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9  
10 **IN THE UNITED STATES BANKRUPTCY COURT**  
11  
12 **FOR THE DISTRICT OF ARIZONA**

13  
14 In re:  
15 ELEVATION GOLD MINING  
16 CORPORATION, *et al.*

17  
18 Debtors in a Foreign Proceeding.

19  
20 PATRIOT GOLD CORP,

21 Plaintiff,

22 v.

23 GOLDEN VERTEX CORP., *et al.*,

24 Defendants.

25 In Proceedings Under Chapter 15

26 Case No. 2:24-bk-06359-EPB

27 Jointly Administered with:

28 Case No. 2:24-bk-06364-EPB

Case No. 2:24-bk-06367-EPB

Case No. 2:24-bk-06368-EPB

Case No. 2:24-bk-06370-EPB

Case No. 2:24-bk-06371-EPB

Adv. No. 2:24-ap-00253-EPB

**PATRIOT GOLD CORP.’S SECOND  
MOTION FOR PRELIMINARY  
INJUNCTION PURSUANT TO FED.  
R. BANKR. P. 7065 AND FED. R. CIV.  
P. 65**

29  
30 This Motion (the “Motion”) is filed by Plaintiff Patriot Gold Corp. (“Patriot”).  
31 Patriot hereby requests that the Court grant a preliminary injunction requiring Defendant  
32 Golden Vertex Corp. (“GVC”), for all periods from and after October 22, 2025 (the date  
33 of the Court’s MSJ Order discussed below) until the Court enters final judgment in this  
34 case, to: (i) provide to Patriot and the Court, on a monthly basis, a detailed calculation of  
35 all royalties owing in accordance with the terms of the Patriot Royalty Deed (as discussed  
36 below) for the applicable month, and all back-up data supporting or otherwise relating to  
37

1 the calculation; and (ii) segregate and hold, in the United States and subject to the  
2 jurisdiction of this Court, the dollar amount of royalties payable to Patriot under the  
3 Royalty Deed. This request is made pursuant to Federal Rule of Civil Procedure  
4 65 (“FRCP 65”), which is made applicable to this Adversary Proceeding by Federal Rule  
5 of Bankruptcy Procedure 7065.<sup>1</sup>

6 **I. INTRODUCTION.**

7 Preliminary injunctions under FRCP 65 should be granted when necessary to  
8 preserve the status quo during the pendency of litigation and when, among other things, a  
9 movant establishes a likelihood that it will prevail on the merits and confronts potentially  
10 irreparable harm. This case presents compelling grounds for a preliminary injunction.

11 Pursuant to its Minute Entry Order entered on October 22, 2025 [Adv. Dkt. 106]  
12 (the “MSJ Order”), the Court entered partial summary judgment in favor of Patriot and  
13 against Defendant GVC (and all of the other Defendants)<sup>2</sup> that, pursuant to its duly  
14 recorded Royalty Deed, Patriot was granted and holds a real property interest in the  
15 minerals and proceeds generated therefrom at the Moss Mine (located in Arizona) owned  
16 by Defendant GVC. The Defendants have consistently asserted that, as the dispositive  
17 issue in this case, the Royalty interest granted to Patriot was not a real property interest.  
18 Notwithstanding the Court's adjudication in favor of Patriot on this dispositive issue, GVC  
19 and the other Defendants still have failed and refuse to pay the Royalties owned by and  
20 owing to Patriot, all despite the fact that they have not asserted, and they do not have, **any**  
21 basis for their continuing failure to pay the required Royalties in light of the MSJ Order.

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23 <sup>1</sup> Patriot fully reserves all of its rights, including its audit and other rights regarding the  
24 amount of Royalties owed and owing under the Royalty Deed, and all claims asserted in its *First*  
25 *Amended Complaint* [Adv. Dkt. 24] including, but not limited to, its claims for accounting,  
26 turnover, constructive trust, conversion, breach of Royalty Deed covenant, breach of contract,  
breach of the covenant of good faith and fair dealing, aiding and abetting conversion, unjust  
enrichment, and attorneys' fees and costs.

27 <sup>2</sup> With the exception of certain John Doe Defendants, the Defendants in this Adversary  
Proceeding are also the Debtors in the above-captioned Chapter 15 Case (the “Chapter 15  
28 Debtors”).

1           Patriot satisfies the first of the preliminary injunction factors because it not only  
2 has an overwhelming likelihood of success on the merits, it now has prevailed on the  
3 merits with respect to the dispositive issue in the case as provided in the Court's MSJ  
4 Order.

