

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

In re ALLIED NEVADA GOLD CORP.,
SECURITIES LITIGATION

Case No. 3:14-cv-00175-LRH-WGC

This Document Relates To:

ALL ACTIONS.

CLASS ACTION

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Class Member based on your claims in the action entitled *In re Allied Nevada Gold Corp. Securities Litigation*, Case No. 3:14-cv-00175-LRH-WGC (the "Litigation"), you must complete and, on page 7 hereof, sign this Proof of Claim and Release form ("Proof of Claim"). If you fail to submit a fully completed and properly addressed Proof of Claim form, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim form, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

3. **YOUR FULLY COMPLETED AND SIGNED PROOF OF CLAIM FORM MUST BE POSTMARKED, DELIVERED, OR SUBMITTED ONLINE NO LATER THAN NOVEMBER 7, 2020, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ADDRESSED AS FOLLOWS:**

Allied Nevada Gold Securities Settlement
c/o Epiq
P.O. Box 4087
Portland, OR 97208-4087

--or--

Online Submissions: www.AlliedNevadaSecuritiesSettlement.com

If you are NOT a Class Member, as defined in the Notice of Pendency and Proposed Settlement of Class Action ("Notice"), DO NOT submit a Proof of Claim form.

4. If you are a Class Member and you do not timely request exclusion, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

II. CLAIMANT IDENTIFICATION

If you purchased Allied Nevada Gold Corp. ("Allied") common stock in your name, or you purchased Allied common stock through a third party, such as a nominee, bank, or brokerage firm, you are the Beneficial Purchaser of such shares.

THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE ALLIED COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

If you jointly purchased Allied common stock with someone else, you and that other person are Joint Purchasers, and all Joint Purchasers must sign this release form.

If you are an executor, administrator, guardian, conservator, trustee, custodian or other acting in a representative capacity on behalf of a Class Member, you must complete and sign this Proof of Claim form on behalf of the persons represented by you, and submit evidence of your current authority to act on behalf of that Class Member ("Representative"), including stating your title or capacity. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. PROOF OF CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in Allied Common Stock” to supply all required details of your transaction(s) in Allied common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to **all** of your purchases and **all** of your sales of Allied common stock in the United States or on a securities exchange in the United States which took place during the period from January 18, 2013 through and including November 1, 2013, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the shares of Allied common stock you held at the close of trading on January 17, 2013, April 29, 2013, August 5, 2013, and November 1, 2013. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Allied common stock. The date of a “short sale” is deemed to be the date of sale of Allied common stock.

For each transaction, copies of broker confirmations or other documentation of your transactions in Allied common stock should be attached to your Proof of Claim form. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. This is different from the online submission process that is available at www.AlliedNevadaSecuritiesSettlement.com. All claimants **must** submit a manually signed paper Proof of Claim form whether or not they also submit electronic copies. If you have a large number of transactions and wish to file your claim electronically, you must contact the Claims Administrator to obtain the requested file layout at: info@AlliedNevadaSecuritiesSettlement.com.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

On behalf of myself (ourselves) and each of my (our) heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I (we) submit this Proof of Claim form under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Nevada with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Allied securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of Allied common stock during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. Upon the Effective Date of the Settlement, I (we) acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the “Released Defendant Parties,” defined as each and all of the Defendants and their Related Parties. “Related Parties” means each Defendant’s and former defendant’s respective former, present or future parents, subsidiaries, divisions, controlling persons, associates, related entities and affiliates and each and all of Defendants’, former defendant’s and their respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, entities providing fairness opinions, general or limited partners or partnerships, limited liability companies, members, joint ventures and insurers and reinsurers of each of them; and the predecessors, successors, assigns, estates, immediate family members, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives, assigns, and assignees of each of them, in their capacity as such.

2. “Released Claims” means any and all claims, debts, demands, losses, rights and causes of action of every nature and description, including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever, whether known claims or Unknown Claims, and whether arising under federal, state, common, or foreign law, by Lead Plaintiff, any Class Member or their successors, assigns, executors, administrators, representatives, attorneys and agents, in their capacities as such, whether brought directly or indirectly against any of the Released Defendant Parties, that have been or could have been asserted in the Litigation or could in the future be asserted in any forum, whether foreign or domestic, which arise out of, are based upon or are related in any way to (a) any of the allegations, transactions, events, disclosures, statements, acts or omissions that were asserted or could have been asserted by Lead Plaintiff or Class Members in this Litigation; or (b) any transaction in Allied common stock by Class Members during the Class Period. “Released Claims” does not include claims to enforce the Settlement. “Released Claims” includes “Unknown Claims” as defined herein. For avoidance of doubt, “Released Claims” does not include claims asserted in the action entitled *LBP Holdings Ltd. v. Hycroft Mining Corp., et al.*, Court File No. CV-14-50851300-CP, pending in the Ontario Superior Court of Justice, insofar as those claims are based upon and limited to the purchase of Allied common stock during the Class Period outside of the United States and not on a United States securities exchange.

3. “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.

4. “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” means each and every plaintiff, Class Member, Lead Plaintiff and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, predecessors, successors, assigns, representatives, affiliates, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Releasing Plaintiff Party who is an individual, as well as any trust of which any Releasing Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Releasing Plaintiff Parties do not include any Person who timely and validly seeks exclusion from the Class.

5. “Unknown Claims” means (a) any and all Released Claims which the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any and all Released Defendants’ Claims that the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the

time of the release of the Lead Plaintiff, the Class and Lead Plaintiff's Counsel, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Lead Plaintiff, the Class and Lead Plaintiff's Counsel. With respect to (a) any and all Released Claims against the Released Defendant Parties, and (b) any and all Released Defendants' Claims against Lead Plaintiff, the Class and Lead Plaintiff's Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each Released Defendant Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendant Claims against the Lead Plaintiff, the Class and Lead Plaintiff's Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Allied common stock which are the subject of this claim, which occurred during the Class Period, as well as the opening and closing positions in such common stock held by me (us) on the dates requested in this Proof of Claim form.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim form by the undersigned is true and correct.

Executed this _____ day of _____, in _____,
(Month/Year) (City)

(State/Country)

Signature of Claimant

Date - -
MM DD YY

Print Claimant name here

Signature of Joint Claimant, if any

Date - -
MM DD YY

Print Name of Joint Claimant, if any

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant

Date - -
MM DD YY

Print name of person signing on behalf of Claimant here

Capacity of person signing on behalf of Claimant, if other than an individual, such as "executor," "president," "trustee," "custodian," etc. (Must provide evidence of authority to act on behalf of Claimant.)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your Proof of Claim form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Proof of Claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. Please use blue or black pen to fill out the Proof of Claim form. **Do not use red pen or highlighter** on the Proof of Claim form or supporting documentation.

**THIS PROOF OF CLAIM FORM MUST BE POSTMARKED, DELIVERED, OR SUBMITTED
ONLINE NO LATER THAN NOVEMBER 7, 2020, ADDRESSED AS FOLLOWS:**

Allied Nevada Gold Securities Settlement
c/o Epiq
P.O. Box 4087
Portland, OR 97208-4087

--or--

Online Submissions: www.AlliedNevadaSecuritiesSettlement.com