

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(In Bankruptcy and Insolvency)

THE HONOURABLE MADAM ) WEDNESDAY, THE 22<sup>ND</sup>  
JUSTICE SPIES ) DAY OF JULY, 2009



IN THE MATTER OF THE BANKRUPTCY OF  
CONSTELLATION COPPER CORPORATION, OF THE CITY OF TORONTO,  
IN THE PROVINCE OF ONTARIO

ORDER

**THIS MOTION** made by the Trustee (as defined below) for an Order:

- (a) if necessary, abridging the time for service of the Notice of Motion and Motion Record, and dispensing with the further service of the Notice of Motion and the Motion Record upon any interested person not served; and,
- (b) approving the Stipulation attached hereto as Schedule "A" to settle any claims between the bankrupt and Lisbon Valley Mining Co. LLC,

was heard this day at the courthouse at 330 University Avenue, Toronto, Ontario.

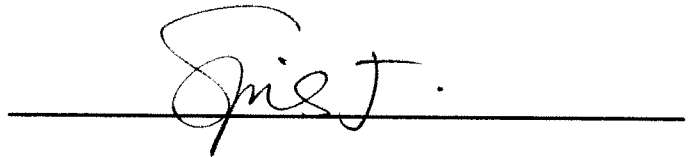
**ON READING** the Notice of Motion, and the First Report of Deloitte & Touche Inc., in its capacity as trustee in bankruptcy (the "Trustee") of Constellation Copper Corporation ("Constellation") filed; and upon hearing the submissions of counsel for the Trustee,

1. **THIS COURT ORDERS** the time for service of the Notice of Motion and the Motion Record herein is hereby abridged so that this motion is properly returnable today ~~and hereby orders and declares that there has been good and sufficient service and notice of this hearing and, that service of the Notice of Motion and the Motion Record herein upon any interested party be and the same is hereby dispensed with.~~

*MS*

2. **THIS COURT ORDERS AND DECLARES** that the Stipulation attached hereto as Schedule "A" to settle any claims between Constellation Copper Corporation and Lisbon Valley Mining Co. LLC, is hereby approved. The Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable in order to give effect to the Stipulation.

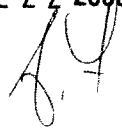
3. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or administrative body in any Province or Territory of Canada, any Canadian Federal Court or administrative body and any Federal or State Court or administrative body in the United States of America to act in aid of and to be complimentary to this Court in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.



ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUL 22 2009

PER / PAR:



SCHEDULE "A"

**STIPULATION REGARDING SETTLEMENT OF CLAIMS BY AND AMONG LISBON VALLEY MINING CO. LLC, DELOITTE & TOUCHE INC., SOLELY IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF CONSTELLATION COPPER CORPORATION AND NOT IN ITS PERSONAL CAPACITY AND RENEWAL CAPITAL CREDIT LLC**

This stipulation (the "Stipulation") is made as of June [ ], 2009 by and among (i) Lisbon Valley Mining Co. LLC, as debtor and debtor in possession (the "Debtor"), (ii) Deloitte & Touche Inc., solely in its capacity as trustee in bankruptcy of the estate of Constellation Copper Corporation ("Constellation") and not in its personal capacity, (the "Trustee"), and (iii) Renewal Capital Credit LLC, together with its affiliates, successors, participants and assigns ("Renewal" and with the Debtor and the Trustee, each a "Party" and collectively, the "Parties").

**RECITALS**

WHEREAS, on May 4, 2009 (the "Petition Date"), an involuntary petition was filed against the Debtor under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") commencing case number 09-24486 (the "Chapter 11 Case") in the United States Bankruptcy Court for the District of Utah, Central Division (the "Bankruptcy Court"); and

WHEREAS, on May 8, 2009, the Bankruptcy Court entered its Order for Relief in an Involuntary Case with respect to the Debtor; and

WHEREAS, Constellation, a company organized under the laws of Canada, which was formerly a publicly-traded company, and Summo USA Corporation ("Summo"), a corporation organized under the laws of the state of Colorado, are the holders of one hundred percent (100%) of the thirty seven membership interests authorized and issued by the Debtor, with Summo

holding thirty six of the Debtor's membership interests, and Constellation holding the remaining membership interest; and