5           Patriot also faces irreparable harm. The Royalties owned by and owing to Patriot,  
6 including Royalties that are owing from and after the October 22, 2025 date of the MSJ  
7 Order, are all subject to Patriot's equitable claims for turnover, accounting, and  
8 constructive trust (in addition to Patriot's conversion and other related claims). GVC's  
9 continuing failure to pay and deliver the Royalties owned by and owing to Patriot is an  
10 ongoing conversion of Patriot's adjudicated property, and GVC's consumption and  
11 or/dissipation of the Royalties jeopardizes Patriot's rights to an accounting and turnover  
12 of, and constructive trust over, its property.

13           Finally, the balance of hardships and public policy also strongly favor the issuance  
14 of a preliminary injunction. The Court has adjudicated Patriot's real property interest  
15 under the Royalty Deed, and that GVC (and any future owner of the mine) is bound by  
16 and subject to this interest. Accordingly, requiring GVC to account for, segregate, and  
17 preserve Royalties going forward simply implements the Court's MSJ Order. In contrast,  
18 in the absence of an injunction, Patriot will continue to suffer the ongoing conversion and  
19 loss of its adjudicated property with no assurance of any recovery of same.

20           **II. FACTUAL AND PROCEDURAL BACKGROUND.**

21           **A. The Real Property Royalty Interest Held By Patriot Under The**  
22           **Royalty Deed.**

23           1.       The Moss Mine is a gold and silver mine located in Mohave County, Arizona.  
24 In May, 2016, Patriot sold the Moss Mine to GVC.

25           2.       In conjunction with the sale, GVC executed and delivered to Patriot that  
26 certain Royalty Deed (Patented and Unpatented Mining Claims) dated as of May 25, 2016  
27 (the "Royalty Deed"). A copy of the Royalty Deed is attached to this Motion as **Exhibit 1**.

1           3. Among other things, the Royalty Deed:

2           (a) Identifies the “Property” covered by the Royalty Deed (the “Property”)  
3 as “the minerals, the patented mining claims, the unpatented mining claims and interests  
4 (including all appurtenances) described in Exhibit “A” [attached to the Royalty Deed and  
5 identifying the mining claims and areas of interest subject to the deed], and any other  
6 mineral interests acquired within the Area of Interest.” *See Royalty Deed, Section 1.1.*

7           (b) Identifies the amount of the “Royalty” owned by and payable to Patriot  
8 (the “Royalty”) as “the amount of THREE PERCENT (3%) of Net Smelter Returns from  
9 the production of minerals from the Property.” *See Royalty Deed, Section 2.1.*<sup>3</sup>

10           (c) Requires GVC (and any subsequent owner of the mine Property) to  
11 “pay the Royalty to [Patriot] monthly within thirty (30) days after the end of each calendar  
12 month during which [GVC] receives payments on all products produced and sold from the  
13 Property.” *See Royalty Deed, Section 2.4.*

14           **B. The Adversary Proceeding.**

15           4. GVC stopped making the required Royalty payments to Patriot in October of  
16 2023. When Patriot initiated an action in Arizona State Court to enforce its rights, GVC  
17 and the other Defendants initiated an insolvency proceeding in Canada (the “Canadian  
18 Proceeding”), and then filed the above-captioned Chapter 15 Case.

19           5. GVC and the other Defendants have admitted that the Royalties are owing,  
20 and continue to accrue, under the Royalty Deed on a pre-petition and post-petition basis.  
21 *See Motion to Determine the Nature of Patriot Gold Corp’s [sic] Royalty Interest filed by*  
22 *GVC and the other Defendants in the Chapter 15 Case at Adm. Dkt. 52 (the “Avoidance*  
23 *Motion”) at p. 4 (Defendants admit that “[a]s of March 31, 2024, amounts owed to Patriot*

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25           <sup>3</sup> “Net Smelter Returns” is defined as “the aggregate proceeds received by [GVC] from time  
26 to time from any smelter or other purchaser from the sale of any minerals, ores, concentrates, metals  
27 or any other material of commercial value produced by and from the Property after deducting from  
28 such proceeds the following charges only to the extent that they are not deducted by the smelter or  
other purchaser in computing the proceeds: (a) The cost of transportation of the ores, concentrates  
or metals from the Property to such smelter or other purchaser, including related insurance; and (b)  
Smelting and refining charges including penalties.” *See Royalty Deed, Section 2.3.*

1 totaled approximately \$1.5 million."); *see also Monitor's Supplemental Report* at Adm.  
2 Dkt. 78 at p. 3.

