UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

IN RE:

ALLIED NEVADA

GOLD CORP,et al.,[1]

DEBTORS

CHAPTER 11

CASE No. 15-10503(MFW)

Jointly Administered

MOTION FOR JURY TRIAL OR IN THE ALTERNATIVE MOTION FOR REHEARING

COMES NOW,party of interest: Stoyan Tachev, files this motion to move this Honorable Court to schedule a rehearing on the confirmation of the Debtors' Amended Plan of Reorganization and its Amended supplements(hereinafter referred to as" Plan of Reorganization"), as the Plan was not proposed in " good faith".

[1] The Debtors("Debtors") in these cases, along with the last 4 digits of each Debtor's federal tax identification number, are: Allied Nevada Gold Corp.(7115); Allied Nevada Gold Corp Holdings LLC (7115); Allied VGH Inc. (3601); Allied VNC Inc. (3291): ANG Central LLC (7115); ANG Cortez LLC (7115); ANG Eureka LLC(7115); ANG North LLC (7115); ANG Northeast LLC (7115); ANG Pony LLC (7115); Hasbrouck Production Company LLC (3601); Hycroft Resources and Development, Inc. (1989); Victory Exploration Inc.(8144); and Victory Gold Inc.(8139). The corporate headquarters for each of the following are located at, and the mailing address for each of the followingof each of the above debtors, except Hycroft Resources &Development, Inc., is 9790 Gateway Drive, Suite 200, Reno, Nevada 89521. The mailing address for Hycroft Resources &Development, Inc. is P.O. Box 3030, Winnemucca, NV 89446.

2 Pleadings in this case are filed pro se. Pro se litigants are not subject to the same standards as practicing attorneys.

BACKGROUND

1. I am a Class 8 shareholder of Allied Nevada, who owns 15 000 shares. I have invested a substantial part of my savings in this company ($TOTAL AMOUNT HERE) only because the company's assets as well as the financial statements agree that the value of the company far exceeds what they are claiming today. **I serve as Executive Vice President Strategy and Projects in one of the top 50 companies in Bulgaria and I am familiar with the duties and the professional and personal obligations, which are to be expected of a senior officer of a large company.**

2. The Plan of Reorganization of the Debtors was confirmed on 2015-10-06 by this Honorable Court after the Debtors repeatedly stated, both in their dockets as well as in oral form that the Plan was proposed in " good faith" when it obviously had ill intentions towards shareholders as shown herein.

3. The debtors plan hinges on the strategic transaction of $985 million which is required to pay for the First Lien of $118M in 2016. What are the details of this strategic transaction? Why are there no details of this strategic transaction which is assumed to take place in January of 2016.

4. The tax return for 2015 has not been filed by the company. If the 10-K has already been filed at the SEC, why did the company fail to file their 2015 tax return? Does this have to do with the purported value that ANV is claiming the debtor's estate is worth?

5. The Plan of Reorganization, as well as the circumstances which led to it , do not contain enough substance to confirm the statements of the Debtors about this plan being proposed in good faith and this honorable court must not take the debtors or any party thereof at their word until a proper investigation (by an unrelated 3rd party not chosen by the debtors themselves as this would be a conflict of interest) has been made to validate their claims.

6. The concept of " good faith" was first stipulated in Magna Carta Libertatum, which was signed by John the Landless of England in 1215. The essence of this concept is as follows: **Good faith** (Latin: *bona fides*) is fair and open dealing in human interactions. This is often thought to require sincere, honest intentions or belief, regardless of the outcome of an action.

7. The concept of " good faith" is to be applied in every action a person or entity is involved in. When a single failure to comply with this concept occurs, a doubt about the " good faith" arises as it is not meant to be used selectively. A person and his/ her actions cannot be selectively sincere, or half- honest.

STATEMENT

The Plan of Reorganization, which was proposed by the Debtors, was not proposed in " good faith". Numerous facts, both pre-petition, and post-petition, show that the concept of good faith does not exist in the way Debtors interacted with the shareholders (pre-petition), nor to the actions of the Debtors in these proceedings (post- petition).

