

**Hearing Date and Time: December 19, 2018 at 11:00 a.m. (Eastern Time)**  
**Objection Deadline Date and Time: December 17, 2018 at 4:00 p.m. (Eastern Time)**

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

In re:	)	Chapter 11
	)	
REPUBLIC METALS REFINING	)	Case No. 18-13359 (shl)
CORPORATION, <i>et al.</i> , <sup>1</sup>	)	
	)	(Jointly Administered)
Debtors.	)	
	)	<b><i>RELATED DOC. NO. 219</i></b>

**DEBTORS' SUPPLEMENT TO MOTION TO SELL PROPERTY OF THE ESTATE  
FREE AND CLEAR OF ALL LIENS, CLAIMS, RIGHTS, INTERESTS AND  
ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363 TO INCLUDE AUTHORITY TO  
SETTLE COMPROMISES PURSUANT TO RULE 9019 AND  
REQUEST FOR EMERGENCY CONSIDERATION  
(PREPAID PRODUCT ORDERS)**

**IF YOU ARE A CUSTOMER WHO PREPAID FOR A  
PURCHASE OF PRODUCT FROM REPUBLIC METALS,  
PLEASE REFER IMMEDIATELY TO EXHIBIT A TO  
DETERMINE IF THE RELIEF REQUESTED HEREIN  
IMPACTS YOU.**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Republic Metals Refining Corporation, 15 West 47th Street, Suites 206 and 209, New York, NY 10036 (3194), Republic Metals Corporation, 12900 NW 38th Avenue, Miami, FL 33054 (4378), Republic Carbon Company, LLC, 5295 Northwest 163rd Street, Miami Gardens, FL 33014 (5833), Republic High Tech Metals, LLC, 13001 NW 38 Avenue, Miami, FL 33054 (6102), RMC Diamonds, LLC, 12900 NW 38th Avenue, Miami, FL 33054 (1507), RMC2, LLC, 12900 NW 38th Avenue, Miami, FL 33054 (4696), J & L Republic LLC, 12900 NW 38th Avenue, Miami, FL 33054 (7604); R & R Metals, LLC, 12900 NW 38th Avenue, Miami, FL 33054 (7848), 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).

Republic Metals Refining Corporation, *et al.*, as debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases" or "Cases"), by and through their undersigned counsel, hereby file this Supplement to the Debtors' motion (the "Sale Motion") [Docket No. 219] to sell certain property of the bankruptcy estate free and clear of all liens, claims, and encumbrances pursuant to 11 U.S.C. §§ 363(b)(1) and (f), and Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 2002(a)(2) and 6004(a) and (c), and 9019(a) and (b), to include authority to settle compromises pursuant to Bankruptcy Rule 9019 and shorten time. In support of this Supplement, the Debtors say:

### **JURISDICTION**

1. The United States Bankruptcy Court for the Southern District of New York (the "Court") has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a) and 363(b) and (f) of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, and 9019.

### **EMERGENCY CONSIDERATION**

4. The Debtors request emergency consideration of the approval of settlement and authorization of settlement procedures pursuant to Federal Rules of Bankruptcy Procedure 9019(a), (b) (the "Supplemental Relief") together with the Sale Motion on December 19, 2018 and are filing a Motion to Shorten the Notice Period with respect to this Motion simultaneously herewith. Failure to obtain the Supplemental Relief at the hearing will jeopardize the Debtors' ability to swiftly and routinely enter into standard settlements with similarly situated and willing Customers thereby resolving their objections to the Sale Motion. The standard settlement will

permit similarly situated Customers that are: i) asserting an ownership interest in Packaged Product,<sup>2</sup> and ii) *either* asserting an ownership interest in other materials or product *or* a liquidated amount due from any of the Debtors' pool or toll accounts ("Additional Claim"). The settlement provides for the Debtors to return the Packaged Product to the Customer and the Customer to agree to treat its Additional Claim as a general unsecured claim. The settlement procedures should be approved with the Sale Motion as they are intertwined, saving valuable estate and judicial resources. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003, and, therefore, respectfully request the Court approve the relief requested in this Motion on an emergency basis.