3       6.      The sole basis articulated by GVC and the other Defendants for not paying  
4 the Royalties owed to Patriot is their contention that Patriot's interest under the Royalty  
5 Deed is not a real property interest. *See* Avoidance Motion.

6       7.      In light of this dispute, Patriot initiated this Adversary Proceeding against  
7 GVC and the other Defendants on November 19, 2024. Patriot asserts claims against GVC  
8 and the other Defendants for: (a) declaratory judgment regarding the nature of its interests  
9 under the Royalty Deed; (b) claims for accounting and turnover of the required Royalties;  
10 (c) claims for conversion and constructive trust in light of GVC's and the other Defendants'  
11 wrongful conversion and use of the Royalties owned by Patriot; and (d) related claims. *See*  
12 First Amended Complaint ("Complaint") [Adv. Dkt. 24].<sup>4</sup>

13       8.      GVC and the other Defendants have consistently asserted that whether the  
14 Royalty Deed grants to Patriot a real property interest is the "dispositive" issue in this case.  
15 *See, e.g., Defendants' Response to Royalty Holders' Second Joint Motion to Extend Certain*  
16 *Discovery Pretrial Deadlines* [Adv. Dkt. 71], pp. 1-2.

17       C.      **The MSJ Order.**

18       9.      Patriot and the Defendants filed cross-motions for summary judgment  
19 regarding Patriot's Claims for Declaratory Judgment regarding the nature of Patriot's  
20 interests under the Royalty Deed in the minerals and their proceeds at the Moss Mine. *See*  
21 *Plaintiff's Motion for Partial Summary Judgment* [Adv. Dkt. 57], *Defendants' Response to*  
22 *Plaintiff's Motion for Partial Summary Judgment -and - Defendants' Cross-Motion for*  
23 *Partial Summary Judgment* [Adv. Dkt. 75].

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25       4      In addition to Patriot, Sandstorm Gold Ltd., successor by vertical amalgamation to Nomad  
26 Royalty Company Ltd. ("Sandstorm") also asserts a royalty interest in the Moss Mine, and  
27 Sandstorm has also filed an Adversary Proceeding in the Chapter 15 Case (the "Sandstorm  
28 Adversary Proceeding") regarding its royalty interests. Patriot and Sandstorm are referred to  
collectively as the "Royalty Holders" and the Patriot Adversary Proceeding and Sandstorm  
Adversary Proceeding are referred to collectively as the "Adversary Proceedings".

1           10. On October 22, 2025, the Court entered the MSJ Order, in which it granted  
2 Patriot's summary judgment motion and denied Defendants' summary judgment motion.  
3 The Court's ruling is clear – “The language of the operative documents in this matter made  
4 clear the parties' intent was that Patriot reserve a real property interest that would run with  
5 the land and be binding on GVC's successors or assigns. The contemporaneously recorded  
6 deeds [including the Royalty Deed] gave effect to that intention. The Court finds that there  
7 is no genuine issue of any material fact as to the nature of the royalty interest and Patriot is  
8 entitled to judgment as a matter of law on that discrete issue.” *See* MSJ Order at 8.

9           **D. Defendants' Continuing Non-Payment Of The Royalty And**  
10           **Conversion Of Proceeds Subject To The Royalty Holders' Claims**  
11           **After The Closing Of The Canadian Sale.**

12           11. In December 2024, and while the Adversary Proceedings were pending, the  
13 Defendants and the Monitor asked the Canadian Court overseeing the Canadian Proceeding  
14 to approve a sale (the “Canadian Sale”) of the 100% ownership interest in GVC owned by  
15 Defendant Elevation Gold to a new entity, identified only as EG Acquisition, LLC. After  
16 the Canadian Court approved the Canadian Sale, this Court entered its December 30, 2024  
17 Order [Admin. Dkt. 153] (the “Recognition Order”) recognizing the Canadian Sale, but  
18 only with certain specific adjudications to ensure that the Royalty Holders' rights and claims  
19 are not affected by the sale and are fully preserved and protected from and after the sale.