In this memorandum I will provide this Honorable Court with information about official financial statements of the Debtors, Debtors non compliance with certain provisions of Public Law 107-204- July 30, 2002 (hereinafter referred to as " Sarbanes Oxley Act") ; events, which occurred both pre- and post-petition; the Plan of Reorganization ; the ballot process itself ; as well as the conduct of certain other participants in these proceedings.

Based on the facts that I will present in this motion, I conclude that this Plan was not proposed in good faith and does not protect the rights of the rightful owners of the company- the common shareholders.

TO BE MORE PRECISE, THIS PLAN MAY EXTINGUISH EXISTING EQUITY INTEREST (WHICH WILL GET CONVERTED TO WARRANTS UNDER THE PROVISIONS OF THE PLAN) **AND THESE WARRANTS IN CERTAIN CASES, PROVIDE NO RECOVERY FOR SHAREHOLDERS.**

FACTS IN SUPPORT OF THE STATEMENT

Facts will be outlined in a chronological order with comments after each fact stated.

1. In their capacity as senior officers the Management of the Debtors produced , signed and filed with the SEC Form 10-Q for Q3 2014 (filed on 2014-11-03. This Form contains the following information and statements:

   http://www.sec.gov/Archives/edgar/data/1376610/000137661014000047/anv-20140930x10q.htm
   page 28 of 10-Q for Q3 2014 stated that they have sufficient liquidity for the **next 12 months**

   Quoted: "As discussed throughout this Liquidity and Capital Resources section, we believe that we have sufficient resources and access to sources of liquidity to fund our operations, remaining expansion project obligations, and other contractual obligations for at least the **next 12 months**." - 10-Q for Q3 2014 filed 2014-11-03

Quoted: Page 26 of 10-Q Q3 2014
Cash and cash equivalents and liquid assets: Additional sources of liquidity

The following table provides additional insight about items as of September 30, 2014, that we believe may provide us with additional liquidity over the next 12 months (in thousands):

Description	Amount
Cash and cash equivalents	5,799
Revovling credit agreements	58,600
Accounts receivable	1,804
Inventories	6,573
Ore on leachpads, current	198,957
Assets held for sale	17,624
Total	289,357

Comment by I, Stoyan Tachev:

Under the provisions of the Sarbanes Oxley Act, Section 302, paragraph (a) (2) and (a) (3) of the Sarbanes Oxley Act, the management is obliged to provide true information about the financial condition of the company, without omission of disclosure of facts of material significance.

As liquidity is of material significance to the financial condition of the company , it is to be assumed, that this statement is true and the company does have funds to continue operations until November 2015, without issuance of new debt or new shares offerings.

2. In their capacity as senior officers, the Management of the Debtors produced, signed and filed with the SEC Form S-3 on 2014-11-18. This Form is used in conjunction of offering of common or preferred shares.

On, or about December 9th 2014, the Debtors issued a secondary offering totalling 21 million shares and warrants, for total proceeds of 21.8 million dollars. The price of the secondary offering was $1 USD per share, which, at the time of the offering, was substantially lower than the market price of the Debtor's securities.

The secondary offering was closed on December 12th 2014.

Comment by I, Stoyan Tachev:

If 15 days prior to this filing, the Management stated they have enough funds to continue operations until November 2015, why did they need to raise additional funds through a stock offering? The motives and the reasons for this offering were not disclosed to the shareholders, whose ownership was diluted. **If the management had sufficient funds to run the business for the next 12 months, what did they need the money for?**

NEITHER THE SAID REASONS, NOR THE PURPOSE OF ISSUING 21M NEW SHARES (+ WARRANTS) HAVE BEEN DISCLOSED TO SHAREHOLDERS AS OF THE WRITING OF THIS MOTION.

Upon the issuing of these shares, the stock price dropped to $0.80 per share.

3. In their capacity as senior officers the Management of the Debtors produced , signed and filed with the SEC Form 8-K on 2015-01-21,pre-petition

In this Form management stated as follows:

"We anticipate 2015 operating results to be very similar to 2014 in terms of production and sales, with our focus continuing to be on improving mining efficiencies and costs. We expect to provide more details on our 2015 guidance at the end of February, along with our 2014 financial results."

