actions or omissions (or the actions or omissions of
13 the Debtors’ officers, directors, employees and agents other than Moelis) in connection with
14 the Engagement Letter or the matters referred to therein), or (ii) related to or arising out of
15 oral or written statements or omissions made or information provided by the Debtors or their
16 agents in connection with the Engagement Letter or the matters referred to therein (including,
17 without limitation, the Information Memo and any other information provided by or on behalf
18 of the Debtors to any purchaser or seller of a security in any transaction contemplated by the
19 agreement); or (B) otherwise arising out of, related to, or in connection with the Engagement
20 Letter or Moelis’ performance thereunder or any other services or advice the Debtors request
21 any Moelis Person to provide (in each case, including prior to the date of the Engagement
22 Letter), except that clause (B) shall not apply to Losses to the extent such Losses are finally
23 judicially determined to have resulted primarily from the bad faith, gross negligence, or willful
24 misconduct of such Moelis Person.

25 27. The Indemnification Provisions were fully negotiated by the Debtors and
26 Moelis at arm’s-length and in good faith, and I believe that the indemnification provisions of the
27 Engagement Letter are reasonable, subject to the modifications set forth in the proposed Order.

1 The Engagement Letter also contains customary contribution and expense reimbursement
2 provisions. I believe that the indemnification and other provisions in the Engagement Letter
3 are appropriate and reasonable for investment banking and financial advisory engagements
4 both out of court and in these Chapter 11 Cases, and reflect the qualifications and limitations
5 on indemnification provisions that are customary in this district and other jurisdictions.

6 **Efforts to Avoid Duplication of Services**

7 28. Moelis understands that the Debtors may retain additional professionals during the
8 term of its engagement and will work cooperatively with such professionals to integrate any
9 respective work conducted by the professionals on behalf of the Debtors. The services provided
10 by Moelis will complement, and not duplicate, the services rendered by any other professional
11 retained in these Chapter 11 Cases.

12 **Moelis' Disinterestedness**

13 29. Moelis has undertaken to determine whether it has any conflicts or other
14 relationships that might cause it not to be eligible for employment by the Debtors in these cases.
15 Specifically, Moelis obtained from the Debtors the names of individuals and entities that may be
16 parties in interest in these cases. Moelis then (a) researched its internal records to determine
17 whether Moelis has any connections with the Debtors and the parties listed on Schedule 1 attached
18 hereto (the "**Potential Parties in Interest**"), and (b) issued a general inquiry to certain of its officers
19 with respect to the Debtors and certain Potential Parties in Interest.

20 30. Based on the foregoing inquiry, other than in connection with this engagement and
21 as otherwise disclosed herein, Moelis has no relationships or connections with the Debtors of
22 which I am aware. In particular, to the best of my knowledge, information and belief, neither I,
23 Moelis, nor any of its professionals:

- 24 (a) is a creditor, equity security holder or insider of the Debtors;
25 (b) is or has been within three years before the Petition Date, a director,
26 officer or employee of the Debtors; or
27 (c) has any interest adverse to the interests of the Debtors' estates or of
any class of creditors or equity security holders, by reason of any

1 direct or indirect relationship to, connection with, or interest in, the
2 Debtors, or for any other reason.

3 31. Accordingly, I believe Moelis is a “disinterested person” as that term is defined in
4 section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the
5 Debtors or their estates.

6 32. Neither I nor any of the Moelis professionals who will provide services for the
7 Debtors is related to any Judge of this Court, the U.S. Trustee, or any person employed in the office
8 of the U.S. Trustee assigned to these Chapter 11 Cases.

9 33. To the extent that I have been able to ascertain to date that Moelis has been engaged
10 within the last three years or is currently engaged by any of the Potential Parties in Interest (or
11 their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on
12 Schedule 2 attached hereto. Schedule 2 also sets forth certain other relationships Moelis has with
13 certain Potential Parties in Interest. In addition to the facts disclosed on Schedule 2, Moelis may
14 in the future be engaged by parties that are or may become parties in interest in these cases. As
15 these cases progress, new parties may become parties in interest in these cases and similarly,
16 Moelis may have been engaged, may be currently engaged, and may in the future be engaged by
17 such new parties in interest in matters unrelated to these Chapter 11 Cases. Also, Moelis may have
18 engaged or had mutual clients with, may currently engage or have mutual clients with, and may in
19 the future engage or have mutual clients with certain law firms, financial advisors, accounting
20 firms, and other professionals that are Potential Parties in Interest or may become parties in
21 interest, all in matters unrelated to these cases. In addition, Moelis may have also been engaged
22 by, be currently engaged by, or in the future be engaged by persons who are creditors or
23 shareholders of the Debtors, otherwise have a business relationship with the Debtors, or who are
24 competitors or customers of the Debtors. Potential Parties in Interest, persons that may become
25 parties in interest in these cases, and persons that have business relationships with the Debtors, are
26 competitors of the Debtors, or that are customers of the Debtors may be: (a) parties in interest in
27 other bankruptcy cases where Moelis is acting as investment banker or financial advisor to the

