PLAN SUPPORT AGREEMENT

This PLAN SUPPORT AGREEMENT (this “Agreement”) is made and entered into as of May 22, 2019, by and among: (a) Miami Metals I, Inc. (f/k/a Republic Metals Refining Corporation); Miami Metals II, Inc. (f/k/a Republic Metals Corporation); Miami Metals III LLC (f/k/a Republic Carbon Company); Miami Metals IV LLC (f/k/a J & L Republic LLC); Miami Metals V LLC (f/k/a R & R Metals, LLC); Miami Metals VI (f/k/a RMC Diamonds, LLC); Miami Metals VII (f/k/a RMC2, LLC); Miami Metals VIII (f/k/a Republic High Tech Metals, LLC); Republic Metals Trading (Shanghai) Co., Ltd.; and Republic Trans Mexico Metals, S.R.L., (collectively, the “Debtors”); (b) Coöperative 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 Hain Capital Investors Master Fund, Ltd., and any transferee of the foregoing that becomes a Party (as defined below) in accordance with Section 8 hereof (collectively, the “Secured Parties”); (c) the Official Committee of Unsecured Creditors of the Debtors (the “Committee”); and (d) Bayside Metal Exchange, Coeur Rochester, Inc. c/o Coeur Mining, Inc., Cyber-Fox Trading, Inc., Minera Real de Ora S.A. de C.V., Pyropure Inc., So Accurate Group Inc., each on behalf of itself and its respective affiliates, and any transferee of the foregoing that becomes a Party in accordance with Section 8 hereof (collectively, the “Committee Members”). The Secured Parties, Committee, and Committee Members are referred to herein as the “Supporting Parties.” The Debtors and the Supporting Parties are referred to herein as the “Parties” and individually as a “Party.”

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the plan term sheet attached hereto as Exhibit A, which term sheet is expressly incorporated by reference herein and made a part of this Agreement as if fully set forth herein (as such term sheet may be amended or modified, the “Plan Term Sheet”).

REQUITAS

WHEREAS, on November 2, 2018 and November 21, 2018, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 - et seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which proceedings (the “Chapter 11 Cases”) are being jointly administered under Case No. 18-13359 (SHL);

WHEREAS, on November 19, 2018 the Committee was appointed;

WHEREAS, the Debtors stipulated that as of November 2, 2018 the Secured Parties were collectively owed over $177 million by the Debtors (the “Secured Party Claims”) under certain credit agreements, master netting agreements and lease agreements, and that these obligations were secured by valid and perfected liens on substantially all of the Debtors’ assets (other than Debtors Republic Metals Trading (Shanghai) Co., Ltd. and Republic Trans Mexico Metals, S.R.L.);

WHEREAS, the Bankruptcy Court has entered eight interim cash collateral orders [Docket Nos. 54, 277, 372, 538, 675, 864, 987 and [____]], pursuant to which, among other things, the Senior Lenders consented to the Debtors’ use of their cash collateral to fund the costs and expenses of administering the Chapter 11 Cases, and the Senior Lenders were granted superpriority claims
and adequate protection liens on substantially all of the Debtors’ assets to protect against any diminution in value of the Secured Parties’ prepetition collateral;

WHEREAS, the Debtors, Secured Parties, and Committee have engaged in arm’s length, good-faith discussions regarding, inter alia, challenges to the extent, validity, priority, and enforceability of the Secured Parties’ liens and claims against the Debtors (the “Lender Challenges”), as well as the wind-down of the Debtors’ estates pursuant to a chapter 11 plan of liquidation (the “Plan”);

WHEREAS, contemporaneously herewith, the Debtors, Secured Parties and Committee are entering into that certain Settlement Agreement (the “Settlement Agreement”), resolving, subject to approval of the Bankruptcy Court, disputes between the Committee and the Secured Parties regarding the Lender Challenges and the wind-down of the Chapter 11 Cases;

WHEREAS, this Agreement represents an integral component of the Settlement Agreement;

WHEREAS, pursuant to the Settlement Agreement, the Secured Parties will, inter alia: (i) assign (or otherwise transfer in a mutually agreeable manner) the Assigned Claims (as defined in the Settlement Agreement), including the Assigned Auditor Claims (as defined in the Settlement Agreement) and (ii) provide the Estate Litigation Fund (as defined in the Settlement Agreement) and the 503(b)(9) Fund (as defined in the Settlement Agreement); and

WHEREAS, subject to the appropriate approvals of the Bankruptcy Court, the terms of this Agreement and the Settlement Agreement set forth the Parties’ agreements concerning their respective obligations.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound, agrees as follows:

AGREEMENT

SECTION 1. Agreement Effective Date; Conditions to Effectiveness.

Other than with respect to Section 8, this Agreement shall be effective and binding on all Parties when (a) the Bankruptcy Court has authorized the Debtors’ entry into this Agreement and (b) the Settlement Agreement has been executed by the parties thereto, approved by the Bankruptcy Court, and otherwise becomes effective by its terms. Section 8 of this Agreement shall be effective immediately upon execution by all of the Parties; provided, however, that the obligations of the Parties arising under Section 8 of this Agreement shall automatically terminate if the Bankruptcy Court does not enter an order authorizing the Debtors’ entry into this Agreement on or before June 21, 2019, unless affirmatively extended by the written consent of all Parties (which consent may be made via email delivered by counsel to each Party).
SECTION 2. Plan Term Sheet.

The Plan Term Sheet sets forth the principal terms of an orderly liquidation of the remaining assets of the Debtors and satisfaction of existing debt and other obligations of the Debtors, which shall be effected through the Plan.

SECTION 3. The Plan and Related Documents.

