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U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

5 -and-

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12 Attorneys for Credit Suisse
13 First Boston, as Prepetition Agent

14 IN THE UNITED STATES BANKRUPTCY COURT
15 FOR THE DISTRICT OF NEVADA

16 In re:
17 WASHINGTON GROUP INTERNATIONAL,
18 INC., et al.,

19 Debtors.

Case No. BK-N-01-31627-GWZ
(Chapter 11)

**STIPULATION AND ORDER
REGARDING FILING OF SINGLE,
CONSOLIDATED PROOFS OF
CLAIM OF PREPETITION
SECURED LENDERS**

Hrg. Date: N/A
Hrg. Time:
Est. Time:
Scheduled By:

20 WHEREAS, on May 14, 2001 (the "Petition Date"), Washington Group
21 International, Inc. ("WGI"), and its affiliated debtors (the "Affiliated Debtors"), as debtors and
22 debtors in possession in the above captioned cases (collectively, the "Debtors") each filed a
23 voluntary petition under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330
24 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of
25 Delaware (the "Bankruptcy Court");

26 WHEREAS, on May 21, 2001, the Office of the United States Trustee for the
27 District of Nevada appointed the Official Committee of Unsecured Creditors (the "Committee")
28 to serve in the Debtors' chapter 11 cases;

1051

1 WHEREAS, WGI and certain of its affiliates are party to a Credit Agreement,
2 dated as of July 7, 2000, as amended, (the "Prepetition Credit Facility," and together with all
3 agreements, documents, notes, instruments and any other agreements delivered pursuant thereto
4 or in connection therewith, the "Prepetition Financing Documents"), by and among WGI, as
5 borrower, Credit Suisse First Boston ("CSFB") as Administrative and Collateral Agent (the
6 "Prepetition Agent") and the lenders from time to time party thereto (the "Prepetition Secured
7 Lenders" and each, individually, a "Prepetition Secured Lender");

8 WHEREAS, as of May 14, 2001, the Debtors and their affiliated entities had
9 approximately \$706,000,000 outstanding under the Prepetition Credit Facility and certain of the
10 Prepetition Financing Documents, consisting of (i) a principal amount of approximately
11 \$401,000,000 in respect of term loans, together with accrued and unpaid interest thereon, (ii) a
12 principal amount of approximately \$172,000,000 in respect of a revolving line of credit, (iii)
13 letters of credit for a maximum stated amount of approximately \$130,000,000, together with
14 accrued and unpaid interest thereon, (iv) approximately \$2,500,000 in respect of an interest rate
15 transaction, and (v) approximately \$500,000 for foreign exchange transactions, (collectively, the
16 "Prepetition Secured Debt"). WGI's principal wholly-owned domestic subsidiaries jointly and
17 severally unconditionally guaranteed all obligations (the "Prepetition Loan Guarantors") under,
18 and related to, the Prepetition Credit Facility.¹ In addition, the Prepetition Secured Lenders assert
19 that Prepetition Credit Facility is secured by liens on the assets that comprise substantially all of
20 the value of the Debtors.² The Debtors agree to allow the Prepetition Secured Lenders to file a
21

22 ¹ Foreign entities, non-wholly owned subsidiaries, joint ventures and certain wholly-owned
23 domestic subsidiaries whose assets, were determined to be de minimis, are not Prepetition Loan
Guarantors.

24 ² The Prepetition Financing Documents contain the following provisions with respect to
25 exclusions from the liens granted:

26 a. The Security Agreement states: "provided that, to the extent that the
27 grant by any Grantor of a security interest pursuant to this Agreement in its right, title, and
28 interest in (i) any asset of such Grantor would violate any applicable law or, in the good faith
judgment of the Administrative Agent, in consultation with the Borrower, the expense, tax or
regulatory consequences or difficulty of obtaining such security interest would not, in light of the
benefits to accrue to the Lenders, justify such grant or (ii) any contracts or any General
Intangibles or Copyright Licenses, Patent Licenses or Trademark Licenses arising under such

1 single consolidated proof of claim, in the amount of \$706,000,000, solely for purposes of
2 administrative convenience;

3 WHEREAS, under the Prepetition Credit Facility, the Prepetition Lenders
4 originally agreed to advance credit to the Debtors in an aggregate amount not to exceed
5 \$1 billion, consisting of (i) a five year multi draw term loan facility totaling \$100 million, (ii) a
6 seven year term loan facility totaling \$400 million, and (iii) a five year revolving credit facility
7 totaling \$500 million. The Prepetition Credit Facility has been amended once to allow for the
8 issuance of Letters of Credit denominated in foreign currencies and to modify financial and
9 reporting covenants. On October 5, 2000, WGI terminated the five year multi draw term loan
10 facility totaling \$100 million due to its determination that near term borrowing capacity was
11 sufficient and to eliminate ongoing related commitment fees;

12 WHEREAS, as of the Petition Date, the Debtors maintained deposit and other
13 accounts with certain of the Prepetition Secured Lenders, and the Prepetition Secured Lenders