1 debtors or to other parties in interest therein; or (b) may be affiliates of or creditors of persons who
2 Moelis may have been engaged, is currently engaged, or may in the future be engaged by. In the
3 ordinary course of its business, Moelis may also purchase services or products from Potential
4 Parties in Interest and other persons that are or may become parties in interest in these Chapter 11
5 Cases.

6 34. As described in the Debtors' First Day Declaration, the Debtors and Moelis are
7 commencing a sale process in which it is anticipated that various third parties may submit a bid.
8 While it is possible that Moelis may represent potential bidders in these cases in matters unrelated
9 to the Debtors, Moelis will not represent any such potential bidders in matters related to the
10 Debtors and these chapter 11 cases. At the direction of the Debtors, for the sake of maintaining
11 confidentiality and the integrity of the sale process, Moelis has not disclosed the identities of any
12 specific potential bidders in this Declaration.

13 35. Given the large number of parties in interest in these Chapter 11 Cases, despite the
14 efforts described above to identify and disclose Moelis' relationships with parties in interest in
15 these Chapter 11 Cases, Moelis is unable to state with certainty that every client relationship or
16 other connection has been disclosed. In particular, among other things, Moelis may have
17 relationships with persons who are beneficial owners of parties in interest and persons whose
18 beneficial owners include parties in interest or persons who otherwise have relationships with
19 parties in interest. Moreover, Moelis' employees may have relationships with Potential Parties in
20 Interest, persons that may become parties in interest in these cases, and/or persons that have
21 business relationships with the Debtors, are competitors of the Debtors or that are customers of the
22 Debtors. Continued inquiry will be made following the filing of the Application, on a periodic
23 basis, with additional disclosures to this Court if necessary or otherwise appropriate.

24 36. Moelis Asset Management LP ("**MAM**") is an asset management holding company
25 that is controlled by Kenneth Moelis, who also controls Moelis. MAM holds interests in various
26 funds, including private equity, credit investments, direct lending and collateralized loan
27 obligations funds. These funds may hold investment positions in various entities from time-to-

1 time, some of which may be parties in interest in these Chapter 11 Cases. MAM and its
2 subsidiaries are operated in separate legal and operating entities from Moelis and its financial
3 advisory affiliates. MAM and its subsidiaries are separated from Moelis and its financial advisory
4 affiliates by a compliance information barrier that prevents (a) an employee of Moelis and its
5 financial advisory affiliates from disclosing non-public information concerning the Debtors or
6 these cases to any employee of MAM or its subsidiaries, and (b) an employee of MAM or its
7 subsidiaries from disclosing non-public information concerning an investment of a MAM
8 subsidiary to an employee of Moelis or its financial advisory affiliates. No employees of MAM
9 or its subsidiaries will work on these cases, and employees of Moelis working on these cases have
10 no involvement in the investment decisions of MAM's subsidiaries. Based on the business
11 separation and compliance information barriers referred to above, I do not believe that the
12 investment activities of MAM's subsidiaries constitute a conflict of interest that would disqualify
13 Moelis from providing services described in the Engagement Letter.

14 37. To the best of my knowledge, information, and belief, some of Moelis' present and
15 future employees may have, or may in the future have, personal investments in funds or other
16 investment vehicles over whose investment decisions such employees have no input or control.
17 Such entities may have made, or may in the future make, investments in the claims or securities of
18 the Debtors, or those of their creditors or other parties in interest in these Chapter 11 Cases.