WHEREAS, Summo is wholly-owned by Constellation; and

WHEREAS, on December 23, 2008, Constellation made an assignment in bankruptcy under the Bankruptcy and Insolvency Act (Canada) and the Trustee was appointed as trustee in bankruptcy of the estate of Constellation; and

WHEREAS, Renewal is the post-petition lender to the Debtor under a debtor-in-possession financing approved by the Bankruptcy Court (the "DIP Loan") and the proposed plan sponsor under the Plan of Reorganization of the Debtor and Debtor in Possession dated June 23, 2009; and

WHEREAS, the Parties now wish to fully and finally resolve any and all potential current and future claims, whether known or unknown, that they may have against each other arising in law, equity or under any potential theory (collectively, the "Claims") in order to foster the successful reorganization of the Debtor's Chapter 11 Case and make a distribution to the creditors of Constellation in Constellation's bankruptcy proceeding.

NOW THEREFORE, it is hereby stipulated and agreed by and among the Parties as follows:

### **SETTLEMENT**

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference as if fully set forth herein.
2. **Settlement Amount.** Within two (2) business days following the approval of this Stipulation by final non-appealable orders entered by both the Bankruptcy Court and the Ontario Superior Court of Justice (the "Canadian Court" and, together with the Bankruptcy Court, the

“Courts”), the Debtor shall borrow from Renewal under the DIP Loan the amount of US\$200,000 (the “Settlement Amount”) and place such amount in a segregated interest bearing escrow account selected by the Debtor (the “Escrow Account”). All accrued interest in the Escrow Account shall be the property of the Debtor and shall be payable to the Debtor in cash on the effective date of any plan of reorganization supported by the Debtor and Renewal (the “Effective Date”).

3. Payment to Trustee of Settlement Amount. Subject to the Termination Events, as defined below, the Trustee shall be paid the Settlement Amount on the Effective Date of any plan of reorganization supported by the Debtor and Renewal which seeks to effectuate the terms of this Stipulation.

4. Agreement of Constellation and the Trustee. The Trustee shall use its best efforts not to take any action (or to provide assistance or consent to any third party to take any action on behalf of the Trustee or Constellation), either directly or indirectly, in the Debtor’s Chapter 11 Case (except any act that may be necessary to support the approval of this Stipulation), including, but not limited to, any action to oppose: (i) any disclosure statement supported by the Debtor and Renewal (except to advise of any factual errors in relation to the Trustee), (ii) the confirmation of any plan of reorganization supported by the Debtor and Renewal, or (iii) the cramdown provisions to be contained in such plan of reorganization with respect to, or any provisions to be contained in such plan of reorganization relating to the treatment of, (a) any intercompany claims between Summo and the Debtor and/or between Constellation and the Debtor (collectively, the “Intercompany Claims”) and (b) the membership interests in the Debtor (the “Equity Interest”).

In addition, the Trustee shall not (i) sell, assign, transfer, pledge, hypothecate or encumber their (a) membership or equity interests or (b) their debt or claims in either the Debtor or Summo, (ii) take any direct or indirect action in connection with their equity interest in Summo that could result in the sale, assignment, transfer, pledge, hypothecation or encumbrance of Summo's membership or equity interests in the Debtor, or (iii) object to the treatment of any of the claims the Trustee or Constellation may have against the Debtor, as described in any disclosure statement or plan of reorganization supported by the Debtor and Renewal.

