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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

**DECLARATION OF RYAN J. WORKS,
ESQ. IN SUPPORT OF APPLICATION
FOR ORDER PURSUANT TO 11 U.S.C. §§
327(a) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF McDONALD
CARANO LLP AS COUNSEL TO THE
DEBTORS AND DEBTORS IN
POSSESSION**

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

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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).

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1 I, Ryan J. Works, being duly sworn, hereby depose and declare under penalty of perjury:

2 1. I am an attorney and partner in the law firm of McDonald Carano LLP, proposed
 3 counsel to Nevada Copper, Inc., Nevada Copper Corp., NC Ditch Company LLC, NC Farms LLC,
 4 Lion Iron Corp., and 0607792 B.C. Ltd. (“*Debtors*”).

5 2. I have personal knowledge of the facts stated in this declaration, except as to those
 6 stated on information and belief and, as to those, I am informed and believe them to be true. If called
 7 as a witness, I could and would competently testify to the matters stated herein.

8 3. I make this declaration in support of the *Application for Order Pursuant to 11 U.S.C.*
 9 *§§ 327(a) Authorizing the Retention and Employment of McDonald Carano LLP as Counsel to the*
 10 *Debtors and the Debtors in Possession* (the “*Application*”).²

11 4. Debtors and McDonald Carano executed an engagement letter dated April 23, 2024
 12 and attached hereto as Exhibit 1 (the “*Engagement Letter*”).

13 5. Subject to Court approval in accordance with Section 330(a) of the Bankruptcy Code,
 14 compensation will be payable to the Firm on an hourly basis, plus reimbursement of actual, necessary
 15 expenses and other charges incurred by the Firm as agreed to between the Firm and the Debtors and
 16 according to McDonald Carano’s customary reimbursement policies. The principal attorneys
 17 presently designated to represent the Debtors are Ryan J. Works, Amanda M. Perach, and Adrienne
 18 Brantley-Lomeli. Brian Grubb is the paralegal designated to this matter. Brief biographies of these
 19 attorneys and paralegal are attached hereto as Exhibit 2.

20 6. The Firm will seek compensation from the Debtors’ bankruptcy estates based on the
 21 following rates:

<u>Name</u>	<u>Position</u>	<u>Rate</u>
Ryan J. Works	Partner	\$650.00
Amanda M. Perach	Partner	\$550.00
Adrienne Brantley-Lomeli	Of Counsel	\$450.00
Brian Grubb	Paralegal	\$300.00

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 28 ² Capitalized terms not otherwise defined herein shall have the meaning set forth in the Application.

1 7. The Firm will use other attorneys and paraprofessionals during the course of the case
2 that it deems appropriate.

3 8. It is the Firm’s policy to charge its clients in all areas of practice for all other expenses
4 incurred in connection with the client’s case. The expenses charged to clients include, amount other
5 things, mail and express mail charges, special or hand delivery charges, document retrieval,
6 photocopying charges, charges for mailing supplies (including without limitation, envelopes and
7 labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses,
8 computerized research, transcription costs, as well as non-ordinary overhead expenses such as
9 secretarial overtime. The Firm will charge the Debtors for these expenses in a manner and at rates
10 consistent with charges made generally to the Firm’s other clients.

11 9. McDonald Carano will maintain detailed records of fees and expenses incurred in
12 connection with the rendering of the legal services described above, in accordance with applicable
13 rules and guidelines.

14 10. McDonald Carano intends to apply for compensation for professional services
15 rendered and for reimbursement of expenses incurred in accordance with applicable provisions of
16 title 11 of the Bankruptcy Code, the Bankruptcy Rules, Local Rules, orders of this Court, and the
17 U.S. Trustee Guidelines.

18 11. Except as described below, neither McDonald Carano, any members of McDonald
19 Carano, nor any professional or attorney associates with or employed by McDonald Carano has
20 received a promise as to payment or compensation in connection with these Chapter 11 Cases.
21 McDonald Carano does not have any agreement with any other entity to share with any such entity
22 any compensation received by McDonald Carano.

23 12. In connection with the Debtors’ proposed retention of McDonald Carano, an
24 extensive review (the “*Connections Check*”) of McDonald Carano’s connections (as such term is
25 used in Bankruptcy Rule 2014(a)) with the Debtors herein, their creditors, the Office of the United
26 States Trustee, the Bankruptcy Judges of this District, any other party-in-interest herein, or their
27 respective attorneys, accountants, advisors or other professionals. A complete list of the parties and
28 persons used in the Connections Check is attached hereto as Exhibit 3. The Connections Check was

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1 entered into a database containing McDonald Carano’s connections, which consist primarily of
2 current and former clients of the Firm. These connections were then reviewed by me, to identify
3 any conflicts, connections or other relationships that would need to be disclosed in accordance with
4 Bankruptcy Rule 2014.

5 13. Upon receipt of several reports generated by McDonald Carano’s conflicts check
6 team, I reached out to my partners, associates, attorneys and other professionals and persons to
7 evaluate the current and former clients that appeared to present a potential conflict or other
8 connection or relationship that required further details and exploration under the Nevada Rules of
9 Professional Conduct. After dozens of emails with my partners, associates and other personnel at
10 McDonald Carano I was able to narrow the scope of connections that required disclosure. A copy
11 of the results of McDonald Carano’s Connection Check is annexed hereto as Exhibit 4.

12 14. In addition, McDonald Carano has been involved in a number of unrelated cases with
13 various professionals involved in this case, both in adverse and non-adverse roles. Those
14 connections have not been listed on the Connection Check as such professionals were only serving
15 in their capacities as attorneys for various unrelated parties.

16 15. To the best of my knowledge after diligent inquiry, neither McDonald Carano, any
17 member of McDonald Carano, nor any attorney associated with or employed by McDonald Carano,
18 has any “connection” (as such term is used in Bankruptcy Rule 2014(a)) with the Debtors herein,
19 their creditors, any other party-in-interest herein, their respective attorneys or accountants or other
20 professionals, the U.S. Trustee, or any person employed in the office of the United States Trustee,
21 except to the extent set forth on Exhibit 4. Notwithstanding any “connection” set forth therein and
22 except as set forth herein, to the best of my knowledge, any “connection” of McDonald Carano to
23 the identified entities are limited to matters unrelated to the Debtors.

24 16. Moreover, McDonald Carano has a well-known Nevada reorganization and
25 restructuring practice which encompasses the representation of many investors, financial institutions
26 and other persons or entities, some of which may become creditors or parties-in-interest, including,
27 without limitation, potential acquirers of the Debtors’ remaining assets in these Chapter 11 Cases.
28 Furthermore, as part of its practice, McDonald Carano appears in cases, proceedings, and

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1 transactions involving numerous attorneys, accountants, and financial advisors, some of which may
2 represent the Debtors, creditors, or parties-in-interest, or themselves be creditors or parties-in-
3 interest in these Chapter 11 Cases. McDonald Carano has not and will not represent any of these
4 creditors, investors, potential acquirers, parties-in-interest, attorneys, financial advisors,
5 accountants, or any other entity in connection with these Chapter 11 Cases, nor is McDonald Carano
6 aware of any interest on the part of such entities to acquire the assets of the Debtors.

7 17. McDonald Carano has represented, and may represent, in the future, the entities as
8 described in Exhibit 4 as clients (or their affiliates), in matters unrelated to these Chapter 11 Cases
9 or the Debtors. McDonald Carano has not, does not, and will not represent any other the entities
10 listed above (or their affiliates) in matters related to the Chapter 11 Cases.

11 18. McDonald Carano will file appropriate supplemental disclosure(s) with the Court to
12 the extent that additional information concerning any connections is discovered or develops in the
13 future.

14 19. According to McDonald Carano’s books and records, the Firm received payments
15 from the Debtors in the amount of \$45,801.91 in the 12 months prior to the Petition Date, of which
16 \$40,380.00 was paid by the Debtors to McDonald Carano during the 90 days before the Petition
17 Date. McDonald Carano received a pre-petition retainer in the amount of \$100,000.00 (“*Retainer*”)
18 that was applied to certain invoices billed through June 7, 2024, leaving a balance in McDonald
19 Carano’s IOLTA of \$60,545.00 as of the Petition Date. The amounts paid by the Debtors to
20 McDonald Carano during the 90 days prior to the Petition Date is set for in Exhibit 5.

21 20. Consistent with the United States Trustee’s *Appendix B—Guidelines for Reviewing*
22 *Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* by
23 *Attorneys in Larger Chapter 11 Cases* (the “*United States Trustee Guidelines*”), which became
24 effective on November 1, 2013, I state as follows:

- 25 i. Did you agree to any variations from, or alternatives to, your standard or customary
26 billing arrangements for this engagement?
- 27 a. No.
- 28 ii. Do any of the professionals included in this engagement vary their rate based on the
geographic location of the bankruptcy case?