The Plan shall be consistent in all material respects with the Plan Term Sheet, this Agreement, and the Settlement Agreement. All documents related to the Plan (the “Plan Documents”), including (a) the disclosure statement related to the Plan (the “Disclosure Statement”), (b) the materials related to the solicitation of votes to accept or reject the Plan (the “Solicitation Materials”), (c) the motion to approve the Disclosure Statement and the Solicitation Materials (the “Solicitation Motion”), and the order entered by the Bankruptcy Court approving the Disclosure Statement and the Solicitation Materials, (d) all supplements to the Plan, (e) the order entered by the Bankruptcy Court confirming the Plan, including all exhibits, supplements, appendices and related documents (the “Confirmation Order”), and (f) the trust agreement (the “Trust Agreement”) establishing and governing a liquidating trust (the “Litigation Trust”) under the Plan, shall be consistent in all material respects with the Plan Term Sheet, the Settlement Agreement, and this Agreement, and shall be in a form reasonably satisfactory to the Parties.

SECTION 4. Commitments.

4.2 Agreement of the Supporting Parties.

As long as this Agreement has not been terminated pursuant to the terms hereof, each Supporting Party agrees that it shall:

i. to the extent solicited, and upon receipt of the Disclosure Statement and Solicitation Materials approved by the Bankruptcy Court, timely vote or cause or direct to be voted all of its Claims (as defined in the Bankruptcy Code) in favor of the Plan by delivering its duly executed and completed ballot or ballots accepting such Plan on a timely basis following the commencement of the solicitation;

ii. not change or withdraw (or cause or direct to be changed or withdrawn) such vote;

iii. not directly or indirectly object to, delay, impede or take any other action to materially interfere with the preparation, solicitation, acceptance, confirmation, consummation, or implementation of the Plan;

iv. not directly or indirectly seek, solicit, encourage, formulate, consent to, propose, file, support, negotiate, participate in, or vote for any restructuring, workout, plan of reorganization or liquidation, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, or partnership inconsistent with the transactions contemplated under this Agreement, the Settlement Agreement, the Plan Term Sheet, the Plan and the Plan Documents;
v. not file any motion or pleading with the Bankruptcy Court or take any other action that, directly or indirectly, in whole or in part, is inconsistent in any material respect with this Agreement, the Plan Term Sheet, or the Plan, including without limitation, by seeking to convert the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or, with respect to the Secured Parties, taking any such action through the exercise of any right or remedy available under any order authorizing the use of cash collateral in the Chapter 11 Cases ("Cash Collateral Order"); provided, however, that continued pursuit of any ownership claims pursuant to the Uniform Procedures (as defined in the Plan Term Sheet) by any Supporting Party shall not be deemed a violation hereof; and

vi. take any and all reasonably necessary and appropriate actions in furtherance of this Agreement and the transactions contemplated under this Agreement.

4.3 **Affirmative Covenants of the Debtors.**

Subject to the terms and conditions hereof, and for so long as this Agreement has not been terminated in accordance with its terms, the Debtors agree to comply with the following covenants:

i. Use commercially reasonable efforts to take all actions necessary to carry out the terms of this Agreement and the Plan Term Sheet;

ii. Use commercially reasonable efforts to file, as soon as reasonably practicable following the approval of this Agreement, a Plan, Disclosure Statement, and Solicitation Motion that are each consistent with this Agreement and the Plan Term Sheet and are otherwise reasonably acceptable to the Supporting Parties;

iii. (i) maintain its books and records, (ii) upon request, provide the Supporting Parties with financial information regarding, and reasonable access to, the Debtors’ books and records, (iii) not take any action outside the ordinary course of business without approval from the Bankruptcy Court and consent from the Senior Lenders and Committee (which consent not to be unreasonably withheld), and (iv) timely pay any and all required fees and taxes required to be paid;

iv. Not take any action that is inconsistent with the approval of the Disclosure Statement, the solicitation of votes on the Plan, and obtaining confirmation of the Plan;

v. Object to any motion filed with the Bankruptcy Court by any non-Party seeking the entry of an order (a) appointing an examiner with expanded powers or a trustee, (b) converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Chapter 11 Cases; and

vi. Use commercially reasonable efforts to prosecute confirmation of the Plan, obtain entry of the Confirmation Order, and satisfy all conditions to the effectiveness of the Plan as soon as reasonably practicable.
4.4 Negative Covenants of the Debtors.

Subject to the terms and conditions hereof, and for so long as this Agreement has not been terminated in accordance with its terms, the Debtors shall not, directly or indirectly:

i. Modify (or seek to modify) the Plan, in whole or in part, in a manner that is materially inconsistent with this Agreement or the Plan Term Sheet, absent the written consent of each Supporting Party (which consent may not be unreasonably withheld);

ii. Take any action that is materially inconsistent with this Agreement or the Plan Term Sheet, or that would delay or obstruct the proposal, solicitation, confirmation, or consummation of the Plan;

iii. File any motion or pleading with the Bankruptcy Court that, in whole or in part, is inconsistent in any material respect with this Agreement, the Plan Term Sheet or the Plan; and

iv. Withdraw or revoke the Plan or publicly announce its intention not to pursue the Plan.

4.5 Definitive Documents.

Each Party hereby covenants and agrees, severally and not jointly, to negotiate in good faith each of the documents implementing, achieving and relating to the Plan, including without limitation, the Plan Documents.

Each Party shall have the right to review and comment on the Plan Documents, and such documents shall be reasonably acceptable to the Parties in form and substance prior to filing with the Bankruptcy Court, which consent shall not be unreasonably withheld (if consent is withheld, the Party withholding consent shall have the burden of proving that consent was reasonably withheld). If any of the Plan Documents are not reasonably acceptable to any of the Parties, such Party may object to them, and the rights of any other Party to respond are preserved.