20           12. In the Recognition Order, and among other things, this Court specifically  
21 ruled that the Royalty Holders' rights, claims or interests, including their rights in the  
22 minerals at the Moss Mine and their proceeds, were not “altered or affected in any way by  
23 this Order or the Canadian [Sale] Orders, and all such rights, claims and interests held by  
24 the Royalty Holders are fully preserved as rights, claims, and/or interests enforceable  
25 against GVC (including after the closing of the [Canadian Sale]), the Debtors, and all other  
parties.” *See* Recognition Order, ¶ 4; *see also* Recognition Order, ¶ 5.a.

26           13. In light of the rights and claims of the Royalty Holders in proceeds, the  
27 Recognition Order also requires that all cash, receivables from mineral production, and  
28 related assets that were held by GVC on the closing date of the Canadian Sale (defined as

1 the “GVC Residual Assets”) shall be segregated, preserved, and accounted for by the  
2 Monitor and shall not be consumed, used, or disbursed in any way pending further order of  
3 the Court. *See Recognition Order at Para. 5.b.*

4 14. The Canadian Sale closed on December 31, 2024. GVC was dismissed from  
5 the Canadian Proceeding immediately upon closing of the sale. GVC remains a Debtor in  
6 the Chapter 15 Case.

7 15. After the closing of the Canadian Sale, Mako Mining Corp. (“Mako”), a  
8 Canadian public company, disclosed that the buyer entity in the Canadian Sale is actually a  
9 corporate shell created and owned by Mako for the sole purpose of obtaining control over  
10 GVC and the Moss Mine. *See* Press Release issued by Mako on December 31, 2024  
11 (“12/31/24 Press Release”), p. 2. A copy of the 12/31/24 Press Release is attached hereto  
12 as **Exhibit 2**.<sup>5</sup>

13 16. Mako has stated that since the 12/31/2024 closing of the Canadian Sale it has  
14 been directly controlling (and continues to control) the operations of GVC and the Moss  
15 Mine. *See* Press Release issued by Mako on February 24, 2025 (“2/24/25 Press Release”),  
16 pp. 1-2. A copy of the 2/24/25 Press Release is attached hereto as **Exhibit 3**.

17 17. Mako stated in a 2/24/25 Press Release that “[s]ince January 2025, gold and  
18 silver sales from the Moss Mine have continued unabated with 832 oz. gold and 5,607 oz.  
19 silver shipped with an estimated value of US\$2.6 million.” *See id.*

20 18. Mako has further stated that the amount of proceeds from mineral production  
21 at the Moss Mine is continuing: (a) in a March 27, 2025 press release (the “3/27/25 Press  
22 Release”) Mako stated “Since December 31, 2024, a total of 1,593 ounces of gold and  
23 11,023 ounces of silver have been produced [from the Moss Mine] for a value of  
24 approximately US\$4.8 million, generating net cash of approximately US\$3.0 million.”; (b)  
25 in an April 21, 2025 press release (the “4/21/25 Press Release”) Mako stated that mineral  
26 production continues to increase and that “936 gold ounces [were] sold from the residual

27 5 The Mako Press Releases discussed above were all filed by Mako as part of its filings in the  
28 Canadian SEDAR site, which is the official public securities reporting and filing site used by  
Canadian public companies.

1 leach operations in the few days that Mako owned the mine during Q1 2025 and that this  
2 “doesn’t include 605 oz Au sold in 2025 prior to the [Mako’s] acquisition of the Moss  
3 Mine.”; (c) in a June 23, 2025 press release (the “6/23/2025 Press Release”) Mako said it  
4 had “fully recovered the US\$6.4 million acquisition cost for the 100%-owned Moss Mine  
5 in Arizona through cash flow derived from residual leaching of previously stacked  
6 mineralization,” among other things; (d) in a July 14, 2025 press release (the “7/14/25 Press  
7 Release” Mako said “[i]n Q2 2025, residual leaching continued at the Moss Mine, with gold  
8 sales of 1,372 oz.” at “\$3,321 per ounce”. Copies of the 3/27/25 Press Release, the 4/21/25  
9 Press Release, the 6/23/25 Press Release, and the 7/14/25 Press Release are attached hereto  
10 as **Exhibit 4, Exhibit 5, Exhibit 6, and Exhibit 7**, respectively.

11 19. Mako has also made clear that 100% of the net proceeds from mineral  
12 production at the Moss Mine will be up-streamed from GVC for the benefit of Mako – “all  
13 the net cashflow derived from gold and silver sales [from the Moss Mine] since December  
14 31st, 2024 will accrue to the benefit of Mako under the proposed terms of [its acquisition  
15 of the Moss Mine].” *See* 2/24/25 Press Release, p. 2.