MCDONALD CARANO

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a. No.

iii. If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

a. See § 6, above. McDonald Carano has not changed its billing rates postpetition.

iv. Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

a. Yes. Four Months.

21. Notwithstanding the above, I believe that McDonald Carano is a disinterested person, and does not hold or represent an interest adverse to the Debtors' estates with respect to the matters for which McDonald Carano is to be employed. I can make the following representations:

a. To the best of my knowledge, McDonald Carano and its attorneys are disinterested within the meaning of section 101(14) of the Bankruptcy Code and do not have an adverse interest pursuant to section 1107 of the Bankruptcy Code because none of them are creditors, equity security holders, or insiders of any Debtor; none of them are, or were within the two-year period preceding the Petition Date, a director, officer or employee of any Debtor; and none of them have an interest materially adverse to the interests of the estates or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in any Debtor or for any other reason; and

b. To the best of my knowledge, based upon the Debtors' disclosure of their members, managers, directors, creditors, and other parties-in-interest, neither McDonald Carano, nor any of its attorneys, have any present or prior connection with the Debtors, the Debtors' creditors, other parties-in-interest, or their respective attorneys and accountants, the United States Trustee, or any persons employed in the Office of the United States Trustee.

Based upon the foregoing, I declare under penalty of perjury that the foregoing is true and correct.

SIGNED under penalty of perjury this 26th day of June, 2024.

/s/ Ryan J. Works
RYAN J. WORKS, ESQ.

Exhibit 1



Ryan J. Works, Esq.
rworks@mcdonaldcarano.com

Reply to Las Vegas

April 23, 2023

VIA E-MAIL

Nevada Copper Inc.
c/o Carolyn "Lina" Tanner, Esq.
ltanner@nevadacopper.com

Re: Nevada Copper Inc.; Chapter 11 Bankruptcy Local Counsel Engagement

Dear Carolyn "Lina" Tanner:

We are pleased that Nevada Copper Inc. ("Client") has decided to engage McDonald Carano LLP ("the Firm") to represent Client with respect to its potential Chapter 11 Bankruptcy filing, pre-bankruptcy planning, and potential out of court workout, described below. Experience has shown the attorney client relationship works best when there is a formal, mutual understanding about fees, payment terms and the scope of services to be provided. This letter ("Agreement") constitutes the agreement relating to the services our firm has agreed to provide. The terms and conditions of our engagement are as follows:

I. Scope of Engagement

The scope of the Firm's engagement (the "Engagement") involves representing Client in pre-bankruptcy and/or out of court workout strategies and planning and/or preparation and filing of a potential Chapter 11 Bankruptcy. The Firm will act as local Nevada co-counsel to lead counsel from New York, Shearman & Sterling along with other advisors and professionals including Tory's out of Canada. The services to be provided by the Firm in connection with the Engagement will encompass all services normally and reasonably associated with this type of Engagement that the Firm is requested and able to provide and that are consistent with its ethical obligations.

II. Personnel

I will be principally responsible for and actively involved in the Engagement. In addition, I anticipate that additional lawyers or paralegals may be involved as needed. Whenever appropriate and consistent with the proper representation of our clients, we use paralegals, investigators, junior attorneys and staff members in order to minimize the impact of the hourly rates of more senior attorneys. We believe the utilization of junior attorneys, paralegals or staff members, in consultation with and under supervision of more experienced attorneys in the firm as appropriate, enables us to maintain economically and efficiently the high quality of our legal representation, while permitting us both to avoid sacrificing the quality of our work for lower fees

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Nevada Copper Inc.
April 23, 2024
Page 2

and to avoid assigning senior attorneys to tasks which can be performed proficiently by junior attorneys, paralegals or staff members.

III. Fees and Expenses

Services will be rendered at our standard hourly rates for attorneys and other personnel (such as paralegals and assistants) applicable at the time services are rendered. The time charges will be for all time actually expended. In addition to charges for legal services, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services. The rates for our services and other charges are set forth in the attached Schedule of Terms and Conditions. We generally review our hourly rates annually and, if appropriate, adjust them effective January, to reflect increases in seniority, experience and other relevant factors. While we may estimate fees to assist Client in planning, such estimates are subject to change and are not binding unless otherwise expressly stating in writing.

For this Engagement, we will require an initial retainer in the amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000). The retainer shall be a deposit for payment of a portion of the legal fees and costs to be incurred and will be held in our trust account until the filing of Chapter 11 is imminent, at which time we will draw down on the retainer for payment of our legal services up and to the filing of the petition, and the balance (if any) of the retainer will be held in our client trust account. We are required to seek employment by the United States Bankruptcy Court, as well as approval of our payment of fees and expenses post-petition. Client agrees to pay those fees and expenses so long as they are approved by the Bankruptcy Court.

Our firm has always operated on the basis that we will deliver the best possible legal services in a timely fashion and at a reasonable price; in return, we request that upon receipt of our statements, Client reviews the statements at that time to determine if you have any questions or comments regarding them. If so, please call us.

IV. Conflict Waivers and Related Matters

Attorneys owe duties of loyalty and of confidentiality to their clients. It is unavoidable that, from time to time, conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these circumstances, we are required to disclose the conflicts to our clients, former clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed.



Nevada Copper Inc.
April 23, 2024
Page 3

A. Waiver for “Permitted Adverse Representations”

The Firm represents a broad base of clients on a variety of matters. Absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect Client’s ability and the ability of other clients to choose the Firm as its counsel and preclude the Firm from representing Client or other clients in pending or future matters. Given that possibility, and desiring to be fair both to Client and other clients, this letter will confirm our mutual agreement that the Firm may represent other present or future clients on matters other than those for which it had been or is then engaged by Client, including litigation, legal or other proceedings or matters so long as such representation: (1) is not prohibited by law; (2) is not adverse to Client or any affiliate; or (3) does not involve claims against Client in the same litigation or proceeding as the Engagement. To the extent that the Firm wishes to engage in representation of a present or future client on a basis adverse to Client or any affiliate, or that involves claims against Client in the same litigation or proceeding as the Engagement, the Firm shall not engage in such adverse representation unless Client has executed and returned a written conflicts waiver (referred to as “Permitted Adverse Representation”). Client agrees that they will not assert the Firm’s representation of Client as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agree that any Permitted Adverse Representation does not constitute a breach of duty.

B. Affiliates and Related Parties

The Firm is only representing the Client named in this engagement letter and not the Client’s relatives, affiliates, subsidiaries, partners, joint ventures, employees, directors, officers, shareholders, members, owners, legal counsel, agencies, departments, or divisions. Accordingly, the Firm may be adverse to these related parties or their legal interests, unless precluded by reason of the Nevada Rules of Professional Conduct. We anticipate, however, that in the course of our representation of the Client in this Engagement we may provide information or advice to Client’s directors, officers, advisors, professionals or employees in their corporate capacities, in furtherance of the scope of representation set forth herein.

V. Other Terms

The general terms and conditions of our representation are set forth in the attached schedule of General Terms and Conditions, which are incorporated into this agreement by reference. If this letter is satisfactory, please confirm your agreement to the terms of this engagement letter and attached schedule by signing this letter and returning it to us. A copy is also provided for your

McDONALD  CARANO

Nevada Copper Inc.
April 23, 2024
Page 4

records. If this letter does not accurately reflect your understanding of the terms of our Agreement, please call me promptly so that we may discuss it further.

We recognize that you have the opportunity to obtain services from other firms, and very much appreciate that you have chosen our Firm. We will endeavor to represent you promptly and efficiently, and look forward to the opportunity of working with you.

Sincerely,

McDONALD CARANO LLP



Ryan J. Works, Esq.

McDONALD  CARANO

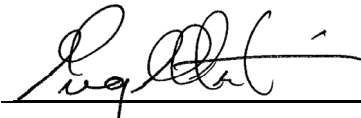
Nevada Copper Inc.
April 23, 2024
Page 5

**CLIENT'S AGREEMENT TO
TERMS AND CONDITIONS OF REPRESENTATION**

I hereby acknowledge that I have had an adequate opportunity to review and understand the above engagement letter and accompanying schedule of terms and conditions and that I am duly authorized by Nevada Copper Inc., as its co-manager, and member, to bind and execute this Agreement on its behalf. I further acknowledge that I have had the opportunity to consult with counsel of my own choosing prior to executing it. Therefore, on behalf of Nevada Copper Inc., I agree to be legally bound by the terms, limitations and conditions, including without limitation the conflict waivers and dispute resolution procedures, set forth therein.

Dated: April 23, 2024.

NEVADA COPPER INC.