4.6 Fiduciary Obligations.

Nothing in this Agreement shall prevent the Debtors, the Committee, or Committee Members (in their capacity as members of the Committee) from taking or failing to take any action that they are obligated to take (or not take, as the case may be) in the performance of any fiduciary duty, provided, that it is agreed that any such action that results in a Termination Event hereunder shall be subject to the provisions set forth in Section 6 hereto. Each Debtor, the Committee and each Committee Member (in their capacity as a member of the Committee) hereby represents that as of the date hereof, such Party believes that its entry into this Agreement is consistent with such Party’s respective fiduciary duties based upon the facts and circumstances actually known by such Party as of the date hereof.

SECTION 5. Mutual Representations, Warranties, and Covenants.

Each Party makes the following representations, warranties, and covenants to the other Party, each of which are continuing representations, warranties, and covenants:
Subject to Section 1, this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws;

Except as expressly provided in this Agreement, it has all requisite direct or indirect power and authority to enter into this Agreement and perform its respective obligations under this Agreement;

The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part and no consent, approval or action of, filing with or notice to any governmental or regulatory authority is required in connection with the execution, delivery and performance of this Agreement; and

It has had the opportunity to review this Agreement with legal counsel and has not relied on any statements made by any other Party or its legal counsel as to the meaning of any term or condition contained herein or in deciding whether to enter into this Agreement or the transactions contemplated hereby.

SECTION 6. Termination Events.

6.1 Mutual Termination. This Agreement may be terminated by mutual agreement of the Parties upon the receipt of written notice delivered in accordance with Section 10.11 hereof.

6.2 Secured Party and Committee Member Termination Events.

A Secured Party or Committee Member may terminate its obligations and liabilities under this Agreement upon three (3) business days prior written notice delivered to the other Parties identified in Section 10.11 and in accordance with Section 10.11 hereof, upon the occurrence and continuation of any of the following events (each, a “Secured Party and Committee Member Termination Event”):

i. the entry of an order in the Chapter 11 Cases modifying, staying, reversing or vacating the order approving this Agreement or the order approving the Settlement Agreement, in each case without the prior consent of such Secured Party or such Committee Member;

ii. the Bankruptcy Court has not entered a Confirmation Order approving the Plan on or before August 31, 2019 (the “Outside Date”); provided that (i) the Outside Date shall be automatically extended to October 15, 2019 if the Bankruptcy Court has approved the Disclosure Statement and the solicitation of votes on the Plan on or before August 31, 2019 and the Parties are continuing to prosecute confirmation of the Plan and entry of the Confirmation Order as soon as reasonably practicable and (ii) the Outside Date may be further extended by mutual agreement of the Parties;

iii. the breach or noncompliance by the Debtors or any other Supporting Party of (or failure to satisfy) any of the obligations, representations, warranties, or covenants of the Debtors or other Supporting Party, as applicable, set forth in this Agreement or the
Settlement Agreement that remains uncured for five (5) business days after the receipt by the Debtors or other Supporting Party, as applicable, of written notice of such breach, but solely to the extent such breach or noncompliance materially affects the ability of the Debtors and the other Supporting Parties to consummate the transactions contemplated herein;

iv. the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that would have a material adverse impact on the consummation of the Plan (taken as a whole);

v. a Secured Party or Committee Member terminates its obligations and liabilities under this Agreement pursuant to this Section 6.2, and such termination materially affects the ability of the Debtors and the remaining Supporting Parties to consummate the transactions contemplated herein; or

vi. entry of an order (a) appointing an examiner with expanded powers or a trustee, (b) converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Chapter 11 Cases.

6.3 Debtor Termination Events.

The Debtors may terminate their obligations and liabilities under this Agreement upon three (3) business days prior written notice delivered to the Parties identified in Section 10.11 in accordance with Section 10.11 hereof, upon the occurrence of any of the following events (each, a “Debtor Termination Event”):

i. the entry of an order in the Chapter 11 Cases modifying, staying, reversing or vacating the order approving this Agreement or the order approving the Settlement Agreement, in each case without the prior consent of the Debtors;

ii. the Bankruptcy Court has not entered a Confirmation Order approving the Plan on or before the Outside Date, as such date may be extended pursuant to Section 6.2(ii) above;

iii. the breach or noncompliance by a Supporting Party of (or failure to satisfy) any of the obligations, representations, warranties, or covenants of the Supporting Party set forth in this Agreement that remains uncured for five (5) business days after the receipt by the Supporting Party of written notice of such breach, but solely to the extent such breach or noncompliance materially affects the ability of the Debtors and the other Supporting Parties to consummate transactions contemplated herein;

iv. the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that would have a material adverse impact on the consummation of the Plan (taken as a whole);

v. the Debtors’ determination that proceeding with the transactions contemplated by this Agreement would be inconsistent with the continued exercise of their fiduciary duties;
vi. a Secured Party or Committee Member terminates its obligations and liabilities under this Agreement pursuant to Section 6.2, and such termination materially affects the ability of the Debtors and the remaining Supporting Parties to consummate the transactions contemplated herein; or

vii. entry of an order (a) appointing an examiner with expanded powers or a trustee, (b) converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Chapter 11 Cases.