And

"Mill Financing Update
Throughout the financing process we have received significant interest in the Hycroft mill project, but to date have not secured a path forward. Our progress has been hindered in part by the volatile market and commodity price conditions experienced throughout the year. Given the interest level in the Hycroft mill project and our firm belief in the compelling economics of the project, we are continuing with the process while we also explore other options to maximize our liquidity and improve the current heap leach operation."

Comment by I, Stoyan Tachev:

Please note that the Management did not file Form 10 –K for full year 2014 .

Please, also note, that the statements made show positive development of the business of the Debtors (NOT NEGATIVE), as well as " significant interest", which was allegedly received in financing the mill expansion project.

However, the facts were very different from the statements, both in respect to the positive outlook of the business of the Debtors and the " significant interest".

A FEW WEEKS AFTER FILING THIS 8-K REPORT WITH THE SEC, THE COMPANY WAS ALREADY NEGOTIATING WITH CREDITORS FOR A PRE-PACKAGED BANKUPTCY, AS THEY STATED IN THE 10-K REPORT FILED WITH THE SEC ON MARCH 27th 2015.

Quoted: "Beginning in February 2015, we began to engage in discussions with certain creditors and their advisors with respect to proposed changes to our capital structure, including the possibility of a consensual, pre-arranged restructuring transaction."(10-K Report, p. 39).

Further, in the Barak Klein's expert report, docket 1100, Exhibit B, it is stated, that the project received only two term sheets from potential investors and after several discussions, all talks with potential investors have ceased in late December 2014.

Out of 64 contacted potential investors, only two were interested in providing a term sheet, this hardly qualifies as " significant interest".

If all talks for finding a potential investor were terminated in December 2014, why did the Board of Allied Nevada not release this information of material significance on a current and rapid basis, as required by Section 409 of the Sarbanes Oxley Act?

4. In their capacity as senior officers the Management of the Debtors produced , signed and filed with the SEC Form 10-K for full 2014, filed with the SEC on 2015-03-27, post-petition

This Form contains following information and statements:

As of December 31, 2014, the Company was not in compliance with the Tangible

Net Worth covenant contained in the Revolver and certain capital lease obligations." pg 66 under Debt

"Debt covenants - page 41
We were not in compliance with all debt covenants as of December 31, 2014, which are discussed below in additional detail. Our debt agreements contain cross-default and cross-acceleration clauses , which means that an event of default or covenant violation under any of our debt agreements may result in the acceleration of substantially all of our outstanding debt. As of December 31, 2014, we were not in compliance with the Tangible Net Worth covenant contained in the Revolver and certain capital lease obligations."

Comment by I, Stoyan Tachev:

The financial statement is not compliant with Section 409 of the Sarbanes Oxley Act. Under the provisions of Section 409, the company shall disclose information about material changes in the financial condition of the company on a rapid and current basis to public and its shareholders. THE COMPANY WAS NOT COVENANT TO CERTAIN OF ITS OBLIGATIONS ON 2014-12-31, YET THIS WAS DISCLOSED ON 2015-03-27, NEARLY THREE MONTHS LATER.

The financial statement contains information about an asset impairment of long lived assets which amounts to 387 million US dollars, approximately 30 % of the value of the assets on record.

THE COMPANY WROTE OFF 30 % ($387 MILLION US DOLLARS) OF THE VALUE OF ITS ASSETS WHICH HAS A MATERIAL SIGNIFICANCE FOR SHAREHOLDERS. THIS IMPAIRMENT WAS REQUIRED TO BE DISCLOSED ON A RAPID AND CURRENT BASIS ACCORDING TO PROVISIONS OF SECTION 409 OF THE SARBANES OXLEY ACT. YET THIS MATERIAL CHANGE IN THE FINANCIAL CONDITION OF THE COMPANY WAS DISCLOSED NEARLY 3 MONTHS LATER. This is a lack of compliance to the Sarbanes Oxley Act.

In response to the objections to the Plan, filed by Messrs. Brian Tuttle, James R. Roberson, Jordan Darga , Stoyan Tachev, the Debtors stated in docket 1100 that the lack of liquidity triggered a series of talks with creditors etc., which have had the intention of forging a pre-packaged bankruptcy.