### **BACKGROUND**

5. On November 2, 2018, the Debtors filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), initiating these Chapter 11 Cases. On November 21, 2018, certain additional debtors (collectively with the Debtors, the "Debtors") filed voluntary petitions for relief under the Bankruptcy Code, initiating their Chapter 11 Cases.

6. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1109. On November 19, 2018, the United States Trustee gave notice of the appointment of an Official Committee of Unsecured Creditors (the "Committee") [Docket No. 113].

7. Additional details regarding these Chapter 11 Cases are available in the Declaration of Scott Avila, as Chief Restructuring Officer (the "CRO"), in Support of Chapter 11 Petitions and First Day Motions [Docket No. 2].

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<sup>2</sup> Except as otherwise noted, defined terms from the Sale Motion are incorporated by reference herein.

8. On November 28, 2018, the Debtors filed the Sale Motion, seeking authority to, *inter alia*,<sup>3</sup> sell the Prepaid Product free and clear of all liens, claims, and encumbrances, with such liens, claims, and encumbrances to attach to the proceeds of such sale in the order and priority in which they existed as of the Petition Date, and subject to the terms of any cash collateral orders entered in these Chapter 11 Cases. Specifically, the Debtors proposed to monetize the Prepaid Product on a wholesale basis, as expeditiously as possible, in whatever manner the CRO determines in his business judgment will be most beneficial to the bankruptcy estates. This includes melting the product and reprocessing the gold and silver with other inventory for sale in the ordinary course of business.

9. The Sale Motion is scheduled for hearing on December 19, 2018.

**SUPPLEMENT TO SALE MOTION AND REQUEST FOR APPROVAL OF  
SETTLEMENT AND SETTLEMENT PROCEDURES  
PURSUANT TO BANKRUPTCY RULE 9019**

10. Subsequent to filing the Sale Motion, the Debtors discussed with the Committee and the Debtors' prepetition senior secured lenders (the "Lenders"), the possibility and benefits of obtaining approval and authority to settle certain similar claims related to the Sale Motion. These same Customers may also lodge objections to the final hearing on the Debtors' use of cash collateral which objections would be resolved through the settlement.

11. As set forth in more detail in the Sale Motion, the Customers and the Senior Lenders have told the Debtors that they assert competing liens and/or property interests in the Prepaid Product.

12. In an effort to streamline and expedite the resolution of those competing claims under the Sale Motion (and the cash collateral motion), the Debtors, with the consent of the

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<sup>3</sup> Interested parties should refer to the Sale Motion for a complete description of the relief requested therein.

Committee and the Lenders, seek approval of the following standard settlement procedures and authority to enter into standard settlements without further court order. The standard settlement will permit similarly situated Customers that are: i) asserting an ownership interest in Packaged Product, and ii) *either* asserting an ownership interest in other materials or product *or* a liquidated amount due from any of the Debtors' pool or toll accounts ("Additional Claim") to settle as follows:

A. The Debtors shall return the Packaged Product to the settling Customer.

B. The settling Customer shall agree to treat its Additional Claim as a general unsecured claim against the applicable Debtor's estate.

C. The Debtors shall not be required to seek Court approval of any Prepaid Product Settlement Agreement beyond the Court approval given in any Order granting the Sale Motion, as supplemented hereby.

D. The parties shall exchange general releases, except for (i) obligations arising under and pursuant to this Stipulation and (ii) causes of action arising under Section 547 of the Bankruptcy Code, provided that all Parties reserve all rights and defenses with respect thereto.

(the "Prepaid Product Settlement Agreement.")

#### **RELIEF REQUESTED**

13. Through this Supplement, the Debtors seek approval of the terms of the Prepaid Product Settlement Agreement and authorization to enter into Prepaid Product Settlement Agreements without further order of Court.