6.4 Committee Termination Events.

The Committee may terminate its obligations and liabilities under this Agreement upon three (3) business days prior written notice delivered to the Parties identified in Section 10.11 in accordance with Section 10.11 hereof, upon the occurrence of any of the following events (each, a “Committee Termination Event” and together with the Debtor Termination Events and Secured Party and Committee Member Termination Events, the “Termination Events”, and each a “Termination Event”):

i. the entry of an order in the Chapter 11 Cases modifying, staying, reversing or vacating the order approving this Agreement or the order approving the Settlement Agreement, in each case without the prior consent of the Committee;

ii. the Bankruptcy Court has not entered a Confirmation Order approving the Plan on or before the Outside Date, as such date may be extended pursuant to Section 6.2(ii) above;

iii. the breach or noncompliance by the Debtors or any other Supporting Party of (or failure to satisfy) any of the obligations, representations, warranties, or covenants of the Debtors or other Supporting Party, as applicable, set forth in this Agreement that remains uncured for five business days after the receipt by the Debtors or other Supporting Party, as applicable, of written notice of such breach, but solely to the extent such breach or noncompliance materially affects the ability of the Debtors and the other Supporting Parties to consummate transactions contemplated herein;

iv. the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that would have a material adverse impact on the consummation of the Plan (taken as a whole);

v. the Committee’s determination that proceeding with the transactions contemplated by this Agreement would be inconsistent with the continued exercise of its fiduciary duties;

vi. a Secured Party or a Committee Member terminates its obligations and liabilities under this Agreement pursuant to Section 6.2, and such termination materially affects the ability of the Debtors and the remaining Supporting Parties to consummate the transactions contemplated herein; or
vii. entry of an order (a) appointing an examiner with expanded powers or a trustee, (b) converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Chapter 11 Cases.

6.5 Effect of Termination.

i. Upon any termination of their respective obligations and liabilities under this Agreement by the Debtors or Committee under Section 6.3 or Section 6.4, as applicable, (i) this Agreement shall be of no further force and effect and each Party hereto shall be released from its commitments, undertakings, and agreements under or related to this Agreement and the Plan Term Sheet, and (ii) any and all consents and ballots tendered by the Supporting Parties prior to such termination may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek a court order or consent from the Debtors allowing such change or resubmission). Upon any termination of its obligations and liabilities under this Agreement by a Secured Party or a Committee Member under Section 6.2, any and all consents and ballots tendered by such Party prior to such termination may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek a court order or consent from the Debtors allowing such change or resubmission). Notwithstanding the foregoing, any claim for breach of this Agreement that occurred prior to the date of a Party’s valid termination of this Agreement and all rights and remedies of the Parties hereto shall not be prejudiced as a result of termination.

ii. Notwithstanding any provision in this Agreement to the contrary (with the exception of Sections 6.3(v) and 6.4(v)), no Party may terminate its obligations and liabilities under this Agreement if such Party is in breach of any provision hereof.

iii. Notwithstanding any provision in this Agreement to the contrary, a Party may agree to continue to be bound by the terms of this Agreement notwithstanding a breach of the Agreement by any other Party, and may in such case seek specific performance of the Agreement pursuant to Section 10.15 hereof.

6.6 Termination Upon Effective Date of the Plan.

This Agreement shall terminate automatically without any further required action or notice upon the effective date of the Plan.

SECTION 7. Amendments.

This Agreement and the Plan Term Sheet may not be modified, amended, or supplemented, nor may any terms and conditions hereof or thereof be waived, without the prior written agreement of the Parties.

SECTION 8. Transfer of Claims.

Except as expressly provided herein, this Agreement shall not in any way restrict the right or ability of any Supporting Party to sell, use, assign, transfer or otherwise dispose of (“Transfer”)
any claims as such term is defined in section 101(5) of the Bankruptcy Code (each a “Claim” and, collectively, the “Claims”); provided, however, that, from the date each Supporting Party executes this Agreement until the termination of this Agreement pursuant to the terms hereof, no Supporting Party shall Transfer any Claims, and any purported Transfer of Claims shall be null and void ab initio, unless (a) the transferee is a Party, or (b) if the transferee is not a Party, such transferee delivers to the other Parties within three (3) business days of the Transfer an executed joinder to this Agreement in a form reasonably satisfactory to the non-transferring Parties pursuant to which such transferee shall have assumed all obligations of the Supporting Party transferring such Claims and shall become a Supporting Party. The failure by a Supporting Party to comply with the Transfer procedure described in the proviso of the immediately preceding sentence (resulting in such Transfer becoming null and void ab initio) shall not constitute a material breach for purposes of Section 6 hereof. This Agreement shall in no way be construed to preclude any Supporting Party from acquiring additional Claims; provided, however, that any such additional Claims acquired by a Supporting Party shall automatically and immediately upon acquisition by such Supporting Party be deemed subject to all of the terms of this Agreement, whether or not notice of such acquisition is given to the Debtors, and, so long as this Agreement has not been terminated, such Supporting Party shall vote (or cause to be voted) any such additional Claims in favor of the Plan in accordance and consistent with this Agreement.


Notwithstanding anything to the contrary herein, this Agreement is not and shall not be deemed to be a solicitation of consents to, or votes upon, the Plan or any chapter 11 plan. Solicitation of consents to, or votes upon, the Plan shall only occur pursuant to the Disclosure Statement Order entered by the Bankruptcy Court.

SECTION 10. Miscellaneous.

10.1 Resolution of Disputes.

Any disputes in any way relating to this Agreement, the Plan, the Plan Term Sheet and/or the Plan Documents shall be resolved by the Bankruptcy Court.

10.2 Further Assurances.

Subject to the other terms hereof, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be commercially reasonably appropriate or necessary, from time to time, to effectuate the Plan in a manner consistent with the terms set forth in the Plan Term Sheet, as applicable, and in accordance with this Agreement.

10.3 Complete Agreement.

This Agreement, the Plan Term Sheet, and the Settlement Agreement represent the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, between the Parties with respect thereto. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement or the Plan Term Sheet shall be
made against any Party, except on the basis of a written instrument executed by or on behalf of such Party.