14
15 contracts is prohibited by such contracts with the consent of any other party thereto or would give
16 any other party to such contracts the right to terminate its obligations thereunder or is permitted
17 with consent if all necessary consents to such grant of a security interest have not been obtained
18 from other parties thereto (it being understood that the foregoing shall not obligate such Grantor
19 to obtain such consents), then, in the case of either clause (i) or clause (ii), a security interest in
20 such right, title and interest shall not be granted pursuant to this Agreement; provided further that
21 the limitation in the proceeding [sic] clause (ii) shall not affect, limit, restrict or impair the grant
22 by such Grantor of a security interest pursuant to this Agreement in any Account or any money or
23 other amounts due or to become due under any contracts." The Prepetition Secured Lenders
24 assert that, under Article 9 of the Uniform Commercial Code, certain of the above limitations are
25 void as a matter of law.

26 b. The Pledge Agreement provides that: "Pledged Equity Interests and
27 Rights shall not include (i) Equity Interest in any inactive Subsidiary that does not own any
28 significant assets, (ii) any Equity Interests or Rights in any Person, not wholly owned (directly or
indirectly) by the Borrower, the pledge of which is prohibited by any applicable joint venture
agreement, equity holders' agreement or the like entered into with another Person holding any
Equity Interest or Rights in such Person or by any applicable law, (iii) more than 65% of the
issued and outstanding shares of voting stock of any Foreign Subsidiary if adverse tax
consequences would arise from a pledge of a greater percentage of such voting stock, (iv) to the
extent that applicable law requires that a Subsidiary of such Pledger issue directors' qualifying
shares, such qualifying shares and (v) any other Equity Interests or Rights if, in the good faith
judgment the Administrative Agent and evidenced in writing, in consultation with the Borrower,
the expense, tax or regulatory consequences or difficulty of obtaining a security interest in such
Equity Interest or Rights would not, in light of the benefits to accrue to the Lenders, justify taking
such action."

1 assert that they may assert a setoff right in such accounts pursuant to Bankruptcy Code
2 sections 506(a) and 553 and applicable nonbankruptcy law;

3 WHEREAS, the Prepetition Secured Lenders have claims against WGI and the
4 Prepetition Loan Guarantors arising under or in connection with the Prepetition Credit Facility
5 and the documents related thereto, including without limitation, in respect of the Prepetition Debt
6 (the "Claims");

7 WHEREAS, absent this Stipulation and Order, each of the Prepetition Secured
8 Lenders may be required to file individual claims with voluminous exhibits, pursuant to the terms
9 of the Order Establishing Bar Date for Filing Proofs of Impaired Claims and Approving Form and
10 Manner of Notice Thereof, which Order was entered by the Bankruptcy Court on June 21, 2001
11 (the "Bar Date Order");

12 WHEREAS, the filing of a consolidated proof of claim for the Claims will greatly
13 facilitate the processing of the claims in these cases and reduce the expense that the Prepetition
14 Secured Lenders and the Debtors would be forced to incur by the processing of individual claims;

15 WHEREAS, the filing of proofs of claim for the Claims that do not attach
16 voluminous exhibits will further facilitate the processing of the claims in these cases and reduce
17 expenses that the Prepetition Secured Lenders and the Debtors would be forced to incur;

18 IT IS THEREFORE, STIPULATED, CONSENTED AND AGREED by and
19 among the Debtors and the Prepetition Agent as follows:

20 1. Notwithstanding anything to the contrary set forth in the Bar Date Order,
21 the Federal or Local Rules of Bankruptcy Procedure or other applicable law, the Prepetition
22 Agent, on behalf of itself and as agent for the Prepetition Secured Lenders under the Prepetition
23 Credit Facility, is authorized and permitted, but not directed, to file a single, consolidated proof of
24 claim in these chapter 11 cases on behalf of itself and the Prepetition Secured Lenders in
25 connection with all of the Claims arising under or in connection with the Prepetition Credit
26 Facility (and all documents related thereto), including without limitation, Claims in respect of the
27 Prepetition Debt.
28

1 2. Notwithstanding anything to the contrary set forth in the Bar Date Order,
2 the Federal or Local Rules of Bankruptcy Procedure or other applicable law, a consolidated proof
3 of claim filed pursuant to this Stipulation and Order in Case No. BK-N-01-31627 shall be deemed
4 to be a claim asserted and filed in the chapter 11 case of each of WGI and each of the Prepetition
5 Loan Guarantors. Any such consolidated proof of claim shall be filed in substantial conformity
6 with the form that is annexed to this Stipulation and Order as Exhibit "A", which form is hereby
7 approved.³

8
9 3. Notwithstanding anything to the contrary set forth in the Bar Date Order,
10 the Federal or Local Rules of Bankruptcy Procedure or other applicable law, the Prepetition
11 Agent need not state in a consolidated proof of claim (if any) the amount of the loans under the
12 Prepetition Credit Facility owing to individual Prepetition Secured Lenders. To the extent that a
13 consolidated proof of claim does so state the amounts of Prepetition Credit Facility loans owing
14 to individual Prepetition Secured Lenders, the Prepetition Agent shall have an absolute right to
15 amend such consolidated proof of claim from time to time as may be necessary, in the exclusive
16 discretion of the Prepetition Agent, to rectify inaccuracies (if any) in such amounts.