16 **E. The Royalty Holders' Previous Motion For Preliminary**  
17 **Injunction.**

18 20. The Royalty Holders previously filed motions for a preliminary injunction in  
19 the Adversary Proceedings. *See Patriot Gold Corp.’s Motion for Preliminary Injunction*  
20 *Pursuant to Fed. R. Bankr. P. 7065 and Fed. R. Civ. P. 65* [Adv. Dkt. 46] (“Initial  
21 Preliminary Injunction Motion”); *Sandstorm Gold Ltd.’s (i) Joinder in Patriot Gold Corp.’s*  
22 *Motion for Preliminary Injunction, and (ii) Supplemental Motion for Preliminary*  
23 *Injunction Pursuant to Fed. R. Bankr. P. 7065 and Fed. R. Civ. P. 65* [Sandstorm Adv. Dkt.  
24 58]. These motions were filed before the Court entered the MSJ Order. The Court denied  
25 the previous motions because, at that time, the Court found there was insufficient evidence  
26 for the Court to determine whether Patriot (and/or Sandstorm) held real property interests  
27 in the Moss Mine under their respective royalty deeds/agreements. *See* Minute Entry/Order  
28

1 for Matter Taken Under Advisement [Adv. Dkt 68], p. 3. That issue has now been directly  
2 adjudicated in Patriot's favor under the MSJ Order.

3 **III. LEGAL ARGUMENT.**

4 **A Preliminary Injunction Should Be Ordered To Preserve And**  
5 **Protect Patriot From The Continuing Conversion Of Its Royalties**  
6 **By GVC And Its Controlling Entities.**

7 The function of a preliminary injunction under FRCP 65 is “to preserve the status  
8 quo pending a determination of the action on the merits.” *King v. Saddleback Junior Coll.*  
9 *Dist.*, 425 F.2d 426, 427 (9th Cir. 1970). Courts may issue preliminary injunctions based  
10 on the following factors: (1) the likelihood of movant’s success on the merits; (2) the  
11 possibility of an irreparable injury to movant in the absence of an injunction; (3) the  
12 balance of hardships between the parties; and (4) public policy favoring the requested  
13 relief. *See Friends of the Wild Swan v. Weber*, 767 F.3d 936, 942 (9th Cir. 2014). In  
14 applying these factors, the Ninth Circuit has adopted a “sliding scale” approach. *See All.*  
15 *for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1134 (9th Cir. 2011). Under this approach,  
16 if the balance of hardships strongly tips in favor of the movant, the proof necessary to  
17 show likelihood of success is decreased and the movant need only show there are “serious  
questions going to the merits”. *Id.* at 1132.

18 Moreover, while preliminary injunctions are generally not available for claims for  
19 monetary damages (*see Grupo Mexicano de Desarrollo S.A. v. All. Bond Fund, Inc.*, 527  
20 U.S. 308, 333 (1999)), the Ninth Circuit has made clear that when an action involves  
21 claims for equitable relief such as a claim for constructive trust, the *Grupo Mexicano*  
22 proscription is not applicable and a preliminary injunction is appropriate to preserve the  
23 plaintiff’s rights even if monetary damages are also asserted in the action. *See In re Focus*  
24 *Media Inc.*, 387 F.3d 1077, 1084–85 (9th Cir. 2004) (when an action involves claims for  
25 equitable relief, such as a claim for constructive trust or similar relief, a preliminary  
26 injunction is appropriate to preserve the plaintiff’s rights even if monetary damages are

1 also asserted in the action).<sup>6</sup> This principle has been confirmed repeatedly by courts  
2 throughout the Ninth Circuit. See, e.g., *Wimbledon Fund, SPC Class TT v. Graybox, LLC*,  
3 648 Fed. Appx. 701, 701 (9th Cir. 2016); *Reliance Hosp. LLC v. 5251 S Julian Drive LLC*,  
4 2023 WL 2601255, at \*2 (D. Ariz. Mar. 22, 2023) (preliminary injunction to freeze assets  
5 is appropriate in cases seeking equitable relief); *Miller v. Miller*, 2022 WL 715835, at \*1  
6 (D. Ariz. Mar. 10, 2022); *Castillo v. Johnson*, 2021 WL 75829, at \*2 (D. Ariz. Jan. 8,  
7 2021) (“The Court may grant an injunction to preserve the status quo and prevent the  
8 dissipation of assets when the plaintiff seeks equitable relief in the underlying action.”);  
9 *Ark v. HAF Corp.*, 2023 WL 4681591, at \*14 (C.D. Cal. June 27, 2023) (“the Court has  
10 the power to issue a preliminary injunction to prevent a defendant from dissipating assets  
11 in order to preserve the possibility of equitable remedies”)