WHY DID THE COMPANY STATE ONGONIG POSTIVE BUSINESS OUTLOOK ON JANUARY 21ST WHILE MANAGEMENT WAS PLANNING TO ENGAGE, OR WAS ALREADY ENGAGED IN ARRANGING A CAPITAL

RESTRUCTURING OR EVEN A PRE-PACKAGED BANKRUPTCY THAT WOULD DESTROY SHAREHOLDERS?

5. Plan of Reorganization

5.1. Feasibility of the Plan

The Plan includes various assumptions that raise many questions about the future of the company.

The newly emerged company must find 870 million dollars for the completion of Phase 1 of the mill expansion project.

HOW CAN A NEWLY EMERGED COMPANY THAT JUST WENT THROUGH BANKRUPTCY GET FUNDING FOR 870 MILLION DOLLARS WITHOUT THERE EXISTING TREMENDOUS VALUE (COLLATERAL) THAT THE FINIANCERS COULD RELY ON IF THINGS GO SOUTH?

THE ONLY WAY THE DEBTORS WOULD BE ABLE TO OBTAIN FINANCING IS IF THEY WERE CONCEALING THE TRUE VALUE OF THE COMPANY ESTATE.

ALLIED NEVADA CLAIMED THAT THEY COULD NOT NEGOTIATE SUCH FINANCING PRIOR TO FILING AND YET NOW THEY CAN.

WHY COULD THEY NOT OBTAIN FINANCING WHEN THEY WERE WORTH 1.8 BILLION, AND WHY CAN THEY NOW WHEN THEY CLAIM THEY ARE WORTH BETWEEN 200 AND 300 MILLION. MOELIS NEEDS TO OPEN ITS EYES.

5.2. Financing the mill expansion through " strategic transaction"

Quoted:

"Further, uncontroverted evidence proffered or adduced at or prior to the Confirmation Hearing, which evidence is reasonable, persuasive and credible, establishes that the Amended Plan is feasible and Confirmation of the Amended Plan is **not likely** to be followed by the Reorganized Debtors liquidating or requiring further financial reorganization, except as may be otherwise contemplated by the Amended Plan. Such evidence establishes that the Reorganized Debtors' business plan contemplates that the Reorganized Debtors **intend to raise the capital necessary to complete construction of**

a mill to process sulfide ore; provided, that the Reorganized Debtors **may pursue a sale transaction outside of bankruptcy**.

For the avoidance of doubt, nothing in this Confirmation Order shall constrain the actions of the board of directors of Reorganized ANV or governing bodies of the other Reorganized Debtors, or such board's or governing bodies' respective ability to act, in furtherance of its fiduciary duties under all Applicable Laws."

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Quoted:

"For purposes of the projections, the Debtors **assume** the **strategic transaction *(worth $985 million)* occurs on January 1, 2016**. There can be no assurance that the transaction is achieved."
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Proceeds from **Strategic Transaction of $985million** listed on the Summary Projected Free Cash Flow in Exhibit C of Doc 933-3

In docket 1135 the Debtors mention " a sale transaction outside bankruptcy".

In docket 933-3 the Debtors stated that " for the financial projections" they assumed a "strategic transaction of 985 million US dollars", would happen on January 1st 2016.

Shareholders have many questions about these statements:

- What makes the Debtors think that they could raise this sum in the last 12 weeks of the year, when they couldn't for the past years? **Shareholders suspect dishonesty.**
- How can a 200 million dollars company even think that they will receive a sum which is five-fold of its value?
  Shareholders suspect dishonesty.
- Is it the "compelling economics" of Hycroft ? Because Hycroft is worth much more than the debtors claim?
  Shareholders suspect dishonesty.
- Was it not the same Hycroft which received only two term sheets from potential investors at the end of 2014,based on the same" compelling

economics"?
Shareholders suspect dishonesty.

- What has changed since then?
  Shareholders suspect dishonesty.
- What, for the Debtors, qualifies as " strategic transaction"? **Shareholders suspect dishonesty.**
- Does in not take considerable time and effort to negotiate such a transaction?

  Shareholders suspect dishonesty.
- Based on what arguments did the Debtors persuade the potential investors?
  Shareholders suspect dishonesty.
- Is there something they do not tell us?
  Shareholders suspect dishonesty.