14. Moreover, to the extent a Customer decides not to enter a Prepaid Product Settlement Agreement, the Debtors seek Court authority to sell the Prepaid Product free and clear of all liens, claims, and encumbrances, with such liens, claims, and encumbrances to attach to the proceeds of such sale in the order and priority in which they existed as of the Petition Date, and subject to the terms of any cash collateral orders entered in these Cases, as set forth in more detail in the Sale Motion.

**BASIS FOR RELIEF REQUESTED**

15. Bankruptcy Rule 9019 provides that, upon the motion of the debtor-in-possession, "after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). The court may also fix a class or classes of controversies and authorize the debtor-in-possession to compromise or settle controversies within such class or classes without further hearing or notice. Fed. R. Bankr. P. 9019(b).

16. A court must determine that a settlement under Bankruptcy Rule 9019 is fair, equitable, and in the best interests of the estate before it may approve a settlement. *In re Drexel Burnham Lambert Grp., Inc.*, 134 B.R. 493, 496 (Bankr. S.D.N.Y. 1991) (citing *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424, 88 S.Ct. 1157, 20 L.Ed.2d 1 (1968)); *see also In re Chemtura Corp.*, 439 B.R. 561, 593–94 (Bankr. S.D.N.Y. 2010); *In re Lehman Bros. Holdings*, 435 B.R. 122, 134 (S.D.N.Y. 2010).

17. A court's responsibility is to "canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness." *Chemtura*, 439 B.R. at 594 (quoting *In re W.T. Grant, Co.*, 699 F.2d 599, 608 (2d Cir. 1983)) (internal quotations omitted). But the court is not required to go so far as to conduct a trial on the terms to approve a settlement. *See id.* Before making a determination, however, the court must inform itself of "all facts necessary for an intelligent and objective opinion of the probabilities of ultimate success should the claim be litigated." *O'Connell v. Packles (In re Hilsen)*, 404 B.R. 58, 70 (Bankr. E.D.N.Y. 2009) (internal quotations omitted) (quoting *TMT Trailer Ferry*, 390 U.S. at 424, 88 S.Ct. 1157). Although courts have discretion to approve settlements, the business judgment of the debtor in recommending the settlement should be factored into the court's analysis. *See JP Morgan Chase Bank, N.A. v. Charter Commc'ns Operating LLC (In re Charter Commc'ns)*, 419 B.R. 221, 252 (Bankr. S.D.N.Y. 2009).

"At the same time, a court may not simply defer to a debtor in possession's judgment, but must independently evaluate the reasonableness of the settlement." *In re Rosenberg*, 419 B.R. 532, 536 (Bankr. E.D.N.Y. 2009) (citations omitted). In addition, courts may give weight to the opinion of bankruptcy counsel supporting the settlement. *See id.* ("In [approving the settlement agreement], the court is permitted to rely upon 'opinions of the trustee, the parties, and their attorneys.'"); *Chemtura*, 439 B.R. at 594.

18. To that end, courts have developed standards to evaluate if a settlement is fair and equitable and identified factors for approval of settlements based on the original framework announced in *TMT Trailer Ferry*. The Second Circuit outlined the test for consideration of settlements under the Bankruptcy Rules in *Iridium Operating LLC*, 478 F.3d at 462. The factors to be considered are interrelated and require the court to evaluate:

- (1) the balance between the litigation's possibility of success and the settlement's future benefits;
- (2) the likelihood of complex and protracted litigation, "with its attendant expense, inconvenience, and delay," including the difficulty in collecting on the judgment;
- (3) "the paramount interests of the creditors," including each affected class's relative benefits "and the degree to which creditors either do not object to or affirmatively support the proposed settlement;"
- (4) whether other parties in interest support the settlement;
- (5) the "competency and experience of counsel" supporting, and "[t]he experience and knowledge of the bankruptcy court judge" reviewing, the settlement;
- (6) "the nature and breadth of releases to be obtained by officers and directors;" and
- (7) "the extent to which the settlement is the product of arm's length bargaining."