By: 
Name: Gregory Martin
Title: CFO

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Engagement. Nevada Copper Inc.; Chapter 11 Bankruptcy

2. Hourly Rates for Personnel.

Partners: Ryan J. Works	\$650.00 per hour
Amanda M. Perach	\$550.00 per hour
Associate: John Fortin	\$425.00 per hour
Paralegal: Brian Grubb	\$300.00 per hour

Partners	\$450.00 to \$700.00 per hour
Associates	\$250.00 to \$350.00 per hour
Paralegals	\$200.00 to \$225.00 per hour
Government Affairs Team	\$225.00 to \$400.00 per hour

3. Billing Increments. We charge for our time in minimum units of 1/10 hours.

4. Costs and Expenses. We will routinely charge Client for costs incurred, which may include, but is not limited to: document management, court reporting services, transcripts, copying, mileage, computerized research and other routine charges incurred in the ordinary course, subject to bankruptcy court approval.

5. Billing Statements. Billing statements will normally be rendered to Clients on a monthly basis. Fees will generally be billed within thirty (30) days following the month in which the services are rendered, and disbursements and other charges will generally be billed within thirty (30) to sixty (60) days after they are incurred by us. Payments will be accepted by cash, check, money order, bank draft, wire transfer and credit card, subject to bankruptcy court approval.

Wire Transfer Instructions:

McDonald Carano LLP Trust Account
Nevada State Bank
1 West Liberty
Reno, NV 89501

Trust Account No. 54201-7994
Routing No. 122400779
Swift Code No. ZFNBUS55

6. IOLTA Participation. The Firm will maintain and safeguard a trust account from which any interest earnings are forwarded to the IOLTA program run by the Nevada Law Foundation. Any interest earned on your trust fund balance will be forwarded to the program.

7. Rates Subject to Change. The rates on this schedule are subject to change on thirty (30) days written notice. If Client declines to pay any increased rates, we reserve the right to withdraw.

8. No Guarantees. We must emphasize that it is impossible to provide any promise or guarantee about the outcome of your representation. Nothing in this Agreement or any statements by our staff or attorneys constitute a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

9. Communication. During the course of our representation, we will endeavor to keep Client fully advised as to the status and progress of this matter and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. We will send copies of all material documents generated in connection with our representation, and I ask that you call the Firm, at any time, should Client wish to discuss the matter, our invoices or bills, or any other aspect of this representation. If, for some reason, I am not available, another attorney in this office will generally be available and familiar with the matter sufficiently to consult with Client as desired. Client agrees that all means of communication are, to some degree, susceptible to misdirection, delay or interception, and E-mail, facsimile transmissions and cellular telephone communications present special risks of inadvertent disclosure. However, in order to maximize speed, efficiency, and convenience of these methods of communication in this matter, Client consents to our use of E-mail, cellular phones, and facsimile transmissions communications in representing Client in this matter.

10. Fees Disputes. Under Nevada law, Client has the right to request arbitration of any fee dispute before a committee selected by the State Bar known as a “fee dispute” committee. By signing this Agreement, and unless otherwise agreed in writing by Client and Firm or unless otherwise decided by a Nevada court of competent jurisdiction on a motion for the award of fees, any dispute about the amount or payment of legal fees or costs in this Engagement shall be submitted for final and binding arbitration before the Fee Dispute Committee of the State Bar of Nevada (“Bar Arbitration”). Such Bar Arbitration shall determine only the issue of the amount of fees and charges properly chargeable to Client, and such Bar Arbitration shall have no effect on any claims for affirmative relief based on alleged professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud or violation of any statute, which such claims shall be solely determined in a binding arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration.

11. Records and File Retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy not to retain records for more than seven (7) years from the date the matter is closed. Upon prior written request, we will return records to Client prior to destruction. As it is not administratively feasible to advise Client of record disposal, we recommend Client maintain its own files for reference. If Client has any questions concerning record retention, please contact us.

12. Client Responsibilities. Client agrees to cooperate with us, to keep us informed of all developments material to the Engagement (especially communication to or from other legal

counsel, material undertakings, and agreements), to communicate and disclose fully all relevant matters relating to our Engagement, to abide by this agreement, and to advise the firm concerning any disputed fee or cost charged in this matter. Our firm will rely upon materials and matters provided and communicated to us by Client, its agents, and other representatives, as well as your representations to us that arise during the course of our representation of Client in this matter. The firm undertakes no obligation or duty of independent inquiry to confirm or verify such representations and matters. It is extremely important that Client provide us with complete and accurate information on a timely basis since our representation, analysis and advice to Client will be based upon such information and could change if factual circumstances are different.

13. Termination. Client has a right at any time to terminate our services and representation upon written notice to the Firm, and we may also terminate our services upon written notice at any time for any reason. Client remains liable for all unpaid charges for services provided and expenses advanced or incurred prior to the date of termination or withdrawal. If Client does not meet its obligation of timely payments or deposits under this engagement letter, we reserve the right to suspend services and/or withdraw from representation on that basis alone, subject to any required judicial, administrative, or other approvals. In the event of termination, Client agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. In addition, our representation will end at the earliest of (a) Client's termination of our representation; (b) our withdrawal or termination; or (c) unless we are engaged to represent Client in other matters, upon substantial completion of our work on the Engagement whether or not we send Client a letter to confirm the termination of our representation. Unless subsequently re-engaged, we undertake no further responsibility to advise Client concerning developments which may impact your matter and the legal representation we provided to Client. From time to time, we may provide Client general topical information concerning recent legal developments as a courtesy. These communications do not create an attorney client relationship nor should it be construed as legal advice or an opinion on specific situations. If Client does not wish to receive future law updates and alerts, please contact the Firm asking to be removed from the mailing list.

14. MERITAS. Our firm is a member of MERITAS ("Meritas") which is a network of over 185 independent commercial law firms located in major cities throughout the world. Meritas members are not engaged in the joint practice of law and do not share fees among themselves. Membership in Meritas gives us, and our clients, access to legal resources in other jurisdictions so that our clients' need for legal services can be handled virtually anywhere our clients conduct business. We will only utilize the services of another Meritas firm in this matter with Client's express knowledge and consent. Further information about Meritas can be obtained at the organization's website at www.meritas.org.

15. Governmental Affairs. In addition to the services already set forth in this engagement letter, the Firm may need to utilize the expertise of our Governmental Affairs Team to advance the objectives of Client's engagement with the Firm. Be advised that prior to requesting assistance from the Governmental Affairs Team Client will be counseled as to why this is necessary and/or

advisable and be given an opportunity to elect their services. The fee for the members of our Governmental Affairs Team is included above and are in addition to fees for legal services.

16. Written Advice Regarding Federal Tax Issues. Whenever we provide Client with written advice concerning the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer property, or the value of property for federal tax purposes, we are subject to stringent requirements imposed by the United States Treasury Department on all tax practitioners, including attorneys. These rules cover much more than formal legal opinions and may apply to any writing relating to any Internal Revenue code matter, including communications via e-mail and fax. If we fail to comply with these rules, we may (under certain circumstances) be suspended or disbarred from practice before the Internal Revenue Service, be publicly censured or fined (to the extent that the Secretary of Treasury promulgates regulations requiring any such fines or penalties). Therefore, if during the course of this engagement, we provide written advice regarding any arrangement the principal purpose of which is the avoidance or evasion of any tax imposed by the Internal Revenue Code, such writing must comply with the rigorous standards of review and disclosure (including enhanced factual and legal due diligence) which are now required by the Treasury Department. If tax avoidance is not the principal purpose of an arrangement but is a significant purpose, our written advice must also adhere to the same rules, unless we include a prominent disclosure stating that the writing was not intended or written by us to be used, and it cannot be used by Client or anyone else for the purpose of avoiding taxpayer penalties. It is for this reason that certain written communications to Client, including emails and faxes, will contain the following disclosure statement: “Any Federal tax advice contained herein is not intended or written to be used, and cannot be used by Client or any other person, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Code. This disclosure is made in accordance with the rules of Treasury Department Circular 230 governing standards of practice before the Internal Revenue Service. Any written statement contained herein relating to any Federal tax transaction or matter may not be used by any person without our express prior written permission to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed herein. No advice contained herein may be relied upon or utilized by any person for any purpose except as expressly and affirmatively stated herein without the prior written consent in each instance of a partner of this firm.”

17. Miscellaneous. This Agreement is governed by Nevada law and sets forth our entire agreement for rendering professional services. It can be amended or modified only in writing. Each party signing this Agreement is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. We are not advising Client with respect to this Agreement because we would have a

conflict of interest in doing so. If Client wishes advice, Client should consult independent counsel of Client's choice.

