

No. S-228723  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.  
C-36

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT OF  
PURE GOLD MINING INC.

PETITIONER

**ORDER MADE AFTER APPLICATION**  
**(APPOINTMENT OF CHIEF ADMINISTRATIVE OFFICER)**

BEFORE THE HONOURABLE JUSTICE )  
WALKER ) March 30, 2023

ON THE APPLICATION of the Petitioner coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on the 30<sup>th</sup> day of March, 2023; AND ON HEARING Peter L. Rubin and Alison Burns, counsel for the Petitioner, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the materials filed, including Affidavit #6 of Chris Haubrich, affirmed March 24, 2023 (the "**Sixth Haubrich Affidavit**") and the Fourth Report of KSV Restructuring Inc. (in its capacity as court-appointed monitor of the Petitioner, the "**Monitor**") dated March 24, 2023 (the "**Fourth Report**"); AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, BC Reg 168/2009 and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

***Capitalized Terms***

1. Capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Amended and Restated Initial Order of this Court dated November 9, 2022 (the "**ARIO**").

### ***Appointment of Chief Administrative Officer***

2. Jonathan Singh (the “**Consultant**”) is hereby appointed as the Petitioner’s Chief Administration Officer (“**CAO**”) pursuant to the terms of this Order and the Consulting Agreement dated March 24, 2023 between the Petitioner and the Consultant, attached as Appendix 1 to the Fourth Report (the “**Consulting Agreement**”).

3. The Consulting Agreement is hereby approved, and the Petitioner is hereby authorized and directed to enter into and carry out the terms of the Consulting Agreement, including, without limitation, making the payments to the Consultant contemplated thereunder.

4. In its role as CAO the Consultant shall perform the functions and duties set out in the Consulting Agreement. The Consultant is hereby authorized to take such steps and perform such tasks as are necessary to its role as CAO, including but not limited to:

- (a) acting as the sole signing authority for the Petitioner, including in respect of all banking arrangements, and entering into agreements on behalf of the Petitioner, provided that any material agreement to be entered into by the Petitioner is approved by the Monitor or the Court;
- (b) engaging and/or terminating, on behalf of the Petitioner, the Petitioner’s employees or contractors and directing the Petitioner’s employees or contractors with respect to day-to-day operations to preserve and enhance the going concern value of the Petitioner;
- (c) assisting the Petitioner, the Sales Agent (as defined in the SISP and Sales Agent Approval Order of this Court dated November 9, 2022 (the “**SISP Order**”)), and the Monitor to carry out the SISP (as defined in the SISP Order) and any resulting transaction or CCAA plan;
- (d) making decisions with respect to the Petitioner’s operations that will enable or assist the Petitioner and its major stakeholders to preserve the value of the Petitioner and implement a transaction or CCAA plan; and
- (e) providing direction for the Petitioner throughout these CCAA proceedings.

5. The Consultant shall provide timely updates to the Monitor in respect of their activities as CAO.

6. For the purposes of carrying out the functions and duties set out in the Consulting Agreement, the Consultant (i) shall have full and complete access to the records and operations of the Petitioner, including the premises, books, data, and other financial documents of the Petitioner, and (ii) is hereby authorized to meet with any employee, director, representative or agent of the Petitioner. The employees, directors, and representatives and agents of the Petitioner are hereby directed to fully cooperate with the Consultant in connection with the functions and duties of the Consultant set out in the Consulting Agreement.

7. The Consultant shall not take possession of the Petitioner’s Property and shall not, by fulfilling its obligations under the Consulting Agreement or its role as CAO, be deemed to have taken or maintained possession or control of the Petitioner’s Business or the Property, or any part thereof, including without limitation for the purpose of any Environmental Legislation.

8. In addition to the rights and protections afforded to the Consultant as an officer of the Court, no provision of this Order is intended, or shall be deemed, to appoint or otherwise obligate the Consultant to act as a director, *de facto* director, or employee of the Petitioner.

9. Nothing in this Order shall be construed as resulting in the Consultant being an employer, successor employer, a responsible person, operator or any person with apparent authority within the meaning of any statute, regulation or rule of law, or equity (including any Environmental Legislation) for any purpose whatsoever.

10. Neither the Consultant nor any employee or agent of the Consultant shall incur any liability as a result of fulfilment of the Consultant's duties as CAO of the Petitioner, or, if applicable, by acting as a director of the Petitioner during the pendency of these proceedings, save and except for any liability or obligation incurred as a result of gross negligence or wilful misconduct on their part.

11. If, but for the provisions of this Order, the Consultant would have any liability with respect to any losses, claims, damages or liabilities to his Majesty the King in right of the Province of Ontario or would have incurred an obligation under any enactment of Ontario or Canada (including Environmental Legislation) such liability or obligation shall be deemed to be a liability or obligation of the Petitioner.

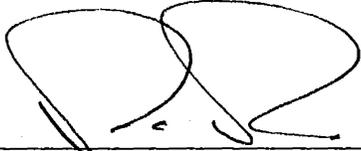
12. The Consultant shall be entitled to the benefit of and participate in the Administrative Charge contained in paragraph 31 of the ARIO, to secure the amounts payable by the Petitioner to the Consultant under the Consulting Agreement. Should the Consultant be appointed a director of the Petitioner, the Consultant shall also be entitled to the benefit of and participate in the D&O Charge contained in paragraph 21 of the ARIO.

13. Until further order of this Court, no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Consultant or their employees or agents relating to their appointment as CAO, or their conduct pursuant to the Consulting Agreement, and all rights and remedies of any person against or in respect of the Consultant are hereby stayed and suspended, except with leave of this Court, any such application seeking leave of this Court shall be served upon the Consultant, the Monitor and the Petitioner at least seven (7) days prior to the return date of any such application for leave.

14. The obligations of the Petitioner to the Consultant pursuant to the Consulting Agreement are not claims that may be compromised pursuant to any plan of arrangement or compromise filed by the Petitioner under the CCAA, any proposal under the BIA, or any other restructuring and no such plan, proposal or restructuring shall be approved that does not provide for the payment of all amounts owing to the Consultant pursuant to the terms of the Consulting Agreement.

15. Endorsement of this Order by counsel appearing on this application except for counsel for the Petitioner is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



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Signature of Peter L. Rubin  
Counsel for the Petitioner

BY THE COURT



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REGISTRAR



**Schedule "A" to the CAO Order**

(List of Counsel)

<b>COUNSEL NAME</b>	<b>PARTY REPRESENTED</b>
Kibben Jackson	KSV Restructuring Inc., in its capacity as the Monitor
Colin Brousson	Sprott Private Resource Lending II (Collector), LP, Sprott Private Resource Lending II (CO), Inc., and Sprott Resource Lending Corp.
<i>Sage Nematollahi</i>	<i>Class Action Plaintiff</i>

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**ORDER MADE AFTER APPLICATION  
(CAO)**

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