12 **B. Patriot Has Succeeded On The Merits.**<sup>7</sup>

13 In the MSJ Order, the Court now has adjudicated that under the Royalty Deed  
14 Patriot holds a real property interest in the minerals and their proceeds at the Moss Mine  
15 that runs with the mine property and is binding on GVC and its successors and assigns.  
16 Accordingly, Patriot is not only likely to succeed on the dispositive merits in this case, it  
17 has already prevailed and summary judgment has been entered in its favor on the issue  
18 deemed by the Defendants themselves as dispositive.

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20 <sup>6</sup> In *Focus Media*, the Ninth Circuit cited with approval the Fourth Circuit’s explanation of  
21 the circumstances under which it would be proper to freeze assets by preliminary injunction:  
22 [W]hen the plaintiff[] asserts a cognizable claim to specific assets of the defendant  
23 or seeks a remedy involving those assets, a court may in the interim invoke equity  
24 to preserve the status quo pending judgment where the legal remedy might prove  
25 inadequate and the preliminary relief furthers the court’s ability to grant the final  
relief requested.

387 F.3d at 1085 (quoting *U.S. ex rel. Rahman v. Oncology Associates.*, 198 F.3d 489, 496–97 (4<sup>th</sup>  
Cir. 1999)).

<sup>7</sup> To establish a likelihood of success on the merits Patriot need only show it has a ““fair  
chance of success.”” *Focus Media*, 387 F.3d at 1086 (quoting *Republic of the Philippines v.  
Marcos*, 862 F.2d 1355, 1362 (9th Cir. 1988)). Even if Patriot does not establish a likelihood of  
succeeding on the merits (which it does) a preliminary injunction still should be granted because  
this case presents “serious questions” and the balance of harm tips strongly in favor of Patriot.  
See *Republic of the Philippines v. Marcos*, 862 F.2d at 1362.

1       Moreover, the Court's entry of judgment in favor of Patriot on the nature of its  
2 Royalty interest confirms that Patriot owns and holds a property right in proceeds in the  
3 amount of the Royalty, and that its claims for conversion and for constructive trust are  
4 properly asserted. *See, e.g., In re Ursula Operating Co., LLC*, No. 22-1729, 2024 WL  
5 278397, at \*1-3 (3d Cir. Jan. 25, 2024) (holder of mineral royalty holds a real property  
6 interest that is excluded from the debtor and the property of its estate under Bankruptcy  
7 Code Section 541(d); therefore Chapter 11 debtor subject to the royalty does not own or  
8 “have an equitable interest in the Royalty Claimants’ *designated share of the proceeds*  
9 *that it received from the sale of those resources*” and the claimants are entitled to assert a  
10 constructive trust claim against the debtor to prevent unjust enrichment) (applying  
11 Colorado law) (emphasis added); *Boyd v. Martin Exploration Co.*, 56 B.R. 776, 779-80  
12 (E.D. La. 1986) (overriding oil and gas royalty interests conveyed by debtor prepetition  
13 were property of royalty holders and not estate property; royalty owners entitled to, and  
14 estate held royalties owed in, constructive trust for benefit of royalty holders). In the MSJ  
15 Order, the Court recognized that Defendants “tacitly acknowledged” these realities if  
16 Patriot were found to hold a real property interest under the Royalty Deed (which of course  
17 is what the Court ruled in its Order). *See* MSJ Order at 4, n. 1.

18       C.    **Patriot Confronts Irreparable Injury In The Absence Of A**  
19       **Preliminary Injunction.**

20       Ongoing conversion of a movant’s claimed property interest is irreparable harm  
21 sufficient to grant a preliminary injunction. *See Piper v. Gooding & Co. Inc.*, 334 F. Supp.  
22 3d 1009, 1022-23 (D. Ariz. 2018); *AAAG-California, LLC v. Kisana*, 439 F. Supp. 3d  
23 1265, 1279 (D. Utah 2020).