18. Electronic Discovery Services. Lawsuits today involve the production of all available electronic information relating to the subject matter of the lawsuit, including documents, e-mails, text messages, photographs and other digital materials, commonly referred to as Electronically Stored Information ("ESI"), stored on servers, desktop computers, laptop computers, tablets and smart phones. Both Clients and the opposing party will be required to produce all ESI as part of the discovery process. The production of ESI involves the collection, processing, review, analysis and production of all ESI relevant to the litigation, which can amount to thousands of documents. Many third-party vendors provide E-Discovery services to law firms and their clients. The Firm also provides E-Discovery services to its clients through our eDiscovery section, within our IT Department. Whether provided by the Firm or an outside provider, The Firm utilizes E-Discovery technology for keyword searching, deduplication and email threading to locate responsive and privileged documents in a more cost efficient and accelerated manner. Handling E-Discovery through the Firm can result in substantial savings to Clients. The fees charged by the Firm are set forth on the term sheet attached hereto as **Exhibit "A"**. If and when it becomes necessary to utilize E-Discovery services, the responsible Firm attorney handling your case will discuss this with you. If Clients elect to use the Firm, a separate service agreement will be required to be executed by Clients with the Firm to define the scope of the services and the cost of such services. In addition to the attorney's fees charged by the Firm, Clients will be responsible for all costs and expenses relating to E-Discovery, whether provided by the Firm or an outside provider.

Exhibit A**McDonald Carano E-Discovery
Schedule of Costs**

E-Discovery Service	Unit	Price
PROCESSING		
ESI (Electronically Stored Information) Processing (includes uncompressing, metadata extraction, OCR, image generation, deduplication, indexing, and analytics)	Per GB*	\$100
STORAGE		
Monthly hosting (no charge for cases under 5 GB)	Per GB per month	\$0
Monthly hosting (for cases from 5–99 GB)	Per GB per month	\$15
Monthly hosting (for cases from 100–499 GB)	Per GB per month	\$12
Monthly hosting (for cases larger than 500 GB)	Per GB per month	\$10
PRODUCTIONS		
TIFF or PDF export (includes redactions and endorsements)	Per GB*	\$250
Optical media, flash drives, FTP upload	Per item	\$0
External hard drive (for productions larger than 32 GB)	Per item	\$75

*1 GB minimum per project

Exhibit 2

Ryan J. Works



Ryan J. Works, Partner

rworks@mcdonaldcarano.com

D: 702.257.4507; O: 702.873.4100

Areas of Practice

Bankruptcy, Insolvency & Financial Restructuring
Commercial & Complex Litigation

Bar Admissions

Nevada

Education

- J.D., University of Nevada, Las Vegas, William S. Boyd School of Law, 2004
- B.A., Criminal Justice, University of Nevada, Reno, 2001

Ryan Works is Chair of the Bankruptcy, Insolvency & Financial Restructuring Group, working primarily in the areas of corporate bankruptcy and insolvency and business litigation.

Mr. Works regularly represents creditors and debtors both in and out of bankruptcy, under Chapter 11 and 7 of the Bankruptcy Code. His experience includes representing businesses in the mining, retail, restaurant, transportation, technology, hotel, entertainment, real estate, and service industries. Mr. Works has represented the debtor in possession and successfully restructured several businesses. He has represented secured lenders, landlords, tenants, health care ombudsman, buyers, sellers, and other parties in interest. Mr. Works has significant experience prosecuting and defending avoidance actions, adversary cases, and related litigation and has handled various fraud cases and non-discharge matters on behalf of his clients.

In addition to his bankruptcy practice, Mr. Works is a member of the litigation department, with a focus on construction law, mechanics' lien litigation, real estate law, commercial financing disputes under the Uniform Commercial Code, partnership disputes, corporate governance matters, and general defense of local and national clients in federal and state courts.

Representative Engagements

- *In re Nevada Copper*: Represent Nevada Copper Corp. and subsidiaries in voluntary Chapter 11 petition
- *In re RKJ Hotel Management, LLC* – Represented Creditor RSS WFCM2020-C55 MI RHM, LLC.
- *In re Cool Concepts, Inc.* – Represented Debtor
- *In re Miomni Gaming Ltd.* – Represent SBC Nevada, LLC; appointed Successor in Interest to the Estate Claim and filed adversary proceeding *SBC Nevada, LLC v. Miomni Sports Ltd.*
- *In re Fresh Mix LLC* – Represented creditor EITE Recovery, LLC
- *In re Superior Emergency Room Physicians PLLC*: confirmed Subchapter V Plan of Reorganization with full creditor support
- *In re Cash Cloud/Coin Cloud*: Representing the Unsecured Creditors Committee

Ryan J. Works



- *In re Real Water*: Representing personal injury claimants
- *In re Las Vegas Monorail II*: Represented Las Vegas Convention and Visitors Authority in the acquisition of the Las Vegas Monorail under Section 363 of the Bankruptcy Code.
- *In re Lucky Dragon*: Represented EB5 Investors.
- *In re CM Ebar, LLC*: Successfully confirmed Chapter 11 plan, restructuring and selling assets of National restaurant chain – Elephant Bar
- *In re PrimeCare*: Represented the patient care ombudsman in a successful Chapter 11 confirmation of a rural hospital in Tonopah, Nevada.
- *In re Comm Partners Holding Corporation*: Represented a buyer in a 363 sale of hosted services assets.
- *In re Lake Las Vegas Joint Venture et. al.*: Represented an official committee of unsecured creditors in a Chapter 11 case regarding restructuring of the Lake Las Vegas subdivision.
- *In re TEM Enterprises dba Xtra Airways*: Represented the debtor in possession and confirmed a Chapter 11 plan of reorganization that would restructure the airline corporation with \$3 million in new value to the creditors.
- *In re Alphatrade.com*: Confirmed a Chapter 11 liquidation plan of an international stock data firm, representing the debtor in possession, and successfully defeated a motion to convert the case to Chapter 7 at trial.
- *In re West Charleston Lofts, LLC*: Represented the debtor in possession in the successful reorganization of a \$4 million credit facility collateralized by several luxury loft units in Summerlin, Las Vegas.
- *In re Asset Resolution*: Represented a buyer in a 363 sale of an apartment tower complex in Houston, TX, valued at more than \$20 million, and represented bonafide purchasers in adversary litigation for the avoidance and recovery of an alleged fraudulent transfer.
- *In re Whitton Corporation*: Represented a secured creditor and confirmed a Chapter 11 restructure of approximately \$100 million in commercial real estate-backed debt.
- See also: ESSEX Real Estate Partners, Cool Concepts, Glyeco West Virginia, Desert Capitol REIT; Ameri-Dream Realty; Ebenezer Church of Christ; Data Con Systems; South Procyon, LLC; Greenland Supermarket Inc.; Nevada Cancer Institute; Murder Inc.; Nora’s Wine Bar and Osteria; Integrated Financial Associates; Carefree Willows, LLC (residents’ committee).

Awards and Recognition

- *Martindale-Hubbell* – AV Preeminent Peer Review Rating (since 2012)
- *The Best Lawyers in America* – Bankruptcy and Creditor Debtor Rights/Insolvency and Reorganization Law (2020-2024), Bankruptcy Litigation (2023-2024), Commercial Litigation (2019-2024)
- *Vegas Inc.* – “Top Lawyers” in Bankruptcy Law (2022-2024)
- *Nevada Business Magazine* – “Top Rank Attorneys” (2013-2024)
- *Nevada Business Magazine* – “Best Up & Coming Attorneys” (2009-2012)
- *Mountain States Super Lawyers* – “Super Lawyers” (2013-2024), “Rising Stars” (2011-2012)

Ryan J. Works



Professional Affiliations and Community Engagement

- Member, McDonald Carano Executive Committee
- Member, Board of Governors, State Bar of Nevada, 2015-2018
- Chairman, Nevada State Bar Young Lawyers Section, 2009-2010
- Leadership Las Vegas, Class of 2009
- Member, American Bar Association, Business Law Section, Bankruptcy Committee, Chair of the Small Business Subcommittee
- Member, Las Vegas Founders, 2006-2009
- Member, First Tee of Southern Nevada, 2011-2014

Recent Presentations and Publications

- Quoted: “Prominent Nevada law firm looks back on 75 years of operations,” *Las Vegas Review-Journal*, June 9, 2024
- Presenter: “The Advantages and Challenges of Trust Planning when the Unexpected Bankruptcy Happens (sessions I and II),” Nevada Trust Conference, Nevada Bankers Association, May 1, 2024
- Interview: “Gauging the Pandemic’s Impact on Bankruptcies: What Has, Hasn’t, and Has Yet to Happen?,” *Las Vegas Weekly*, March 17, 2022

McDonald Carano LLP (www.mcdonaldcarano.com)

Reno Office: 100 West Liberty Street, Tenth Floor, Reno, NV 89501, P: 775.788.2000

Las Vegas Office: 2300 West Sahara Ave., Suite 1200, Las Vegas, NV 89102, P: 702.873.4100

Amanda M. Perach



Amanda M. Perach, Partner

aperach@mcdonaldcarano.com
D: 702.257.4535; F: 702.873.9966

Areas of Practice

Appellate
Commercial & Complex Litigation
Bankruptcy, Insolvency & Financial Restructuring

Bar Admissions

Nevada

Education

- J.D., *magna cum laude*, University of Nevada, Las Vegas William S. Boyd School of Law, 2011 (Dean's List and received six CALI Awards for academic excellence)
- B.A., Provost Honors, Psychology, University of California, San Diego, 2007

Amanda Perach practices in the areas of bankruptcy, commercial litigation, and appellate. Ms. Perach's engagements have ranged across a wide array of industries including manufacturing, real estate, retail and finance.