6. Management incentive plan

   The Debtors sought and obtained relief for a management incentive plan.

   Comment by I, Stoyan Tachev:

   The concept of good faith presumes sincere actions.

   IF THE MANAGERS OF ALLIED NEVADA WERE SINCERE IN THEIR ACTIONS, THEY WOULD PUT TOGETHER A PLAN THAT WOULD BENEFIT ALL PARTIES INSTEAD OF JUST SEEKING INCENTIVES FOR THEMSELVES THROUGH THEIR MANAGEMENT INCENTIVE PLAN.

7. Lack of willingness to perform an evaluation. The cost of an evaluation vs. the total fees paid to debtor's lawyers and other professional fees incurred by the Debtors in the bankruptcy.

   The Debtors have repeatedly stated that an independent full evaluation of the company's assets is " unduly burdensome".

   Comment by I, Stoyan Tachev:

AN INDEPENDENT EVALUATION IS ABSOLUTELY NECESSARY IN THIS CASE. YOUR HONOR, IF THE DEBTOR'S HAD NOTHING TO HIDE, THEY WOULD WELCOME AN INDEPENDNET EVALUATION AS A WAY TO END ALL SHAREHOLDER OBJECTIONS. But that is not what happened. Instead, there was fierce opposition claiming that an evaluation would be "duly burdensome".

The cost of an evaluation would most likely be only a fraction of the amount spent on professional fees paid by the Debtors so far in these bankruptcy proceedings, which, upon information and belief, are in excess of 15 million US dollars as of writing this Motion.

8. John Connor

Mr. John Connor, chairman of the Equity Committee, was supposed to defend the rights of the shareholders.

After the Equity Committee concurred to accept the Amended Plan of Reorganization, the members of the Equity Committee, as well as Mr. Connor, in his capacity as chairman, solicited common shareholders to vote in favor of the Plan.

Yet the ballot results (see docket 1107, Declaration of James Daloia, p. 9 of 10), clearly show that Mr. Connor, in his capacity as a shareholder, voted against the Plan.

Comment by I, Stoyan Tachev:

As Mr. John Connor was one of the persons to negotiate the terms of the Plan, and concurred to the Amended Plan, he was obliged to deal in " good faith" and strive for the best possible solution for the constituents of the Equity Committee - the shareholders. He is expected to be most familiar with the provisions of the Amended Plan as he was involved in their negotiation and definition.

Yet this awkward discrepancy between words and deeds is a clear sign that Mr. Connor concurred to the Plan, not actually believing in the "good faith" of the Debtors.

Questions remain whether his other claims against the Estate of the Debtors have played a role in his actions, both in his capacity as Chairman of the Equity Committee and in his capacity as a shareholder.

9. In Docket 1100 the Debtors referred to the objecting shareholders (Messrs. Tuttle, Roberson, Darga and Tachev) as "lay men" and "these individuals".

   I hereby allow myself to remind the Debtors, that it was the "lay men" and "these individuals" to invest their hard earned money in Allied Nevada. It was them to buy the equipment, it was them to trust debtors with their funds, and it was them who will ultimately lose everything if this plan is approved.

   I hereby also allow myself to remind the Debtors, that "Titanic" was built by professionals. Allied Nevada was, and is managed, by professionals, too.

   I hereby take the liberty to remind the Debtors that the debtors are simply employees, who have the fiduciary duty to maximize the value of the company, which was built by the owners - the shareholders.

   If the debtors claim to treat the shareholders in "good faith" , but their deeds claim otherwise, then there is a problem.

10. Mill expansion

    I have read Mr. Klein's declaration.

    Quoted:
    As a lay man in mining, but professional in project management , I have several considerations to share:

    1. The mill expansion was started before a feasibility study was finished

    2. Without a feasibility study it was not possible, at least not from professional point of view, to determine whether to definitely pursue the project(stated in Barak Klein's declaration, docket 1100, Exhibit B)

    3. Without a feasibility study, the management of the Debtors spent hundreds of millions of dollars on foundations of the new mill etc., which would be not recoverable if the project does not get completed.

    4. They have started pouring the millions of dollars without knowing the total investment needed to complete the project.