*Id.*

19. Section 105 of the Bankruptcy Code provides, in relevant part, that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

20. Based upon the information currently available, the Debtors believe the proposed Prepaid Product Settlement Agreement terms represent a sound exercise of the business judgment

of the Debtors and their CRO, Mr. Avila. The Debtors submit that litigation between the Lenders and the Customers over the Prepaid Product would be protracted and costly, and any resolution of the issues will be significantly delayed by the number of parties and claims involved. The proposed Prepaid Product Settlement Agreements represent the product of arms' length bargaining and have been agreed to by both the Secured Lenders and the Committee.

21. Each Prepaid Product Settlement Agreement will allow Customers to obtain expedited return of their Packaged Product and give them certainty as to the treatment of any claim(s) they may have related to Additional Inventory. The proposed settlements also resolve the Customer/Lender dispute as to liens on the Packaged Product, eliminating a large portion of the disputes the Debtors anticipate will arise over Prepaid Product

22. Moreover, entry into a Prepaid Product Settlement Agreement is not mandatory: a Customer may elect to have its claims dealt with under the Sale Motion and longer claims resolution process currently being developed.

#### **NO PREVIOUS REQUEST**

23. No prior motion for the relief requested herein has been made by the Debtors to this or any other court.

#### **NOTICE**

24. The Debtors have provided notice of this Motion to: (a) the Office of the U.S. Trustee for the Southern District of New York; (ii) the Customers listed on **Exhibit A** hereto; (iii) the parties listed in the consolidated list of thirty (30) largest unsecured creditors filed by the Debtors in these Chapter 11 Cases; (iv) the Internal Revenue Service; (v) counsel to the Debtors' Senior Lenders; (vi) counsel to the Official Committee of Unsecured Creditors; and (vii) any other party entitled to notice pursuant to Local Rule 9013-1(b) (collectively, the "**Notice Parties**"). The



Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**CONCLUSION**

WHEREFORE, for the reasons set forth above, the Debtors respectfully request the Court enter an Order substantially in the form attached hereto as **Exhibit B** (i) approving the terms and authorizing the Debtors' to enter into the Prepaid Product Settlement Agreement with Customers similarly situated and (ii) granting such other relief as the Court Agreement deems necessary and appropriate.

Dated: New York, New York  
December 11, 2018

AKERMAN LLP

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-and-

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*Counsel for Debtors and Debtors-in-Possession*