5. Termination Events. This Stipulation shall terminate and shall no longer be effective upon the occurrence of any of the following events (each, a "Termination Event"):

- (1) the Trustee or any creditor or equity security holder of Constellation opposes confirmation of any plan of reorganization supported by the Debtor and Renewal which seeks to effectuate the terms of this Stipulation;
- (2) the Trustee supports any effort by creditors or equity security holders of Constellation or Summo to oppose confirmation of any plan of reorganization supported by the Debtor and Renewal which seeks to effectuate the terms of this Stipulation;
- (3) the Debtor and/or Renewal support a plan of reorganization that does not seek to effectuate the terms of this Stipulation;
- (4) either the Bankruptcy Court or the Canadian Court fails to enter an order approving the terms of this Stipulation;
- (5) the Bankruptcy Court fails to enter an order confirming a plan of reorganization that is supported by the Debtor and Renewal which seeks to effectuate the terms of this Stipulation;

(6) the Debtor's Chapter 11 Case is converted to a Chapter 7 case or a trustee is appointed in the Debtor's Chapter 11 Case;

(7) the Trustee takes any direct or indirect action (i) to sell, assign, transfer, pledge, hypothecate or encumber its membership or equity interests in either the Debtor or Summo or to sell, assign, transfer any claims or debt the Trustee or Constellation may have against the Debtor or Summo, and (ii) in connection with its equity interest in Summo, that could result in the sale, assignment, transfer, pledge, hypothecation or encumbrance of Summo's membership or equity interests or any claims or debt the Trustee or Constellation may have against the Debtor;

(8) the Trustee objects to (i) the treatment of any of the Trustee's or Constellation's claims in any plan of reorganization supported by the Debtor or Renewal, or (ii) the cramdown provisions or any provisions to be contained in a plan of reorganization supported by the Debtor or Renewal with respect to the Intercompany Claims and the Equity Interest; and

(9) the Debtor and/or Renewal fails to fund the Settlement Amount into the Escrow Account within two (2) business days following the entry of final non-appealable orders entered by the Courts approving this Stipulation.

In the event a Termination Event occurs and the Trustee and/or or any creditor or equity security holder of Constellation are the Parties who triggered the Termination Event, the Trustee shall promptly notify in writing the Debtor and Renewal that such Termination Event has occurred by providing the Debtor and Renewal, within one (1) business day of such Termination Event, a notice of termination (a "Termination Event Notice"). Upon receipt of the Termination Event Notice, the Debtor and Renewal may agree, jointly and in their sole and absolute discretion, and within two (2) business days of such receipt, to waive such Termination Event and remain bound by this Stipulation. If the Debtor and Renewal, however, jointly decline to

remain bound by this Stipulation, which shall be evidenced by their failure to respond to the Termination Event Notice in writing within the prescribed time, all of the rights and remedies of the Parties shall be reinstated in full as if this Stipulation was never entered into.

In the event a Termination Event occurs and the Trustee and/or or any creditor or equity security holder of Constellation are the Parties who triggered the Termination Event, and the Debtor and/or Renewal believe that a Termination Event has occurred, the Debtor and/or Renewal shall promptly notify in writing the Trustee and/or Constellation that such Termination Event has occurred by providing the Trustee, within one (1) business day of becoming aware of such Termination Event, a Termination Event Notice. The Debtor and Renewal may agree, jointly and in their sole and absolute discretion, and within two (2) business days of sending the Termination Event Notice, to waive such Termination Event and remain bound by this Stipulation. If the Debtor and Renewal, however, jointly decline to remain bound by this Stipulation, which shall be evidenced by their failure to respond to the Termination Event Notice in writing within the prescribed time, all of the rights and remedies of the Parties shall be reinstated in full as if this Stipulation was never entered into.

In the event a Termination Event occurs and the Debtor and/or Renewal are the Parties who triggered the Termination Event, the Debtor and/or Renewal shall promptly notify in writing the Trustee or Constellation that such Termination Event has occurred by providing the Trustee or Constellation, within one (1) business day of such Termination Event, a Termination Event Notice. Upon receipt of the Termination Event Notice, the Trustee may agree, in its sole and absolute discretion, and within two (2) business days of such receipt, to waive such Termination Event and remain bound by this Stipulation. If the Trustee, however, declines to remain bound by this Stipulation, which shall be evidenced by its failure to respond to the Termination Event

Notice in writing within the prescribed time, all of the rights and remedies of the Parties shall be reinstated in full as if this Stipulation was never entered into.