19 38. Moelis will not share any compensation to be paid by the Debtors in connection
20 with services to be performed after the Petition Date with any other person, other than other
21 principals and employees of Moelis, to the extent required by section 504 of the Bankruptcy Code.
22 In the ordinary course of its business, Moelis regularly retains the services of senior advisors with
23 specific industry or other expertise to supplement the investment banking and financial advisory
24 services offered by Moelis' regular employees to Moelis' clients. Upon Moelis' engagement on a
25 particular assignment, one such senior advisor may be assigned to assist the other Moelis
26 professionals for such engagement. Such advisor acts under the management of the Moelis
27

1 Managing Director who retains the lead role and primary responsibility for such assignment. The
2 fees and expenses of such senior advisor are paid solely by Moelis.

3 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
4 and correct to the best of my knowledge and belief.

5 Dated: June 25, 2024

6
7 By: /s/ Zul Jamal
8 Zul Jamal
9 Managing Director
10 Moelis & Company LLC
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

SCHEDULE 1

Potential Parties in Interest

Debtors

Nevada Copper Corp.
Nevada Copper, Inc.
0607792 B.C. Ltd.
Lion Iron Corp.
NC Farms LLC
NC Ditch Company LLC

Shareholders

Alexander Hall
Cassandra Joseph Tr Cassandra Joseph Family Trust UA 5/16/2016
CDS & Co
Exchanges Control For C01/C
Jennifer Hall
Kalidas Madhavpeddi
Mercuria Holdings (Singapore) Pte Ltd
Pala Investments Limited
Pala Assets Holding Limited
Pelham Investment Partners LP
Phillip Day
Sedgman USA Inc
Summit Partners Credit Advisors LP

Debtors' Bankruptcy Professionals

Allen Overy Shearman Sterling US LLP
AlixPartners, LLP
Alvarez & Marsal Canada Inc.
Citigroup Global Markets Inc.
Epiq Corporate Restructuring, LLC
McDonald Carano LLP
Moelis & Company
Torys LLP

Other Professionals

Davison Van Cleve, P.C.
Miller Thomson LLP
Vedder Price

Directors and Officers

Anna Ladd-Kruger
Carolyn "Lina" Tanner

1 Cassandra Joseph
Clare Devincenzi
2 Elaine Dorward-King
Elva Gonzalez
3 Ernest (Ernie) Nutter
Evgenij Iorich
4 Greg French
Greg Martin
5 Guillaume de Dardel
John Cash
6 John Nagulendran
7 Kalidas Madhavpeddi
Kate Southwell
8 Lucio Genovese
Matthew Anderson
9 Michael Brown
Michael Hassler
10 Patrick Gormen
11 Phillip "Kris" Sims
Raffaele (Lucio) Genovese
12 Randy Buffington
Rod Redden
13 Sheldon Vanderkooy
14 Stephen Gill
Tom Albanese

15 **Secured Creditors**

16 Concord Resources Limited
17 Elliott Investment Management
KfW IPEX-Bank GmbH
18 Manchester Securities Corp.
Mercuria Energy Trading
19 Mercuria Investments US, Inc.
NIU Invest SE
20 Pala Investments Limited
TF R&S Canada Ltd.
21 Triple Flag International Ltd.
22 Triple Flag Mining Finance Bermuda, Ltd.
Triple Flag USA Royalties Ltd.
23 U.S. Bank Trust Company, National Association
24 Ziwa Investments Limited

25 **Unsecured Creditors**

26 Automatic Welding Inc.
Brake Supply Company Inc
27 C&B Pumps & Compressors, LLC

1 Chlumsky, Armbrust & Meyer, LLC
Computershare
2 Cripps Leadership Advisors Ltd
Desert Ready Mix, LLC
3 DMI Digital Media Innovations Canada, Inc
Dorsey & Whitney LLP
4 F & H Mine Supply, Inc.
First Insurance Funding (a division of Lake Forest Bank & Trust Company)
5 FLSmidth
Hugessen Consulting
6 Kimball MidWest
Kool-IP Solutions Corp.
7 Maddox Industrial Transformer, LLC
8 McInnes Cooper
ME Global
9 Mercuria Investments US, Inc.
Mill Man Steel, Inc.
10 Pala Investments Limited
Partners in Performance USA Inc.
11 Prepaid Expense Card Solutions, Inc.
12 Pricewaterhouse Coopers LLP
PricewaterhouseCoopers LLP
13 Proactive Investors North American Inc
14 Rain For Rent
Southern Tire Mart, LLC
15 Southwest Energy LLC
Thiessen Team USA, Inc.
16 Tom Albanese
Triple Flag International Ltd.
17 Turnstone Industrial Solutions LLC
18 Union Pacific Railroad Company
Wedco Inc.
19 Workiva Inc.