**EXHIBIT A**

**PRE-PAID CUSTOMER LIST**

Republic Metals Corporation

**Exhibit A, Pre-Paid Customer List**

11/28/2018

Count	CUST. NAME	Amount	Address 1	Address 2	City	State	Zip	Country	Primary Contact
1	APMEX	\$ 7,616,226.12	226 DEAN MCGEE AVENUE		OKLAHOMA CITY	OK	73102	USA	ED / Brandon Stewart
2	BAYSIDE METAL EXCHANGE	1,600,360.84	6701 CENTER DR. SUITE 840		LOS ANGELES	CA	90045	USA	EUGENE FOGEL
3	BGASC	155,704.00	5850 CANOGA AVE SUTIE 400		WOODLANDS HILLS	CA	91367	USA	JAMES MCGREW
4	BORDER GOLD	112,025.40	15234 NORTH BLUFF ROAD		WHITE ROCK	BC	V4B 3E6	Canada	ROBERT LEVY
5	C & C JEWELLERY	8,265.29	14D BIRMINGHAM ROAD		SUTTON GOLDFIELD	WEST MIDLANDS	B72 1QG	United Kingdom	PAUL ATKINSON
6	CMI GOLD & SILVER INC	444,500.00	3800 N CENTRAL AVE 11TH FLOOR		PHOENIX	AZ	85012	USA	JOHNNY ESTES
7	CORNERSTONE ASSET	211,990.00	820 WEST INDIANTOWN RD STE 103		JUPITER	FL	33458	USA	TERRY DEAN SACKA JR.
8	CORNERSTONE CAPITAL	143,718.20	6635 S. DAYTON STREET #350		Greenwood Village	CO	80111	USA	CHADWICK ROACH
9	CUBAN LINK	39,431.98	8100 NW 103ST		HIALEAH	FL	33016	USA	DAVID CONCEPCION
10	EDI	15,130.00	15 Progress Drive		ORILLA	ONTARIO	L3V 6H1	Canada	NORMAN YORKE
11	GLOBAL BULLION	9,342.60	B01A - 14 PRINCE ARTHUR AVENUE		TORONTO	ONTARIO	M5R 1A9	Canada	MAXIM SMIRNOV
12	GMR GOLD	15,520.00	25222 GLEN LOCH DRIVE		THE WOODLANDS	TX	77380	USA	BILL VOSS
13	GOLDSILVER	81,210.64	750 Third Avenue	Suite 702	NEW YORK	NY	10017	USA	MICHAEL LOEW
14	GUILDHALL	19,521.48	100 ALLSTATE PARKWAY	SUITE 301	MARKHAM	ONTARIO	L3R 6H3	Canada	PAUL WISEMAN
15	HANDY & HARMAN	47,871.35	290 CARLINGVIEW DRIVE		REXDALE	ONTARIO	M9W5G1	Canada	ALFREDO ANASTACIO
16	ISRAEL COINS & MEDALS	145,072.96	50 BAR YEHUDA STREET		NESHER	NESHER	3666017	Israel	ARTHUR BOXER
17	JAMES AVERY	433,747.00	P.O. BOX 291367		KERRVILLE	TX	78029	USA	CHRIS M. AVERY
18	JEWELLERY QUARTER	15,120.00	FLOOR 16, CENTRE CITY TOWER	7 HILL STREET	BIRMINGHAM	ENGLAND	B54UA	United Kingdom	ROBERT HALLIDAY-STEIN
19	MID-STATES	72,610.00	1841 BUSSE HIGHWAY		DES PLAINES	IL	60016	USA	GARY DOLINKO
20	MK MANAGEMENT	22,335.00	18217 PARTHENIA ST #2		NORTHRIDGE	CA	91325	USA	MICHAEL KABRIN
21	MY GOLD LIMITED	76,834.63	P.O. BOX 11-965, ELLERSLIE		AUCKLAND	AUCKLAND	1010	New Zealand	RICHARD & ANITA ELLIOT
22	NABX	146,100.00							
23	NCF	14,670.00	113 N.E. 1st.	#200	Miami	FL	33132	USA	HUON CHOI
24	NEWFIELD	7,955.00	4 WATERWAY SQ. PLACE	STE 100	THE WOODLANDS	TX	77380	USA	
25	O.C. TANNER	243,170.00	1930 SOUTH STATE ST.		SALT LAKE CITY	UT	84115	USA	ANNETTE GERTGE
26	OTTAWA BULLION	7,410.00	343 PRESTON STREET, SUITE 1100		OTTAWA	ONTARIO	K1S1N4	Canada	PAUL ADAM ZURAKOWSKI
27	PRINCE & IZANT	492,780.00	12999 PLAZA DRIVE		CLEVELAND	OH	44130	USA	BRAD LINDHOLM
28	SAN DIEGO Gold Exchange	60,361.00	5859 MISSION GORGE RD		SAN DIEGO	CA	92120	USA	CARMINE PAUL MANNINO
29	SCOTSMAN COIN	50,940.00	11005 OLIVE BLVD		CREVE COEUR	MO	63141	USA	JULIE CRAWFORD
30	SK BULLION	745,660.00	7 CHANGI BUSINESS PARK VISTA #01-1		SINGAPORE	SINGAPORE	486042	Singapore	Janice Teo
31	SPROTT	7,340.00	95 BROWN'S LINE		ETOBICOKE	ONTARIO	M8W 3S2	Canada	LARISSA SPROTT - PRESIDENT
32	STRATEGIC GOLD	55,823.60	5072 ANNUNCIATION CIRCLE	SUITE 317	AVE MARIA	FL	34142	USA	MICHAEL C. WILLIAMS
33	TEXAS PRECIOUS METALS	130,700.00	959 STATE HIGHWAY 95 NORTH		SHINER	TX	77984	USA	THOMAS PRASIFKA
34	THAT WAS RANDOM	162,115.00	511 E. GENESSEE ST SUITE 13		FAYETTEVILLE	NY	13066	USA	DAVID COOPER
35	THE BUYERS	11,984.00	8444 SECURA WAY		SANTA FE SPRINGS	CA	90670	USA	ROBERT CARO
36	THE LIBERATION GROUP	7,475.00	2151 W HILLSBORO BLVD	SUITE 210	DEERFIELD BEACH	FL	33442	USA	JOHN FISHER
37	WC2	44,310.00	28348 Radside Dr	#202C	Agoura Hills	CA	91301	USA	SARA BRISTOL
38	WILSHIRE COIN	60,215.00	1312 LINCOLN BLVD		SANTA MONICA	CA	90401	USA	GLENN SORGENSTEIN
39	YEAGER'S POURED	14,870.00	5148 ST. RT.7		BURGHILL	OH	44404	USA	DAVID C. YEAGER
<b>TOTAL</b>		<b>13,550,416.09</b>							