In the event a Termination Event occurs and the Debtor and/or Renewal are the Parties who triggered the Termination Event, and the Trustee believes that a Termination Event has occurred, the Trustee shall promptly notify in writing the Debtor or Renewal that such Termination Event has occurred by providing the Debtor or Renewal, within one (1) business day of becoming aware of such Termination Event, a Termination Event Notice. The Trustee may agree, in its sole and absolute discretion, and within two (2) business days of sending the Termination Event Notice, to waive the Termination Event and remain bound by this Stipulation. If the Trustee, however, declines to remain bound by this Stipulation, which shall be evidenced by its failure to respond to the Termination Event Notice in writing within the prescribed time, all of the rights and remedies of the Parties shall be reinstated in full as if this Stipulation was never entered into.

6. Mutual Releases. The Debtor, on behalf of itself, its successors and assigns, and the Debtor's chapter 11 estate (each a "Debtor Releasing Party"), hereby agrees to release and forever discharge Constellation and the Trustee, and any of their successors and assigns, and their past, present and future officers, directors, partners, employees, members, agents, and professionals (each, a "Constellation Released Party"), of and from any and all claims, demands, liabilities, losses, damages and causes of action of any kind or nature arising out of, arising as a result of, or relating to the Claims, whether known or unknown, anticipated or unanticipated, which any Debtor Releasing Party has or may have against a Constellation Released Party.

The Trustee, on behalf of itself and Constellation and their successors and assigns (each a "Constellation Releasing Party"), hereby agree to release and forever discharge the Debtor and

Renewal, and any of their successors and assigns, and their past, present and future officers, directors, partners, employees, members, agents and professionals (each, a “Debtor Released Party”), of and from any and all claims, demands, liabilities, losses, damages and causes of action of any kind or nature arising out of, arising as a result of, or relating to the Claims, whether known or unknown, anticipated or unanticipated, which any Constellation Releasing Party has or may have against a Debtor Released Party.

The foregoing releases shall not apply to any obligations of any Party under this Stipulation.

7. Courts Approval. The Parties’ agreements set forth in this Stipulation are subject to (i) the entry of an order by the Bankruptcy Court approving the terms of this Stipulation, and (ii) the entry of an order by the Canadian Court approving the terms of this Stipulation.

8. Offer or Solicitation. In the event the Trustee receives any offer or solicitation for the sale, assignment, transfer, pledge, hypothecation or encumbrance of Constellation or Summo’s membership interests, equity interests or any claims or debt the Trustee or Constellation may have against the Debtor or Summo, the Trustee shall provide written notice within one (1) business day of any such offer or solicitation to the Debtor and Renewal.

9. Expenses. Within two (2) business days of receipt of a written confirmation from all the Parties of an agreement in principal on the terms and conditions of this Stipulation, Renewal shall pay to the Trustee the amount of US\$25,000 (the “First Advance”), on a non-refundable basis, in order to (i) cover the Trustee’s current out of pocket fees and costs incurred in connection with the negotiation of the terms of this Stipulation and (ii) serve as an advance for additional fees and costs to be incurred by the Trustee to obtain an order of the Canadian Court approving this Stipulation. Upon exhaustion of the First Advance, the Parties shall confer in

good faith to determine the amount of funds necessary and appropriate to cover any future fees and costs of the Trustee and its counsel, provided, however, that the aggregate amount of funds provided by the Debtor to the Trustee (including the First Advance) shall not exceed US\$50,000.

All advances paid to the Trustee and its counsel shall be in advance of any work performed. The Trustee and its counsel shall send to Renewal and the Debtor (via their counsel) copies of their Work In Progress Reports on a weekly basis via electronic mail.

If a Termination Event identified in sections 5(1), 5(2), 5(7) or 5(8) above occurs as a result of the actions of the Trustee, or if the Trustee takes any steps inconsistent with implementing the terms of this Stipulation, the Trustee shall fully refund to the Debtor one hundred percent (100%) of all fees and costs paid to the Trustee and its counsel.