Her bankruptcy practice covers a wide spectrum of debtors, creditors (including committee representation), and other parties of interest. She also has extensive experience representing creditors in Chapter 7, Chapter 11 and Chapter 13 bankruptcy proceedings and has represented a variety of non-consumer debtors in Chapter 7 and Chapter 11 reorganization proceedings. At the District of Nevada's Federal District Conference on May 11, 2023, Ms. Perach served as a moderator of the Bankruptcy Practice Forum which was an open Q&A panel discussion with judges from the District of Nevada sharing their insights and information on practicing in federal court.

Professional Affiliations

- Member, Clark County Bar Association
- Member, Federal Bar Association, District of Nevada (former President)
- Lawyer Representative, U.S. District Court, District of Nevada (2020-2023)

Representative Matters

- Represented TeamHealth in obtaining a \$62.65 million jury verdict awarded to TeamHealth finding UnitedHealthcare liable for breach of contract, unjust enrichment, and two forms of unfair insurance practices.
- Represented multiple companies, including charter airline company, owner of condominium complex and publicly traded financial data reporting company, in achieving successful reorganization under Chapter 11 of the Bankruptcy Code.

Amanda M. Perach



- Represented various creditors, including financial institutions and landlords, in obtaining relief from the automatic stay, filing proof of claims, and procuring related relief in the bankruptcy forum.
- Defended a publicly traded corporation from securities fraud claims. The case was dismissed with prejudice and the U.S. District Court for the District of Nevada entered judgment in favor of the defendant.

Award and Recognition

- *Top Verdicts & Settlements of the West* “Top 25 Verdicts 2021” – #1 Largest in Nevada, #1 largest in Contract Law in the 13-state West region, and #9 largest in all areas of law in the 13-state West region, ALM/American Lawyer Media’s VerdictSearch (Fremont Emergency Services (Mandavia), et al. vs. UnitedHealth Group, Inc. et al., Dec. 7, 2021)
- *Vegas Inc* – “Top Lawyers” in Appellate (2023)
- *The Best Lawyers in America* – Appellate (2017-2024)
- *The Best Lawyers in America* – Commercial Litigation (2021-2024)
- *Mountain States Super Lawyers* – “Rising Stars” (2016-2024)
- *Nevada Business Magazine* – “Legal Elite/Best Up & Coming Attorneys” (2017)

McDonald Carano LLP (www.mcdonaldcarano.com)

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Las Vegas Office: 2300 West Sahara Ave., #1200, Las Vegas, NV 89102. P: 702.873.4100, F: 702.873.9966

Adrienne Brantley-Lomeli



Adrienne Brantley-Lomeli Of Counsel

abrantley@mcdonaldcarano.com
D: 702. 257.4521; O: 702.873.4100

Areas of Practice

Appellate
Commercial & Complex Litigation
Bankruptcy, Insolvency & Financial Restructuring

Bar Admission

Nevada

Education

- J.D., *summa cum laude*, William S. Boyd School of Law, University of Nevada, Las Vegas, 2017 (CALI Awards in Contracts and International Business Transactions, Dean's List)
- M.A. in Diplomatic and Military Studies, *with honors distinction*, Hawaii Pacific University, Honolulu, 2014; Graduate Certificate in National Security and Strategic Studies, December 2013 (Treasurer for the Association of Diplomacy and Military Studies)
- B.A. in International Affairs, Minor in Chinese Language, University of Arizona, Tucson, 2010 (Study Abroad in Nanjing, China, June 2009-December 2009)

Adrienne Brantley-Lomeli is a litigation attorney at McDonald Carano. Her state and federal court experience focuses on commercial litigation, including commercial finance litigation, bankruptcy matters, and appellate work. Adrienne's bankruptcy practice includes creditors' rights, secured party representation, and representing bankruptcy trustees and state court receivers.

Adrienne has drafted numerous state, federal, and bankruptcy court pleadings, motions, and briefs. She has also drafted opening, answering, and reply appellate briefs. Adrienne's experience includes arguing various motions in state, federal, and bankruptcy court. She has second-chaired a bench trial, conducted numerous prove up hearings, and attended arbitration hearings. Adrienne's background includes serving as a judicial extern for the Honorable Judge Ron Israel of the Eighth Judicial District.

During law school, in addition to receiving CALI Awards in Contracts and International Business Transactions, Adrienne served as President of the Society of Advocates, Articles Editor for the Nevada Law Journal, and Student Attorney for the Family Law Clinic. While obtaining a Master of Arts in Diplomatic and Military Studies, Adrienne served as a Student Fellow for the Asia Pacific Center for Security Studies at the Department of Defense in Honolulu.

Adrienne Brantley-Lomeli



Awards and Recognition

- “Rising Stars” – *Mountain States Super Lawyers* (2022-2024)
- Honor Club – Legal Aid Center of Southern Nevada (2022)
- “20/20 Partners Rising Young Leader Award” – American Bar Association, Business Law Section, Business Bankruptcy Committee (2021)
- 100 Pro Bono Hours Club – Legal Aid Center of Southern Nevada (2018)

Publications and Presentations

- Author, “Red Flags: Deposition Misconduct and Judicial Remedies,” *Communiqué*, May 2024
- Co-Author, “Tip: Maintain a Vision of The Opinion You Hope to Receive,” *Communiqué*, September 2020

Professional Affiliations

- Member, Southern Nevada Association of Women Attorneys
- Member, Defense Research Institute
- Member, American Bar Association
- Member, Clark County Bar Association

McDonald Carano LLP (www.mcdonaldcarano.com)

Reno Office: 100 West Liberty Street, Tenth Floor, Reno, NV 89501 P: 775.788.2000 F: 775.788.2020

Las Vegas Office: 2300 West Sahara Ave., #1200, Las Vegas, NV 89102 P: 702.873.4100 F: 702.873.9966

Brian Grubb



Brian Grubb, Paralegal

bgrubb@mcdonaldcarano.com

D: 702.257.4564; O: 702.873.4100

Areas of Focus

Commercial & Complex Litigation

Bankruptcy, Insolvency & Financial Restructuring

Construction Law & Litigation

Employment & Labor Law

Education

- Paralegal Certificate, University of Nevada, Las Vegas

Brian Grubb joined McDonald Carano in 2010 and has over 20 years of paralegal experience. He is part of the Commercial & Complex Litigation Group of McDonald Carano. He assists in all forms of written discovery, including document disclosures, document management, third-party discovery practices, and finalization of motion papers and their supporting documents. Brian is also experienced in electronic document productions from their initial organization and import through review and final disclosure. He also assists in collection efforts on judgments.

Brian has significant experience in all phases of trial, including detailed preparation, working with Court staff, finalizing trial exhibits, and displaying and drawing attention to those exhibits during trial presentation. He works on litigation matters in state and federal courts and appeals pending in the Nevada Supreme Court and the Ninth Circuit Court of Appeals.

In addition to working with the Commercial & Complex Litigation Group, Brian also supports the Bankruptcy, Construction Law, and Employment & Labor Law Groups.

