



This is the 6<sup>th</sup> affidavit  
of Krystal Shayler in this case  
and was made on 15 /May/2017

No. S-159677  
Vancouver Registry

In the Supreme Court of British Columbia

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF CANYON RESOURCES CORPORATION, CR BRIGGS CORPORATION,  
CR MONTANA CORPORATION, CR KENDALL CORPORATION, ATNA RESOURCES LTD.  
AND HORIZON WYOMING URANIUM, INC.

AND

ATNA RESOURCES INC.


PETITIONER

**AFFIDAVIT**

I, KRYSTAL SHAYLER, legal assistant, of 1800 – 510 West Georgia Street, Vancouver, British Columbia, AFFIRM THAT:

1. I am a legal assistant employed by Norton Rose Fulbright Canada LLP, solicitors of record for Atna Resources Inc. ("Atna US"), in its capacity as the foreign representative (the "**Foreign Representative**") of Atna US, Canyon Resources Corporation ("Canyon"), CR Briggs Corporation ("CR Briggs"), CR Montana Corporation ("CR Montana"), CR Kendall Corporation ("CR Kendall"), Atna Resources Ltd. ("Atna") and Horizon Wyoming Uranium, Inc. ("Horizon") (collectively, the "**Debtors**"), pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be based on information and belief, and where so stated, I verily believe them to be true.

2. Now attached and marked as **Exhibit "A"** to this my Affidavit is a certified copy of the Order made in the United States Bankruptcy Court for the District of Colorado confirming the Debtors' Joint Chapter 11 Plan of Liquidation, dated November 30, 2016.

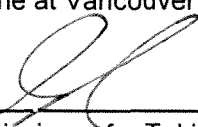
SWORN (OR AFFIRMED) BEFORE ME )  
at Vancouver, British Columbia, on )  
15 /May/ 2017, )  
 )  
\_\_\_\_\_)  
A Commissioner for taking )  
Affidavits for British Columbia )

  
\_\_\_\_\_)  
KRYSTAL SHAYLER

**SCOTT BOUCHER**  
*BARRISTER & SOLICITOR*  
NORTON ROSE FULBRIGHT CANADA LLP  
SUITE 1800 - 510 WEST GEORGIA STREET  
VANCOUVER, B.C. V6B 0M3  
(604) 641-4920

This Exhibit "A" referred to in the Affidavit #6 of  
Krystal Shayler.

Sworn before me at Vancouver this 15 day of  
May, 2017.



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A Commissioner for Taking Affidavits  
for British Columbia

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

-----	X	
In re:	:	Case No. 15-22848 JGR
	:	
Atna Resources Inc., et al. <sup>1</sup>	:	Chapter 11
	:	
	:	Jointly Administered Under
Debtors.	:	Case No. 15-22848
	:	
-----	X	

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER UNDER SECTION 1129  
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3020  
CONFIRMING DEBTORS' JOINT CHAPTER 11 PLAN OF LIQUIDATION

RECITALS

I. On September 14, 2016, the Debtors filed the first version of the *Joint Chapter 11 Plan of Liquidation* [Docket Nos. 621, 674 and 701] (together with all exhibits and as further amended, modified, and supplemented, the “Plan”) and the *Disclosure Statement for Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* [Docket Nos. 622, 675 and 701] (and as further amended, modified, and supplemented, the “Disclosure Statement”).

II. On October 19, 2016, the Bankruptcy Court entered an Order [Docket No. 680] (the “Disclosure Statement Order”)<sup>2</sup> (a) approving the Disclosure Statement; (b) scheduling a hearing (the “Confirmation Hearing”) on confirmation of the Plan for November 29, 2016; (c) approving the form and manner of notice of the Confirmation Hearing (the “Confirmation Hearing Notice”); and (d) establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan, including, among other things, approval of (i) the form of ballots for

<sup>1</sup> The debtors and debtors in possession and their respective case numbers are: Atna Resources Inc. (15-22848); Canyon Resources Corporation (15-22849); CR Briggs Corporation (15-22850); CR Montana Corporation (15-22851); CR Kendall Corporation (15-22852); Atna Resources Ltd. (15-22853); Horizon Wyoming Uranium, Inc. (15-22854).

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan, the Disclosure Statement or the Disclosure Statement Order, as applicable.

I hereby attest and certify on 3/31/2017  
that the foregoing/amixed document(s) herein  
is/are a full, true and correct copy of the  
original on file in my office and in my  
legal custody.

Clerk, U.S. Bankruptcy Court  
District of Colorado  
By \_\_\_\_\_  
Deputy Clerk

submitting votes on the Plan, (ii) the deadline for submission of such ballots, and (iii) the proposed solicitation packages to be distributed to creditors for solicitation of votes on the Plan.

III. The following classes under the Plan are impaired and are designated to vote to accept or reject the Plan: Class 4 (General Unsecured Claims Against Atna Resources Ltd.), Class 5 (General Unsecured Claims Against Canyon Resources Corporation), Class 6 (General Unsecured Claims Against CR Briggs Corporation), Class 7 (General Unsecured Claims Against CR Montana Corporation), Class 8 (General Unsecured Claims Against CR Kendall Corporation), and Class 9 (General Unsecured Claims Against Atna Resources Inc.) (collectively, the “**Voting Classes**”).

IV. As required by the Disclosure Statement Order, and as evidenced by affidavits of the Balloting Agent filed with the Bankruptcy Court on October 26, 2016, November 3, 2016, and November 8, 2016 [Docket Nos. 692, 703, 705 and 706], the Balloting Agent timely mailed to holders, as of the Voting Record Date, of claims in the Voting Classes solicitation packages (the “**Solicitation Packages**”) containing copies of: (a) the approved Disclosure Statement, including the Plan; (b) the Confirmation Hearing Notice, which provided written notice of (i) the Bankruptcy Court’s approval of the Disclosure Statement, (ii) the deadline for voting on the Plan, (iii) the date of the Confirmation Hearing, and (iv) the deadline and procedures for filing objections to confirmation of the Plan; and (c) the appropriate Ballot and voting instructions and a prepaid return envelope.

V. As required by the Disclosure Statement Order, the Balloting Agent timely mailed to all holders of Claims that are Unclassified under the Plan, which are Administrative Claims, Professional Claims, and Priority Tax Claims, or included in the Unimpaired Classes (as defined below), which are Class 1 (Priority Non-Tax Claims), Class 2 (Waterton Secured Claims), and

Class 3 (Secured Claims), a copy of the Confirmation Hearing Notice, a copy of the approved Disclosure Statement, including the Plan, and the appropriate Notice of Non-Voting Status.

VI. As required by the Disclosure Statement Order, the Balloting Agent timely mailed to all holders of Equity Interests in Class 10 (Equity Interests), a copy of the Confirmation Hearing Notice and the appropriate Notice of Non-Voting Status.

VII. As required by the Disclosure Statement Order, the Balloting Agent timely mailed a copy of the Confirmation Hearing Notice on all creditors, the U.S. Trustee, and counter-parties to the Debtors' unexpired leases and executory contracts that have not yet been assumed or rejected, if any.

VIII. As required by the Disclosure Statement Order, and as evidenced by certifications of publication filed with the Bankruptcy Court on November 10, 2016 [Docket Nos. 707 and 708], the Debtors caused the Confirmation Hearing Notice to be published in (i) the *Mining Journal* in the issue dated Friday November 4-17, 2016, and (ii) *USA Today* on October 31, 2016.

IX. On November 4, 2016, the Debtors filed the Plan Supplement [Docket No. 704]. The Plan Supplement included, as exhibits thereto, (i) the draft form of the Liquidating Trust Agreement for the Liquidating Trust to be established under the Plan, (ii) the list of Executory Contracts and Unexpired Leases to be Assumed, and (iii) the list of Retained Causes of Action (as may be amended, modified, or supplemented from time to time, collectively, the "**Plan Supplement Exhibits**"). The Plan Supplement Exhibits comply with the terms of the Plan, and the filing and notice of such Plan Supplement Exhibits was good, sufficient and proper and no other or further notice is or shall be required.

X. Pursuant to the Disclosure Statement Order, the voting deadline for the Voting Classes was 5:00 p.m. (prevailing Mountain Time) on November 14, 2016, unless such deadline was extended by the Debtors.

XI. On November 18, 2016, the Balloting Agent filed the *Certification of Upshot Services LLC Regarding Tabulation of Vote In Connection With Debtors' Joint Chapter 11 Plan of Liquidation* [Docket No. 718] attesting to, and certifying the method and results of, the ballot tabulation for the Voting Classes (the “**Voting Report**”). The voting results, as certified in the Voting Report, are reflected in the chart attached hereto as **Exhibit C**.

XII. Pursuant to the Disclosure Statement Order, the deadline to file objections to the Plan was 5:00 p.m. (prevailing Mountain Time) on November 14, 2016, unless such deadline was extended by the Debtors. No objections or other responses to confirmation of the Plan were filed.

XIII. On November 23, 2016, the Debtors filed the *Memorandum of Law in Support of Confirmation of Debtors' Joint Chapter 11 Plan of Liquidation* [Docket No. 725] (the “**Confirmation Memorandum**”).

XIV. The Confirmation Hearing was held by the Bankruptcy Court on November 29, 2016 at 1:30 p.m. (prevailing Mountain Time).

NOW, THEREFORE, based upon the Bankruptcy Court's review of the Plan, the Plan Supplement Exhibits, the Confirmation Memorandum, the Voting Report, and upon all of the evidence proffered or adduced and the arguments of counsel made at or in connection with the Confirmation Hearing, the entire record of these Chapter 11 Cases, and upon all the proceedings heretofore had in these Chapter 11 Cases, and after due deliberation thereon and good and

sufficient cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact and conclusions of law:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. Exclusive Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157, 1334(a), 1408, and 1409). The Bankruptcy Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to the Bankruptcy Court pursuant to Rule 84.1 of the Local Rules of Practice of the United States District Court for the District of Colorado – Civil. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2), and the Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

B. Burden of Proof. The Debtors, as proponents of the Plan, have the burden of proving the elements of section 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Plan. As set forth below, the Debtors have met that burden.

C. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court and/or its duly appointed agent, including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at or in connection with the hearings held before this Bankruptcy Court during these Chapter 11 Cases, including, without limitation, the Confirmation Hearing.



D. Transmittal and Mailing of Materials; Adequate and Sufficient Notice. The Solicitation Packages, the Plan Supplement and the Confirmation Hearing Notice were transmitted and served, and the Confirmation Hearing Notice was published, in compliance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules for United States Bankruptcy Court for the District of Colorado (the “**Local Rules**”), and such transmittal, service, and publication was adequate and sufficient, and no other or further notice is or shall be required. Adequate and sufficient notice, including by publication, of the Confirmation Hearing, the Disclosure Statement Order, and the dates and deadlines provided for in the Disclosure Statement Order was given in compliance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice or publication is or shall be required. All parties in interest in these Chapter 11 Cases had a full and fair opportunity to file objections and responses to confirmation of the Plan and to appear and be heard at the Confirmation Hearing and no other or further notice is or shall be required.

E. Voting Results. As described more fully in the Voting Report and the voting results attached at Exhibit C:

- (i) Class 3 voted to accept the Plan;
- (ii) Class 4 voted to accept the Plan;
- (iii) Class 5 voted to accept the Plan;
- (iv) Class 6 voted to accept the Plan;
- (v) Class 7 voted to accept the Plan;
- (vi) Class 8 voted to accept the Plan; and
- (vii) Class 9 voted to accept the Plan.

F. Plan Compliance with the Applicable Provisions of the Bankruptcy Code

(11 U.S.C. § 1129(a)(1)). As set forth below, the Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

- (i) Proper Classification of Claims and Equity Interests (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to the Administrative Claims, Professional Claims, and Priority Tax Claims, which need not be classified under the Plan, the Plan designates ten (10) Classes of Claims and Equity Interests. The Claims or Equity Interests placed in each Class are substantially similar to other Claims or Equity Interests, as the case may be, in such Class. Valid business, factual, and/or legal reasons exist for separately classifying the various Classes of Claims and Equity Interests created under the Plan, and therefore the Plan does not unfairly discriminate among holders of Claims or Equity Interests. Thus, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.
- (ii) Specification of Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies that Classes 1, 2 and 3 are unimpaired under the Plan (collectively, the “**Unimpaired Classes**”), thereby satisfying section 1123(a)(2) of the Bankruptcy Code.
- (iii) Specification of Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan designates Classes 4 through 10 as impaired under the Plan (collectively, the “**Impaired Classes**”), and specifies the treatment of Claims and Equity Interests in the Impaired Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.
- (iv) Equal Treatment Within Classes (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment for each Claim or Equity Interest in a particular Class unless the holder of a particular Claim or Equity Interest in such Class has agreed to a less favorable treatment of its Claim or Equity Interest, as the case may be, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.
- (v) Implementation of Plan (11 U.S.C. § 1123(a)(5)). In compliance with section 1123(a)(5) of the Bankruptcy Code, Article IV of the Plan and various other provisions of the Plan set forth the means for implementation of the Plan, which means are adequate and proper. All documents necessary to implement the Plan, including, without limitation, those contained in the Plan Supplement and all other relevant and necessary documents, have been developed and negotiated in good faith and at arms’ length and, subject to and upon the occurrence of the Effective Date, shall be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

- (vi) Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). Section 1123(a)(6) of the Bankruptcy Code does not apply to the Plan because the Debtors do not propose to issue any equity securities under the Plan.
- (vii) Selection of Officers and Directors (11 U.S.C. § 1123(a)(7)). Section 1123(a)(7) of the Bankruptcy Code does not apply to the Plan because the Debtors are not selecting any officers and directors under the Plan.
- (viii) Impairment/Unimpairment of Classes of Claim and Equity Interests (11 U.S.C § 1123(b)(1)). Pursuant to Article III of the Plan, Classes 4 through 10 are impaired, and Classes 1, 2 and 3 are unimpaired, as contemplated by section 1123(b)(1) of the Bankruptcy Code.
- (ix) Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). Article VII of the Plan provides for the rejection of all the Executory Contracts and Unexpired Leases of the Debtors, if any, as of the Effective Date, except for any Executory Contract or Unexpired Lease (a) that has previously been assumed, assumed and assigned or rejected by the Debtors as per the Sale Order, any other order previously entered by the Bankruptcy Court or otherwise, or (b) that previously expired or terminated pursuant to its own terms, as contemplated by section 1123(b)(2) of the Bankruptcy Code.
- (x) Settlement/Retention of Claims or Equity Interests (11 U.S.C. § 1123(b)(3)). As permitted by section 1123(b)(3) of the Bankruptcy Code, Article IV.E of the Plan provides that except as otherwise provided therein, the Liquidating Trust Assets, including without limitation the Retained Causes of Action, shall transfer to the Liquidation Trust on the Effective Date. Thereafter, the Liquidation Trust (at the direction of the Liquidating Trustee) may use, acquire and dispose of such property as specifically provided in the Plan and the Liquidating Trust Agreement. Except as specifically provided in the Plan or this Confirmation Order, as of the Effective Date, all property of the Debtors shall be free and clear of any liens, Claims, encumbrances and interests of any kind.
- (xi) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). The exculpations, releases, and injunctions issued pursuant to Article IX of the Plan preserve and enforce the releases granted by the Plan and are narrowly tailored to achieve that purpose. Such provisions, and all other provisions of the Plan, are consistent with section 1123(b)(6) of the Bankruptcy Code, and not inconsistent with the applicable provisions of the Bankruptcy Code.