**EXHIBIT B**

**PROPOSED ORDER**

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

In re:	)	Chapter 11
	)	
REPUBLIC METALS REFINING	)	Case No. 18-13359 (shl)
CORPORATION, <i>et al.</i> , <sup>1</sup>	)	
	)	(Jointly Administered)
Debtors.	)	
	)	

**ORDER APPROVING DEBTORS' SUPPLEMENT TO MOTION TO SELL PROPERTY  
OF THE ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS, RIGHTS,  
INTERESTS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363 AND  
GRANTING AUTHORITY TO SETTLE COMPROMISES PURSUANT TO RULE 9019**

**(PREPAID PRODUCT ORDERS)**

Upon the supplement (the "Supplement")<sup>2</sup> [Doc. No. \_\_\_\_] to the motion of Republic Metals Refining Corporation, *et al.*, as debtors and debtors-in-possession (collectively, the "Debtors"), in the above-captioned chapter 11 cases, for entry of an Order Granting the Debtors' Motion to Sell Property of the Estate Free and Clear of All Liens, Claims, and Encumbrances Pursuant to 11 U.S.C. § 363, to Include Authority to Settle Compromises Pursuant to Rule 9019 [Doc. No. 219] (the "Motion"); and the Court, finding that good, adequate, and sufficient cause has been shown to justify entry of the Order; and it appearing that the relief requested is in the best interests of the Debtors' estates, its creditors, and other parties in interest; and the Court having jurisdiction to consider the Supplement and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Supplement and the relief requested therein

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Republic Metals Refining Corporation, 15 West 47th Street, Suites 206 and 209, New York, NY 10036 (3194), Republic Metals Corporation, 12900 NW 38th Avenue, Miami, FL 33054 (4378), Republic Carbon Company, LLC, 5295 Northwest 163rd Street, Miami Gardens, FL 33014 (5833), Republic High Tech Metals, LLC, 13001 NW 38 Avenue, Miami, FL 33054 (6102), RMC Diamonds, LLC, 12900 NW 38th Avenue, Miami, FL 33054 (1507), RMC2, LLC, 12900 NW 38th Avenue, Miami, FL 33054 (4696), J & L Republic LLC, 12900 NW 38th Avenue, Miami, FL 33054 (7604); R & R Metals, LLC, 12900 NW 38th Avenue, Miami, FL 33054 (7848), 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).

<sup>2</sup> Unless otherwise noted, defined terms from the Supplement are incorporated by reference herein.

being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. § 1408 and 1409; and the Court having reviewed the Supplement, and exhibits annexed thereto; and due and proper notice of the Supplement having been provided, and it appearing that no other or further notice need be provided; and upon the record herein; and after due deliberation and sufficient cause appearing therefor, it is

**ORDERED:**

1. The Supplement is **APPROVED**.
2. The Debtors are authorized to enter into Prepaid Product Settlement Agreements with Customers on the terms and conditions set forth in the Supplement without further Court approval.
3. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York  
December \_\_\_\_, 2018

**PROPOSED**

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UNITED STATES BANKRUPTCY JUDGE