McDonald Carano LLP (www.mcdonaldcarano.com)

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Las Vegas Office: 2300 West Sahara Ave., Suite 1200, Las Vegas, NV 89102, P: 702.873.4100

Exhibit 3

Exhibit 3 to Works Declaration**List of Interested Parties****Debtors**

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

Ernest (Ernie) Nutter
Evgenij Iorich
Greg French
Greg Martin
Guillaume de Dardel
John Cash
John Nagulendran
Kalidas Madhavpeddi
Kate Southwell
Lucio Genovese
Matthew Anderson
Michael Brown
Michael Hassler
Patrick Gormen
Phillip "Kris" Sims
Raffaele (Lucio) Genovese
Randy Buffington
Rod Redden
Sheldon Vanderkooy
Stephen Gill
Tom Albanese

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

Secured Creditors

Concord Resources Limited
Elliott Investment Management d/b/a
Hyperion
KfW IPEX-Bank GmbH
Manchester Securities Corp.
Mercuria Energy Trading
Mercuria Investments US, Inc.
NIU Invest SE
Pala Investments Limited
TF R&S Canada Ltd.
Triple Flag International Ltd.
Triple Flag Mining Finance Bermuda,
Ltd.
Triple Flag USA Royalties Ltd.
U.S. Bank Trust Company, National
Association
Ziwa Investments Limited

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.
Hartwell Thalacker, Ltd.
Jackson Kelly PLLC
Miller Thomson LLP
Vedder Price

Directors and Officers

Anna Ladd-Kruger
Carolyn "Lina" Tanner
Cassandra Joseph
Clare Devincenzi
Elaine Dorward-King
Elva Gonzalez

Unsecured Creditors

Automatic Welding Inc.
Brake Supply Company Inc
C&B Pumps & Compressors, LLC
Chlumsky, Armbrust & Meyer, LLC
Computershare
Cripps Leadership Advisors Ltd
Desert Ready Mix, LLC

DMI Digital Media Innovations Canada, Inc.
Dorsey & Whitney LLP

Boart Longyear

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|----|--|---|
| 1 | F & H Mine Supply, Inc. | Carwil |
| 2 | First Insurance Funding (a division of Lake Forest Bank & Trust Company) | CGK Consulting Inc. |
| 3 | FLSmith | Cheek Construction LLC |
| 4 | Hugessen Consulting | Deswik USA Inc. |
| 5 | Kimball MidWest | Dusenbury Environmental Services |
| 6 | Kool-IP Solutions Corp. | Evolve Security |
| 7 | Maddox Industrial Transformer, LLC | FKC Lakeshore Inc. |
| 8 | McInnes Cooper | Fort Lowell Consulting |
| 9 | ME Global | Graymar Environmental Service, Inc. |
| 10 | Mercuria Investments US, Inc. | GroundHog Apps |
| 11 | Mill Man Steel, Inc. | Haley & Aldrich |
| 12 | Pala Investments Limited | Haley & Aldrich, Inc. |
| 13 | Partners in Performance USA Inc. | Halo Service Solutions |
| 14 | Prepaid Expense Card Solutions, Inc. | ICM Solutions, LLC |
| 15 | Pricewaterhouse Coopers LLP | Jim Menesini Petroleum |
| 16 | PricewaterhouseCoopers LLP | JW Welding Supplies & Tools |
| 17 | Proactive Investors North American Inc | Konica Minolta Premiere Finance |
| 18 | Rain For Rent | Kool-IP |
| 19 | Southern Tire Mart, LLC | Layne Minerals LLC |
| 20 | Southwest Energy LLC | Major Drilling America Inc. |
| 21 | Thiessen Team USA, Inc. | McGinley & Associates |
| 22 | Tom Albanese | Millcreek Engineering Company |
| 23 | Triple Flag International Ltd. | MyComply |
| 24 | Turnstone Industrial Solutions LLC | Nevada Cement Company Inc. |
| 25 | Union Pacific Railroad Company | Next Level Internet Inc |
| 26 | Wedco Inc. | NOREX Inc. |
| 27 | Workiva Inc. | Pacific Office Automation |
| 28 | Creditor Professionals | Paterson & Cooke |
| 29 | Akin Gump Strauss Hauer & Feld | Platoro Mine Consulting LLC |
| 30 | Bennett Jones LLP | Preffered Networks Inc. |
| 31 | Cleary, Gottlieb, Steen & Hamilton LLP | Quality Scales Unlimited |
| 32 | Davis, Graham & Stubbs LLP | R & M Security |
| 33 | Milbank LLP | Redi Services LLC |
| 34 | Shea Larson PC | RGGS Land & Minerals Ltd. ("RGGS") |
| 35 | White & Case LLP | Robert Half |
| 36 | Depository Banks | Robison Engineering Company Inc. |
| 37 | Bank of Montreal/Banque De Montreal | Rocky Mountain Railcar Repair |
| 38 | BMO Harris Bank | Rough Stock Mining LLC |
| 39 | Contract Counterparties | Sierra Rentals and Transport |
| 40 | Adobe Inc. | Sierra Staffing Group LLC |
| 41 | Allied Sanitation Services | Southwest Energy |
| 42 | Alpesh Surati | SRK Consulting Inc |
| 43 | Arimex Industrial | Steve Newman |
| 44 | Atkinson Construction LLC | Subterranean Boring Inc |
| 45 | Barr Engineering | Teresa Thom |
| 46 | BESTECH Canada Limited | ThermoFisher Scientific |
| 47 | Insurance Providers | Thomas Gallaway Corp d/b/a Technologist |
| 48 | AIG Specialty Insurance Co | Tori Martinez |
| 49 | | Velosio |
| 50 | | Walker River Mechanical Corporation |
| 51 | | Westland Resources |
| 52 | | MD Live |

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| 1 | Allied World Specialty Insurance Company | Nationwide |
| 2 | Apollo Syndicate Management Limited | Navia Benefit Solutions |
| 3 | Aspen Insurance | PayChex |
| 4 | Banyan Risk Services Ltd. | Paylogix f/b/o Nationwide |
| 5 | Beazley | Prudential Insurance Company of America |
| 6 | Berkshire Hathaway Specialty Insurance Company | QUILITY Insurance Services |
| 7 | Canopi/Amlin | Regional Emergency Medical Services Authority (REMSA) |
| 8 | Chubb Insurance Company of Canada | Reliance Standard Life Insurance |
| 9 | CNA Canada | SamCore Inc. |
| 10 | CNA Hardy | Talk Space |
| 11 | Continental Casualty Company | Victor Insurance Managers Inc. |
| 12 | Definity | Virgin Pulse |
| 13 | FastTrack | WorkingAdvantage, an EBG Platform |
| 14 | First Insurance Funding Corp. | WorkSafeBC |
| 15 | First Insurance Funding of Canada | |
| 16 | General Star Indemnity Company | Utility Providers |
| 17 | Great American Insurance Group (GAIG) | Allied Sanitation & Septic Services |
| 18 | Inigo Insurance | Charter Communications |
| 19 | Intact Insurance Company | City of Alhambra Utilities Dept. |
| 20 | International Mining Industry Underwriters (IMIU) | D&S Waste Removal, Inc. |
| 21 | Lloyd's Insurance Company | Frontier Communications Parent, Inc. |
| 22 | LP Insurance Services, LLC | H2O-4-U Potable Water Services, LLC |
| 23 | Markel Canada Limited | NV Energy |
| 24 | Marsh Canada Limited | Rango |
| 25 | Munich Reinsurance America, Inc. | Sky Fiber Internet |
| 26 | QBE Insurance | Southwest Gas Corporation |
| 27 | Redwood Fire and Casualty Insurance Company | Sparkletts & Sierra - Alhambra |
| 28 | Starr Indemnity & Liability Co | Starlink.com |
| | Swiss Reinsurance America Corp | Waste Management of Nevada |
| | The Economical Insurance Group | |
| | Zurich Insurance Company Ltd | Suppliers/Vendors |
| | Benefit Providers | Cashman Equipment Company |
| | ADP Canada Co. Payroll Technologies | Caterpillar Financial SARL |
| | American Specialty Health Incorporated | Dumas Contracting LTD. |
| | (ASH) d/b/a Active&Fit Direct | Epiroc Financial Solutions USA LLC |
| | Berkley Industrial Comp. d/b/a Carolina | Epiroc USA LLC |
| | Casualty Insurance Company | Guy F. Atkinson Construction, LLC |
| | CIGNA | Jennmar Corporation of Utah. Inc. |
| | Colonial Insurance | Jim Menesini Petroleum Products |
| | Ginger | NewField Companies, LLC |
| | Happify | RAM Enterprises |
| | Humana Insurance Co. | Redpath USA Corporation |
| | IMG's Travel Assistance Services | Small Mine Development LLC |
| | iPrevail | Western Nevada Supply |
| | MacLean Financial Group | |
| | | Sureties |
| | | Aon |
| | | Nevada Division of Environmental Protection (Reclamation) |
| | | Sierra Pacific Power Company d/b/a NV Energy |
| | Trisura Insurance Company | |

1 United States Department of the Interior
 2 Bureau of Land Management

3 **Customers**

4 Aurubis AG
 5 Aurubis Bulgaria AD

6 **Royalty Recipients**

7 RGGS Land & Minerals Ltd.
 8 Majuba Mining Ltd.
 9 Renegade Resources Corporation

10 **Equipment Lessors**

11 CAT Financial
 12 CIT Group/Equipment Financing, Inc.
 13 CIT Railcar Funding Company, LLC
 14 Epiroc Financial Solutions
 15 Mine Hoist International Ltd
 16 Normet Americas