G. Plan Compliance with Bankruptcy Rules 3016(a), (b), and (c). The Plan is dated and identifies the entities submitting it, thereby satisfying Rule 3016(a) of the Bankruptcy Rules. The filing of the Disclosure Statement with the Bankruptcy Court satisfied Bankruptcy Rule

3016(b). The Plan and the Disclosure Statement set forth in bold text all acts to be enjoined and identify all entities subject to the injunction provided by the Plan in satisfaction of Bankruptcy Rule 3016(c).

H. Debtors' Compliance with the Applicable Provisions of the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically:

- (i) the Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code;
- (ii) the Debtors have complied with the applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court; and
- (iii) the Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order in transmitting the Solicitation Packages and in soliciting and tabulating votes on the Plan.

I. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtors and the Committee participated in good faith in negotiating, at arms' length, the Plan, the Liquidating Trust Agreement and other contracts, instruments, releases, exculpations, agreements, and documents related to or necessary to implement, effectuate, and consummate the Plan. These parties and their respective counsel and advisors also participated in good faith in each of the actions taken to bring about, and in satisfying each of the conditions precedent to, confirmation and consummation of the Plan. The Debtors' good faith is evidenced from the record of the Chapter 11 Cases, including, among other things, the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the testimony presented at, and the record of, the Confirmation Hearing, the formulation of the Plan

and all related pleadings, exhibits, statements, and comments regarding confirmation of the Plan, and other proceedings held in these Chapter 11 Cases. The Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate and honest purpose of effecting a liquidation of the Debtors when no reorganization proved possible during the Chapter 11 Cases.

J. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made by the Debtors for services or for costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

K. Directors, Officers and Insiders (11 U.S.C. § 1129(a)(5)). The Plan is proposed to effectuate a liquidation of the Debtors and no officers or directors are appointed by the Debtors under the Plan. Thus, section 1129(a)(5) of the Bankruptcy Code is not applicable to confirmation of the Plan and these Chapter 11 Cases.

L. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Debtors' business operations are not subject to rate regulation by any governmental regulatory commission; therefore, section 1129(a)(6) of the Bankruptcy Code is not applicable to confirmation of the Plan and these Chapter 11 Cases.

M. Best Interests of Creditors Test (11 U.S.C. § 1129(a)(7)). The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis attached to the Disclosure Statement at Exhibit B, and the other evidence proffered or adduced at or in connection with the Confirmation Hearing in support of the Plan (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that each holder of a Claim or Equity Interest in an Impaired Class either (x) has accepted the Plan or (y) will receive or retain under

the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that it would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

N. Acceptance by the Requisite Classes of Creditors and Equity Interest Holders (11 U.S.C. § 1129(a)(8)). Classes 4 through 9 are the only Impaired Classes entitled to vote on the Plan. As evidenced in the Voting Report, Classes 4 through 9 voted to accept the Plan. No Voting Class voted to reject the Plan. As of the date hereof, there are no holders of Claims that have been temporarily Allowed for voting purposes in any Class. Pursuant to the Plan, the Non-Voting Classes are deemed to accept the Plan. Specifically, Classes 1, 2 and 3 are unimpaired under the Plan and, therefore, are deemed to have accepted the Plan. The Plan provides that holders of Equity Interests in Class 10 will not receive any distribution or retain any property on account of such Equity Interests, and this Class is therefore deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code (the “**Deemed Rejecting Class**”). Thus, section 1129(a)(8) of the Bankruptcy Code has been satisfied with respect to all Classes. In addition, the Plan satisfies the cramdown requirements of section 1129(b) with respect to the only Class which will not receive any Distribution of property under the Plan, Class 10.

O. Treatment of Priority Claims (11 U.S.C. § 1129(a)(9)). The Plan provides for the treatment of Allowed Claims entitled to priority pursuant to section 507(a)(2)-(8) of the Bankruptcy Code in the manner required by section 1129(a)(9) of the Bankruptcy Code. Indeed, the Plan’s treatment of Allowed Administrative Claims, Professional Claims, Priority Tax Claims, Priority Non-Tax Claims, Waterton Secured Claims and Secured Claims satisfies section 1129(a)(9) of the Bankruptcy Code.

P. Acceptance By at Least One Impaired Class (11 U.S.C. § 1129(a)(10)). As evidenced by the Voting Report, Classes 4 through 9, which, in each instance, are Impaired Classes, voted to accept the Plan in requisite numbers and amounts. Because a Class of Claims is impaired under the Plan, at least one Class of Claims that is impaired under the Plan must accept the Plan, determined without including any acceptance of the Plan by any insider. This is the case here, as per the Voting Report, because Classes 6, 7, 8 and 9 are impaired under the Plan and have voted to accept the Plan, without including any acceptance of the Plan by any insider. Consequently, section 1129(a)(10) of the Bankruptcy Code is satisfied.

Q. Feasibility (11 U.S.C. § 1129(a)(11)). The Plan is feasible, as the Debtors have demonstrated, through the financial information provided in their monthly operating reports and evidence proffered or adduced at the Confirmation Hearing, and the Confirmation Memorandum, because there is a high probability the Debtors possess sufficient funds to meet their expectations under the Plan. The Debtors in these Chapter 11 Cases are being liquidated. The evidence proffered or adduced at or in connection with the Confirmation Hearing supports the finding that the Debtors will have sufficient liquidity to meet their obligations arising under the Plan. The Bankruptcy Court finds that the evidence proffered or adduced at or in connection with the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establish that the Plan is feasible and confirmation of the Plan is appropriate because the Debtors possess sufficient funds to meet their expectations under the Plan, thus satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

R. Payment of Certain Fees (11 U.S.C. § 1129(a)(12)). Article XI.B of the Plan provides that all fees payable pursuant to 28 U.S.C. § 1930(a) after the Effective Date, as determined by the Bankruptcy Court at a hearing pursuant to Section 1128 of the Bankruptcy

Code, shall be paid prior to the closing of the Chapter 11 Cases on the earlier of when due or the Effective Date, or as soon thereafter as practicable by the Liquidating Trust. Accordingly, the Plan satisfies section 1129(a)(12) of the Bankruptcy Code.

S. Continuation of Retiree Benefits; Domestic Support Obligations; Unsecured Claims Against Individual Debtors; Transfers by Non-Profit Organizations (11 U.S.C. §§ 1129(a)(13)-(16)). The Debtors do not have any “retiree benefits” programs as such term is defined in section 1114 of the Bankruptcy Code, and none of the Debtors have domestic support obligations, are individuals, or are nonprofit organizations; therefore, sections 1129(a)(13)—(16) of the Bankruptcy Code are not applicable to confirmation of the Plan and these Chapter 11 Cases.

T. Confirmation of Plan Over Non-Acceptance of Certain Impaired Classes (11 U.S.C. § 1129(b)). The classification and treatment of Claims and Equity Interests in the Plan is proper pursuant to section 1122 of the Bankruptcy Code and does not discriminate unfairly pursuant to section 1129(b)(1) of the Bankruptcy Code, notwithstanding that the Deemed Rejecting Class is deemed to reject the Plan. Based on the evidence proffered, adduced, and/or presented at the Confirmation Hearing, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Class, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code, because there is no holder of Claim against or Equity Interest in the Debtors that is junior to a holder in the Deemed Rejecting Class that is receiving or retaining any property under the Plan on account of such junior Claim or Equity Interests, and the holders of Claims against the Debtors that are senior to the Deemed Rejecting Class are receiving distributions, the value of which is less than 100% of the Allowed amount of their Claims.



U. Only One Plan (11 U.S.C. § 1129(c)). Other than the Plan (including previous versions thereof which were subsequently amended), no other plan has been filed in the Chapter 11 Cases. As a result, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

V. Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the requirements of section 5 of the Securities Act, and there has been no filing by any governmental unit asserting any such attempted avoidance, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

W. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

X. Good Faith Solicitation and Participation (11 U.S.C. § 1125(e)). Based upon the record before the Bankruptcy Court, the Debtors, the Committee and their respective attorneys, advisors, and agents have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the Disclosure Statement Order and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules in connection with the solicitation of acceptances of the Plan and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the injunctive and exculpatory provisions set forth in the Plan.

Y. Plan Settlement. As set forth in Article IX.A of the Plan, in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan constitute a good faith compromise of all Claims, Equity Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Equity Interest, or any distribution made on account

of such Allowed Claim or Equity Interest (the “**Plan Settlement**”). The Plan Settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Equity Interests, and is fair, equitable, and reasonable.

Z. Releases by the Debtors. The Debtors’ releases set forth in Article IX.B of the Plan (the “**Debtors Release**”) represent a valid exercise of the Debtors’ business judgment. Pursuing any such claims against the Releasees is not in the best interests of the Debtors and their various constituencies. In addition, the Releasees provided good and valuable consideration in exchange for the Debtors Release, including funding by the Releasees and otherwise facilitating the liquidation of the Debtors and the implementation of the Plan.

AA. Releases of the Releasees by the Debtors are important to the success of the Plan, which embodies the Plan Settlement. The Debtors received value from or on behalf of, and were aided in the Chapter 11 process by, the Releasees. The Releasees played an integral role in the formulation and implementation of the Plan.

BB. Based on the record and the facts and circumstances of the Chapter 11 Cases, the Bankruptcy Court hereby determines that the Debtors Release is: (1) in exchange for good and valuable consideration provided by the Releasees; (2) a good faith settlement and compromise of the Claims released by the Debtors Release; (3) in the best interests of the Debtors and all holders of Claims and Equity Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Debtors’ Estates or the Liquidation Trustee from asserting any Claim or Cause of Action released pursuant to the Debtors Release.

CC. Releases by Holders of Claims and Equity Interests. The circumstances of the Chapter 11 Cases render the releases by holders of Claims and Equity Interests (the “**Third-**

**Party Releases**”) set forth in Article IX.D of the Plan appropriate under the Plan. Under the Plan, the Third-Party Releases are very narrow and only given to (i) the Debtors, (ii) the officers and directors of the Debtors that served in such capacity at any time from and after the Petition Date, (iii) the Committee and its individual members thereof (solely in their capacity as such), and (iv) Waterton and each of their respective Representatives. No party granting a Third-Party Release under the Plan has objected to the Third-Party Releases.

DD. Based upon the record and the facts and circumstances of the Chapter 11 Cases, the Bankruptcy Court hereby determines that the Third-Party Releases are: (1) in exchange for good and valuable consideration provided by the Releasees; (2) a good faith settlement and compromise of the claims released by the holders of Claims and Equity Interests granting the Third-Party Releases pursuant to the terms of the Plan; (3) in the best interests of the Debtors and all holders of Claims and Equity Interests; (4) fair, equitable, reasonable; (5) given and made after notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties granting the Third-Party Releases from asserting any claims released by the Third-Party Releases against any of the Releasees.

EE. Exculpation. The Exculpation provisions set forth in Article IX.C of the Plan are also essential to the Plan. The record in the Chapter 11 Cases fully supports the Exculpation, and the Exculpation is appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

FF. Injunctions. The injunction provisions set forth in Article IX.E of the Plan (the **“Injunctions”**) are essential to the Plan and are necessary to preserve and enforce the Debtors’ discharge provided for herein and in the Plan, the Debtors Release, the Third-Party Releases, and the Exculpation, and are appropriately tailored to achieve that purpose.

GG. The Debtors Release, the Third-Party Releases, the Exculpation, and the Injunctions: (1) are within the jurisdiction of the Bankruptcy Court under 28 U.S.C. §§ 157(b)(1), 157(b)(2), 1334(a), 1334(b), and 1334(d) and the automatic reference of all bankruptcy cases to the Bankruptcy Court pursuant to Rule 84.1 of the Local Rules of Practice of the United States District Court for the District of Colorado – Civil; (2) an essential means of implementing the Plan pursuant to section 1123(b) of the Bankruptcy Code; (3) in exchange for good and valuable consideration provided by the Releasees; (4) a good faith settlement and compromise of the Claims released by the Debtors Release and Third-Party Releases and exculpated by the Exculpation; (5) in the best interests of the Debtors and all holders of Claims and Equity Interests; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) are consistent with sections 105, 363, 1123, and 1129 of the Bankruptcy Code, Bankruptcy Rule 9019, and other applicable law. Based upon the record of the Chapter 11 Cases and the evidence proffered, adduced, and presented at the Confirmation Hearing, the Bankruptcy Court finds that the Debtors Release, the Third-Party Releases, the Exculpation, and the Injunctions are consistent with the Bankruptcy Code and applicable law.

HH. Retention of Jurisdiction. The Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article X of the Plan as provided for therein.

II. Liquidating Trustee. The Committee has, pursuant to the Plan, selected Mr. Kenneth J. Buechler, Esq., as the Liquidating Trustee. Upon the Effective Date, the Liquidating Trustee shall be fully empowered and authorized to act in accordance with the Plan and the Liquidating Trust.

**DECREES**

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, DECREED AND DETERMINED THAT:**

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

2. Confirmation. The Plan, a copy of which is annexed hereto as Exhibit A, is hereby CONFIRMED under and pursuant to section 1129 of the Bankruptcy Code, as set forth herein. The Plan and all terms of the Plan (subject to any further modifications pursuant to the terms of the Plan) and the Plan Supplement Exhibits and each of the provisions thereof are hereby approved. The terms of the Plan, the Plan Supplement Exhibits, and any exhibits thereto are incorporated by reference into, and are an integral part of, this Confirmation Order, and shall be effective and binding as of the Effective Date, without any requirement of further action by any of the Debtors' boards of directors or officers, as applicable, or security holders.

3. Resolution of Confirmation Objections. All holders of Claims and Equity Interests and other parties in interest have had a full and fair opportunity to litigate all issues raised by the Plan and no objections or other responses were filed to the Plan by the objection deadline. Confirmation objections or any other responses and reservation of rights, if any, that with respect to the confirmation of the Plan that were not withdrawn are hereby overruled.

4. Record Closed. The record of the Confirmation Hearing is hereby closed.

5. Provisions of Plan and Confirmation Order Non-severable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent.

6. Plan Classification Controlling. The classification of Claims and Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to, or returned by, the holders of Claims in the Voting Classes (i) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (ii) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes, and (iii) shall not be binding on the Debtors or their Estates. The classification scheme of the Plan and the treatment of all Claims and Equity Interests as provided thereunder are hereby approved.

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

8. Debtor-in-Possession Transactions. All transactions effected by the Debtors during the pendency of the Chapter 11 Cases from the Petition Date up to the Effective Date are hereby approved and ratified.

9. Plan Settlement. Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan Settlement is hereby approved.

10. Vesting of Retained Causes of Action. Any Retained Causes of Action that the Debtors may hold against any Entity shall vest upon the Effective Date in the Liquidating Trust.

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

12. Exemption from Transfer Taxes. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers of property pursuant the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and all appropriate state or local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

13. Cancellation of Existing Securities and Agreements. On the Effective Date, except to the extent otherwise provided herein or in the Plan, all notes, stock, instruments, certificates and other documents evidencing the Equity Interests and the Claims shall be deemed automatically cancelled and shall be of no further force, whether surrendered for cancellation or otherwise, and the obligations of the Debtors thereunder or in any way related thereto, including

any obligation of the Debtors to pay any franchise or similar type taxes on account of such Equity Interests or Claims, shall be discharged.

14. Plan Supplement Exhibits. The forms, terms, and provisions of each of the Plan Supplement Exhibits have been consented to as necessary by the Debtors and the Committee, and are hereby approved. The Plan Supplement Exhibits shall be deemed incorporated into the Plan by reference and are a part of the Plan as if set forth in full therein. On or prior to the Effective Date, but subject to the occurrence of the Effective Date, the Debtors are hereby authorized to execute and deliver the Liquidating Trust Agreement, in substantially the form included in the Plan Supplement, including such changes thereto as are consistent with the Plan, without the need for any further corporate or shareholder action. The Liquidating Trust Agreement, once executed, shall constitute a legal, valid binding and authorized obligation of the respective parties thereto, enforceable in accordance with its terms.