10. Borrowing Under the Debtor-in-Possession Facility. Moneys to be funded to the Debtor for the Debtor to make all payments necessary under this Stipulation (in the aggregate amount of US\$250,000) shall be treated as an advance under the DIP Loan and shall bear interest at the rate of 10% per year. The Debtor shall promptly file a motion with the Bankruptcy Court seeking the Bankruptcy Court's authorization to borrow an additional US\$250,000 under the DIP Loan. The Debtor shall use its best efforts to obtain authorization from the Bankruptcy Court to borrow under the DIP Loan the amounts paid by Renewal to fund the Trustee's expenses as further described in section 9 above, in order to allow the Debtor to reimburse Renewal the amounts paid by Renewal to fund the Trustee's expenses.

11. Binding Effect. This Stipulation shall be binding upon and inure to the benefit of the Parties and to all trustees, liquidators, employees, agents, servants, predecessors, heirs, executors, administrators, successors, assigns, spouses, owners, officers, directors, shareholders, managers, members, general partners and limited partners of the Parties.

12. Entire Agreement. Each Party represents and warrants that no promise, inducement, or agreement not expressed herein has been made to such Party in connection with this Stipulation, and that this Stipulation constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous written or oral communications, understandings, and agreements with respect to the subject matter hereof. It is expressly understood and agreed that this Stipulation may not be altered and must be duly executed by each Party or the authorized representatives of each of the Parties. Each Party hereby agrees that such Party will make no claim at any time or place that this Stipulation has been orally altered or modified or otherwise changed by oral communication of any kind or character.

13. Manner of Execution. This Stipulation may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

14. No Admissions. Each Party acknowledges that nothing in this Stipulation constitutes an admission or concession of liability or of any fact. In addition, the Settlement Amount is not to be deemed a statement as to any value to be ascribed to the Claims, the Intercompany Claims or the Equity Interest.

15. Representation by Counsel. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their choosing prior to entering into this Stipulation and that they enter into this Stipulation freely and voluntarily. In entering into this Stipulation, neither party has relied on any representations or warranties of any other party, other than the representations or warranties expressly set forth in this Stipulation.

16. Governing Law; Jurisdiction. THIS STIPULATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH

OR THE LAWS OF THE PROVINCE OF ONTARIO, AS APPLICABLE, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE BANKRUPTCY COURT OR THE CANADIAN COURT, AS APPLICABLE, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE PARTIES HERETO (OR ANY OTHER PARTIES IN INTEREST IN THE BANKRUPTCY CASES AFFECTED HEREBY) PERTAINING DIRECTLY OR INDIRECTLY TO THIS STIPULATION OR TO ANY MATTER ARISING HEREUNDER OR RELATED HERETO, AND HEREBY SUBMIT TO PERSONAL JURISDICTION WITHIN THE STATE OF UTAH OR THE PROVINCE OF ONTARIO, AS APPLICABLE.

17. Non-Severability. Each and every term of this Stipulation is contingent upon the validity of every other provision. Should any court determine that any portion of this Stipulation is invalid or unenforceable, then unless the Parties otherwise agree in writing, this Stipulation shall be null, void and of no further effect and each Party shall be returned to the status quo immediately before the execution of this Stipulation.

18. Representative Capacity; Authority. Each person executing this Stipulation in a representative capacity represents and warrants that he or she is empowered to do so. Each Party represents that it has all requisite power and authority to execute this Stipulation and to perform its respective obligations under the Stipulation. Upon entry of orders by the Courts approving the Stipulation, this Stipulation, when duly executed, shall constitute the legal, valid and binding obligation of each Party, enforceable against each Party upon its terms.

19. As is, Where Is. The Parties shall not be construed as having made any representations or warranties as to the validity or nature of the Claims.

