



by which all Qualified Bids (as defined in the Bidding Procedures) must be actually received by the parties specified in the Bidding Procedures Order is January 11, 2016 at 5:00 p.m. (prevailing Eastern Time) (the “**Bid Deadline**”).

**PLEASE TAKE FURTHER NOTICE** that copies of the Motion, Bidding Procedures and Bidding Procedures Order, as well as all related exhibits including the Stalking Horse Purchase Agreement, are available on the website of the Court-appointed claims and noticing agent for the Debtors’ chapter 11 cases, American Legal Claim Services LLC, <https://www.americanlegal.com/santafegold> or can be requested by phone at (904) 517-1442.

**PLEASE TAKE FURTHER NOTICE** that if the Debtors receive one or more Qualified Bids (in addition to the Stalking Horse Purchase Agreement) that satisfy the requirements and timeframe specified by the Bidding Procedures, the Debtors will conduct the Auction to determine the highest and best bid for the purchased assets on January 13, 2016 at 10:00 a.m. (prevailing Eastern Time) at the offices of Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, or at such other location as the Debtors may hereafter designate (with notice of such alternate location given to all qualified bidders under the Bidding Procedures). If no other Qualified Bid is received by the Bid Deadline (other than the Stalking Horse Bid), then the Auction shall not be held, and the Debtors shall promptly seek the Court’s approval of the sale of the Acquired Assets to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Purchase Agreement.

**PLEASE TAKE FURTHER NOTICE** that only the Debtors, the Committee, the Stalking Horse Bidder, and any other Qualified Bidders that have timely submitted a Qualified Bid, and their respective representatives, the United States Trustee, and any party in interest that has provided the Debtors with written notice of their intention to attend the Auction on or before the Bid Deadline (such written notice must be sent to counsel for the Debtors via electronic mail, to Kenneth J. Enos, Esq., at [kenos@ycst.com](mailto:kenos@ycst.com)) shall be permitted to attend the Auction.

**PLEASE TAKE FURTHER NOTICE** that the Debtors will seek approval of the Sale before the Honorable Mary F. Walrath, United States Bankruptcy Judge for the District of Delaware, at 824 North Market Street, 5th Floor, Wilmington, Delaware 19801, on January 14, 2016 at 11:30 a.m. (prevailing Eastern Time).

**PLEASE TAKE FURTHER NOTICE** that objections to the Motion, if any, must: (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the District of Delaware; (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (iv) be filed with the Court and served so as to be actually received no later than January 11, 2016 at 4:00 p.m. (prevailing Eastern Time) by the following parties:

**Counsel to Debtors**

Young Conaway Stargatt & Taylor, LLP Rodney Square  
1000 North King Street  
Wilmington Delaware 19801  
Attn: Kenneth J. Enos, Esq.

**Co-Counsel to the Committee**

Squire Patton Boggs (US) LLP  
30 Rockefeller Plaza, 23rd Floor  
New York, New York 10112  
Attn: Norman N. Kinel, Esq.  
Attn: Nava Hazan, Esq.

-and-

Polsinelli PC  
222 Delaware Ave., Ste. 1101  
Wilmington, Delaware 19801  
Attn: Christopher A. Ward, Esq.

**Co-Counsel to the Stalking Horse Bidder**

Sidley Austin LLP  
One South Dearborn Street  
Chicago, IL 60603  
Attn: Jessica C.K. Boelter, Esq.

- and -

Richards, Layton & Finger, P.A.  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801  
Attn: Mark D. Collins, Esq.

Dated: October 23, 2015  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Kenneth J. Enos

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Robert S. Brady (No. 2847)  
Edmon L. Morton (No. 3856)  
Kenneth J. Enos (No. 4544)  
Ian J. Bambrick (No. 5455)  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

COUNSEL TO THE DEBTORS

## **CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION**

**ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE SALE ON OR BEFORE THE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS AFFECTED THEREUNDER.**

### **NO SUCCESSOR OR TRANSFEREE LIABILITY**

The proposed Sale Order provides that the purchaser in the Sale (the “**Purchaser**”) will have no responsibility for, and the assets will be sold free and clear of, any successor liability, including the following:

To the greatest extent allowable by applicable law, the Purchaser shall not be deemed, as a result of any action taken in connection with the Stalking Horse Purchase Agreement, the consummation of the Sale (as defined in the proposed Sale Order) contemplated by the Stalking Horse Purchase Agreement, or the transfer or operation of the Acquired Assets, to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Purchaser, with respect to any obligations as an assignee under the Assigned Contracts and Assigned Leases arising after the Closing); (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be an alter ego or mere continuation or substantial continuation of the Debtors, including, without limitation, within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101, et seq.), the Comprehensive Environmental Response Compensation and Liability Act (“**CERCLA**”), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act (29 U.S.C. § 151, et seq.), environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, any liabilities, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine. All rights of any party to set off any claims, debts or obligations owed by or to the Purchaser in connection with the Acquired Assets shall be extinguished on the Closing Date pursuant to the proposed Sale Order, with such rights attaching to the proceeds of the Sale. Other than as expressly set forth in the Stalking Horse Purchase Agreement with respect to Assumed Liabilities, the Purchaser shall not have any responsibility for (a) any liability of other obligation of the Debtors or related to the Acquired Assets or (b) any claims (as such term is defined in section 101(5) of the Bankruptcy Code) against the Debtors or any of their predecessors or affiliates. To the greatest extent allowed by applicable law, the Purchaser shall have no liability whatsoever with respect to the Debtors’ (or their predecessors’ or affiliates’) respective businesses or operations or any of the Debtors’ (or their predecessors’ or affiliates’) obligations based, in whole or in part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS SALE NOTICE, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT 904-517-1442**