20 **Creditor Professionals**

21 Akin Gump Strauss Hauer & Feld
Bennett Jones LLP
22 Cleary, Gottlieb, Steen & Hamilton LLP
Davis, Graham & Stubbs LLP
23 Milbank LLP
Shea Larson PC
24 White & Case LLP

25 **Depository Banks**

26 BMO Harris Bank
27
28

Contract Counterparties

- 1 Adobe Inc.
- 2 Allied Sanitation Services
- Alpesh Surati
- 3 Arimex Industrial
- Atkinson Construction LLC
- 4 Barr Engineering
- BESTECH Canada Limited
- 5 Boart Longyear
- Carwil
- 6 CGK Consulting Inc.
- 7 Cheek Construction LLC
- Deswik USA Inc.
- 8 Dusenbury Environmental Services
- Evolve Security
- 9 FKC Lakeshore Inc.
- Fort Lowell Consulting
- 10 Graymar Environmental Service, Inc.
- 11 GroundHog Apps
- Haley & Aldrich
- 12 Haley & Aldrich, Inc.
- Halo Service Solutions
- 13 ICM Solutions, LLC
- 14 Jim Menesini Petroleum
- JW Welding Supplies & Tools
- 15 Konica Minolta Premiere Finance
- Kool-IP
- 16 Layne Minerals LLC
- Major Drilling America Inc.
- 17 McGinley & Associates
- 18 Millcreek Engineering Company
- MyComply
- 19 Nevada Cement Company Inc.
- Next Level Internet Inc
- 20 NOREX Inc.
- Pacific Office Automation
- 21 Paterson & Cooke
- 22 Platoro Mine Consulting LLC
- Preffered Networks Inc.
- 23 Quality Scales Unlimited
- R & M Security
- 24 Redi Services LLC
- 25 RGGs Land & Minerals Ltd.
- Robert Half
- 26 Robison Engineering Company Inc.
- Rocky Mountain Railcar Repair
- 27

1 Rough Stock Mining LLC
Sierra Rentals and Transport
2 Sierra Staffing Group LLC
Southwest Energy
3 SRK Consulting Inc
Steve Newman
4 Subterranean Boring Inc
Teresa Thom
5 ThermoFisher Scientific
6 Thomas Gallaway Corp d/b/a Technologent
Tori Martinez
7 Velosio
Walker River Mechanical Corporation
8 Westland Resources

9 **Insurance Providers**

10 AIG Specialty Insurance Co
Allied World Specialty Insurance Company
11 Apollo Syndicate Management Limited
Aspen Insurance
12 Banyan Risk Services Ltd.
Beazley
13 Berkshire Hathaway Specialty Insurance Company
14 Canopus/Amlin
Chubb Insurance Company of Canada
15 CNA Canada
CNA Hardy
16 Continental Casualty Company
Definity
17 FastTrack
18 First Insurance Funding Corp.
First Insurance Funding of Canada
19 General Star Indemnity Company
Great American Insurance Group (GAIG)
20 Inigo Insurance
Intact Insurance Company
21 International Mining Industry Underwriters (IMIU)
22 Lloyd's Insurance Company
LP Insurance Services, LLC
23 Markel Canada Limited
Marsh Canada Limited
24 Munich Reinsurance America, Inc.
25 QBE Insurance
Redwood Fire and Casualty Insurance Company
26 Starr Indemnity & Liability Co
Swiss Reinsurance America Corp
27

1 The Economical Insurance Group
Zurich Insurance Company Ltd

2 **Benefit Providers**

3 ADP Canada Co. Payroll Technologies
4 American Specialty Health Incorporated (ASH) d/b/a Active&Fit Direct
5 Berkley Industrial Comp. d/b/a Carolina Casualty Insurance Company
6 CIGNA
7 Colonial Insurance
8 Ginger
9 Happify
10 Humana Insurance Co.
11 IMG's Travel Assistance Services
12 iPrevail
13 MacLean Financial Group
14 MD Live
15 Nationwide
16 Navia Benefit Solutions
17 PayChex
18 Paylogix f/b/o Nationwide
19 Prudential Insurance Company of America
20 QUILITY Insurance Services
21 Regional Emergency Medical Services Authority (REMSA)
22 Reliance Standard Life Insurance
23 SamCore Inc.
24 Talk Space
25 Victor Insurance Managers Inc.
26 Virgin Pulse
27 WorkingAdvantage, an EBG Platform
28 WorkSafeBC