10.4 Parties.

This Agreement shall be binding upon, and inure to the benefit of, the Parties. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other person or entity. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

10.5 Headings.

The headings of all Sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

10.6 Governing Law.

THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement in the Bankruptcy Court, and solely in connection with claims arising under this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court, and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto. Each Party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

10.7 Execution of Agreement.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of a signature page to this Agreement by facsimile or other electronic means shall be effective as delivery of the original signature page to this Agreement. The Parties authorize their counsel to sign this Agreement on their behalf.

10.8 Interpretation.

This Agreement is the product of negotiations between the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.
10.9 Successors and Assigns.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives, other than a trustee or similar representative appointed in a bankruptcy case.

10.10 Reservation of Rights.

The Parties acknowledge that (i) certain Committee Members assert a Title Property Claim (as defined in the Plan Term Sheet), (ii) the validity of such Title Property Claims are being litigated pursuant to the Uniform Procedures (as defined in the Plan Term Sheet), and (iii) the Committee Members asserting Title Property Claims only assert “Claims” (as defined in the Bankruptcy Code) to the extent that their Title Property Claims are deemed invalid, or there are insufficient assets held by the Debtors to satisfy all Allowed Title Property Claims. Accordingly, and notwithstanding anything to the contrary set forth herein or in the Plan Term Sheet, the Parties acknowledge and agree that the obligations of the Committee Members to vote or otherwise take actions (or refrain from taking actions) with respect to their “Claims” is not an admission as to the invalidity of any Title Property Claim or the existence of any “Claim” of such Committee Member, and all rights to continue to prosecute such Committee Member’s Title Property Claims are expressly reserved.

10.11 Notices.

All notices hereunder shall be deemed given if in writing and delivered, if sent by electronic mail and overnight delivery to the following addresses (or at such other addresses as shall be specified by like notice):

if to the Debtors:

Akerman LLP
2001 Ross Avenue, Suite 3600
Dallas, TX 75201
Attention: John E. Mitchell
Email Address: john.mitchell@akerman.com

if to the Secured Parties:

Luskin, Stern & Eisler LLP
Eleven Times Square
New York, NY 10036
Attention: Richard Stern, Michael Luskin, Alex Talesnick
Email Address: stern@lsellp.com
luskin@lsellp.com
talesnick@lsellp.com

if to the Committee:

Cooley LLP
55 Hudson Yards
New York, NY 10001
Attention: Seth Van Aalten
Email Address: svanaalten@cooley.com

If to a Committee Member:

The name and address included in the applicable signature block.

Any notice given by electronic mail and overnight delivery shall be effective when sent.

10.12 Non-Waiver.

If the Plan is not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights and pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding.

10.13 Several, Not Joint, Obligations.

Other than with respect to the Debtors, the agreements, representations, and obligations of the Parties under this Agreement are, in all respects, several and not joint or joint and several.

10.14 Remedies.

All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party or any other Party.

10.15 Specific Performance.

This Agreement is intended as a binding commitment enforceable in accordance with its terms against the Parties. It is understood and agreed by each of the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive relief or other equitable relief as remedy of any such breach.

10.16 No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other person or entity shall be a third-party beneficiary hereof.

10.17 Automatic Stay.

The Parties acknowledge that the giving of notice or termination by any Party pursuant to this Agreement shall not be violation of the automatic stay of Section 362 of the Bankruptcy Code. Specifically, the Debtors acknowledge and agree and shall not dispute that the giving of notice of
termination by a Supporting Party pursuant to this Agreement shall not be a violation of the automatic stay of Section 362 of the Bankruptcy Code (and the Debtors hereby waive, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice).
IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

Scott Avila, CRO, on behalf of the DEBTORS
John E. Mitchell
12900 NW 38th Avenue
Miami, FL 33054
Telephone: (310) 754-1324
savila@paladinmgmt.com

Cooley LLP on behalf of the COMMITTEE
Seth Van Aalten
Robert Winning
55 Hudson Yards
New York, NY 10001
Telephone: (212) 479-6000
svanaalten@cooley.com
rwinning@cooley.com
Halperin Battaglia Benzija LLP on behalf of
BAYSIDE METAL EXCHANGE (Committee Member)
Alan D. Halperin
Donna H. Lieberman
40 Wall Street, 37th Floor
New York, NY 10005
Telephone: (212) 765-9100
ahalperin@halperinlaw.net
dlieberman@halperinlaw.net

Gibson, Dunn & Crutcher LLP on behalf of
COEUR ROCHESTER, INC. (Committee Member)
Keith R. Martorana
200 Park Avenue
New York, NY 10166
Telephone: (212) 351-4000
kmartorana@gibsondunn.com

Rich Michaelson Magaliff, LLP on behalf of
CYBER-FOX TRADING, INC. (Committee Member)
Howard P. Magaliff
335 Madison Avenue, 9th Floor
New York, NY 10017
Telephone: (646) 453-7851
hmagaliff@r3mlaw.com

LeClairRyan PLLC on behalf of
MINERA REAL DE ORA S.A. DE C.V. C/O ARGONAUT GOLD, INC.
(Committee Member)
Janice B. Grubin
885 Third Avenue, 16th Floor
New York, NY 10022
Telephone: (212) 634-5016
Janice.grubin@leclairryan.com

[Signature Page to Plan Support Agreement]
PYROPURE, INC. D/B/A PYROMET (Committee Member)
Randy Klein
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Aston, PA 19014
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Morris James LLP on behalf of
SO ACCURATE GROUP (Committee Member)
Eric Monzo
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Wilmington, DE 19801
Telephone: (302) 888-6800
emonzo@morrisjames.com
COÖPERATIEVE RABOBANK U.A.,
NEW YORK BRANCH, as Secured Party