15. Distributions Under the Plan. All distributions under the Plan shall be made in accordance with the Plan and such methods of distribution are hereby approved.

16. Disputed Claims. Article VI of the Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are hereby approved.

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



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

19. Dissolution. As soon as practicable after the Effective Date, the Liquidating Trustee shall: (a) file certificates of dissolution or such similar document, together with all other necessary corporate documents, to effect the dissolution of each of the Debtors under the applicable laws of its state of incorporation or domicile; and (b) complete and file final federal, state and local tax returns for each of the Debtors, and pursuant to Section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws. Following such actions and upon the filing by or on behalf of the Debtors of a certification to that effect with the Bankruptcy Court, the Debtors shall be dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of each of the Debtors or payments, including, without limitation, the payment of any franchise or similar taxes to the state or commonwealth of incorporation or organization of such Entity, to be made in connection therewith. The filing by each Debtor of its certificate of

dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order or rule, including, without limitation, any action by the stockholders or the board of directors of each such Debtor.

20. Executory Contracts and Unexpired Leases. On the Effective Date, except to the extent that the Debtors either previously have assumed, assumed and assigned or rejected an executory contract or unexpired lease by an order of the Bankruptcy Court, including, but not limited to, the Sale Order, or have filed a motion to assume or assume and assign an executory contract or unexpired lease prior to the Effective Date, each executory contract and unexpired lease entered into by the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms will be rejected pursuant to Section 365 of the Bankruptcy Code. Each such contract and lease will be rejected only to the extent that any such contract or lease constitutes an executory contract or unexpired lease. The entry of this Confirmation Order constitutes approval of any such rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. The rejection thereof is in the best interest of the Debtors, their Estates and all parties in interest in the Chapter 11 Cases.

21. Approval of Discharge, Injunctions, Releases, and Exculpation and Limitation of Liability Set Forth In the Plan. In light of all of the circumstances and the record in these Chapter 11 Cases, including, without limitation, the evidence proffered or adduced at or in connection with the Confirmation Hearing and the Confirmation Memorandum, each of the discharge, injunction, release, exculpation and limitation of liability provisions set forth in the Plan, including Article IX of the Plan, are hereby approved as being: (i) within the jurisdiction of the Bankruptcy Court to approve under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (ii) an essential means of implementing the Plan pursuant to section 1123(b) of the Bankruptcy Code;

(iii) in exchange for the good and valuable consideration provided by the Releasees; (iv) a good faith settlement and compromise of the Claims released by the Debtors Release and Third-Party Releases and exculpated by the Exculpation; (v) in the best interests of the Debtors and all holders of Claims and Equity Interests; (vi) fair, equitable, and reasonable; (viii) given and made after due notice and opportunity for hearing; and (ix) consistent with sections 105, 363, 1123, and 1129 of the Bankruptcy Code, Bankruptcy Rule 9019, and all other applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

22. Discharge of Claims and Termination of Equity Interests. Except as otherwise provided for in the Plan and effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) the Plan shall bind all holders of Claims and Equity Interests, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, their successors and assigns, and their assets and properties any other Claims or Equity Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

23. Releases by the Debtors. **Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for the good and valuable consideration**

provided by each of the Releasees, including, without limitation: (a) the satisfaction and elimination of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise; and (b) the services of the Debtors' officers and directors in facilitating the expeditious implementation of the sales of substantially all of the Debtors' assets, each of the Debtors hereby provides a full release, waiver and discharge to the Releasees (and each such Releasee so released shall be deemed released and discharged by the Debtors) and their respective properties from any and all Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date in any way related to the Debtors, including, without limitation, those that any of the Debtors or the Liquidating Trust would have been legally entitled to assert or that any holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for or on behalf of any of the Debtors or Estates and further including those in any way related to the Chapter 11 Cases or the Plan.

24. Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties shall be deemed to have forever released, waived and discharged all causes of action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity

or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date in any way related to the Debtors, the Chapter 11 Cases or the Plan against the Releasees.

25. Exculpation. Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have nor incur any liability to any Entity for any and all Claims and Causes of Action arising on or after the Petition Date, including any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or consummating the Plan, the Disclosure Statement, the Liquidating Trust Agreement, the DIP Facility, or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the Sale or the liquidation of the Debtors; *provided, however,* that the foregoing provisions shall have no effect on the liability of any Exculpated Party that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct; *provided, further,* that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above-referenced documents.

26. Injunction. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, all Parties and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Equity Interest, from (i) commencing or continuing in any manner any action or other proceeding of any kind against any of the Debtors' Estates, the Liquidating Trust, their successors and assigns,

and any of their assets and properties; (ii) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Debtor's Estate, the Liquidating Trust, their successors and assigns, and any of their assets and properties; (iii) creating, perfecting or enforcing any encumbrance of any kind against any Debtor's Estate, the Liquidating Trust, their successors and assigns, and any of their assets and properties; (iv) asserting any right of setoff or subrogation of any kind against any obligation due from any Debtor's Estate, the Liquidating Trust or their successors and assigns, or against any of their assets and properties, except to the extent a right to setoff or subrogation is asserted with respect to a timely filed proof of claim; or (v) commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim or Equity Interest or Cause of Action released or settled hereunder. From and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner against the Debtors, their Estates, their successors and assigns, and any of their assets and properties, any suit, action or other proceeding, on account of or respecting any claim, demand, liability, obligation, debt, right, cause of action, interest or remedy released or to be released pursuant to the Plan or this Confirmation Order.

27. Continuation of the Automatic Stay. Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

28. Bar Date for Administrative Claims. Any holder of an Administrative Claim, must file with the Bankruptcy Court a proof of such Administrative Claim within forty-five (45) calendar days after the Effective Date (the “**Administrative Bar Date**”); *provided* that the following holders shall not be required to file an Administrative Claim by the Administrative Bar Date: (i) a Professional Claim, which is subject the next paragraph, (ii) Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (iii) a Claim entitled to priority under section 503(b)(9) of the Bankruptcy Code (which claims, for the avoidance of doubt, shall remain subject to the Bar Date previously established by the Court for such claims); (iv) an Administrative Claim that has been Allowed on or before the Effective Date; (v) an Administrative Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; and (vi) an Administrative Claim based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim, including for fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court; *provided, however,* that any requests for payment and allowance of an Administrative Claim for severance obligations and post-employment benefits or obligations must be filed as provided for herein by the Administrative Bar Date. Such proof of Administrative Claim must include at a minimum: (i) the name of the applicable Debtor that is purported to be liable for the Administrative Claim and if the Administrative Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (ii) the name of the holder of the Administrative Claim; (iii) the amount of the Administrative Claim; (iv) the basis of the Administrative Claim;

and (v) supporting documentation for the Administrative Claim. **Failure to file and serve such proof of Administrative Claim timely and properly shall result in the Administrative Claim being forever barred and discharged without the need for further action, order or approval of or notice to the Bankruptcy Court.**

29. Professional Claims. All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be filed no later than January 3, 2017 (the “**Professional Claim Bar Date**”). Objections to such Professional Claims, if any, must be filed and served within ten (10) calendar days of the filing and service of such professional’s application. The hearing date with respect to such professional’s application was scheduled by the Bankruptcy Court on February 14, 2017 at 10:00 a.m. (Prevailing Mountain Time). Payment of Professional Claims shall be subject to the provisions set forth in the Plan.

30. Payment of U.S. Trustee Fees. The Debtors shall pay all fees payable pursuant to 28 U.S.C. § 1930(a) as set forth in Article XI.B of the Plan.

31. No Post-Effective Date Amendment to Claims; Late-Filed Claims. From and after the Effective Date, no Claim may be filed to increase or assert additional claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim, on the applicable Debtor’s schedules of assets and liabilities filed in the Chapter 11 Cases) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors unless the claimant has obtained the Bankruptcy Court’s prior approval to file such amended or increased Claim. Any Claims filed after the Bar Date or the Administrative Bar Date, as applicable, shall be deemed disallowed and expunged in their entirety without further



notice to or action, order, or approval of the Bankruptcy Court or any action being required on the part of the Debtors, unless the Person or entity wishing to file such untimely Claim has received Bankruptcy Court authority to do so.

32. Dissolution of Committee. The Committee shall be automatically dissolved on the Effective Date.

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

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

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

36. Reversal. If any of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to written notice of such order by the Debtors. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, all documents relating to the Plan and any amendments or modifications to the foregoing.

37. Retention of Jurisdiction. Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of this Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in, arising under, or related to the Chapter 11 Cases for, among other things, the purposes set forth in Article X of the Plan.

38. Notice of Confirmation and Effective Date and Related Deadlines. On or before three (3) business days after the occurrence of the Effective Date (the “**Notice of Confirmation and Effective Date Service Deadline**”), the Debtors shall mail, or cause to be mailed, to the U.S. Trustee, all parties that, as of the date thereof, have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002, and all of the Debtors’ known potential creditors and the Debtors’ Equity Interest holders a notice, substantially in the form attached hereto as Exhibit B (the “**Notice of Confirmation and Effective Date**”), that informs such parties of (i) the occurrence of the Effective Date, (ii) the occurrence of the various bar dates

established in the Plan and this Confirmation Order, including, without limitation, the Administrative Bar Date, and the Professional Claim Bar Date, and (iii) such other matters as the Debtors deem appropriate; *provided, however*, that such notice need not be given or served under or pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules or this Confirmation Order to any Person to whom the Debtors mailed a Confirmation Hearing Notice but received such notice returned marked “undeliverable as addressed,” “moved-left no forwarding address,” “forwarding order expired, or any similar reason unless prior to the Notice of Confirmation and Effective Date Service Deadline, the Debtors have been informed in writing by such Person of that Person’s new mailing address. The Notice of Confirmation and Effective Date described herein is adequate and appropriate under the particular circumstances of the confirmation of the Plan, the entry of this Confirmation Order, the occurrence of the Effective Date, and the various bar dates established in the Plan and this Confirmation Order, including, without limitation, the Administrative Bar Date and the Professional Claim Bar Date, and no other or further notice is necessary or required pursuant to Bankruptcy Rules 3020(c) and 2002(f) or any other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules.

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

40. Confirmation Order Controlling. The provisions of the Plan and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the

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

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

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

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

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

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



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United States Bankruptcy Judge

Dated: November 30, 2016  
Denver, Colorado

**EXHIBIT A**

**Plan**

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

-----	X	
In re:	:	Case No. 15-22848 JGR
	:	
Atna Resources Inc., et al. <sup>1</sup>	:	Chapter 11
	:	
	:	Jointly Administered Under
Debtors.	:	Case No. 15-22848
	:	
-----	X	

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JOINT CHAPTER 11 PLAN OF LIQUIDATION

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*Counsel for the Debtors and Debtors in Possession*

Dated: October 19, 2016

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<sup>1</sup> The debtors and debtors in possession and their respective case numbers are: Atna Resources Inc. (15-22848); Canyon Resources Corporation (15-22849); CR Briggs Corporation (15-22850); CR Montana Corporation (15-22851); CR Kendall Corporation (15-22852); Atna Resources Ltd. (15-22853); Horizon Wyoming Uranium, Inc. (15-22854).

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**TABLE OF EXHIBITS<sup>2</sup>**

Exhibit I	Liquidating Trust Agreement
Exhibit II	Executory Contracts and Unexpired Leases to be Assumed
Exhibit III	Retained Causes of Action

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<sup>2</sup> All exhibits to this Plan shall be filed in substantially final form with the Bankruptcy Court no later than ten (10) days prior to the deadline to vote to accept or reject the Plan. The exhibits will be available for inspection (i) at the Office of the Clerk of the Bankruptcy Court, (ii) at <http://www.pacer.gov>, (iii) from the Noticing Agent's website at <http://www.upshotservices.com/atna>, or (iv) by contacting the Debtors' counsel after the exhibits are filed. The Debtors reserve the right to modify, amend, supplement, restate or withdraw the exhibits after they are filed.

Pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, the Debtors and Debtors in Possession in the above-captioned and numbered cases hereby respectfully propose the following joint plan of liquidation under chapter 11 of the Bankruptcy Code.

## ARTICLE I

### DEFINED TERMS AND RULES OF INTERPRETATION

#### A. *Defined Terms*

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

1. “*Administrative Bar Date*” means the first Business Day that is forty five (45) days after the Effective Date and is the deadline for a holder of an Administrative Claim to file a request with the Bankruptcy Court for payment of such Administrative Expense in the manner indicated in Article II hereof.
2. “*Administrative Claims*” means Claims that have been timely filed before the Administrative Bar Date, pursuant to the deadline and procedure set forth in the Confirmation Order (except as otherwise provided herein with respect to Professional Compensation or by a separate order of the Bankruptcy Court), for costs and expenses of administration under Sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for goods and other services and leased premises); (b) Accrued Professional Compensation; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; provided, however, that the U.S. Trustee shall not be required to file Claims for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930 before the Administrative Bar Date; provided, further that all requests for Administrative Tax Claims must be filed and served on the Debtors, the Liquidating Trust or the Liquidating Trustee, as applicable, on or before the later of (a) thirty (30) days following the Effective Date and (b) one hundred twenty (120) days following the filing of the tax return for such taxes for such tax year or period with the applicable governmental unit; provided, further, that Administrative Claims that arise under Section 503(b)(9) of the Bankruptcy Code shall only be deemed timely filed to the extent such Claims were filed in accordance with the terms of the General Bar Date Order.
3. “*Administrative Tax Claims*” means Administrative Claims by a governmental unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, all or any portion of which occurs or falls within the period from and including the Petition Date through and including the Effective Date, and for which no bar date has otherwise been previously established.
4. “*Affiliate*” has the meaning set forth at Section 101(2) of the Bankruptcy Code.
5. “*Allowed*” means, with respect to any Claim or Equity Interest, except as otherwise provided herein: (a) a Claim or Equity Interest that has been scheduled by the Debtors in their schedules of liabilities as other than disputed, contingent or unliquidated and as to which the Debtors or other parties-in-interest have not Filed an objection by the Claims Objection Bar Date; (b) a proof of Claim or Equity Interest that has been filed and as to which the Debtors, the Liquidating Trustee, or other parties-in-interest have not Filed an objection by the Claims Objection Bar Date; (c) a Claim or Equity Interest that either is not Disputed or has been allowed by a Final Order; (d) a Claim or Equity Interest that is allowed: (i) in any stipulation of amount and nature of Claim executed prior to the entry of the Confirmation Order and approved by the Bankruptcy Court; (ii) in any stipulation with Debtors of amount and nature of Claim or Equity Interest executed on or after the entry of the Confirmation Order; or (iii) in or pursuant to any contract, instrument, indenture or other agreement entered into or assumed in connection herewith; (e) a Claim or Equity Interest that is allowed pursuant to the terms hereof; or (f) a Disputed Claim as to which a proof of claim has been timely Filed and as to which no objection has been Filed by the Claims Objection Bar Date.

6. “*Avoidance Actions*” means any and all avoidance, recovery, subordination or other actions or remedies that may be brought on behalf of the Debtors or their estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies under Sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code.

7. “*Asset Purchase Agreements*” means, collectively, the Waterton Asset Purchase Agreement, the Solitario Asset Purchase Agreement, the WRH Asset Purchase Agreement and the DV Natural Resources Asset Purchase Agreement.

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

9. “*Bankruptcy Court*” means the United States District Court for the District of Colorado, having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made pursuant to Section 157 of title 28 of the United States Code and/or pursuant to the automatic reference of all bankruptcy cases pursuant to Rule 84.1 of the Local Rules of Practice of the United States District Court for the District of Colorado – Civil, the United States Bankruptcy Court for the District of Colorado.

10. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, promulgated under 28 U.S.C. § 2075, the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Colorado, the Local Rules of Practice of the United States District Court for the District of Colorado, and general orders and chambers procedures of the Bankruptcy Court, each as applicable to the Chapter 11 Cases and as amended from time to time.

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

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

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

14. “*Canadian Recognition Proceedings*” means those Canadian insolvency proceedings commenced by Atna Resources Inc., as the foreign representative of the Debtors, which are pending in the Canadian Court under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, Case No. S-159677 in the Vancouver Registry.

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

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

17. “*Causes of Action*” means all claims, actions, causes of action, chosen in action, Avoidance Actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims and

crossclaims of any of the Debtors, the Debtors-in-Possession and/or the Estates (including, without limitation, those actions set forth in the Plan Supplement) that are or may be pending on the Effective Date or instituted by the Liquidating Trustee after the Effective Date against any entity, based in law or equity, whether direct, indirect, derivative or otherwise and whether asserted or unasserted as of the Effective Date.

18. “*Chapter 11 Cases*” means the chapter 11 cases commenced when the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on the Petition Date, which are jointly administered under case number 15-22848 (JGR).

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

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

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

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

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

24. “*Committee Settlement Agreement*” means the Settlement Agreement and Mutual Releases dated May 20, 2016 between the Debtors, the Committee, Waterton and Osgood Mining Company, LLC.

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

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

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

28. “*CR Kendall Settlement Agreement*” means the settlement agreement dated July 27, 2016 between the Montana Department of Environmental Quality for the State of Montana, Atna Resources Ltd., Atna Resources Inc., CR Kendall Corporation and Robert Fye, LLC, in his capacity as trustee for the CR Kendall Custodial and Work Trust established by the CR Kendall Settlement Agreement.

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

30. “*De Minimis Assets*” means the Debtors’ assets sold pursuant to the Order Granting Debtors’ Motion for an Order Approving Procedures to Sell or Transfer Certain De Minimis Assets, Free and Clear of Liens, Claims and Encumbrances, and to Pay Market Rate Commissions in Connection With Such Sales Without Further Court Approval [Docket No. 329] as supplemented by Order dated May 23, 2016 [Docket No. 516].

31. “*DIP Credit Agreement*” means the credit agreement between Waterton and the Debtors, except CR Kendall Corporation, pursuant to which Waterton provided the Debtors a senior secured priming and superpriority post-petition financing in the total amount of \$4 million, as approved by the Final DIP Order (as amended, modified, or supplemented from time to time).

32. “*DIP Facility*” means the Debtors’ senior secured priming and superpriority post-petition financing in the total amount of \$4.0 million, which the Bankruptcy Court approved pursuant to the Final DIP Order and on account of which all liability of the Debtors was satisfied during the pendency of the Chapter 11 Cases.

33. “*Disclosure Statement Order*” means the order approving the Disclosure Statement, which was signed by the Bankruptcy Court on October 18, 2016 and entered on the docket on October 19, 2016 [Docket No. 680].

34. “*Disclosure Statement*” means the Disclosure Statement for Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code, dated October 18, 2016, prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules and any other applicable law, and approved by the Bankruptcy Court in the Disclosure Statement Order, as it is amended, supplemented or modified from time to time.

35. “*Disputed Reserve*” means the reserve fund created pursuant to Article V.B.1 of the Plan.

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

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

38. “*DV Natural Resources*” means DV Natural Resources, LLC.

39. “*DV Natural Resources Asset Purchase Agreement*” means that certain Asset Purchase Agreement dated May 3, 2016 by and among CR Briggs Corporation and DV Natural Resources, LLC, as the same may be amended, supplemented, or otherwise modified from time to time as permitted therein (including all related agreements, documents and instruments) and all exhibits, schedules and addenda to any of the foregoing.

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

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

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

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

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

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

46. “Final DIP Order” means the Final Order (I) Authorizing Debtors to Obtain Post-Petition Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens, Including Priming Liens, and Superpriority Claims, (IV) Granting Adequate Protection, and (V) Granting Related Relief [Docket No. 271].

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

48. “General Bar Date Order” means the Order Establishing Bar Date for the Filing of Proofs of Claims Pursuant to Fed R. Bankr. P. 3003(c)(3) [Docket No. 162].

49. “General Bar Date” means February 29, 2016, as established in the General Bar Date Order.

50. “General Unsecured Claims” means Claims against any Debtor that are not Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, Secured Claims, Intercompany Claims or Equity Interests. For the avoidance of doubt, the Waterton Deficiency Claim, which was waived by Waterton pursuant to the Committee Settlement Agreement, is not a General Unsecured Claim.

51. “Governmental Bar Date” means May 16, 2016, as established in the General Bar Date Order for each and every governmental unit (as such term is defined in 11 U.S.C. § 101(27)).

52. “Impaired” means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, “impaired” within the meaning of Sections 1123(a)(4) and 1124 of the Bankruptcy Code.

53. “Initial Distribution Date” means the date on which the Liquidating Trust shall make its initial Distribution, which shall be a date selected by the Liquidating Trustee.

54. “Intercompany Claims” means Claims held by a Debtor against another Debtor.

55. “Liquidating Trust” means the Entity described in Article IV.B that will succeed to all of the assets and liabilities of the Estates, subject to the terms of Plan, as of the Effective Date.

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

57. “Liquidating Trust Assets” means all assets of the Debtors as of the Effective Date, including, without limitation, (a) all Cash on hand, (b) all Retained Sale Proceeds, (c) the Net Profits Interest, (d) the Restricted Cash, (e) all rights under (i) the Asset Purchase Agreements and payments owing to the Debtors thereunder, (ii) the Sale Order, and (iii) any other order of the Bankruptcy Court, (f) any claim, right or interest of the Debtors in any refund, rebate, abatement or other recovery for Taxes, (g) all Retained Causes of Action, (h) all proceeds of any of the foregoing and all proceeds of any of the foregoing received by any person or Entity on or after the Effective Date and (i) all of the Debtors’ books and records; in each case, solely to the extent that such assets are not included in the assets sold pursuant to the Asset Purchase Agreements, and provided further, that assets of one Debtor shall be deemed held in trust for the sole benefit of the creditors of such Debtor and shall not be used to satisfied Allowed Claims of any other Debtor.

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



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

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

61. “*Liquidating Trustee*” means the person to be initially appointed by the Committee and subsequently retained by the Liquidating Trust Committee to administer the Liquidating Trust in accordance with the Liquidating Trust Agreement.

62. “*Net Profits Interest*” means that certain 2.5% net profits interest granted pursuant to the Net Profits Interest Agreement dated May 19, 2016 between Great Plains Mining, LLC, as grantor, and CR Montana Corporation, as grantee.

63. “*Noticing Agent*” means UpShot Services LLC.

64. “*Purchasers*” means, collectively, Waterton, DV Natural Resources, Solitario and WRH Nevada.

65. “*Petition Date*” means November 18, 2015, the date on which the Debtors Filed the Chapter 11 Cases.

66. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules and exhibits to the Plan.

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

68. “*Pre-Petition Credit Agreement*” means that certain Senior Secured Credit Agreement dated January 31, 2014 between the Debtors, other than CR Kendall Corporation and Horizon Wyoming Uranium, Inc., and Waterton, pursuant to which the Debtors entered into a \$22.0 million senior secured, non-revolving credit facility.

69. “*Priority Non-Tax Claims*” means Claims entitled to priority in payment pursuant to Sections 507(a)(4), 507(a)(5), 507(a)(7), or 507(a)(9) of the Bankruptcy Code.

70. “*Priority Tax Claims*” means Claims of governmental units of the kind specified in Section 507(a)(8) of the Bankruptcy Code.

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

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

73. “*Professional Compensation*” means the fees and expenses of Professionals (including, without limitation: (a) success fees allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (b) fees or expenses allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under Sections 328, 330(a), 331 or 503(b)(2-5) of the Bankruptcy Code.

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

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

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

77. “*Releasees*” means, collectively, the Debtors, officers and directors of the Debtors that served in such capacity at any time from and after the Petition Date, the Committee and its individual members thereof (solely in their capacity as such), Waterton and each of their respective Representatives.

78. “*Releasing Parties*” means, collectively, holders of Claims voting to accept the Plan.

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

80. “*Restricted Cash*” means Cash currently held in trust in connection with the surety bonds issued for the benefit of the Debtors, except with respect to the surety bonds assigned and assumed as part of the Sale.

81. “*Retained Causes of Action*” mean all Causes of Action, other than: (i) the Transferred Causes of Action, and (ii) those Causes of Action that are released, compromised and/or settled pursuant to Article IX hereof.

82. “*Retained Sale Proceeds*” mean (i) any net proceeds from the sale of *De Minimis* Assets held by the Debtors as of the date of the Committee Settlement Agreement and the proceeds of the sale of *De Minimis* Assets after the date of the Committee Settlement Agreement, in an aggregate amount not to exceed \$200,000; (ii) any proceeds of Avoidance Actions, Commercial Tort Claims (as defined in the DIP Credit Agreement, by reference to the Uniform Commercial Code as in effect from time to time in the State of New York), claims against officers and directors of the Debtors, and errors and omissions claims held by any of the Debtors; (iii) any net proceeds from the sale of the Wolf polymetallic prospect located in the Pelly Mountains of southeastern Yukon, Canada and the Ecstall polymetallic prospect located in the Skeena Mining District of British Columbia, Canada; (iv) any net proceeds from the sale of Horizon Wyoming Uranium, Inc.’s assets; (v) any net proceeds from the sale of the CR Montana Corporation’ mineral rights royalty to Solitario; and (vi) any net proceeds from the sale of the CR Montana Corporation’s mineral rights to W.R.H. Nevada.

83. “*Sale*” means the sale of substantially all of the Debtors’ assets to the Purchasers pursuant to the Asset Purchase Agreements and the Sale Order.

84. “*Sale Order*” means the Order (I) Approving the Sale of Certain Assets of the Debtors Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (II) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief [Docket No. 497], which approved the Sale, as supplemented by the Supplemental Sale Order Approving Consensual Modification to Terms of Solitario Transaction [Docket No. 523].

85. “*Schedules*” mean the schedules of assets and liabilities, schedules of executory contracts and statements of financial affairs filed by the Debtors pursuant to Section 521 of the Bankruptcy Code on December 16, 2015, and as may be further amended.

86. “*Secured Claim*” means a Claim that is secured by a lien on property in which an Estate has an interest, or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in the applicable Estate’s interest in such property or to the extent of the amount subject to setoff, as

applicable, as determined pursuant to sections 506(a) and, if applicable, 1129(b) of the Bankruptcy Code. For the avoidance of doubt, the Waterton Secured Claim was a Secured Claim and was satisfied in full as a result of the Sale. The holder of the Waterton Secured Claim will not receive any Distribution under the Plan.

87. “*Solitario*” means Solitario Exploration & Royalty Corp.

88. “*Solitario Asset Purchase Agreement*” means the Asset Purchase Agreement dated May 3, 2016 by and among Canyon Resources Corporation and Solitario Exploration & Royalty Corp., as the same may be amended, supplemented, or otherwise modified from time to time as permitted therein (including all related agreements, documents and instruments) and all exhibits, schedules and addenda to any of the foregoing.

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

90. “*Transferred Causes of Action*” means all Causes of Action held by the Debtors and/or their Estates as of the closing of the Sale that were transferred to the Purchasers pursuant to the applicable Asset Purchase Agreements and the Sale Order.

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

92. “*Unimpaired*” means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, not “impaired” within the meaning of Sections 1123(a)(4) and 1124 of the Bankruptcy Code.

93. “*Waterton*” means Waterton Precious Metals Fund II Cayman, LP.

94. “*Waterton Asset Purchase Agreement*” means the Asset Purchase Agreement dated May 5, 2016 by and among Atna Resources, Inc., CR Montana Corporation, Canyon Resources Corporation and Osgood Mining Company, LLC, as the same may be amended, supplemented, or otherwise modified from time to time as permitted therein (including all related agreements, documents and instruments) and all exhibits, schedules and addenda to any of the foregoing.

95. “*Waterton Deficiency Claim*” means the general unsecured claim of Waterton, which Waterton agreed to waive pursuant to the Committee Settlement Agreement.

96. “*Waterton Secured Claims*” means (i) the claim of Waterton in respect to the DIP Facility in the principal amount of \$4,000,000 and (ii) the claim of Waterton in respect to the Pre-Petition Credit Agreement in the principal amount of \$19,080,800, plus accrued and unpaid interest and any additional fees, costs and expenses, which claims were used, in part, by Waterton as a credit bid to purchase some of the Debtors assets as per the Sale Order.

97. “*WRH Nevada*” means W.R.H. Nevada Properties, LLC.

98. “*WRH Nevada Asset Purchase Agreement*” means the Asset Purchase Agreement dated May 3, 2016 by and among CR Montana Corporation, W.R.H. Nevada Properties, LLC and W.R. Henderson Construction, Inc., as guarantor, as the same may be amended, supplemented, or otherwise modified from time to time as

permitted therein (including all related agreements, documents and instruments) and all exhibits, schedules and addenda to any of the foregoing.

B. *Rules of Interpretation*

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

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

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

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

C. *Exhibits*

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

Squire Patton Boggs (US) LLP  
1801 California Street, Suite 4900  
Denver, Colorado 80202  
Attn: Aaron Boschee, Esq.

ARTICLE II

ADMINISTRATIVE AND PRIORITY CLAIMS

A. Administrative Claims

Subject to the provisions of Sections 328, 330(a) and 331 of the Bankruptcy Code, the Debtors or the Liquidating Trust shall pay each holder of an Allowed Administrative Claim the full unpaid amount of such Allowed Administrative Claim in Cash: (i) on the Effective Date or as soon as practicable thereafter (or, if not then

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

1. Professional Compensation and Reimbursement Claims

The Bankruptcy Court shall fix in the Confirmation Order a date for filing of, and a date to hear and determine, all applications for final allowances of compensation or reimbursement of expenses under Sections 328, 330(a) and 331 of the Bankruptcy Code or applications for allowance of Administrative Expenses arising under Sections 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(6) of the Bankruptcy Code.

2. Intercompany Administrative Claims

On or before the Effective Date, all postpetition amounts owing by a Debtor to another Debtor, if any, shall be set-off against each other and the net payable amount, if any, shall be paid by the liable Debtor to the applicable Debtor in full as an Allowed Administrative Claim from the available assets of the liable Debtor before any general unsecured creditors of the liable Debtor receive any distribution under the Plan. In the event no assets are available to pay such Administrative Claims, the unpaid portion of the Administrative Claim will be deemed waived and forgiven.

B. *Priority Tax Claims*

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

### ARTICLE III

#### CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. *Summary*

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

2. The following table classifies Claims against and Equity Interests in each Debtor for all purposes, including voting, confirmation and Distribution pursuant hereto and pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent

that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

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

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
2	Waterton Secured Claims	Unimpaired	Deemed to Accept
3	Secured Claims	Unimpaired	Deemed to Accept
4	General Unsecured Claims Against Atna Resources Ltd.	Impaired	Entitled to Vote
5	General Unsecured Claims Against Canyon Resources Corporation	Impaired	Entitled to Vote
6	General Unsecured Claims Against CR Briggs Corporation	Impaired	Entitled to Vote
7	General Unsecured Claims Against CR Montana Corporation	Impaired	Entitled to Vote
8	General Unsecured Claims Against CR Kendall Corporation	Impaired	Entitled to Vote
9	General Unsecured Claims Against Atna Resources Inc.	Impaired	Entitled to Vote
10	Equity Interests	Impaired	Deemed to Reject

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

1. Priority Non-Tax Claims (Class 1)

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

(b) *Treatment:* Unless otherwise mutually agreed upon by the holder of an Allowed Priority Non-Tax Claim and the Liquidating Trust, on the later of the Effective Date and the date such Allowed Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is practicable, the Liquidating Trust shall pay to each holder of an Allowed Priority Non-Tax Claim, in Cash, the full amount of such Allowed Priority Non-Tax Claim, in full satisfaction, settlement, release and discharge of, and in exchange for such Allowed Priority Non-Tax Claim.