    5. Subsequently, they were unable to search for a financing partner.

    6. What was their strategy? What did they expect?

    7. Do such investment decisions qualify as " professional"?

11. Ballot

I hereby state that I was not notified by the Debtors in any form about the Ballot process, much less in due time. I have not received any ballot papers and had no possibility to vote in due time via the ordinary process. In order to cast the ballot, I proactively approached my brokers, who cast my Ballot electronically on October 1st.

Fellow shareholders in Europe have also not received the ballot papers. United States shareholders, including objecting party of interest Jordan Darga also did not receive his and was only able to vote after much communication with his brokerage. When they finally did send it, it was already expired and not updated to the new extension date.

So the statement of the Debtors in docket 1100 that the ballot process was well organized and all notifications about it were sent and received in due time, has no merit.

12. Liquidation value

As stated in Docket 933-4 Filed 08/27/15 Page 4 of 9, the net liquidation value of the assets is between 167.1 and 240.7 million US dollars. Moelis uses the book value of the assets which were written down in December.

<u>All debtors assets include but are not limited to:</u>

1) Mineral reserves of 11 million oz. of gold, 324 million oz silver(as of 2014-12-31, information from the Debtors' website)
2) The existing leach pad operation(intact and operational)
3) Shovels, trucks etc.
4) The ore on the leach pads
5) Water rights
6) Foundations and other investments regarding the mill expansion
7) Valid permit for the mill expansion

As repeatedly stated by the Debtors:

1) Existing equipment is tailor made and there is limited market for it
2) The ore cannot be transported to other mills due to economic reasons

The whole assets package points to the following point of view- the assets can be sold only as a package.

The package would be interesting for a mining company only.

This company has to have sufficient funds to complete the mill expansion.

It would be very easy for a such a mining company to go forward with the mill expansion project as a substantial part of the investment is already made and there is a valid permit to complete the mill expansion

WHO WOULD BELIEVE THAT THE WHOLE PACKAGE IS VALUED AT ONLY BETWEEN $167 MILLION TO $241 MILLION DOLLARS? AND CONNECTED WITH THE "STRATEGIC TRANSACTION", WHO WOULD SPEND CLOSE TO 1 BILLION DOLLARS ON A COMPANY, WHICH WOULD FETCH A QUARTER OF A BILLION IF LIQUIDATED?

13. Permit for the mill expansion

As the Debtors stated, at the beginning of February 2015 they filed documents for permit for the mill expansion project. Strangely enough, at the same time, the Debtors started talks with their Creditors about capital restructuring or pre-packaged bankruptcy.

Based on what assumptions did a company on the verge of bankruptcy, without cash and without financing, file these documents? What made them sure they will need this permit? Just a month before that date they performed an asset impairment on the investments, related to the mill expansion, as the prospects of building it, were not positive? What changed between December 31st and the beginning of February?

14. Would the new company emerge as a private or as a public entity?

As the exercise of the warrants is to be different in the two scenarios, would it not be a sign of " good faith" to disclose the plan of the Debtors as to whether they plan to go public or go private after bankruptcy?

15. Warrants and amendment of the warrants agreement after confirmation

This Honorable Court has confirmed the Plan of the Debtors on 2015-10-06. On the very next day, the Debtors amended the warrants agreement twice. The amendments concerned the total(docket 1129) or the initial(docket 1134) share count of the new company.

IS THIS A SIGN OF "GOOD FAITH" THAT THE SHAREHOLDERS NEW ABOUT THESE DETAILS BEFORE THE CONFIRMATION AND CONCEALED THEM UNTIL AFTER THE CONFIRMATION?

CONCLUSION

In this motion I have provided numerous facts to this Honorable Court that prove that the Plan of Reorganization was not proposed in good faith.

The facts provided clearly indicate that there is a significant breach of fiduciary duties towards the shareholders, both by the Debtors and the Equity Committee. The confirmed Plan is vague at best about the Plans of the Debtors after they emerge, the funding of the mill expansion, the potential sale or merger of the company and the fate of the existing shareholder interests.

I, therefore, respectfully request this Honorable Court to schedule a rehearing on the confirmation of the Plan, as the Plan was not proposed in "good faith".

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to the following this the 16th day of October , 2015:

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