By: ________________________________
   Name: ____________________________
   Title: _____________________________

By: ________________________________
   Name: ____________________________
   Title: _____________________________
BROWN BROTHERS HARRIMAN & CO.,
as Secured Party

By: ________________________________
   
   Name: _____________________________
   Title: ______________________________
BANK HAPOALIM B.M., as Secured Party

By:  

Name:  
Title:  

By:  

Name:  
Title:  

[Signature Page to Plan Support Agreement]
MITSUBISHI INTERNATIONAL CORPORATION, as Secured Party

By: ______________________________

Name: ______________________________
Title: ______________________________
ICBC STANDARD BANK PLC,
as Secured Party

By: ________________________________
   Name: ___________________________
   Title: ____________________________

By: ________________________________
   Name: ___________________________
   Title: ____________________________
TECHEMET METAL TRADING LLC,
as Secured Party

By: ________________________________
   Name:
   Title:
WOODFOREST NATIONAL BANK,
as Secured Party

By:  
Name:  
Title:  

[Signature Page to Plan Support Agreement]
HAIN CAPITAL INVESTORS MASTER FUND, LTD., as Secured Party

By: ________________________________

Name:

Title:
EXHIBIT A

PLAN TERM SHEET
PLAN TERM SHEET

This Plan Term Sheet sets forth the principal terms of an orderly liquidation of the remaining assets of the Debtors and satisfaction of existing debt and other obligations of the Debtors, which shall be effected through the Plan. This Term Sheet incorporates the rules of construction set forth in § 102 of the Bankruptcy Code. Capitalized terms used but not otherwise defined in Plan Term Sheet shall have the meanings ascribed to them in the Plan Support Agreement.

This Term Sheet does not include a description of all of the terms, conditions, and other provisions that are to be contained in the definitive restructuring documents, which remain subject to discussion and negotiation in accordance with this Plan Term Sheet and the Plan Support Agreement. The definitive restructuring documents will contain terms and conditions that are dependent on each other, including those described in this Plan Term Sheet.
**THE LIQUIDATION**

<table>
<thead>
<tr>
<th>Structure</th>
<th>(1) The Litigation Trust shall be established pursuant to the terms of the Trust Agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(2) The Estate Litigation Fund, the Assigned Claims, the 503(b)(9) Fund, the Priority Reserves (defined below) and all causes of action and other rights, title, and assets of the Debtors will be transferred to the Litigation Trust, including without limitation all claims and causes of action arising under chapter 5 of the Bankruptcy Code and any derivative claims of the Debtors.</td>
</tr>
<tr>
<td></td>
<td>(3) The Litigation Trust shall resolve all Claims remaining against the Debtors as of the effective date of the Plan and shall make periodic distributions to holders of Claims that are deemed to be “allowed” by the Litigation Trust or the Bankruptcy Court in accordance with the terms of the Plan and Trust Agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Waiver of Adequate Protection Liens and Claims</th>
<th>On the effective date of the Plan, the Secured Parties’ Adequate Protection Liens and Adequate Protection Superpriority Claims (as such terms are defined in the Cash Collateral Order) shall be disallowed, waived, and automatically cancelled.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of 503(b)(9) Fund</td>
<td>On the effective date of the Plan, the Secured Parties shall release $2,000,000 of Cash Collateral (as defined in the Cash Collateral Order) to fund the 503(b)(9) Fund.</td>
</tr>
<tr>
<td>Ownership Reserve</td>
<td>The Plan shall provide for the creation of a reserve comprised of the proceeds generated by the sale of precious-metal inventory other than any Undisputed Collateral (the “Ownership Reserve”).</td>
</tr>
<tr>
<td>Title Property Claims</td>
<td>Claims (“Title Property Claims”) by entities to ownership of precious metal or the proceeds thereof in the possession of the Debtors (“Title Property”) asserted pursuant to the Bankruptcy Court’s Second Amended Order Approving Uniform Procedures for Resolution of Ownership Disputes (as amended from time to time, the “Uniform Procedures”) [Docket No. 1056] will be treated as follows:</td>
</tr>
</tbody>
</table>

  o When a holder of a Title Property Claim has also filed a proof of claim against the Debtors’ estates based on the same conduct or transaction(s) underlying their Title Property Claim(s) (a “Non-Title Property Claim”), no distribution will be made on account of such holder’s Non-Title Property Claim(s) until the Title Property Claim is withdrawn, adjudicated by final order of the Bankruptcy Court, or resolved by the agreement of the parties and the Non-Title Property Claim becomes an allowed claim. |

  o A holder of a Title Property Claim may waive or withdraw its Title Property Claim(s) at any time prior to the effective date of the Plan, in which case it will recover on account of its allowed Non-Title Property Claim(s). |
Claim(s), including any allowed 503(b)(9) claim or general unsecured claim, in the same manner and at the same time as other holders of similarly-situated allowed claims. If a holder of a Title Property Claim elects to waive or withdraw its Title Property Claim(s) prior to the effective date of the Plan, all litigation with respect to its Title Property Claim (whether under the Uniform Procedures or otherwise) shall be deemed discontinued with prejudice, and the Secured Parties and the Debtors will waive any right they may have to seek to recover litigation expenses incurred by the Debtors and the Secured Parties in connection with such Title Property Claim.

- Upon entry of a final order determining that a holder of a Title Property Claim holds title to all or a portion of such Title Property, or the agreement of the parties that a holder of a Title Property Claim holds title to all or a portion of such Title Property (in each case, with respect to the portion of the Title Property to which such entity is determined to hold title, an “Allowed Title Property Claim Holder”), the Allowed Title Property Claim Holder shall receive its Title Property from the Ownership Reserve; provided, however, that an appropriate portion of the Title Property will be withheld from such recovery so as to satisfy the Holdback Amount (defined below) until such time as (i) the amounts held in the Ownership Reserve exceed the aggregate face amount of the outstanding Title Property Claims, or (ii) all Title Ownership Claims have been resolved by the parties or adjudicated pursuant to a final order.