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

2. Waterton Secured Claims (Class 2)

(a) *Classification:* Class 2 consists of the Waterton Secured Claims.

(b) *Treatment:* Waterton shall neither receive nor retain any property or Distributions under the Plan. The Waterton Secured Claims were paid in full pursuant to the Sale and the Committee Settlement Agreement.

(c) *Voting:* Class 2 is Unimpaired. Waterton is conclusively deemed to have accepted the Plan and, therefore, is not entitled to vote on the Plan.

3. Secured Claims (Class 3)

(a) *Classification:* Class 3 consists of the Secured Claims against the respective Debtors.

(b) *Treatment:* Except to the extent that a holder of an Allowed Secured Claim agrees to a less favorable treatment, each holder of an Allowed Secured Claim shall receive (i) receipt of the collateral securing any such Allowed Secured Claim on the Effective Date or as soon thereafter as reasonably practicable; or (ii) such other treatment that renders an Allowed Secured Claim Unimpaired on the later of the Effective Date and the date on which such Secured Claim becomes an Allowed Secured Claim. Any deficiency claim of a holder of an Allowed Class 3 Claim, if any, will be a General Unsecured Claim against the applicable Debtor's estate.

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

4. General Unsecured Claims Against Atna Resources Ltd. (Class 4)

(a) *Classification:* Class 4 consists of General Unsecured Claims Against Atna Resources Ltd.

(b) *Treatment:* On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Liquidating Trust shall pay each holder of an Allowed General Unsecured Claim in this Class, in full and final satisfaction of such Allowed General Unsecured Claim, its Pro Rata share of the of the assets of Atna Resources Ltd. that were transferred into the Liquidating Trust Fund after the payment in full of all Administrative Claims, Priority Claims, Priority Tax Claims and the funding of the Disputed Reserve for General Unsecured Claims against Atna Resources Ltd. The General Unsecured Claims of other Debtors against Atna Resources Ltd. will not receive any Distribution.

(c) *Voting:* Class 4 is Impaired, and holders of General Unsecured Claims Against Atna Resources Ltd. are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed General Unsecured Claims shall receive a Distribution under the Plan.

5. General Unsecured Claims Against Canyon Resources Corporation (Class 5)

(a) *Classification:* Class 5 consists of General Unsecured Claims Against Canyon Resources Corporation.

(b) *Treatment:* On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Liquidating Trust shall pay each holder of an Allowed General Unsecured Claim in this Class, in full and final satisfaction of such Allowed General Unsecured Claim, its Pro Rata share of the assets of Canyon Resources Corporation that were transferred into the Liquidating Trust Fund after the payment in full of all Administrative Claims, Priority Claims, Priority Tax Claims and the funding of the Disputed Reserve for General Unsecured Claims against Canyon Resources Corporation. The General Unsecured Claims of other Debtors against Canyon Resources Corporation will not receive any Distribution.

(c) *Voting:* Class 5 is Impaired, and holders of General Unsecured Claims Against Canyon Resources Corporation are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed General Unsecured Claims shall receive a Distribution under the Plan.

6. General Unsecured Claims Against CR Briggs Corporation (Class 6)

(a) *Classification:* Class 6 consists of General Unsecured Claims Against CR Briggs Corporation.

(b) *Treatment:* On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Liquidating Trust shall pay each holder of an Allowed General Unsecured Claim in this Class, in full and final satisfaction of such Allowed General Unsecured Claim, its Pro Rata share of the assets of CR Briggs Corporation that were transferred into the Liquidating Trust Fund after the

payment in full of all Administrative Claims, Priority Claims, Priority Tax Claims and the funding of the Disputed Reserve for General Unsecured Claims against CR Briggs Corporation. The General Unsecured Claims of other Debtors against CR Briggs Corporation will not receive any Distribution.

(c) *Voting:* Class 6 is Impaired, and holders of General Unsecured Claims Against CR Briggs Corporation are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed General Unsecured Claims shall receive a Distribution under the Plan.

7. General Unsecured Claims Against CR Montana Corporation (Class 7)

(a) *Classification:* Class 7 consists of General Unsecured Claims Against CR Montana Corporation.

(b) *Treatment:* On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Liquidating Trust shall pay each holder of an Allowed General Unsecured Claim in this Class, in full and final satisfaction of such Allowed General Unsecured Claim, its Pro Rata share of the assets of CR Montana Corporation that were transferred into the Liquidating Trust Fund after the payment in full of all Administrative Claims, Priority Claims, Priority Tax Claims and the funding of the Disputed Reserve for General Unsecured Claims against CR Montana Corporation. The General Unsecured Claims of other Debtors against CR Montana Corporation will not receive any Distribution.

(c) *Voting:* Class 7 is Impaired, and holders of General Unsecured Claims Against CR Montana Corporation are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed General Unsecured Claims shall receive a Distribution under the Plan.

8. General Unsecured Claims Against CR Kendall Corporation (Class 8)

(a) *Classification:* Class 8 consists of General Unsecured Claims Against CR Kendall Corporation.

(b) *Treatment:* On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Liquidating Trust shall pay each holder of an Allowed General Unsecured Claim in this Class, in full and final satisfaction of such Allowed General Unsecured Claim, its Pro Rata share of the assets of CR Kendall Corporation that were transferred into the Liquidating Trust Fund after the payment in full of all Administrative Claims, Priority Claims, Priority Tax Claims and the funding of the Disputed Reserve for General Unsecured Claims against CR Kendall Corporation. The General Unsecured Claims of other Debtors against CR Kendall Corporation will not receive any Distribution.

(c) *Voting:* Class 8 is Impaired, and holders of General Unsecured Claims Against CR Kendall Corporation are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed General Unsecured Claims shall receive a Distribution under the Plan.

9. General Unsecured Claims Against Atna Resources Inc. (Class 9)

(a) *Classification:* Class 9 consists of General Unsecured Claims Against Atna Resources Inc.

(b) *Treatment:* On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Liquidating Trust shall pay each holder of an Allowed General Unsecured Claim in this Class, in full and final satisfaction of such Allowed General Unsecured Claim, its Pro Rata share of the assets of Atna Resources Inc. that were transferred into the Liquidating Trust Fund after the payment in full of all Administrative Claims, Priority Claims, Priority Tax Claims and the funding of the Disputed Reserve for General Unsecured Claims against Atna Resources Inc. The General Unsecured Claims of other Debtors against Atna Resources Inc. will not receive any Distribution.



(c) *Voting:* Class 9 is Impaired, and holders of General Unsecured Claims Against Atna Resources Inc. are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed General Unsecured Claims shall receive a Distribution under the Plan.

10. Equity Interests (Class 10)

(a) *Classification:* Class 10 consists of Equity Interests.

(b) *Treatment:* Holders of Equity Interests shall neither receive nor retain any property under the Plan.

(c) *Voting:* Class 10 is Impaired, and holders of Equity Interests conclusively are deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

C. *Special Provision Governing Unimpaired Claims*

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

D. *Non-Consensual Confirmation*

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

## ARTICLE IV

### MEANS FOR IMPLEMENTATION OF THE PLAN

A. *Settlement with the Committee, the Debtors and Waterton*

Following good faith negotiations, the Debtors, Waterton and the Committee entered into the Committee Settlement Agreement pursuant to which, among other things, (i) the Net Profits Interest was granted to CR Montana Corporation to be held in trust for the benefit of the holders of General Unsecured Claims, (ii) Waterton agreed not to assert a lien on the Retained Sale Proceeds, which proceeds are to be held in trust by the Debtors for the benefit of the holders of General Unsecured Claims (other than Waterton), (iii) Waterton waived its right to recover or exercise any rights in its capacity as a holder of a General Unsecured Claim (including the Waterton Deficiency Claim), (iv) Waterton agreed to withdraw various claims filed against the Debtors' Estates, and (v) Waterton, the Committee and the Debtors provided mutual releases as set forth therein.

Among other things, the Committee Settlement Agreement resolves significant disputes, including, among other things, disputes with Waterton regarding the assertion of various claims and causes of action against Waterton on behalf of the Debtors' Estates with respect to the DIP Facility and the Final DIP Order and the Pre-petition Credit Agreement Documents (as defined in the Final DIP Order). As such, the Committee Settlement Agreement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates. The Bankruptcy Court approved the Committee Settlement Agreement in the Sale Order.

B. *The CR Kendall Settlement*

On July 14, 2016, the Debtors filed a Motion for an Emergency Order Approving Consent Decree and Settlement Agreement Establishing a Custodial and Work Trust for CR Kendall Mine Closure Pursuant To Fed. R. Bankr. P. 9019. Following good faith negotiations, (i) the Montana Department of Environmental Quality for the State of Montana, (ii) Atna Resources Ltd., Atna Resources Inc., CR Kendall Corporation, and (iii) Robert Fye,

LLC, in his capacity as trustee of the CR Kendall Custodial and Work Trust entered into the CR Kendall Settlement Agreement dated August 15, 2016. The trust established by the CR Kendall Settlement (i) shall receive the full amount of funds in the state-managed escrow account with the Montana Department of Environmental Quality for the State of Montana as of the date of transfer, which is in the amount of \$2,346,829.42 as of June 10, 2016, (ii) shall use these funds to perform the work required by the Record of Decision for CR Kendall Mine, Amendment 007 to Operating Permit No. 00122, Fergus County, Montana for final mine closure, (iii) shall use these funds to pay the trustee costs, and to pay other administrative costs until closure is completed. According to the CR Kendall Settlement, the claims of the Montana Department of Environmental Quality for the State of Montana against the Debtors will be paid the cash in the escrow account as of the date of transfer, in the amount of \$2,346,829.42 as of June 10, 2016.

Among other things, the foregoing settlement resolves significant disputes, including, among other things, disputes with respect to the closing of the CR Kendall mine. As such, this settlement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates. The Bankruptcy Court approved the Kendall Settlement Agreement on July 27, 2016.

C. *Horizon Wyoming Uranium, Inc. Assets*

Horizon Wyoming Uranium, Inc. does not have any creditors. All assets of Horizon Wyoming Uranium, Inc. will be deemed assets of Canyon Resources Corporation, Horizon Wyoming Uranium, Inc.'s direct parent, for purpose of the Plan and will be distributed accordingly.

D. *Appointment of the Liquidating Trustee and the Liquidating Trust Committee*

On or prior to the Confirmation Date, the Committee shall appoint the Liquidating Trustee. Additionally, on or prior to the Confirmation Date, the Committee shall appoint the three (3) member Liquidating Trust Committee. The Liquidating Trustee shall serve at the direction of the Liquidating Trust Committee and in accordance with the Liquidating Trust Agreement and the Plan, provided, however, that the Liquidating Trust Committee may not direct the Liquidating Trustee or the members of the Liquidating Trust Committee to act inconsistently with their duties under the Liquidating Trust Agreement and the Plan. The Liquidating Trust Committee may terminate the Liquidating Trustee at any time in accordance with the provisions of the Liquidating Trust Agreement.

E. *The Liquidating Trust*

1. *Formation of the Liquidating Trust*

On the Effective Date, the Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the purpose of, inter alia, (a) administering the Liquidating Trust Fund, (b) resolving all Disputed Claims, (c) pursuing the Retained Causes of Action, and (d) making all Distributions to the Beneficiaries provided for under the Plan. The Liquidating Trust is intended to qualify as a liquidating trust pursuant to United States Treasury Regulation Article 301.7701-4(d).

2. *Funding of the Liquidating Trust*

On the Effective Date, the Liquidating Trust Fund shall vest automatically in the Liquidating Trust. The Plan shall be considered a motion pursuant to Sections 105, 363 and 365 of the Bankruptcy Code for such relief. The transfer of the Liquidating Trust Fund to the Liquidating Trust shall be made for the benefit and on behalf of the Beneficiaries. The assets comprising the Liquidating Trust Fund will be treated for tax purposes as being transferred by the Debtors to the Beneficiaries pursuant to the Plan in exchange for their Allowed Claims and then by the Beneficiaries to the Liquidating Trust in exchange for the beneficial interests in the Liquidating Trust. The Beneficiaries shall be treated as the grantors and owners of the Liquidating Trust. Upon the transfer of the Liquidating Trust Fund, the Liquidating Trust shall succeed to all of the Debtors' rights, title and interest in the

Liquidating Trust Fund, and the Debtors will have no further interest in or with respect to the Liquidating Trust Fund.

Except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations, the receipt by the Liquidation Trustee of a private letter ruling if the Liquidating Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the Liquidation Trust as a liquidating trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as possible after the Effective Date, but in no event later than sixty (60) days thereafter, (i) the Liquidating Trustee shall make a good faith valuation of the Liquidation Trust Assets, and (ii) the Liquidating Trustee shall establish appropriate means to apprise the Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Liquidating Trust, the Beneficiaries and the Liquidating Trust Committee) for all federal income tax purposes. The Liquidating Trustee also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any governmental unit.

### 3. Taxation of the Liquidating Trust

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

#### F. *Rights and Powers of the Liquidating Trustee*

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

#### G. *Fees and Expenses of the Liquidating Trust*

Except as otherwise ordered by the Bankruptcy Court, the Liquidating Trust Expenses, including the fees and expenses of professionals retained by the Liquidating Trustee, on or after the Effective Date shall be paid in accordance with the Liquidating Trust Agreement without further order of the Bankruptcy Court. The Liquidating Trustee shall be compensated as agreed to by the Committee and the Liquidating Trustee and such agreement will be documented and executed by the Committee and the Liquidating Trustee.

#### H. *Semi-Annual Reports to Be Filed by the Liquidating Trust*

The Liquidating Trust shall File semi-annual reports with the Bankruptcy Court regarding the liquidation or other administration of property comprising the Liquidating Trust Fund, the Distributions made by it and other matters required to be included in such report in accordance with the Liquidating Trust Agreement. In addition, the

Liquidating Trust will file tax returns as a grantor trust pursuant to United States Treasury Regulation Article 1.671-4(a).

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

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

2. On the Effective Date, all the then Equity Interests in the Debtors (including all instruments evidencing such Equity Interests) shall be cancelled and extinguished without further action under any applicable agreement, law, regulation or rule.

J. *Liquidation of the Debtors*

1. All of the Debtors shall be deemed to have been liquidated as of the Effective Date, and all Equity Interests in any Debtor shall automatically be cancelled and extinguished as of the Effective Date without the need for any further action by the Bankruptcy Court or any Entity.

2. Notwithstanding the foregoing, as soon as practicable after the Effective Date, the Liquidating Trustee shall: (a) file certificates of dissolution or such similar document, together with all other necessary corporate documents, to effect the dissolution of each of the Debtors under the applicable laws of its state of incorporation or domicile; and (b) complete and file final federal, state and local tax returns for each of the Debtors, and pursuant to Section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws. Following such actions and upon the filing by or on behalf of the Debtors of a certification to that effect with the Bankruptcy Court, the Debtors shall be dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of each of the Debtors or payments, including, without limitation, the payment of any franchise or similar taxes to the state or commonwealth of incorporation or organization of such Entity, to be made in connection therewith. The filing by each Debtor of its certificate of dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order or rule, including, without limitation, any action by the stockholders or the board of directors of each such Debtor.