17 **Taxing Authorities**

18 Canada Revenue Agency
 19 Internal Revenue Service
 20 Lyon County Treasurer
 21 Mineral County Treasurer
 22 Minister of Finance
 23 Nevada Department of Taxation
 24 Nevada State Treasurer
 25 Storey County Business Licensing
 26 Storey County Treasurer
 27 United States Treasury
 28 Washoe County Treasurer

Temporary Labor/Staffing Agencies

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

Other Lienholders

Amalgamated Mining & Tunnelling Inc.
 AMC USA LLC
 American Assay Laboratories
 American Equipment, Inc.
 Atlas Copco Customer Finance USA LLC
 Barr Engineering Co.
 Boart Longyear Company
 BrandSafway Services LLC

Oak Valley Hospital District

CarWil, LLC
 CIT Bank, N.A.
 Davidson Sales & Engineering, Inc.
 Double Down Heavy Repair LLC
 Durus Industrial, LLC
 Ecofab Maintenance USD Inc
 Expt1 Ltd., A Company Organized
 Under The Laws of The Cayman
 Islands
 GM Financial
 Hoffman Manufacturing Inc.
 Idaho Mine Technicians, LLC
 Jodouin Mine Ventilation LTD
 Kaman Industrial Technologies
 Corporation
 Kelley Freight Brokers
 Komatsu Equipment Co.
 Lhoist North America of Arizona
 Maxim Crane Works LP
 Mine Hoists International LTD
 NFS Leasing, Inc.
 Normet Americas Inc.
 Northern Nevada Equipment
 Paterson & Cooke Canada Inc.
 PDM Steel Service Centers, Inc.
 Peoples United Bank
 Purcell Tire & Rubber Company
 Rema Tip Top/North America Inc
 Respec Company, LLC
 Responsible Mining Solutions
 RGGS Land & Minerals. Ltd., L.P.
 Rubicon Mechanical LLC
 Saia LTL Freight
 Savage Services Corporation
 Somerset Leasing Xxv, LLC
 SunBelt Rentals Inc
 Tech-Flow, LLC
 Techline Services Inc
 TFORCE Freight, Inc.
 Total Quality Logistics, LLC
 WebBank
 Wesco
 Wild West Chevrolet
 Williams Scotsman, Inc.

Environmental/Regulatory

NDEP-BMRR
 NDEP-BWPC
 NevDCNR
 Nevada Department of Wildlife
 State of Nevada - Div. of H2O Resources
 Bureau of Safe Drinking Water
 NDEP - BAPC
 Nevada Mining Association

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|----|---|---|
| 1 | South Lyon Medical Center | Toronto Stock Exchange (TSX) |
| 2 | Walker River Irrigation District | US Department of Treasury - MSHA |
| | Other Governmental Authorities/Agencies | Walker River Irrigation District |
| 3 | Alberta Securities Commission | Region 17 U.S. Trustee and Personnel |
| 4 | British Columbia Securities Commission | Alisa Wongvasinkul |
| 5 | Bureau of Alcohol, Tobacco,
Bureau of Safe Drinking Water (BSDW) | Anabel Abad-Santos |
| 6 | Canada Deposit Insurance Corporation
(CDIC) | Anita Benson |
| 7 | City of Reno | Avis J. Rhinehart |
| 8 | City of Yerington | Bryan Coleman |
| 9 | Department of Homeland Security | Cameron Gulden |
| 10 | Department of Interior - BLM | Carla K. Cordero |
| 11 | Department of Motor Vehicles | Carlos Hernandez-Vivoni |
| 12 | Federal Communications Commission | Cecilia Jimenez |
| 13 | Federal Deposit Insurance Corporation
(FDIC) | Christina Goebelsmann |
| 14 | International Accounting Standards Board | Deanna K Hazelton |
| 15 | International Finance Corporation (IFC) | Edmund Gee |
| 16 | Lyon County Fair and Rodeo | Edward M. McDonald |
| 17 | Lyon County Recorder | Gregory Powell |
| 18 | Mason Valley Fire Protection | Ivy Cones |
| 19 | Mineral County Assessor | Jared A. Day |
| 20 | Mineral County Building Department | Jason Blumberg |
| 21 | Mineral County Recorder | Jay Chien |
| 22 | Nevada Department of Wildlife (NDOW) | Joni Brun |
| 23 | Nevada Division of Environmental Protection
(NDEP) - BAPC | Jorge A. Gaitan |
| 24 | Nevada Division of Environmental Protection
(NDEP) - BMRR | Justin C. Valencia |
| 25 | Nevada Division of Environmental Protection
(NDEP) - BSMM | Katina Umpierre |
| 26 | Nevada Division of Environmental Protection
(NDEP) - BWPC | Keith Swanson |
| 27 | Nevada Mining Association | Kristin McAbee |
| 28 | Nevada Secretary of State | Kristine Kinne |
| | Nevada State Fire Marshall | Lamar Lewis-Sutton |
| | Nevada State Health Division | Laurie Brugger |
| | NevDCNR | Lisa M. Grootendorst |
| | Northern Nevada Development Authority | Michael Fletcher |
| | Oak Valley Hospital District | Michael Mitchell |
| | Office of the United States Attorney for the
District of Nevada | Michelle Forrest |
| | Ontario Securities Commission | Monette Semana |
| | Ontario Superior Court of Justice | Paul Leahy |
| | State of Nevada | Reinhard Freimuth |
| | State of Nevada - Dept of Ag | Shane Bharat |
| | State of Nevada - Div. of H2O Resou | Sue Wolny |
| | System for Electronic Document Analysis and
Retrieval (SEDAR) | Terri Didion |
| | | Tracy Hope Davis |
| | | Trevor Fehr |
| | | District of Nevada Bankruptcy Court
Judges |
| | | August B. Landis |
| | | Gary A. Spraker |
| | | Gregg W. Zive |
| | | Hilary L. Barnes |
| | | Mike K. Nakagawa |
| | | Natalie M. Cox |

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Other Parties in Interest

Aaron Lopez	Crescent Electric
AccuWeather Enterprise Solutions	Cyclone Transport LLC
acquire Technology Solutions	D. Isom Mobile Glass & Isom Crane
Adam King	David Anthony Coelho
Advanced Weighing Systems LLC	De Lage Landen Financial Services, Inc
Agilent Technologies, Inc.	DEA Incorporated
Agru America, Inc.	Desert Engineering
AHern Rentals, Inc.	Dominic Carvelas
Aikenhead Physical Therapy, LLC	Doug Cleland
Alan Rogelio Pineda-Chavez	DSV Air & Sea, Inc.
Aletek LLC	DXP Enterprises, Inc.
Amazon.com	Dynaway
American Drilling Corp LLC	Electrical Reliability Services Inc
American Group, LLC	Elko Wire Rope and Mining Supply
Analytics-Shop USA LP	Empire Southwest
Anthony O. Lopez	Employer Lynx, Inc.
Anthony T. Reviglio	Environmental Express, Inc
Aon Reed Stenhouse Inc.	Eric C. Scott
Applied Industrial Technologies, Inc.	Evolve Security, LLC
ARC WorkPlace Services	Examinetics Inc
Associated Pension Consultants, LLC	Farmer Brothers
Atlas Electric Inc	Fastenal Company
Audiology Consulting and Training	Federal Express
Azteca Consulting, LLC	FedEx Freight
Bentley Systems, Inc	Ferguson Enterprises, Inc.
Berkley Industrial Comp.	FKC Lake Shore
Berkshire Hathaway Homestate Insurance Co	Flanders Electric Motor Service LLC
Big Iron Rents and Sales, Inc	Flo Components Ltd
Bittersweet NC LLC	Flo-Line Technology, Inc.
Brenner-Fiedler & Associates, Inc	Forestry Supplies, Inc.
Brian Groom	Fritz-Pak Corporation
Bryce Roe	G.L. Tiley & Associates LTD.
BTE West	G2 Archaeology
Burt Process Equipment, Inc.	Geologic Associates, Inc.
C.C. Jensen, Inc.	GIOMI, INC.
C.H. Spencer & Company	Globe 24-7 Inc
Call & Nicholas, Inc.	Grainger
Capurro Trucking	Grand Sierra Resort
CDW Direct LLC	Graphic Products, Inc
Centennial Equipment Co., Inc.	Greenfield Project Development Services LLC
CGK Consulting Group, Inc	Hard Rok Equipment, Inc.
CGS, Inc.	Hard-Line USA, Inc.
Chuck Pollard	Hartwell Thalacker LTD
Cisco Air Systems	Hatch LTD
Codale Electric Supply, Inc.	Hawthorne Recycling Metals Co
Coeur Products LTD INC	Haynsworth Sinkler Boyd, PA
Colton Honnold	H-E Parts International Mining
Compressor-Pump & Services, Inc.	Herc Rentals Inc
Comstock Seed	Hexagon Mining Inc.
CraneTech, Inc.	High Grade Controls Corporation
	Hitachi Solutions Canada, Ltd.
	HosePower USA