- In the event that, at any time, the Ownership Reserve does not exceed the aggregate face amount of the Allowed Title Property Claims plus the remaining outstanding Title Property Claims, then each Allowed Title Property Claim Holder shall recover only a portion of their Title Property such that a sufficient amount of assets remain in the Ownership Reserve to ensure a pro rata distribution to all holders of outstanding Title Property Claims from the Ownership Reserve assuming that all outstanding Title Property Claims become Allowed Title Property Claims. The portion of any Title Property that is withheld from immediate distribution in accordance with the foregoing is defined as the “Holdback Amount” herein. A portion of the Holdback Amount will be distributed to Allowed Title Property Claim Holders on a periodic basis as Title Property disputes are resolved. Upon the final adjudication of all Title Property Claims, if the Ownership Reserve does not exceed the aggregate face amount of the Allowed Title Property Claims, then each Allowed Title Property Claim Holder shall recover their pro rata share of the Ownership Reserve.

- The Litigation Trust shall be granted standing to seek to surcharge the Title Property of an Allowed Title Property Claim Holder for the costs incurred by the Debtors’ estates in liquidating such Title Property for the benefit of such holder (if any).
<table>
<thead>
<tr>
<th>Section</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td>Priority Reserves</td>
<td>Upon entry of a final order determining that a holder of a Title Property Claim does not hold title to such Title Property, or if a holder of a Title Property Claim elects at any time after the Plan effective date to waive or withdraw its Title Property Claim, such holder will recover on account of any allowed Non-Title Property Claim it may have against the Debtors’ estates in the same manner as other holders of similarly-situated allowed claims (retroactive to the Plan effective date).</td>
</tr>
<tr>
<td>Priority Reserves</td>
<td>On the effective date of the Plan, reasonable reserves (the “Priority Reserves”) shall be established from Cash Collateral for Administrative Claims, Priority Tax Claims, Miscellaneous Secured Claims, and Priority Non-Tax Claims (as each is defined below).</td>
</tr>
<tr>
<td>Litigation Trustee &amp; Oversight</td>
<td>The Committee will appoint the trustee of the Litigation Trust in consultation with the Secured Parties, whose identity will be disclosed in the appropriate supplement to the Plan.</td>
</tr>
<tr>
<td>Committee</td>
<td>The Trust Agreement will provide for the creation of a committee (the “Oversight Committee”) to oversee material determinations of the Litigation Trust. The initial Oversight Committee shall be comprised of members of the Committee and the Secured Parties (in their capacity as unsecured creditors), with the members of the Committee representing not less than 51% of the members of the Oversight Committee.</td>
</tr>
<tr>
<td>Exculpation</td>
<td>The Plan shall provide certain customary exculpation provisions, which shall include a full exculpation from liability in favor of the Debtors, the Secured Parties, the Committee, and the members of the Committee, and all of the foregoing parties’ respective current officers, directors, members, employees, advisors, attorneys, professionals, and other representatives from any and all claims and causes of action arising after November 2, 2018 relating to any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, soliciting, confirming or consummating the Settlement Agreement, PSA, Plan, Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, with the sole exception of willful misconduct or gross negligence, as determined by a final order of a court of competent jurisdiction.</td>
</tr>
<tr>
<td>Releases</td>
<td>To the extent permitted by applicable law, the Plan shall provide certain customary release provisions in favor of the Secured Parties and their respective officers, directors, members, employees, advisors, attorneys, professionals, and other representatives.</td>
</tr>
<tr>
<td>Executory Contracts and Unexpired</td>
<td>The Plan will provide that the executory contracts and unexpired leases that are not assumed or rejected as of the Effective Date pursuant to the Plan or a separate motion will be deemed rejected pursuant to section 365 of the Bankruptcy Code.</td>
</tr>
<tr>
<td>Leases</td>
<td>The Plan shall also contain certain miscellaneous provisions customary for a reorganization of this size and type, including, for example, provisions regarding professional fee claims, bar dates, modifications and amendments to</td>
</tr>
</tbody>
</table>
the Plan, the severability of Plan provisions, the dissolution of various committees and certain other items.