3. On the Effective Date, each Debtor shall assign, transfer and distribute to the Liquidating Trust the Liquidating Trust Assets, including all of the Debtors' books and records. For purposes of this Article, books and records include computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of any Debtor maintained by or in the possession of third parties, wherever located. All books and records shall be preserved in an orderly fashion and in their native format.

K. *Operations of the Debtors Between the Confirmation Date and the Effective Date*

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

L. *Establishment of the Administrative Bar Date*

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

2. Except as otherwise provided in Article IV.I.4 hereof, on or before 4:00 p.m., prevailing Mountain Time, on the Administrative Bar Date, each holder of an Administrative Claim shall file with the Bankruptcy Court a request for payment of Administrative Claim (a) by mailing, hand delivering or delivering by courier service such

request for payment of Administrative Claim to the Clerk of the Bankruptcy Court at 721 19th Street, Denver, Colorado 80202 or (b) by Filing such request with the Bankruptcy Court.

3. The request for payment of an Administrative Claim will be timely Filed only if it is actually received by the Bankruptcy Court by 4:00 p.m., prevailing Mountain Time, on the Administrative Bar Date.

4. Notwithstanding anything in this Article IV.I.2 of the Plan, Professionals shall not be required to file a request for payment of any Administrative Claim on or before the Administrative Bar Date for Professional Compensation as such Professionals will instead file final fee applications as required by the Bankruptcy Code, Bankruptcy Rules and the Confirmation Order.

M. *Term of Injunctions or Stays*

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

N. *Cancellation of Equity Interests*

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

## ARTICLE V

### PROVISIONS GOVERNING DISTRIBUTIONS

A. *Initial Distribution Date*

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

B. *Disputed Reserves*

1. *Establishment of Disputed Reserves*

On the Initial Distribution Date, and after making all Distributions required to be made on such date under the Plan, the Liquidating Trust shall establish a separate Disputed Reserve for Disputed Claims, each of which Disputed Reserves shall be administered by the Liquidating Trust. The Liquidating Trust shall reserve in Cash or other property, for Distribution on account of each Disputed Claim, the full asserted amount (or such lesser amount as may be estimated by the Bankruptcy Court in accordance with Article VI.D hereof) with respect to each Disputed Claim.

2. *Maintenance of Disputed Reserves*

The Liquidating Trust shall hold property in the Disputed Reserves in trust for the benefit of the holders of Claims ultimately determined to be Allowed. Each Disputed Reserve shall be closed and extinguished by the Liquidating Trust when all Distributions and other dispositions of Cash or other property required to be made hereunder will have been made in accordance with the terms of the Plan. Upon closure of a Disputed Reserve, all Cash (including any Cash Investment Yield) or other property held in that Disputed Reserve shall revert in and become the property of the Liquidating Trust. All funds or other property that vest or revert in the Liquidating Trust pursuant to this paragraph shall be (a) used to pay the fees and expenses of the Liquidating Trust as and to the extent

set forth in the Liquidating Trust Agreement, and (b) thereafter distributed on a Pro Rata basis to holders of Allowed Claims.

C. *Quarterly Distributions*

Any Distribution that is not made on the Initial Distribution Date or on any other date specified herein because the Claim that would have been entitled to receive that Distribution is not an Allowed Claim on such date, shall be held by the Liquidating Trust in a Disputed Reserve pursuant to Article V.B and Distributed (in full, in the case of Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, Secured Claims; and up to its Ratable Proportion with respect to the Claims in Classes 4 through 9) on the first Quarterly Distribution Date after such Claim is Allowed. No interest shall accrue or be paid on the unpaid amount of any Distribution paid on a Quarterly Distribution Date in accordance with this Article V.C.

D. *Record Date for Distributions*

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

E. *Delivery of Distributions*

1. *General Provisions; Undeliverable Distributions*

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the holders of Allowed Claims shall be made by the Liquidating Trust at (a) the address of each holder as set forth in the Schedules, unless superseded by the address set forth on proofs of Claim Filed by such holder or (b) the last known address of such holder if no proof of Claim is Filed or if the Debtors have been notified in writing of a change of address. If any Distribution is returned as undeliverable, the Liquidating Trust may, in its discretion, make reasonable efforts to determine the current address of the holder of the Claim with respect to which the Distribution was made as the Liquidating Trust deems appropriate, but no Distribution to any such holder shall be made unless and until the Liquidating Trust has determined the then-current address of such holder, at which time the Distribution to such holder shall be made to the holder without interest. Amounts in respect of any undeliverable Distributions made by the Liquidating Trust shall be returned to, and held in trust by, the Liquidating Trust until the Distributions are claimed or are deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code, as set forth below in Article V.E.3. The Liquidating Trust shall have the discretion to determine how to make Distributions in the most efficient and cost-effective manner possible; provided, however, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan or the Liquidating Trust Agreement.

2. *Minimum Distributions*

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

3. *Unclaimed Property*

Except with respect to property not Distributed because it is being held in a Disputed Reserve, Distributions that are not claimed by the expiration of the later of six (6) months from the Effective Date or ninety (90) days from

such Distribution shall be deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code and shall vest or revert in the Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically cancelled. After the expiration of the applicable period, the claim of any Entity to those Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require the Liquidating Trust to attempt to locate any holder of an Allowed Claim. All funds or other property that vests or reverts in the Liquidating Trust pursuant to this Article shall be distributed by the Liquidating Trustee to the other holders of Allowed Claims in accordance with the provisions of the Plan or the Liquidating Trust Agreement.

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

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

G. *Time Bar to Cash Payments by Check*

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

H. *Limitations on Funding of Disputed Reserves*

Except as expressly set forth in the Plan, neither the Debtors nor the Liquidating Trustee shall have any duty to fund the Disputed Reserves.

I. *Compliance with Tax Requirements*

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

J. *No Payments of Fractional Dollars*

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

K. *Interest on Claims*

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

L. *No Distribution in Excess of Allowed Amount of Claim*

Notwithstanding anything to the contrary contained in the Plan, no holder of an Allowed Claim shall receive in respect of that Claim any Distribution in excess of the Allowed amount of that Claim.

M. *Setoff and Recoupment*

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

## ARTICLE VI

### DISPUTED CLAIMS

A. *No Distribution Pending Allowance*

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

B. *Resolution of Disputed Claims*

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Liquidating Trustee and the Liquidating Trust Committee shall have the right to the exclusion of all others (except as to the Professionals' applications for allowances of compensation and reimbursement of expenses under Sections 330 and 503 of the Bankruptcy Code) to make, File, prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court, objections to Claims. The costs of pursuing the objections to Claims shall be borne by the Liquidating Trust. From and after the Confirmation Date, all objections with respect to Disputed Claims shall be litigated to a Final Order except to the extent, subject to the approval of the Liquidation Trust Committee in accordance with the terms of the Liquidation Trust Agreement, the Liquidation Trustee elects to withdraw any such objection or the Liquidation Trustee and the claimant elect to compromise, settle or otherwise resolve any such objection, in which event they may settle, compromise or otherwise resolve any Disputed Claim without approval of the Bankruptcy Court.

C. *Objection Deadline*

All objections to Disputed Claims shall be Filed and served upon the holders of each such Claim not later than nine (9) months after the Effective Date, unless otherwise ordered by the Bankruptcy Court after notice and a hearing.



D. *Estimation of Claims*

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

E. *Disallowance of Claims*

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

F. *Adjustment to Claims Without Objection*

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

EXCEPT AS PROVIDED HEREIN OR OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE BAR DATE SHALL NOT BE TREATED AS CREDITORS FOR PURPOSES OF VOTING AND DISTRIBUTION PURSUANT TO BANKRUPTCY RULE 3003(c)(2) AND PURSUANT TO THE GENERAL BAR DATE ORDER, UNLESS ON OR BEFORE THE CONFIRMATION HEARING SUCH LATE CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

## ARTICLE VII

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Rejection of Executory Contracts and Unexpired Leases*

On the Effective Date, except for the executory contracts and unexpired leases listed on Exhibit II, if any, and except to the extent that a Debtor either previously has assumed, assumed and assigned or rejected an executory contract or unexpired lease by an order of the Bankruptcy Court, including, but not limited to, the Sale Order, or has filed a motion to assume or assume and assign an executory contract or unexpired lease prior to the Effective Date, each executory contract and unexpired lease entered into by a Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms will be rejected pursuant to section 365 of the

Bankruptcy Code. Each such contract and lease will be rejected only to the extent that any such contract or lease constitutes an executory contract or unexpired lease. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such rejections pursuant to Sections 365(a) and 1123 of the Bankruptcy Code and that the rejection thereof is in the best interest of the Debtors, their Estates and all parties in interest in the Chapter 11 Cases.

B. *Claims Based on Rejection of Executory Contracts or Unexpired Leases*

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

C. *Executory Contracts and Unexpired Leases to Be Assumed*

1. *Assumption Generally*

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

2. *Assumptions of Executory Contracts and Unexpired Leases*

Each executory contract or unexpired lease assumed under this Article VII.0 shall include any modifications, amendments, supplements or restatements to such contract or lease.

3. *Assignments Related to Post-Effective Date Transactions*

As of the Effective Date, any executory contract or unexpired lease assumed under this Article VII.0 shall be deemed assigned to the Liquidating Trust, pursuant to section 365 of the Bankruptcy Code.

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

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

Code shall be made following the resolution of such dispute by the parties or the entry of a Final Order resolving the dispute and approving the assumption.

#### ARTICLE VIII

##### CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. *Conditions Precedent to the Effective Date*

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

1. The Confirmation Order has become a Final Order.
2. The Confirmation Order shall be in full force and effect.

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

#### ARTICLE IX

##### RELEASE, INJUNCTIVE AND RELATED PROVISIONS

A. *Compromise and Settlement*

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

B. *Releases by the Debtors*

1. *Releases by the Debtors.* Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for the good and valuable consideration provided by each of the Releasees, including, without limitation: (a) the satisfaction and elimination of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise; and (b) the services of the Debtors' officers and directors in facilitating the expeditious implementation of the sales of substantially all of the Debtors' assets, each of the Debtors hereby provides a full release, waiver and discharge to the Releasees (and each such Releasee so released shall be deemed released and discharged by the Debtors) and their respective properties from any and all Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date in any way related to the Debtors, including, without limitation, those that any of the Debtors or the Liquidating Trust would have been legally entitled to assert or that any holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for or on behalf of any of the Debtors or Estates and further including those in any way related to the Chapter 11 Cases or the Plan.

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

C. Exculpation

Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have nor incur any liability to any Entity for any and all Claims and Causes of Action arising on or after the Petition Date, including any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or consummating the Plan, the Disclosure Statement, Liquidating Trust Agreement, DIP Facility, or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the Sale or the liquidation of the Debtors; provided, however, that the foregoing provisions of this Article IX.0 shall have no effect on the liability of any Exculpated Party that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above-referenced documents.

D. Releases by Holders of Claims and Interests

Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties (i.e., holders of Claims voting to accept the Plan) shall be deemed to have forever released, waived and discharged all causes of action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date in any way related to the Debtors, the Chapter 11 Cases or the Plan against the Releasees.

E. Injunction

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

2. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, all Parties and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Equity Interest, from:

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

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

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

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

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

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

F. *Releases of Liens*

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

G. *No Substantive Consolidation*

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

H. *Preservation of Rights of Action*

1. *Vesting of Causes of Action*

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

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

(c) Retained Causes of Action and any recoveries therefrom shall remain the sole property of the Liquidating Trust (for the sole benefit of the holders of General Unsecured Claims), as the case may be, and holders of Claims shall have no right to any such recovery.

2. Preservation of All Retained Causes of Action Not Expressly Settled or Released

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

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

## ARTICLE X

### RETENTION OF JURISDICTION

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

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

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

3. resolve any matters related to the assumption, assignment or rejection of any executory contract or unexpired lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom, including those matters related to any amendment to the Plan after the Effective Date pursuant to Article XI.0 adding executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be assumed;

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

5. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date or instituted by the Liquidating Trustee after the Effective Date, provided, however, that the Liquidating Trustee shall reserve the right to commence actions in all appropriate jurisdictions;
6. decide or resolve all Avoidance Actions to be brought by the Liquidating Trustee;
7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, Plan Supplement or the Disclosure Statement;
8. resolve any cases, controversies, suits or disputes that may arise in connection with the Effective Date, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
9. issue and enforce injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Effective Date or enforcement of the Plan, except as otherwise provided in the Plan;
10. enforce Article IX.A, Article IX.B, Article IX.C and Article IX.D;
11. enforce the Injunction set forth in Article IX.E;
12. resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in Article IX, and enter such orders as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;
13. enter and implement such orders as necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;
14. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, the Liquidating Trust Agreement or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and
15. enter an order and/or the decree contemplated in Fed. R. Bank. P. 3022 concluding the Chapter 11 Cases.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

#### A. *Final Fee Applications*

The deadline for submission by Professionals of applications for Bankruptcy Court approval of Professional Compensation shall be forty-five (45) days after the Effective Date. The fees and expenses of the professionals retained by the Debtors in the Canadian Recognition Proceedings are subject to the fee application process in the Canadian Court.

#### B. *Payment of Statutory Fees*

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

C. *Modification of Plan*

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

D. *Revocation of Plan*

The Debtors reserve the right to revoke or withdraw the Plan prior to the entry of the Confirmation Order, and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan or if entry of the Confirmation Order or the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity.

E. *Successors and Assigns*

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

F. *Governing Law*

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

G. *Reservation of Rights*

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

H. *Section 1146 Exemption*

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

I. *Section 1125(e) Good Faith Compliance*

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



J. *Further Assurances*

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

K. *Service of Documents*

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

To the Debtors:

Atna Resources Inc.  
P.O. Box 26115  
Lakewood, Colorado 80226  
Attn: James Hasketh

with a copy to:

Squire Patton Boggs (US) LLP  
221 E. Fourth Street, Suite 2900  
Cincinnati, Ohio 45202  
Telephone: (513) 361-1200  
Facsimile: (513) 361-1201  
Attn.: Stephen D. Lerner, Esq.

To the Liquidating Trustee:

Kenneth J. Buechler  
Buechler & Garber LLC  
999 18th Street, Suite 1230S  
Denver, Colorado 80202  
Telephone: (720) 381-0045  
Facsimile: (720) 381-0382

L. *Filing of Additional Documents*

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

M. *No Stay of Confirmation Order*

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

N. *Aid and Recognition*

The Debtors or Liquidating Trustee, as the case may be, shall, as needed to effect the terms hereof, request the aid and recognition of any court or judicial, regulatory or administrative body in any province or territory of Canada, including the Canadian Court presiding over the Canadian Recognition Proceedings, or any other nation or state.

Dated: October 19, 2016

**Atna Resources Inc.**  
(for itself and on behalf of its debtor affiliates)

/s/ James Hesketh  
By: James Hesketh  
Its: President and Chief Executive Officer

**EXHIBIT B**

**Notice of Effective Date**

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

-----	X	
In re:	:	Case No. 15-22848 JGR
	:	
Atna Resources Inc., et al. <sup>1</sup>	:	Chapter 11
	:	
	:	Jointly Administered Under
Debtors.	:	Case No. 15-22848
	:	
-----	X	

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

TO: (I) THE U.S. TRUSTEE; (II) ALL PARTIES THAT, AS OF THE FILING OF THIS NOTICE, HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO BANKRUPTCY RULE 2002; AND (III) ALL KNOWN CREDITORS AND EQUITY INTEREST HOLDERS

**PLEASE TAKE NOTICE** that on November [ ], 2016 (the "**Confirmation Date**"), the United States Bankruptcy Court for the District of Colorado (the "**Bankruptcy Court**") entered its *Findings of Fact, Conclusions of Law, and Order Under Section 1129 of the Bankruptcy Code and Bankruptcy Rule 3020 Confirming the Debtors' Joint Chapter 11 Plan of Liquidation* [Docket No. ] (the "**Confirmation Order**"). Unless otherwise defined in this Notice, capitalized terms used herein shall have the meanings ascribed to them in the *Joint Chapter 11 Plan of Liquidation*, dated October 19, 2016 (as confirmed and with all exhibits thereto and as may be amended, modified, or supplemented from time to time, the "**Plan**," a copy of which is attached to the Confirmation Order as Exhibit A).