29 **Utility Providers**

30 Allied Sanitation & Septic Services
31 Charter Communications
32 City of Alhambra Utilities Dept.
33 D&S Waste Removal, Inc.
34 Frontier Communications Parent, Inc.
35 H2O-4-U Potable Water Services, LLC
36 NV Energy
37 Rango
38 Sky Fiber Internet
39 Southwest Gas Corporation
40 Sparkletts & Sierra - Alhambra
41 Starlink.com
42 Waste Management of Nevada

Suppliers/Vendors

1 Cashman Equipment Company
2 Caterpillar Financial SARL
Dumas Contracting LTD.
3 Epiroc Financial Solutions USA LLC
Epiroc USA LLC
4 Guy F. Atkinson Construction, LLC
Jennmar Corporation of Utah. Inc.
5 Jim Menesini Petroleum Products
6 NewField Companies, LLC
RAM Enterprises
7 Redpath USA Corporation
Small Mine Development LLC
8 Western Nevada Supply

Sureties

9 Aon
10 Nevada Division of Environmental Protection (Reclamation)
11 Sierra Pacific Power Company d/b/a NV Energy
Trisura Insurance Company
12 United States Department of the Interior Bureau of Land Management

Customers

13 Aurubis AG
14 Aurubis Bulgaria AD
15

Royalty Recipients

16 RGGGS Land & Minerals Ltd.
17 Majuba Mining Ltd.
Renegade Resources Corporation
18

Equipment Lessors

19 CAT Financial
20 CIT Group/Equipment Financing, Inc.
CIT Railcar Funding Company, LLC
21 Epiroc Financial Solutions
Mine Hoist International Ltd
22 Normet Americas

Taxing Authorities

23 Canada Revenue Agency
24 Internal Revenue Service
25 Lyon County Treasurer
Mineral County Treasurer
26 Minister of Finance
Nevada Department of Taxation
27

1 Nevada State Treasurer
Storey County Business Licensing
2 Storey County Treasurer
United States Treasury
3 Washoe County Treasurer

4 **Temporary Labor/Staffing Agencies**

5 ERP Automated LLC
Fort Lowell Consulting PLLC
6 Kapra Cleaning LLC.
Lynx Enterprise LLC
7 Manpower
R and M Security LLC
8 TJA Consulting LLC
XRT Consultants LLC
9

10 **Other Lienholders**

11 Amalgamated Mining & Tunnelling Inc.
AMC USA LLC
12 American Assay Laboratories
American Equipment, Inc.
13 Atlas Copco Customer Finance USA LLC
Bank of Montreal/Banque De Montreal
14 Barr Engineering Co.
Boart Longyear Company
15 BrandSafway Services LLC
CarWil, LLC
16 CIT Bank, N.A.
Davidson Sales & Engineering, Inc.
17 Double Down Heavy Repair LLC
18 Durus Industrial, LLC
Ecofab Maintenance USD Inc
19 Expt1 Ltd., A Company Organized Under The Laws of The Cayman Islands
GM Financial
20 Hoffman Manufacturing Inc.
Idaho Mine Technicians, LLC
21 Jodouin Mine Ventilation LTD
22 Kaman Industrial Technologies Corporation
Kelley Freight Brokers
23 Komatsu Equipment Co.
Lhoist North America of Arizona
24 Maxim Crane Works LP
25 Mine Hoists International LTD
NFS Leasing, Inc.
26 Normet Americas Inc.
Northern Nevada Equipment
27

1 Paterson & Cooke Canada Inc.
PDM Steel Service Centers, Inc.
2 Peoples United Bank
Purcell Tire & Rubber Company
3 Rema Tip Top/North America Inc
Respec Company, LLC
4 Responsible Mining Solutions
RGGG Land & Minerals. Ltd., L.P.
5 Rubicon Mechanical LLC
Saia LTL Freight
6 Savage Services Corporation
7 Somerset Leasing Xxv, LLC
SunBelt Rentals Inc
8 Tech-Flow, LLC
Techline Services Inc
9 TFORCE Freight, Inc.
10 Total Quality Logistics, LLC
WebBank
11 Wesco
Wild West Chevrolet
12 Williams Scotsman, Inc.

