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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11 Case No.:
	:	
MIAMI METALS I, INC., et al., ¹	:	18-13359 (SHL)
	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
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**WITHDRAWAL OF WHARF RESOURCES (U.S.A.), INC. FROM PARTICIPATION
IN UNIFORM PROCEDURES FOR RESOLUTION OF OWNERSHIP DISPUTES**

Pursuant to the Settlement Agreement (as defined below), Wharf Resources (U.S.A.), Inc. (“**Wharf**”), hereby withdraws (by this “**Withdrawal**”) with prejudice from participation in

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Miami Metals I, Inc. (f/k/a Republic Metals Refining Corporation), 15 West 47th Street, Suites 206 and 209, New York, NY 10036 (3194); Miami Metals II, Inc. (f/k/a Republic Metals Corporation), 12900 NW 38th Avenue, Miami, FL 33054 (4378); Miami Metals III LLC (f/k/a Republic Carbon Company), LLC, 5295 Northwest 163rd Street, Miami Gardens, FL 33014 (5833); Miami Metals IV LLC (f/k/a J & L Republic LLC, 12900 NW 38th Avenue, Miami, FL 33054 (7604); Miami Metals V LLC (f/k/a R & R Metals, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (7848); Miami Metals VI (f/k/a RMC Diamonds, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (1507); Miami Metals VII (f/k/a RMC2, LLC, 12900 NW 38th Avenue, Miami, FL 33054 (4696); Miami Metals VIII (f/k/a Republic High Tech Metals, LLC), 13001 NW 38 Avenue, Miami, FL 33054 (6102), 12900 NW 38th Avenue, Miami, FL 33054 (1507); Republic Metals Trading (Shanghai) Co., Ltd., 276 Ningbo Road, Huangpu District, Shanghai, P.R. 200001 China (1639); and Republic Trans Mexico Metals, S.R.L., Francisco I. Madero No. 55 Piso 5, Local 409, Centro Joyero Edificio Central, Delegación Cuauhtémoc, Mexico DF 6000 (2942).

the procedures set forth in the *Order Approving Uniform Procedures for Resolution of Ownership Disputes* [Dkt. No. 395] (the “**541 Procedures**”).

The Withdrawal is pursuant to that certain settlement agreement dated February 15, 2019 between Wharf, Republic Metals Refining Corporation (now known as Miami Metals I, Inc.) on behalf of itself and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”), and Coöperatieve Rabobank U.A., New York Branch; Brown Brothers Harriman & Co., Bank Hapoalim B.M., Mitsubishi International Corporation, ICBC Standard Bank PLC, Techemet Metal Trading LLC, Woodforest National Bank and Bank Leumi USA (collectively, the “**Senior Lenders**”) (the “**Settlement Agreement**”).²

In accordance with the Settlement Agreement, the (i) *Objection of Coeur Mining, Inc., Coeur Mexicana S.A. de C.V., Coeur Rochester, Inc. And Wharf Resources (U.S.A.), Inc. to (A) Debtors’ Motion for Entry of Final Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, And (III) Granting Related Relief, And (B) Joint Supplement of the Debtors and the Senior Lenders to the Cash Collateral Motion* [Dkt. No. 146] (the “**Cash Collateral Objection**”), and (ii) *Statement of Claimed Ownership and Claims of Coeur Mexicana S.A. de C.V., Coeur Rochester, Inc., and Wharf Resources (U.S.A.), Inc.* [Dkt. No. 470] and the *Supplemental Customer Statement of Coeur Mexicana S.A. de C.V., Coeur Rochester Inc., and Wharf Resources (U.S.A.), Inc.* [Dkt. No. 763] (collectively, the “**Customer Statement**”) are hereby deemed amended to reflect the withdrawal with prejudice of Wharf’s participation in the 541 Procedures. As provided in the Settlement Agreement, the Cash Collateral Objection and Customer Statement shall remain pending and in full force and effect

² The Settlement Agreement was filed on February 15, 2019, *see* Dkt. No. 632-1, and has been approved by the Court. *See* Dkt. No. 866 (Mar. 29, 2019).

with respect to Coeur Mexicana S.A. de C.V. (“**Coeur Mexicana**”) and Coeur Rochester, Inc. (“**Coeur Rochester**”). For the avoidance of doubt, the Withdrawal applies solely to Wharf and is entirely without prejudice to Coeur Mexicana and Coeur Rochester.

The Withdrawal is without prejudice to Wharf’s right to enforce its rights and the Debtors’ and Senior Lenders’ obligations under the Settlement Agreement, and is conditioned on the Debtors’ and Senior Lenders’ fulfilling each of their respective obligations thereunder. In the event that the Debtors or Senior Lenders fail to perform their obligations under the Settlement Agreement, the Withdrawal shall be immediately and automatically nullified and deemed to be withdrawn and ineffective.

Dated: New York, New York
April 1, 2019

GIBSON DUNN & CRUTCHER LLP

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