**PLEASE TAKE FURTHER NOTICE** that pursuant to section 1141(a) of the Bankruptcy Code, the provisions of the Plan and the Confirmation Order shall bind (i) the Debtors and their estates, (ii) all holders of Claims against and Equity Interests in the Debtors that arose before or were filed as of the Effective Date, whether or not impaired under the Plan and whether or not, if impaired, such holders accepted the Plan or received or retained any property under the Plan, and (iii) each person acquiring property under the Plan.

**PLEASE TAKE FURTHER NOTICE** that the Effective Date of the Plan was [ ], 2016.

**PLEASE TAKE FURTHER NOTICE** that any party in interest wishing to obtain a copy of the Confirmation Order may obtain such copy by: (a) accessing the website of the

<sup>1</sup> The debtors and debtors in possession and their respective case numbers are: Atna Resources Inc. (15-22848); Canyon Resources Corporation (15-22849); CR Briggs Corporation (15-22850); CR Montana Corporation (15-22851); CR Kendall Corporation (15-22852); Atna Resources Ltd. (15-22853); Horizon Wyoming Uranium, Inc. (15-22854).

Debtors' claims and noticing agent, Upshot Services LLC ("Upshot"), at <http://www.upshotservices.com/atna>, or (b) requesting a paper copy from Upshot by emailing [atnainfo@upshotservices.com](mailto:atnainfo@upshotservices.com) and referencing "Atna Resources Inc." in the subject line or by calling Upshot at (855) 812-6112. Copies of the Confirmation Order may also be reviewed during regular business hours at the Bankruptcy Court, 721 19th Street, Denver, Colorado 80202, or may be obtained at the Bankruptcy Court's website at [www.cob.uscourts.gov](http://www.cob.uscourts.gov) by following the directions for accessing the ECF system on such site.

#### **Administrative Bar Date**

**PLEASE TAKE FURTHER NOTICE** that any holder of an Administrative Expense Claim must file with the Bankruptcy Court proof of such Administrative Expense Claim **no later than [ ] , 2016** (the "**Administrative Bar Date**"). Notwithstanding the foregoing, holders of the following claims are not required to assert such claims by the Administrative Bar Date: (i) Professional Claims, which are subject to the Professional Claim Bar Date (defined below); (ii) Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (iii) Claims entitled to priority under section 503(b)(9) of the Bankruptcy Code (which claims, for the avoidance of doubt, shall remain subject to the Bar Date previously established by the Court for such claims); (iv) Administrative Claims that have been Allowed on or before the Effective Date; (v) Administrative Claims of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) that are not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; (vi) Administrative Claims based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, including, without limitation fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court, *provided, however*, that any requests for payment and allowance of an Administrative Claim for severance obligations and post-employment benefits or obligations are subject to, and must be filed by, the Administrative Bar Date.

**PLEASE TAKE FURTHER NOTICE** that such proof of Administrative Claim must include at a minimum: (i) the name of the applicable Debtor that is purported to be liable for the Administrative Claim and if the Administrative Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (ii) the name of the holder of the Administrative Claim; (iii) the amount of the Administrative Claim; (iv) the basis of the Administrative Claim; and (v) supporting documentation for the Administrative Claim.

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

#### **Professional Claim Bar Date**

**PLEASE TAKE FURTHER NOTICE** that any Professional seeking allowance by the Bankruptcy Court of a Professional Claim shall file its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred **no later than**

**January 3, 2017** (the “Professional Claim Bar Date”). Objections to such Professional Claims, if any, must be filed and served within ten (10) calendar days of the filing and service of such professional’s application. The hearing date with respect to such professional’s application is scheduled for **February 14, 2017** at 10:00 a.m. (Prevailing Mountain Time).

**SQUIRE PATTON BOGGS (US) LLP**

Stephen D. Lerner  
Elliot M. Smith  
221 E. Fourth Street, Suite 2900  
Cincinnati, Ohio 45202  
Telephone: (513) 361-1200  
Facsimile: (513) 361-1201

-and-

Nava Hazan  
30 Rockefeller Plaza, 23<sup>rd</sup> Floor  
New York, New York 10112  
Telephone: (212) 872-9800  
Facsimile: (212) 872-9815

**SQUIRE PATTON BOGGS (US) LLP**

Aaron A. Boschee (Colorado # 38675)  
1801 California Street, Suite 4900  
Denver, Colorado 80202  
Telephone: (303) 830-1776  
Facsimile: (302) 896-9239

*Counsel for the Debtors and Debtors in Possession*

**EXHIBIT C**

**Voting Results**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

In re: )  
          ) Case No. 15-22848- JGR  
Atna Resources Inc., *et al.* ) (Jointly Administered)  
          ) )  
          ) Chapter 11  
Debtors.<sup>1</sup> )

**CERTIFICATION OF UPSHOT SERVICES LLC REGARDING TABULATION  
OF VOTES IN CONNECTION WITH THE DEBTORS'  
JOINT CHAPTER 11 PLAN OF LIQUIDATION**

I, Robert Q. Klamser, depose and say under the penalty of perjury:

1. I am the President of UpShot Services LLC (“UpShot”), which has offices located at 8269 E. 23<sup>rd</sup> Avenue, Suite 275, Denver, Colorado 80238. I am over the age of eighteen years and neither I nor UpShot is a party to these proceedings. I am duly authorized to submit this certification on behalf of UpShot (the “Certification”). Except as otherwise indicated, all matters set forth herein are based upon my personal knowledge, and, if called as a witness, I could and would testify competently thereto.

2. I submit this Certification in connection with the tabulation of votes to accept or reject the *Joint Chapter 11 Plan of Liquidation* (Docket No. 701) filed in the above-captioned cases (as further amended, modified or supplemented, the “Plan”).<sup>2</sup>

3. On December 17, 2015, the Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”) entered the *Order Authorizing the Appointment of UpShot Services LLC as*

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (7577), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> Terms utilized but not otherwise defined herein shall have the meanings as ascribed to them in the Solicitation Procedures Order, as defined below.



*Noticing and Balloting Agent* (Docket No. 183), designating UpShot as the official Balloting Agent for the Debtors.

4. On October 18, 2016, the Court entered the *Order (A) Approving Disclosure Statement, (B) Establishing Procedures for Solicitation and Tabulation of Votes on Joint Chapter 11 Plan of Liquidation, and (C) Scheduling Hearing for Confirmation of Joint Chapter 11 Plan of Liquidation* (Docket No. 680) (the “Solicitation Procedures Order”).

5. Pursuant to the Solicitation Procedures Order, and in accordance with the Solicitation Procedures and the Tabulation Rules, UpShot worked with counsel to the Debtors to solicit votes for the Plan and to tabulate ballots of creditors entitled to vote on the Plan.

6. On October 20, 2016, pursuant to and in accordance with the Solicitation Procedures Order, UpShot served the Solicitation Packages and such other required solicitation materials, including the Confirmation Hearing Notice. A certificate evidencing UpShot’s service of the foregoing was filed with the Court on October 26, 2016 (Docket No. 692) and on November 8, 2016 (Docket No. 706). Additionally, copies of the Plan, the Disclosure Statement, and all exhibits to both were made available via the internet at <http://www.upshotservices.com/atna> on October 20, 2016.

7. The Solicitation Procedures Order established October 18, 2016 as the Record Date for determining which Holders of Claims were entitled to receive Solicitation Packages and, where applicable, vote on the Plan.

8. The Plan designated Claims in Class 4 (General Unsecured Claims Against Atna Resources Ltd.), Class 5 (General Unsecured Claims Against Canyon Resources Corporation), Class 6 (General Unsecured Claims Against CR Briggs Corporation), Class 7 (General Unsecured Claims Against CR Montana Corporation), Class 8 (General Unsecured Claims Against CR

Kendall Corporation, and Class 9 (General Unsecured Claims Against Atna Resources Inc.) (together, the “Voting Classes”) as Impaired and entitled the Holders of such Claims to vote on the Plan.

9. Using the information outlined above, and with specific guidance and approval from the Debtors and their advisors, UpShot created a voting database (“Database”) reflecting the names of potential Holders of Claims, addresses, voting amounts and classifications of Claims in the Voting Classes.

10. Using its Database, UpShot generated Ballots for potential Holders of Claims entitled to vote to accept or reject the Plan. The Solicitation Procedures Order established November 14, 2016 at 5:00 p.m. (prevailing Mountain Time) as the deadline by which all Ballots were to have been received by UpShot in order to be counted as a valid vote to accept or reject the Plan (the “Voting Deadline”).

11. Pursuant to the Solicitation Procedures Order, and in accordance with the Solicitation Procedures and the Tabulation Rules approved thereby, UpShot received and tabulated the Ballots as follows:

- a. Each returned Ballot was opened and/or inspected at UpShot’s offices;
- b. Ballots were date-stamped upon receipt; and
- c. All Ballots received were then tabulated in accordance with the Tabulation Rules set forth in the Solicitation Procedures Order.

12. In order for a Ballot to be counted as valid, the Ballot was required to have complied with the Solicitation Procedures and Tabulation Rules, including the requirement that the Ballot be properly completed, executed by the Holder of the Claim (or such Holder’s authorized representative) and received by UpShot on or before the Voting Deadline. Ballots that did not

comply with the Solicitation Procedures and Tabulation Rules were not counted. All Ballots that complied with the Solicitation Procedures and Tabulation Rules were tabulated in accordance with the Tabulation Rules, which were not modified in any respect. Except as set forth in the exhibits attached hereto, there were no defects or irregularities with any of the Ballot and no votes were changed or modified after they were cast.


13. I hereby certify that attached hereto as **Exhibit A** is a detailed voting report of all Ballots submitted to and tabulated by UpShot as of the filing of this Certification.

14. I hereby certify that the results of the voting by Holders of Claims in the Voting Classes are as set forth in **Exhibit B** to this Certification, which is a true and correct copy of the final tabulation of votes, cast by timely and properly completed Ballots received by UpShot.

15. I hereby certify that attached hereto as **Exhibit C** is a detailed voting report of all unacceptable Ballots submitted to, but not tabulated by, UpShot as of the filing of this Certification.

16. To the best of my knowledge, information and belief, the foregoing information concerning the distribution, submission and tabulation of Ballots in connection with the Plan is true and correct.


Dated: November 18, 2016



Robert Q. Klamser

State of Colorado )  
                                  ) SS.  
Country of Denver )

Subscribed and sworn before me (or affirmed before me) this 18<sup>th</sup> day of November, 2016 by Robert Q. Klamser.

  
\_\_\_\_\_  
(Notary's official signature)

WILLIAM HOWARD BURGER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164003616  
MY COMMISSION EXPIRES JANUARY 28, 2020

**EXHIBIT A**  
*Detailed Report of All  
Ballots Received and Tabulated*

**EXHIBIT A**  
*Detailed Report of All  
 Ballots Received and Tabulated*

Ballot #	Name	Date Filed	Voting Amount	Class	Accept or Reject
75	A&L TIRE CO. INC	11/12/2016	\$3,923.43	Class 6	Accept
11	AGGREGATE CRUSHER SPECIALISTS, INC.	10/31/2016	\$13,288.65	Class 6	Accept
48	AGGREGATE MACHINERY SPECIALIST	11/7/2016	\$1,300.00	Class 9	Accept
5	AIRGAS SPECIALTY PRODUCTS	10/26/2016	\$20,715.00	Class 6	Accept
37	ALTERNATIVE MAINTENANCE SOLUTI	11/3/2016	\$2,714.55	Class 9	Accept
61	APEX LOGISTICS, LLC	11/14/2016	\$13,158.22	Class 6	Accept
74	ASAP EXPEDITING	11/12/2016	\$7,457.00	Class 6	Accept
49	AUTOMOTIVE RADIATOR SERVICE	11/7/2016	\$340.57	Class 6	Accept
3	BARRICK TURQUOISE RIDGE INC.	10/26/2016	\$77,656.00	Class 9	Accept
43	CCA FINANCIAL, LLC	11/7/2016	\$82,482.00	Class 6	Accept
44	CCA FINANCIAL, LLC	11/7/2016	\$85,723.79	Class 9	Accept
42	CONTRAST TECHNOLOGY SERVICES	11/4/2016	\$1,525.00	Class 6	Reject
26	DAVID R. GROSS	10/31/2016	\$1.00	Class 4	Reject
45	DAVID WATKINS	11/7/2016	\$6,796.15	Class 4	Accept
76	DAVIS BUSINESS MACHINES INC	11/15/2016	\$600.00	Class 8	Accept
58	DESERT DISPOSAL	11/14/2016	\$3,448.00	Class 9	Accept
64	DFC CERAMICS	11/14/2016	\$3,003.07	Class 6	Accept
13	DISPOSAL SERVICE OF MONTANA	10/31/2016	\$308.57	Class 8	Accept
15	EASTERN DRILLERS MANUFACTURING	10/31/2016	\$1,933.20	Class 6	Accept
14	EASTERN DRILLERS MANUFACTURING CO., INC.	10/31/2016	\$1,933.20	Class 6	Accept
33	ENVIROSCIENTISTS, INC.	11/1/2016	\$786.01	Class 9	Accept
65	FAYE ANGELA DUNCAN	11/14/2016	\$858.35	Class 9	Accept
27	FERGUS AUTO PARTS INC	11/1/2016	\$109.29	Class 8	Accept
25	GARY M GROTH	10/31/2016	\$1.00	Class 9	Accept
53	GOLDER ASSOCIATES, INC.	11/10/2016	\$6,823.02	Class 6	Accept