13 **Environmental/Regulatory**

14 NDEP-BMRR
NDEP-BWPC
15 NevDCNR
Nevada Department of Wildlife
16 State of Nevada - Div. of H2O Resources
Bureau of Safe Drinking Water
17 NDEP - BAPC
18 Nevada Mining Association
Oak Valley Hospital District
19 South Lyon Medical Center
Walker River Irrigation District
20

21 **Other Governmental Authorities/Agencies**

22 Alberta Securities Commission
British Columbia Securities Commission
23 Bureau of Alcohol, Tobacco,
Bureau of Safe Drinking Water (BSDW)
24 Canada Deposit Insurance Corporation (CDIC)
City of Reno
25 City of Yerington
Department of Homeland Security
26 Department of Interior - BLM
Department of Motor Vehicles
27

- 1 Federal Communications Commission
- 2 Federal Deposit Insurance Corporation (FDIC)
- 3 International Accounting Standards Board
- 4 International Finance Corporation (IFC)
- 5 Lyon County Fair and Rodeo
- 6 Lyon County Recorder
- 7 Mason Valley Fire Protection
- 8 Mineral County Assessor
- 9 Mineral County Building Department
- 10 Mineral County Recorder
- 11 Nevada Department of Wildlife (NDOW)
- 12 Nevada Division of Environmental Protection (NDEP) - BAPC
- 13 Nevada Division of Environmental Protection (NDEP) - BMRR
- 14 Nevada Division of Environmental Protection (NDEP) - BSMM
- 15 Nevada Division of Environmental Protection (NDEP) - BWPC
- 16 Nevada Mining Association
- 17 Nevada Secretary of State
- 18 Nevada State Fire Marshall
- 19 Nevada State Health Division
- 20 NevDCNR
- 21 Northern Nevada Development Authority
- 22 Oak Valley Hospital District
- 23 Office of the United States Attorney for the District of Nevada
- 24 Ontario Securities Commission
- 25 Ontario Superior Court of Justice
- 26 State of Nevada
- 27 State of Nevada - Dept of Ag
- 28 State of Nevada - Div. of H2O Resou
- 29 System for Electronic Document Analysis and Retrieval (SEDAR)
- 30 Toronto Stock Exchange (TSX)
- 31 US Department of Treasury - MSHA
- 32 Walker River Irrigation District

Region 17 U.S. Trustee and Personnel

- 20 Alisa Wongvasinkul
- 21 Anabel Abad-Santos
- 22 Anita Benson
- 23 Avis J. Rhinehart
- 24 Bryan Coleman
- 25 Cameron Gulden
- 26 Carla K. Cordero
- 27 Carlos Hernandez-Vivoni
- 28 Cecilia Jimenez
- 29 Christina Goebelsmann
- 30 Deanna K Hazelton
- 31 Edmund Gee

1 Edward M. McDonald
Gregory Powell
2 Ivy Cones
Jared A. Day
3 Jason Blumberg
Jay Chien
4 Joni Brun
Jorge A. Gaitan
5 Justin C. Valencia
Katina Umpierre
6 Keith Swanson
7 Kristin McAbee
Kristine Kinne
8 Lamar Lewis-Sutton
Laurie Brugger
9 Lisa M. Grootendorst
10 Michael Fletcher
Michael Mitchell
11 Michelle Forrest
Monette Semana
12 Paul Leahy
Reinhard Freimuth
13 Shane Bharat
14 Sue Wolny
Terri Didion
15 Tracy Hope Davis
Trevor Fehr
16

17 **District of Nevada Bankruptcy Court Judges**

August B. Landis
18 Gary A. Spraker
Gregg W. Zive
19 Hilary L. Barnes
Mike K. Nakagawa
20 Natalie M. Cox

21 **Other Parties in Interest**

22 Aaron Lopez
AccuWeather Enterprise Solutions
23 acQuire Technology Solutions
Adam King
24 Advanced Weighing Systems LLC
25 Agilent Technologies, Inc.
Agru America, Inc.
26 AHern Rentals, Inc.
Aikenhead Physical Therapy, LLC
27