1	Industrial Automation Services, Inc.	Office Depot
2	Ingeteam Inc	OSECOELFAB
3	Insight Direct USA, Inc.	Pac Machine Company, Inc.
4	International Casting & Supplies	Paessler AG
5	J.W. Welding Supplies and Tools	Pashman Stein Walder Hayden, P.C.
6	Jack R. Cline	PetroSolutions LLC
7	Jackson Kelly PLLC	PEX - Prepaid
8	JBA Works, Inc.	Plastiques G Plus Inc
9	Jeff N. Faillers, P.C.	Postmaster
10	Jennifer L. Light	Praneeth Gali
11	Jentech Drilling Supply Inc	Print N' Copy Center (PNCC)
12	Jeremy B. Croft	Priority 1 Alert, Inc.
13	Jose L. Arredondo Vizcaya	Progressive Insurance
14	JP Mine Rescue Consultant, LLC	Qal-Tek Associates LLC
15	Kahl Commercial Interiors	Radiation Detection Company
16	Kappes, Cassidy & Associates	Ramiro Guerrero
17	Kasandra C. Fimbres	Raul D. Elenes
18	Kenton Hoshino	Redi Services, LLC
19	Kimball Rentals LLC	Renaissance Reno Downtown Hotel
20	Korin Carpenter	RespSafety
21	Kyle Bryce	Rick Hemsworth
22	Kyle White	Rock Solid Training and Solutions
23	L.N. Curtis & Sons	Rock-Tech
24	L/P Insurance Services, LLC	RPM Expedite Nevada, LLC
25	Lahontan Paramedical	Ryan McCalden
26	LBR Enterprises, LLC d/b/a Copper Village	Safetyculture PTY LTD
27	Legend, Inc.	SAMG Occupational Medicine
28	Luis A. Ramirez	Sangoma US
	M. Dusenbury Envi. Services, Inc.	Senergy Petroleum
	Marsh USA LLC	Shoebox Ltd.
	Mason Valley Fire Protection Distri	Shred-It USA LLC
	McGinley & Associates, Inc.	Sierra Corporate Services
	McLanahan Corporation	Sierra Electronics
	McMaster-Carr	Sierra Rental and Transport Co.Inc
	Mike Probst	Sign City
	Miller Sales & Engineering, Inc.	Silver State Analytical Labs
	MineARC Systems America, LLC	Silver State Fire LLC
	Minova USA Inc	Silver State Wire Rope & Rigging
	Moly-Cop USA LLC	Smith Power Products, Inc.
	Motion Industries, Inc.	SNF Inc.
	MSC Industrial Supply	Sonoma Health & Safety Center
	myComply US Inc.	Sonsray Machinery, LLC
	Nevada Cement Co.	Source Too Machine, Inc.
	NevCan Inc.	Staples Contract & Commercial LLC
	New Pig Corporation	State Fire DC Specialties, LLC
	NISS	Sticks & Stones
	Noe Leanos Garcia	Summit Engineering Corporation
	Norco, Inc.	Super Tek X Automation, Inc.
	Nordic Minesteel Technologies Inc	Synergy Controls Corporation
	Northern Nevada Rebar, INC.	The Cart Barn
	Northern Tool	Tony Cerasia
	Occupational Health Centers of the	Tony Hendrick
		ULINE, Inc.

- 1 United Central Industrial Supply Co
- 2 United Rentals (North America)
- 3 United Site Services of Nevada Inc
- 4 UPS
- 5 UPS Freight - Dallas
- 6 Vanessa Quesada
- 7 Vector Solutions
- 8 Verve Cloud, Inc.
- 9 Virginia Ibarra
- 10 VLCM
- 11 Walker River Mechanical Corp
- 12 Wayne D. Felzien
- 13 Weetah W. Kennison
- 14 Weir Minerals North American
- 15 Weld-Pro Solutions LLC
- 16 Wells Fargo Vendor Financial Services LLC
- 17 Western States Automation, LLC
- 18 Whistleblower Security
- 19 WiFiber LLC
- 20 William H. Collins
- 21 Wood Canada Limited
- 22 Worley Canada Services Ltd.
- 23 Yerington Auto Parts
- 24 Yerington Family Vison Center
- 25 Yerington Inn
- 26 Zoro Tools, Inc

Unsecured Noteholders
Hannam Investments

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Exhibit 4

Exhibit 4 to Works Declaration**Current¹ and Former Client Connections**

Party in Interest	Connection to Debtors²	Connection to the Firm
Southwest Gas Corporation	Utility Provider	Former Firm Client
Great American Insurance Co.	Insurance Provider	Former Firm Client
The Prudential Insurance Company	Insurance Provider	Former Firm Client
Graymar Environmental Service, Inc.	Contract Counterparty	Former Firm Client
Komatsu Financial L.P.	Other Lienholders	Affiliate of Firm Client
Komatsu American Corp.	Other Lienholders	Affiliate of Former Firm Client
City of Reno	Other Governmental Agencies	Firm Client
Walker River Irrigation District	Other Governmental Agencies	Former Firm Client
Capurro Trucking	Others/Case Specific	Firm Client
PDM Steel Service Centers, Inc.	Other Lienholders	Former Firm Client
Grand Sierra Resort	Others/Case Specific	Affiliate of Former Firm Client
Ahern Rentals, Inc.	Others/Case Specific	Former Firm Client
Berkshire Hathaway Specialty Insurance Company	Insurance Provider	Firm Client
Wesco Group	Other Lienholders	Firm Client
Komatsu Equipment Co.	Other Lienholders	Former Firm Client
Amazon.com, Inc.	Others/Case Specific	Firm Client
Berkinshire Homesestate Insurance Co.	Others/Case Specific	Firm Client
Office Depot, LLC	Others/Case Specific	Firm Client
Summit Engineering Corporation	Others/Case Specific	Former Firm Client
United Rentals (North America)	Others/Case Specific	Affiliate of Former Firm Clients

¹ McDonald Carano does not represent the current clients identified herein in any matters or interests that are connected to or adverse to the Debtors' estates.

² This is based upon the parties-in-interest list attached as Exhibit 3 above.

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Party in Interest	Connection to Debtors ²	Connection to the Firm
Manpower Temporary Services, Inc.	Temporary Labor/Staffing Agencies	Former Firm Client
Union Pacific Railroad Company	Unsecured Creditor	Former Firm Client
FDIC	Government	Former Firm Client
REMSA	Benefit Provider	Firm Client
LP Insurance Services	Insurance Provider	Firm Client

Exhibit 5

Exhibit 5 to Works Declaration

Billing and Payment History of the Debtor Ninety Days Prior to Petition Date	Type of Transaction	Client/Matter Number	Invoice Date	Invoice Amount	Transfer Date	Amount Received / Applied
Payment		19642-8	04/25/2024	\$925.00	05/13/2024	(\$925.00)
Retainer		19642-13		\$50,000.00	04/26/2024	\$50,000.00
Retainer		19642-13		\$25,000.00	05/13/2024	\$25,000.00
Retainer		19642-13		\$25,000.00	5/28/2024	\$25,000.00
Payment		19642-13	05/17/2024	\$5,590.00	06/07/2024	(\$5,590.00)
Applied Credit		19642-13	06/07/2024	\$33,865.00	06/07/2024	(\$33,865.00)
Retainer as of 6/10/2024						\$60,545.00

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Exhibit 5 to Works Declaration

Billing and Payment History of the Debtor Ninety Days Prior to Petition Date	Type of Transaction	Client/Matter Number	Invoice Date	Invoice Amount	Transfer Date	Amount Received / Applied
Payment		19642-8	04/25/2024	\$925.00	05/13/2024	(\$925.00)
Retainer		19642-13		\$50,000.00	04/26/2024	\$50,000.00
Retainer		19642-13		\$25,000.00	05/13/2024	\$25,000.00
Retainer		19642-13		\$25,000.00	5/28/2024	\$25,000.00
Payment		19642-13	05/17/2024	\$5,590.00	06/07/2024	(\$5,590.00)
Applied Credit		19642-13	06/07/2024	\$33,865.00	06/07/2024	(\$33,865.00)
Retainer as of 6/10/2024						\$60,545.00

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