20. Notice. All notices under this Stipulation shall be provided to the following

addresses:

If to the Debtor: LISBON VALLEY MINING CO. LLC  
920 S. County Road 313, P.O. Box 248  
La Sal, UT 84530  
Attention: Robert M. Frayser  
Facsimile: (435) 686-2223

With a copy to: MCKAY BURTON & THURMAN  
170 South Main Street, Suite 800  
Salt Lake City, UT 84101  
Attention: Joel T. Marker  
Facsimile: (801) 521-4252

If to Renewal: RENEWAL CAPITAL CREDIT LLC  
C/o Renewal Capital LLC  
One Greenwich Plaza  
Greenwich, CT 06830  
Attention: Ken Garnett  
Facsimile: (203) 422-0409

With a copy to: McDERMOTT WILL & EMERY LLP  
340 Madison Avenue  
New York, NY 10173-1922  
Attention: Geoffrey T. Raicht and Nava Hazan  
Facsimile: (212) 547-5444

If to the Trustee: DELOITTE & TOUCHE, INC.  
1 Concorde Gate, Suite 200  
Toronto, Ontario  
Canada M3C 4G4  
Attention: Daniel Weisz and Adam Sherman  
Facsimile: (416) 601-6690

With a copy to: HEENAN BLAIKIE LLP  
P.O. Box 185, Suite 2600  
200 Bay Street  
Toronto, Ontario M5J 2J4  
Attention: Kenneth Kraft  
Facsimile: (416) 360-8425

21. Participation in Drafting. The Parties agree that counsel for all Parties have had an opportunity to participate in the negotiation and drafting of this Stipulation, and that any ambiguity in this Stipulation will not be construed against any Party bound herein.

22. Covenant of Good Faith. Each Party hereto covenants that it has entered into this Stipulation in good faith, and agrees to do all things necessary or convenient to carry out and effectuate the terms of this Stipulation, including, without limitation, the execution of all further and additional documents, and not to do or fail to do anything, directly or indirectly, that will interfere with the terms or conditions hereof or adversely affect any of the rights provided for herein.

**LISBON VALLEY MINING CO. LLC**

By: \_\_\_\_\_  
Name: Robert Frayser  
Title: General Manager, Debtor in Possession

**DELOITTE & TOUCHE INC., solely in its capacity as trustee in bankruptcy of CONSTELLATION COPPER CORPORATION and not in its personal capacity**

By: \_\_\_\_\_  
Name:  
Title:

**RENEWAL CAPITAL CREDIT LLC**

By: \_\_\_\_\_  
Name: Kenneth A. Garnett  
Title: Authorized Person

**IN THE MATTER OF THE BANKRUPTCY OF CONSTELLATION COPPER CORPORATION, OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(In Bankruptcy and Insolvency)**  
**Proceedings commenced in Toronto**

**ORDER**

**HEENAN BLAIKIE LLP**  
P.O. Box 185, Suite 2600  
Royal Bank Plaza, South Tower  
Toronto, Ontario M5J 2J4

**Kenneth D. Kraft (LSUC# 31919P)**  
Tel: 416-643-6822  
Fax: 416-360-8425

Solicitors for Deloitte & Touche Inc., in its capacity as trustee in bankruptcy of Constellation Copper Corporation

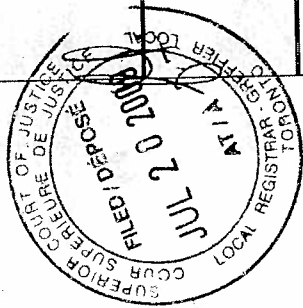
July 22, 2009

IN THE MATTER OF THE BANKRUPTCY OF CONSTELLATION COPPER CORPORATION, OF THE CITY OF

TORONTO, IN THE PROVINCE OF ONTARIO

July 22, 2009

*Mr Kraft for Trustee  
to me else appearing  
Order to go as asked Subject  
to amendment to para 1.  
Spreit*



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(In Bankruptcy and Insolvency)  
Proceedings commenced in Toronto**

**MOTION RECORD**  
(returnable July 22, 2009)

**HEENAN BLAIKIE LLP**  
P.O. Box 185, Suite 2600  
Royal Bank Plaza, South Tower  
Toronto, Ontario M5J 2J4

**Kenneth D. Kraft (LSUC# 31919P)**  
Tel: 416-643-6822  
Fax: 416-360-8425

Solicitors for Deloitte & Touche Inc., in its  
capacity as trustee in bankruptcy of  
Constellation Copper Corporation