- 1 Alan Rogelio Pineda-Chavez
- Aletek LLC
- 2 Amazon.com
- American Drilling Corp LLC
- 3 American Group, LLC
- Analytics-Shop USA LP
- 4 Anthony O. Lopez
- Anthony T. Reviglio
- 5 Aon Reed Stenhouse Inc.
- 6 Applied Industrial Technologies, Inc.
- ARC WorkPlace Services
- 7 Associated Pension Consultants, LLC
- Atlas Electric Inc
- 8 Audiology Consulting and Training
- Azteca Consulting, LLC
- 9 Bentley Systems, Inc
- Berkley Industrial Comp.
- 10 Berkshire Hathaway Homestate Insurance Co
- 11 Big Iron Rents and Sales, Inc
- Bittersweet NC LLC
- 12 Brenner-Fiedler & Associates, Inc
- Brian Groom
- 13 Bryce Roe
- 14 BTE West
- Burt Process Equipment, Inc.
- 15 C.C. Jensen, Inc.
- C.H. Spencer & Company
- 16 Call & Nicholas, Inc.
- Capurro Trucking
- 17 CDW Direct LLC
- 18 Centennial Equipment Co., Inc.
- CGK Consulting Group, Inc
- 19 CGS, Inc.
- Chuck Pollard
- 20 Cisco Air Systems
- Codale Electric Supply, Inc.
- 21 Coeur Products LTD INC
- 22 Colton Honnold
- Compressor-Pump & Services, Inc.
- 23 Comstock Seed
- CraneTech, Inc.
- 24 Crescent Electric
- 25 Cyclone Transport LLC
- D. Isom Mobile Glass & Isom Crane
- 26 David Anthony Coelho
- De Lage Landen Financial Services, Inc
- 27

- 1 DEA Incorporated
- Desert Engineering
- 2 Dominic Carvelas
- Doug Cleland
- 3 DSV Air & Sea, Inc.
- DXP Enterprises, Inc.
- 4 Dynaway
- Electrical Reliability Services Inc
- 5 Elko Wire Rope and Mining Supply
- 6 Empire Southwest
- Employer Lynx, Inc.
- 7 Environmental Express, Inc
- Eric C. Scott
- 8 Evolve Security, LLC
- Examinetics Inc
- 9 Farmer Brothers
- 10 Fastenal Company
- Federal Express
- 11 FedEx Freight
- Ferguson Enterprises, Inc.
- 12 FKC Lake Shore
- 13 Flanders Electric Motor Service LLC
- Flo Components Ltd
- 14 Flo-Line Technology, Inc.
- Forestry Supplies, Inc.
- 15 Fritz-Pak Corporation
- G.L. Tiley & Associates LTD.
- 16 G2 Archaeology
- Geologic Associates, Inc.
- 17 GIOMI, INC.
- 18 Globe 24-7 Inc
- Grainger
- 19 Grand Sierra Resort
- Graphic Products, Inc
- 20 Greenfield Project Development Services LLC
- Hard Rok Equipment, Inc.
- 21 Hard-Line USA, Inc.
- 22 Hartwell Thalacker LTD
- Hatch LTD
- 23 Hawthorne Recycling Metals Co
- Haynsworth Sinkler Boyd, PA
- 24 H-E Parts International Mining
- Herc Rentals Inc
- 25 Hexagon Mining Inc.
- 26 High Grade Controls Corporation
- Hitachi Solutions Canada, Ltd.
- 27

- 1 HosePower USA
- 2 Industrial Automation Services, Inc.
- 3 Ingeteam Inc
- 4 Insight Direct USA, Inc.
- 5 International Casting & Supplies
- 6 J.W. Welding Supplies and Tools
- 7 Jack R. Cline
- 8 Jackson Kelly PLLC
- 9 JBA Works, Inc.
- 10 Jeff N. Faillers, P.C.
- 11 Jennifer L. Light
- 12 Jentech Drilling Supply Inc
- 13 Jeremy B. Croft
- 14 Jose L. Arredondo Vizcaya
- 15 JP Mine Rescue Consultant, LLC
- 16 Kahl Commercial Interiors
- 17 Kappes, Cassiday & Associates
- 18 Kasandra C. Fimbres
- 19 Kenton Hoshino
- 20 Kimball Rentals LLC
- 21 Korin Carpenter
- 22 Kyle Bryce
- 23 Kyle White
- 24 L.N. Curtis & Sons
- 25 L/P Insurance Services, LLC
- 26 Lahontan Paramedical
- 27 LBR Enterprises, LLC d/b/a Copper Village
- Legend, Inc.
- Luis A. Ramirez
- M. Dusenbury Envi. Services, Inc.
- Marsh USA LLC
- Mason Valley Fire Protection Distri
- McGinley & Associates, Inc.
- McLanahan Corporation
- McMaster-Carr
- Mike Probst
- Miller Sales & Engineering, Inc.
- MineARC Systems America, LLC
- Minova USA Inc
- Moly-Cop USA LLC
- Motion Industries, Inc.
- MSC Industrial Supply
- myComply US Inc.
- Nevada Cement Co.
- NevCan Inc.
- New Pig Corporation