17 4. Notwithstanding anything to the contrary set forth in the Bar Date Order,
18 the Federal or Local Rules of Bankruptcy Procedure or other applicable law, the Prepetition
19 Agent need not attach as exhibits to any consolidated proof of claim copies of all documents
20 relevant to such proof of claim; *provided* that counsel to the Prepetition Agent shall make copies
21 of all such documents available for inspection by any party in interest upon such party's
22 reasonable request.

23
24 5. This Stipulation and Order is without prejudice to the right of any
25 Prepetition Secured Lender to file a separate proof of claim in these chapter 11 cases.

26 6. Notwithstanding anything to the contrary set forth in the Bar Date Order,
27

28 ³ The voluminous exhibits to be attached to Exhibit "A" are not attached to this Stipulation and Order.

1 the Federal or Local Rules of Bankruptcy Procedure or other applicable law, a separate proof of
2 claim filed by any Prepetition Secured Lender in Case No. BK-N-01-31627 shall be deemed to be a
3 claim asserted and filed in the chapter 11 case of each Debtor.

4
5 7. Notwithstanding anything to the contrary set forth in the Bar Date Order,
6 the Federal or Local Rules of Bankruptcy Procedure or other applicable law, any Prepetition
7 Secured Lender that files a separate proof of claim need not attach as exhibits to such individual
8 proof of claim (if any) copies of all documents relevant to such proof of claim, *provided that*
9 counsel to any such Prepetition Secured Lender shall make copies of all such documents available
10 for inspection by any party in interest upon such party's reasonable request.

11 Dated: August 21, 2001

Dated: August __, 2001

12 

13 *See faxed signature page attached*

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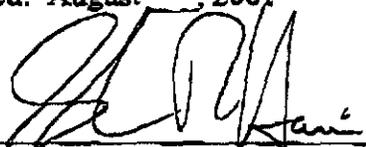
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the Federal or Local Rules of Bankruptcy Procedure or other applicable law, a separate proof of claim filed by any Prepetition Secured Lender in Case No. BK-N-01-31627 shall be deemed to be a claim asserted and filed in the chapter 11 case of each Debtor.

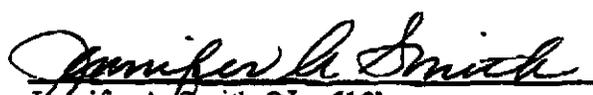
7. Notwithstanding anything to the contrary set forth in the Bar Date Order, the Federal or Local Rules of Bankruptcy Procedure or other applicable law, any Prepetition Secured Lender that files a separate proof of claim need not attach as exhibits to such individual proof of claim (if any) copies of all documents relevant to such proof of claim, provided that counsel to any such Prepetition Secured Lender shall make copies of all such documents available for inspection by any party in interest upon such party's reasonable request.

Dated: August 21, 2001



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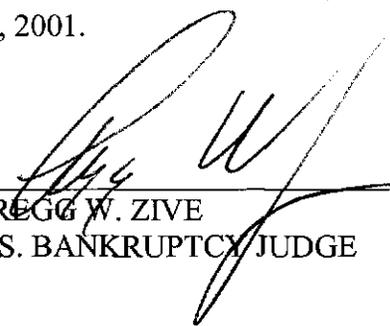
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ORDER

BASED UPON THE FOREGOING STIPULATION of the parties, and good cause appearing;

IT IS HEREBY ORDERED that the STIPULATION AND ORDER REGARDING FILING OF SINGLE, CONSOLIDATED PROOFS OF CLAIM OF PREPETITION SECURED LENDERS is APPROVED.

DATED this 27 day of August, 2001.



GREGG W. ZIVE
U.S. BANKRUPTCY JUDGE

Submitted By:
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Attorneys for Credit Suisse
First Boston, as Prepetition Agent

EXHIBIT "A"

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA		PROOF OF CLAIM
Name of Debtor: Washington Group International, Inc., et al.		Case Number: BK-N-01-31627-GWZ
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Credit Suisse First Boston, as Agent for the Prepetition Secured Lenders		THIS SPACE IS FOR COURT USE ONLY
Name and address where notices should be sent: Mr. Joel Glodowski Managing Director Eleven Madison Avenue New York, New York 10010 Telephone number: (212) 325-2000		
Account or other number by which creditor identifies debtor:		
		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS#: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)
2. Date debt was incurred: July 7, 2000		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: Approximately \$706,000,000 plus any interest, costs, fees, or other charges as may be applicable. If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Substantially all assets as set forth in the provisions of the loan documents included in Exhibit A Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). * Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Joel Glodowski, Managing Director	
Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

— DEFINITIONS —

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

4. Total Amount of Claim at Time Case Filed:

Fill in the amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Priority Claim

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

7. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

8. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.