## TREATMENT OF CLAIMS UNDER THE PLAN

<table>
<thead>
<tr>
<th>Class Description</th>
<th>Proposed Treatment</th>
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<tbody>
<tr>
<td>Claims for costs and expenses of administration of the Debtors’ estates pursuant to section 503(b) (other than 503(b)(9)) (“Administrative Claims”)</td>
<td>On or as soon as reasonably practicable after the later of (i) the effective date of the Plan or (ii) the date such Administrative Claim becomes an allowed Administrative Claim, a holder of an allowed Administrative Claim shall receive, in full satisfaction, settlement, release and discharge of, and in exchange for, such allowed Administrative Claim, (a) cash equal to the unpaid portion of the face amount of such allowed Administrative Claim or (b) such other treatment as to which such Holder and the Debtors or the Litigation Trust, as applicable, shall have agreed upon in writing.</td>
</tr>
<tr>
<td>Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code (“Priority Tax Claims”)</td>
<td>On or as soon as reasonably practicable after the later of (i) the Plan effective date or (ii) the date such Priority Tax Claim becomes an allowed Priority Tax Claim, a holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, settlement, release and discharge of, and in exchange for, such Allowed Priority Tax Claim, (a) cash equal to the unpaid portion of the face amount of such Allowed Priority Tax Claim or (b) such other treatment as to which such holder and the Debtors or the Litigation Trust, as applicable, shall have agreed upon in writing.</td>
</tr>
<tr>
<td>Claims arising under section 503(b)(9) (“503(b)(9) Claims”)</td>
<td>On or as soon as reasonably practicable after the later of (i) the Plan effective date or (ii) the date such 503(b)(9) Claim becomes an allowed 503(b)(9) Claim, a holder of an allowed 503(b)(9) Claim shall receive, in full satisfaction, settlement, release and discharge of, and in exchange for, such allowed 503(b)(9) Claim, (i) a pro rata distribution from the 503(b)(9) Fund and (ii) subject to the GUC Sharing Formula (defined below), a pro rata distribution of the net proceeds of (a) the Assigned Claims (subject to the Auditor Claim Waterfall) and (b) all of the Debtors’ rights, claims and causes of action, including without limitation those arising under chapter 5 of the Bankruptcy Code and any derivative claims of the Debtors (the net proceeds in this clause (ii) being referred to herein as the “Litigation Recoveries”). Once holders of allowed 503(b)(9) Claims recover 75% on account of their allowed 503(b)(9) Claim(s), then until all allowed 503(b)(9) Claims are paid in full, 75% of Litigation Recoveries will be distributed pro rata to all remaining allowed 503(b)(9) Claims.</td>
</tr>
</tbody>
</table>
### Class Description | Proposed Treatment
---|---
Developed Claims shall be made available for distribution to holders of allowed 503(b)(9) claims and 25% of Litigation Recoveries shall be made available for distribution to holders of allowed general unsecured claims (the “GUC Sharing Formula”).

The failure to object to confirmation of the Plan by a holder of an allowed 503(b)(9) Claim shall be deemed to be such holder’s consent to receive treatment for such Claim that is different from that set forth in section 1129(a)(9) of the Bankruptcy Code.

<p>| Class 1: Secured claims other than the Claims of the Secured Parties (a “Miscellaneous Secured Claim”) | On or as soon as reasonably practicable after the later of (i) the effective date or (ii) the date such Miscellaneous Secured Claim becomes an allowed Miscellaneous Secured Claim, a holder of an allowed Miscellaneous Secured Claim shall receive, in full satisfaction, settlement, release and discharge of, and in exchange for, such allowed Miscellaneous Secured Claim, (a) cash equal to the value of such Allowed Miscellaneous Secured Claim, (b) a return of the holder’s collateral securing the Miscellaneous Secured Claim, (c) such treatment required under section 1124(2) of the Bankruptcy Code for such Claim to be rendered unimpaired or (d) such other treatment as to which such Holder and the Debtors or the Litigation Trust, as applicable, shall have agreed upon in writing. |
| Class 2: Priority Non-Tax Claims | On or as soon after the effective date as practicable, unless otherwise agreed to by the Debtors and the holder of an allowed priority non-tax Claim (a “Priority Non-Tax Claim”) (in which event such other agreement will govern), each holder of an allowed Priority Non-Tax Claim against the Debtors shall receive on account of and in full and complete settlement, release and discharge of such claim, at the Debtors’ or Litigation Trust’s election, as applicable, (i) cash in the amount of such allowed Priority Non-Tax Claim in accordance with section 1129(a)(9) of the Bankruptcy Code and/or (ii) such other treatment required to render such claim unimpaired pursuant to section 1124 of the Bankruptcy Code. |
| Class 3: Secured Party Claims | On or as soon after the effective date as practicable, the Secured Parties shall receive on account of and in full and complete settlement, release and discharge of, their Secured Party Claim, their pro rata share of (i) the proceeds of Undisputed Collateral (to the extent not already distributed under prior orders of the Bankruptcy Court), (ii) funds in the Ownership Reserve that exceed the aggregate face amount of outstanding Title Property Claims, and (iii) any unused portion of the Priority Reserves. |</p>
<table>
<thead>
<tr>
<th>Class Description</th>
<th>Proposed Treatment</th>
</tr>
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<tbody>
<tr>
<td>Class 4: General Unsecured Claims</td>
<td>Any allowed deficiency claim of the Secured Parties shall be treated as a General Unsecured Claim.</td>
</tr>
<tr>
<td>Class 4: General Unsecured Claims</td>
<td>On the effective date, each holder of an allowed General Unsecured Claim shall receive, in full satisfaction, settlement, release and discharge of, and in exchange for, such allowed General Unsecured Claim, a pro rata share of Litigation Recoveries available after the payment in full of all allowed 503(b)(9) claims, except as provided for in the GUC Sharing Formula.</td>
</tr>
<tr>
<td>Class 5 – Intercompany Claims</td>
<td>On the effective date, all intercompany claims shall be deemed eliminated, cancelled and/or extinguished, except as otherwise provided for in the Plan.</td>
</tr>
<tr>
<td>Class 7: Subordinated Claims</td>
<td>On the effective date, all Subordinated Claims shall be deemed eliminated, cancelled and/or extinguished and each holder thereof shall not be entitled to, and shall not receive or retain, any property under the Plan on account of such Subordinated Claims.</td>
</tr>
<tr>
<td>Class 8 – Intercompany Interests</td>
<td>On the effective date, all intercompany interests shall be cancelled except as otherwise provided in the Plan.</td>
</tr>
<tr>
<td>Class 8: Interests in Miami Metals I, Inc. and Miami Metals II, Inc.</td>
<td>On the effective date, all interests in Miami Metals I, Inc. and Miami Metals II, Inc. shall be cancelled and each holder thereof shall not be entitled to, and shall not receive or retain, any property or interest in property under the Plan on account of such interests.</td>
</tr>
</tbody>
</table>