**EXHIBIT A**  
*Detailed Report of All  
 Ballots Received and Tabulated*

Ballot #	Name	Date Filed	Voting Amount	Class	Accept or Reject
6	HORIZON AIR MEASUREMENT SERVICES, INC.	10/28/2016	\$2,600.00	Class 6	Accept
7	HORIZON AIR MEASUREMENT SERVICES, INC.	10/28/2016	\$31,700.71	Class 6	Accept
46	HUMBOLDT LAND SURVEYING	11/7/2016	\$2,097.00	Class 9	Accept
54	INGE MAQUITTE DUNCAN	11/10/2016	\$884.38	Class 9	Accept
2	JAMES K B HESKETH	10/26/2016	\$67,007.00	Class 5	Accept
1	JAMES K. B. HESKETH	10/26/2016	\$536,575.00	Class 4	Accept
41	JANICE WISNIEWSKI	11/4/2016	\$1.00	Class 9	Accept
36	KIMBALL, VALERIE	11/2/2016	\$2,632.00	Class 5	Accept
24	LECO CORPORATION	10/31/2016	\$5,308.50	Class 9	Accept
55	LYNN GALE DUNCAN	11/10/2016	\$858.35	Class 9	Accept
71	MAGA TRUCKING AND REPAIR, INC.	11/14/2016	\$43,809.73	Class 9	Reject
22	MATSON LOGISTICS INC	10/31/2016	\$10,748.00	Class 6	Accept
10	MATTHEW W DURACK	10/28/2016	\$1.00	Class 9	Accept
30	MCENGLEVAN INDUSTRIAL FURNACE CO	11/1/2016	\$4,984.00	Class 6	Reject
12	MINE VENTILATION SERVICES, INC.	10/31/2016	\$1,802.75	Class 9	Accept
59	MONTANA AERONAUTICS DIVISION	11/14/2016	\$1,660.00	Class 5	Accept
29	MONTANA DEPARTMENT OF TRANSPORTATION	11/1/2016	\$636.37	Class 7	Accept
50	MOSELEY & ASSOCIATES INC	11/7/2016	\$3,343.75	Class 5	Accept
20	NOEMI CARDENAS	10/31/2016	\$23.19	Class 9	Accept
66	NORTHERN TOOL & EQUIPMENT	11/14/2016	\$202.62	Class 6	Accept
60	ORANGE COAST PETROLEUM	11/14/2016	\$1,165.59	Class 6	Accept
67	PACKWRAP BUSINESS CENTER INC.	11/14/2016	\$177.53	Class 6	Accept
4	PAUL H. ZINK	10/26/2016	\$6,897.00	Class 4	Accept
73	PEOPLE'S CAPITAL AND LEASING	11/14/2016	\$988,970.92	Class 9	Accept
35	PR NEWSWIRE ASSOC LLC	11/2/2016	\$8,950.54	Class 4	Accept
56	PRAXAIR DISTRIBUTION INC.	11/10/2016	\$44,187.59	Class 6	Accept

**EXHIBIT A**  
*Detailed Report of All  
 Ballots Received and Tabulated*

Ballot #	Name	Date Filed	Voting Amount	Class	Accept or Reject
16	PRECISION PUMP & MACHINE - KSB, INC.	10/31/2016	\$15,811.30	Class 6	Accept
51	QUALITY TRANSPORTATION, INC.	11/9/2016	\$144,162.01	Class 9	Accept
31	QUALITY TRI-CO JANITORIAL	11/1/2016	\$588.00	Class 9	Accept
72	RALPH L. UBER ESTATE	11/10/2016	\$1.00	Class 9	Accept
18	RAY MORGAN COMPANY	10/31/2016	\$373.77	Class 9	Accept
52	ROAD MACHINERY, LLC	11/10/2016	\$75,743.28	Class 6	Accept
39	RODNEY D. GLOSS	11/3/2016	\$298,719.00	Class 4	Accept
40	RODNEY D. GLOSS	11/3/2016	\$16,581.00	Class 5	Accept
38	SASHA L. MEYER	11/3/2016	\$7,765.00	Class 9	Accept
23	SCOTT A NORBY	10/31/2016	\$5,089.00	Class 6	Accept
70	SMALL MINE DEVELOPMENT, LLC	11/14/2016	\$5,763,972.74	Class 9	Accept
69	STAFFORDS PEST CONTROL	11/14/2016	\$625.00	Class 6	Accept
62	STREETWISE REPORTS	11/14/2016	\$2,500.00	Class 5	Accept
63	STREETWISE REPORTS	11/14/2016	\$2,500.00	Class 4	Accept
47	THIESSEN TEAM USA, INC.	11/7/2016	\$58,212.11	Class 9	Accept
34	VINTAGE FILINGS	11/2/2016	\$8,950.54	Class 5	Accept
32	WATSON BROTHERS INC.	11/1/2016	\$1,385.00	Class 6	Accept
8	WILLIAM RUSSELL STANLEY	10/28/2016	\$440,189.00	Class 4	Accept
9	WILLIAM RUSSELL STANLEY	10/28/2016	\$30,332.00	Class 5	Accept



**EXHIBIT A**  
*Detailed Report of All  
 Ballots Received and Tabulated in Class 4*

Ballot #	Name	Date Filed	Voting Amount	Class	Accept or Reject
26	DAVID R. GROSS	10/31/2016	\$1.00	Class 4	Reject
45	DAVID WATKINS	11/7/2016	\$6,796.15	Class 4	Accept
1	JAMES K. B. HESKETH	10/26/2016	\$536,575.00	Class 4	Accept
4	PAUL H. ZINK	10/26/2016	\$6,897.00	Class 4	Accept
35	PR NEWSWIRE ASSOC LLC	11/2/2016	\$8,950.54	Class 4	Accept
39	RODNEY D. GLOSS	11/3/2016	\$298,719.00	Class 4	Accept
63	STREETWISE REPORTS	11/14/2016	\$2,500.00	Class 4	Accept
8	WILLIAM RUSSELL STANLEY	10/28/2016	\$440,189.00	Class 4	Accept

**EXHIBIT A**  
*Detailed Report of All  
 Ballots Received and Tabulated in Class 5*

<b>Ballot #</b>	<b>Name</b>	<b>Date Filed</b>	<b>Voting Amount</b>	<b>Class</b>	<b>Accept or Reject</b>
2	JAMES K B HESKETH	10/26/2016	\$67,007.00	Class 5	Accept
36	KIMBALL, VALERIE	11/2/2016	\$2,632.00	Class 5	Accept
59	MONTANA AERONAUTICS DIVISION	11/14/2016	\$1,660.00	Class 5	Accept
50	MOSELEY & ASSOCIATES INC	11/7/2016	\$3,343.75	Class 5	Accept
40	RODNEY D. GLOSS	11/3/2016	\$16,581.00	Class 5	Accept
62	STREETWISE REPORTS	11/14/2016	\$2,500.00	Class 5	Accept
34	VINTAGE FILINGS	11/2/2016	\$8,950.54	Class 5	Accept
9	WILLIAM RUSSELL STANLEY	10/28/2016	\$30,332.00	Class 5	Accept

**EXHIBIT A***Detailed Report of All**Ballots Received and Tabulated in Class 6*

<b>Ballot #</b>	<b>Name</b>	<b>Date Filed</b>	<b>Voting Amount</b>	<b>Class</b>	<b>Accept or Reject</b>
75	A&L TIRE CO. INC	11/12/2016	\$3,923.43	Class 6	Accept
11	AGGREGATE CRUSHER SPECIALISTS, INC.	10/31/2016	\$13,288.65	Class 6	Accept
5	AIRGAS SPECIALTY PRODUCTS	10/26/2016	\$20,715.00	Class 6	Accept
61	APEX LOGISTICS, LLC	11/14/2016	\$13,158.22	Class 6	Accept
74	ASAP EXPEDITING	11/12/2016	\$7,457.00	Class 6	Accept
49	AUTOMOTIVE RADIATOR SERVICE	11/7/2016	\$340.57	Class 6	Accept
43	CCA FINANCIAL, LLC	11/7/2016	\$82,482.00	Class 6	Accept
42	CONTRAST TECHNOLOGY SERVICES	11/4/2016	\$1,525.00	Class 6	Reject
64	DFC CERAMICS	11/14/2016	\$3,003.07	Class 6	Accept
15	EASTERN DRILLERS MANUFACTURING	10/31/2016	\$1,933.20	Class 6	Accept
14	EASTERN DRILLERS MANUFACTURING CO., INC.	10/31/2016	\$1,933.20	Class 6	Accept
53	GOLDER ASSOCIATES, INC.	11/10/2016	\$6,823.02	Class 6	Accept
6	HORIZON AIR MEASUREMENT SERVICES, INC.	10/28/2016	\$2,600.00	Class 6	Accept
7	HORIZON AIR MEASUREMENT SERVICES, INC.	10/28/2016	\$31,700.71	Class 6	Accept
22	MATSON LOGISTICS INC	10/31/2016	\$10,748.00	Class 6	Accept
30	MCENGLEEVAN INDUSTRIAL FURNACE CO	11/1/2016	\$4,984.00	Class 6	Reject
66	NORTHERN TOOL & EQUIPMENT	11/14/2016	\$202.62	Class 6	Accept
60	ORANGE COAST PETROLEUM	11/14/2016	\$1,165.59	Class 6	Accept
67	PACKWRAP BUSINESS CENTER INC.	11/14/2016	\$177.53	Class 6	Accept
56	PRAXAIR DISTRIBUTION INC.	11/10/2016	\$44,187.59	Class 6	Accept
16	PRECISION PUMP & MACHINE - KSB, INC.	10/31/2016	\$15,811.30	Class 6	Accept
52	ROAD MACHINERY, LLC	11/10/2016	\$75,743.28	Class 6	Accept
23	SCOTT A NORBY	10/31/2016	\$5,089.00	Class 6	Accept
69	STAFFORDS PEST CONTROL	11/14/2016	\$625.00	Class 6	Accept
32	WATSON BROTHERS INC.	11/1/2016	\$1,385.00	Class 6	Accept

**EXHIBIT A**

*Detailed Report of All*

*Ballots Received and Tabulated in Class 7*

<b>Ballot #</b>	<b>Name</b>	<b>Date Filed</b>	<b>Voting Amount</b>	<b>Class</b>	<b>Accept or Reject</b>
29	MONTANA DEPARTMENT OF TRANSPORTATION	11/1/2016	\$636.37	Class 7	Accept

**EXHIBIT A**

*Detailed Report of All*

*Ballots Received and Tabulated in Class 8*

<b>Ballot #</b>	<b>Name</b>	<b>Date Filed</b>	<b>Voting Amount</b>	<b>Class</b>	<b>Accept or Reject</b>
76	DAVIS BUSINESS MACHINES INC	11/15/2016	\$600.00	Class 8	Accept
13	DISPOSAL SERVICE OF MONTANA	10/31/2016	\$308.57	Class 8	Accept
27	FERGUS AUTO PARTS INC	11/1/2016	\$109.29	Class 8	Accept

**EXHIBIT A**  
*Detailed Report of All  
 Ballots Received and Tabulated in Class 9*

Ballot #	Name	Date Filed	Voting Amount	Class	Accept or Reject
48	AGGREGATE MACHINERY SPECIALIST	11/7/2016	\$1,300.00	Class 9	Accept
37	ALTERNATIVE MAINTENANCE SOLUTI	11/3/2016	\$2,714.55	Class 9	Accept
3	BARRICK TURQUOISE RIDGE INC.	10/26/2016	\$77,656.00	Class 9	Accept
44	CCA FINANCIAL, LLC	11/7/2016	\$85,723.79	Class 9	Accept
58	DESERT DISPOSAL	11/14/2016	\$3,448.00	Class 9	Accept
33	ENVIROSCIENTISTS, INC.	11/1/2016	\$786.01	Class 9	Accept
65	FAYE ANGELA DUNCAN	11/14/2016	\$858.35	Class 9	Accept
25	GARY M GROTH	10/31/2016	\$1.00	Class 9	Accept
46	HUMBOLDT LAND SURVEYING	11/7/2016	\$2,097.00	Class 9	Accept
54	INGE MAQUITTE DUNCAN	11/10/2016	\$884.38	Class 9	Accept
41	JANICE WISNIEWSKI	11/4/2016	\$1.00	Class 9	Accept
24	LECO CORPORATION	10/31/2016	\$5,308.50	Class 9	Accept
55	LYNN GALE DUNCAN	11/10/2016	\$858.35	Class 9	Accept
71	MAGA TRUCKING AND REPAIR, INC.	11/14/2016	\$43,809.73	Class 9	Reject
10	MATTHEW W DURACK	10/28/2016	\$1.00	Class 9	Accept
12	MINE VENTILATION SERVICES, INC.	10/31/2016	\$1,802.75	Class 9	Accept
20	NOEMI CARDENAS	10/31/2016	\$23.19	Class 9	Accept
73	PEOPLE'S CAPITAL AND LEASING	11/14/2016	\$988,970.92	Class 9	Accept
51	QUALITY TRANSPORTATION, INC.	11/9/2016	\$144,162.01	Class 9	Accept
31	QUALITY TRI-CO JANITORIAL	11/1/2016	\$588.00	Class 9	Accept
72	RALPH L. UBER ESTATE	11/10/2016	\$1.00	Class 9	Accept
18	RAY MORGAN COMPANY	10/31/2016	\$373.77	Class 9	Accept
38	SASHA L. MEYER	11/3/2016	\$7,765.00	Class 9	Accept
70	SMALL MINE DEVELOPMENT, LLC	11/14/2016	\$5,763,972.74	Class 9	Accept
47	THIESSEN TEAM USA, INC.	11/7/2016	\$58,212.11	Class 9	Accept

**EXHIBIT B**  
*Tabulation Summary*

**EXHIBIT B**  
*Tabulation Summary*

Class	Description	Ballots to Accept		Ballots to Reject		Ballots Abstaining	Dollars to Accept		Dollars to Reject		Dollars Abstaining
		Count	Percentage	Count	Percentage		Amount	Percentage	Amount	Percentage	
Class 4	Unsecured Claims Against Atna Resources, Ltd.	7	87.5%	1	12.5%	0	\$ 1,300,626.69	100.0%	\$ 1.00	0.0%	\$ -
Class 5	Unsecured Claims Against Canyon Resources Corporation	8	100.0%	0	0.0%	1	\$ 133,006.29	100.0%	\$ -	0.0%	\$ 2,550.00
Class 6	Unsecured Claims Against CR Briggs Corporation	23	92.0%	2	8.0%	1	\$ 344,492.98	98.1%	\$ 6,509.00	1.9%	\$ 522.91
Class 7	Unsecured Claims Against CR Montana Corporation	1	100.0%	0	0.0%	0	\$ 636.37	100.0%	\$ -	0.0%	\$ -
Class 8	Unsecured Claims Against CR Kendall Corporation	3	100.0%	0	0.0%	0	\$ 1,017.86	100.0%	\$ -	0.0%	\$ -
Class 9	Unsecured Claims Against Atna Resources, Inc.	24	96.0%	1	4.0%	3	\$ 7,147,509.42	99.4%	\$ 43,809.73	0.6%	\$ 4,667.10



## **EXHIBIT C**

### *Detailed Report of All Unacceptable Ballots Received*

**EXHIBIT C**  
*Detailed Report of All Unacceptable  
 Ballots Received*

Ballot #	Name	Date Filed	Voting Amount	Class	Accept or Reject	Reason Ballot Unacceptable
68	CGS, INC.	11/14/2016	\$1,604.02	Class 9	Abstain	Creditor did not include second page of ballot indicating vote
28	DAVIS BUSINESS MACHINES INC	11/1/2016	\$600.00	Class 8	Reject	Ballot amended by #76
17	JORDAN MADISON	10/31/2016	\$522.91	Class 6	Abstain	Creditor did not include second page of ballot indicating vote
21	PAUL LUBAR	10/31/2016	\$1.00	Class 9	Abstain	Creditor did not include second page of ballot indicating vote
19	TALLMAN LUMBER	10/31/2016	\$3,062.08	Class 9	Abstain	Creditor did not include second page of ballot indicating vote
57	TAXOPS	11/10/2016	\$2,550.00	Class 5	Abstain	Creditor did not include second page of ballot indicating vote

No. S-159677  
Vancouver Registry

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In the Supreme Court of British Columbia

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF CANYON RESOURCES CORPORATION,  
CR BRIGGS CORPORATION, CR MONTANA CORPORATION,  
CR KENDALL CORPORATION, ATNA RESOURCES LTD. AND  
HORIZON WYOMING URANIUM, INC.

AND

ATNA RESOURCES INC.

PETITIONER

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**AFFIDAVIT #6 OF KRYSTAL SHAYLER**

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**NORTON ROSE FULBRIGHT CANADA LLP**

Barristers & Solicitors  
1800 – 510 West Georgia Street  
Vancouver, BC V6B 0M3  
Telephone: (604) 687-6575  
Facsimile: (604) 641-4949  
Attention: Kieran E. Siddall

SCB/ker

Matter# 08-2216