- 1 NISS
- 2 Noe Leanos Garcia
- 3 Norco, Inc.
- 4 Nordic Minesteel Technologies Inc
- 5 Northern Nevada Rebar, INC.
- 6 Northern Tool
- 7 Occupational Health Centers of the
- 8 Office Depot
- 9 OSECOELFAB
- 10 Pac Machine Company, Inc.
- 11 Paessler AG
- 12 Pashman Stein Walder Hayden, P.C.
- 13 PetroSolutions LLC
- 14 PEX - Prepaid
- 15 Plastiques G Plus Inc
- 16 Postmaster
- 17 Praneeth Gali
- 18 Print N' Copy Center (PNCC)
- 19 Priority 1 Alert, Inc.
- 20 Progressive Insurance
- 21 Qal-Tek Associates LLC
- 22 Radiation Detection Company
- 23 Ramiro Guerrero
- 24 Raul D. Elenes
- 25 Redi Services, LLC
- 26 Renaissance Reno Downtown Hotel
- 27 RespSafety
- 28 Rick Hemsworth
- 29 Rock Solid Training and Solutions
- 30 Rock-Tech
- 31 RPM Expedite Nevada, LLC
- 32 Ryan McCalden
- 33 Safetyculture PTY LTD
- 34 SAMG Occupational Medicine
- 35 Sangoma US
- 36 Senergy Petroleum
- 37 Shoebox Ltd.
- 38 Shred-It USA LLC
- 39 Sierra Corporate Services
- 40 Sierra Electronics
- 41 Sierra Rental and Transport Co.Inc
- 42 Sign City
- 43 Silver State Analytical Labs
- 44 Silver State Fire LLC
- 45 Silver State Wire Rope & Rigging
- 46 Smith Power Products, Inc.
- 47

- 1 SNF Inc.
- 2 Sonoma Health & Safety Center
- 3 Sonsray Machinery, LLC
- 4 Source Too Machine, Inc.
- 5 Staples Contract & Commercial LLC
- 6 State Fire DC Specialties, LLC
- 7 Sticks & Stones
- 8 Summit Engineering Corporation
- 9 Super Tek X Automation, Inc.
- 10 Synergy Controls Corporation
- 11 The Cart Barn
- 12 Tony Cerasia
- 13 Tony Hendrick
- 14 ULINE, Inc.
- 15 United Central Industrial Supply Co
- 16 United Rentals (North America)
- 17 United Site Services of Nevada Inc
- 18 UPS
- 19 UPS Freight - Dallas
- 20 Vanessa Quesada
- 21 Vector Solutions
- 22 Verve Cloud, Inc.
- 23 Virginia Ibarra
- 24 VLCM
- 25 Walker River Mechanical Corp
- 26 Wayne D. Felzien
- 27 Weetah W. Kennison
- 28 Weir Minerals North American
- 29 Weld-Pro Solutions LLC
- 30 Wells Fargo Vendor Financial Services LLC
- 31 Western States Automation, LLC
- 32 Whistleblower Security
- 33 WiFiber LLC
- 34 William H. Collins
- 35 Wood Canada Limited
- 36 Worley Canada Services Ltd.
- 37 Yerington Auto Parts
- 38 Yerington Family Vison Center
- 39 Yerington Inn
- 40 Zoro Tools, Inc

Unsecured Noteholders

Hannam Investments

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SCHEDULE 2

Relationships with Potential Parties in Interest

Shareholders

Pala Investments Limited
Summit Partners Credit Advisors LP

Secured Creditors

Elliott Investment Management
Pala Investments Limited
U.S. Bank Trust Company, National Association

Unsecured Creditors

Pala Investments Limited

Utility Providers

Frontier Communications Parent, Inc.
Southwest Gas Corporation

Sureties

Aon