24       This case presents a clear case of potential irreparable harm to Patriot. Mako, the  
25 entity directly controlling GVC’s operation of the Moss Mine from and after the  
26 December 31, 2024 closing of the Canadian Sale, has stated repeatedly that mineral  
27 production from the mine has continued “unabated” and has generated millions of dollars  
28 of proceeds since the sale closing and is anticipated to continue to increase. However,

1 GVC has not paid (and is not paying) Patriot, is not accounting for, and is not segregating  
2 and preserving, the percentage of these proceeds that are owned by and owing to Patriot  
3 under the Royalty Deed. Rather, GVC is consuming these proceeds for its own benefit.  
4 Moreover, Mako has stated expressly that 100% of the millions of dollars of net proceeds  
5 being generated by the continued production from the Moss Mine are being upstreamed  
6 from GVC to Mako, a Canadian company arguably outside of the jurisdiction of U.S.  
7 courts. GVC (under the direction of Mako) has ignored the Royalty Holders' demand to  
8 preserve the status quo by segregating and preserving the amount of the Royalties payable  
9 to the Royalty Holders pending resolution of the Adversary Proceeding.

10 In short, Patriot faces the exact type of harm that compels the ordering of a  
11 preliminary injunction – GVC (now under the direction of Mako) is continuing to convert,  
12 consume and upstream to a foreign entity Patriot's property, with complete disregard for  
13 Patriot's now adjudicated Royalty interests. The harm to Patriot also clearly outweighs  
14 any potential harm to GVC – Mako could not be clearer that GVC is generating substantial  
15 excess net proceeds from production of the minerals that are subject to Patriot's claims.

16 **D. The Balance Of Hardships Favors Entry Of A Preliminary  
17 Injunction.**

18 The balance-of-hardships factor “concerns the burdens or hardships to [the moving  
19 party] compared with the burden on [the non-moving party] if an injunction is ordered.”  
20 *Porretti v. Dzurenda*, 11 F.4th 1037, 1050 (9th Cir. 2021). The preliminary injunction  
21 requested by Patriot does no more than require GVC (and the other Defendants) to  
22 recognize going forward what the Court has already adjudicated - that Patriot owns and  
23 holds a real property interest in the minerals and their proceeds at the Moss Mine in the  
24 amount of the Royalty, and that GVC and its successors are and remain subject to same.  
25 There is no basis whatsoever for GVC (or the other Defendants) to ignore the Court's  
26 adjudication by continuing to fail and refuse to account for and segregate, preserve and  
27 maintain the proceeds generated from and after entry of the MSJ Order in the amount of  
28 the Royalty.

1           In contrast, and as explained above in Subsection C, Patriot confronts irreparable  
2 harm if GVC is allowed to continue to convert and consume the proceeds owned by and  
3 payable to Patriot.

4           **E. Public Policy Favors Entry Of A Preliminary Injunction.**

5           Public policy also supports entry of a preliminary injunction. “As a practical  
6 matter, if a plaintiff demonstrates both a likelihood of success on the merits and irreparable  
7 injury, it almost always will be the case that the public interest will favor the plaintiff.”  
8 *Am. Tel. & Tel. Co. v. Winback & Conserve Program, Inc.*, 42 F.3d 1421, 1427 n. 8 (3d  
9 Cir. 1994). The public also “has a strong interest in preserving the availability of a forum  
10 for the enforcement of property rights.” *Wagner v. Adickman*, 2019 WL 2996059, at \*4  
11 (D. Ariz. 2019). Here, public policy certainly favors entry of a preliminary injunction to  
12 prevent ongoing conversion of the adjudicated property rights of Patriot in the proceeds  
13 subject to Patriot's Royalty.

14           **IV. CONCLUSION.**

15           Based on the foregoing, Patriot respectfully requests that the Court enter a  
16 preliminary injunction order requiring Defendant GVC, for all periods from and after the  
17 October 22, 2025 entry of the MSJ Order until the Court enters final judgment in this case,  
18 to: (i) provide to Patriot and the Court, on a monthly basis, a detailed calculation of all  
19 royalties owing in accordance with the terms of the Royalty Deed for the applicable month,  
20 and all back-up data supporting or otherwise relating to the calculation; and (ii) segregate  
21 and hold, in the United States and subject to the jurisdiction of this Court, the dollar  
22 amount of royalties payable to Patriot under the Royalty Deed.

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DATED this 11<sup>th</sup> day of November, 2025.

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