

This is the 1st Affidavit of  
Justin Morello in this case  
and was made on 25/MAY/2023

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


AFFIDAVIT

I, JUSTIN MORELLO, Barrister and Solicitor, of 2700 Commerce Place, 10155 - 102 Street,  
Edmonton, Alberta:

1. I am a lawyer with the law firm of Miller Thomson LLP, counsel for the Application Respondent, Nuna Logistics Limited ("**Nuna**"), and as such have knowledge of the matters contained in this affidavit.
2. Attached hereto as "**Exhibit A**" is a copy of a construction lien (the "**Construction Lien**") which Nuna registered on title to the property legally described therein (the "**Pure Gold Property**") on October 31, 2022.
3. Attached hereto as "**Exhibit B**" is a copy of the Statement of Claim (the "**Statement of Claim**") in the proceeding of the Ontario Superior Court of Justice bearing Court File No. CV-22-00000103-0000 (the "**Nuna Lien Action**"), which Nuna commenced as against the Petitioner, Pure Gold Mining Inc. ("**Pure Gold**") and Sprott Resource Lending Corp., on November 7, 2022.

4. Attached hereto as "**Exhibit C**" is a copy of the Certificate of Action issued in the Nuna Lien Action by the Ontario Superior Court of Justice on November 7, 2022 (the "**Certificate of Action**"), and attached hereto as "**Exhibit D**" is a copy of Instrument No. KN111895 received on November 7, 2022 in the Land Registry Office of Kenora, pursuant to which Nuna submitted the Certificate of Action for registration on title to the Pure Gold Property.
  
5. Attached hereto as "**Exhibit E**" is a copy of an affidavit of service with respect to service of the Statement of Claim on Pure Gold.


AFFIRMED before me at the City of  
Edmonton, in the Province of Alberta,  
this 25th day of May, 2023.

  
A Notary Public in and for the Province  
of Alberta

}   
JUSTIN MORELLO



This is **Exhibit "A"** referred to in the Affidavit of Justin Morello, affirmed before me at Edmonton, Alberta this 25th day of May, 2023



---

A NOTARY PUBLIC / COMMISSIONER OF  
OATHS in and for the Province of Alberta



**Properties**

**PIN** 42005 - 0352 LT  
**Description** FIRSTLY: MINING CLAIM KRL12523 BAIRD; SECONDLY: MINING CLAIM KRL12522 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006; THIRDLY: MINING CLAIM KRL12521 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS (AS TO SEVENTHLY), VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO UNDER LT73821 & EXCEPTING SRO PT 1 23R12344; FOURTHLY: MINING CLAIM KRL11509 BAIRD AMENDED BY LT138124, EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; FIFTHLY: MINING CLAIM KRL11506 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; SIXTHLY: MINING CLAIM KRL12527 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006 & EXCEPT PT 1, 23R10828 SRO; SEVENTHLY: MINING CLAIM KRL12528 BAIRD EXCEPT SRO AS IN 23R5427 PT 5, 14 TO 20 THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF ROSS LAKE; S/T EASEMENT OVER PT 9, 11 AND 23, 23R5427 AS IN LT123741 AMENDED BY LT155422; S/T LT123745; SUBJECT TO AN EASEMENT IN GROSS OVER PART MINING CLAIM KRL12527, PART 1, PLAN 23R14608 BAIRD AS IN KN83850; SUBJECT TO AN EASEMENT IN GROSS OVER 1STLY: PT MINING CLAIM KRL12527 PT 1 23R14609; 2NDLY: PT MINING CLAIM KRL12528 PT 2 23R14609; 3RDLY: PT MINING CLAIM KRL12523 PTS 3, 4 & 5 23R14609; 4THLY: PT MINING CLAIM KRL12521 & KRL12523 PT 6 23R14609; 5THLY: PT MINING CLAIM KRL12521, PT 7 23R14609 AS IN KN83878; MUNICIPALITY OF RED LAKE

**Address** RED LAKE

**PIN** 42005 - 0235 LT  
**Description** PCL 5282 SEC DPF SRO; BLK C PL M667 T/W LT123738; RED LAKE

**Address** 2 MAIN STREET  
MADSEN

**PIN** 42005 - 0234 LT  
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**Address** 2 LAKE ROAD  
MADSEN

**Consideration**

**Consideration** \$3,828,741.92

**Claimant(s)**

**Name** NUNA LOGISTICS LIMITED  
**Address for Service** c/o Miller Thomson LLP  
100 New Park Place, Suite 700  
Vaughan, Ontario L4K 0H9  
Attention: Lori Goldberg

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Statements**

Name and Address of Owner PURE GOLD MINING INC. - 1055 West Hastings Street, Suite 1900, Vancouver, British Columbia V6E 2E9. Name and address of person to whom lien claimant supplied services or materials PURE GOLD MINING INC. - 1055 West Hastings Street, Suite 1900, Vancouver, British Columbia V6E 2E9. Time within which services or materials were supplied from 2021/11/28 to 2022/10/26 Short description of services or materials that have been supplied Provision of all labour, materials, equipment and services required for ore crushing and hauling. Contract price or subcontract price \$8,556,396.73 (inclusive of HST). Amount claimed as owing in respect of services or materials that have been supplied \$3,828,741.92 (inclusive of HST).

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

**Signed By**

Christine Naycalo 40 King Street West, Suite 5800 acting for Signed 2022 10 31  
Toronto Applicant(s)  
M5H 3S1

Tel 416-595-8500  
Fax 416-595-8695

**Signed By**

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

MILLER THOMSON 40 King Street West, Suite 5800 2022 10 31  
Toronto  
M5H 3S1

Tel 416-595-8500

Fax 416-595-8695

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30

Total Paid \$66.30

This is **Exhibit "B"** referred to in the Affidavit of Justin Morello, affirmed before me at Edmonton, Alberta this 25th day of May, 2023



A NOTARY PUBLIC / COMMISSIONER OF OATHS in and for the Province of Alberta





Court file no.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30**

**BETWEEN:**

**NUNA LOGISTICS LIMITED**

**Plaintiff**

**- and -**

**PURE GOLD MINING INC. and SPROTT RESOURCE LENDING CORP.**

**Defendants**

**STATEMENT OF CLAIM**

**TO THE DEFENDANTS**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

~~Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,000 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$500.00 for costs and have the costs assessed by the court.

Date: November 7, 2022

Issued by \_\_\_\_\_  
Local registrar

Address of court office 216 Water Street  
Kenora, ON  
P9N 1S4

**TO: PURE GOLD MINING INC.**  
1055 West Hastings Street, Suite 1900  
Vancouver, British Columbia V6E 2E9

**AND TO: SPROTT RESOURCE LENDING CORP.**  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2600  
Toronto, ON M5J 2J1



### CLAIM

1. The Plaintiff claims from the Defendants, or any of them:
  - (a) payment of the sum of \$3,828,741.92 (inclusive of HST);
  - (b) in the alternative, damages in the amount of \$3,828,741.92 for breach of contract and/or unjust enrichment;
  - (c) in the alternative, payment of the sum of \$3,828,741.92 on a quantum meruit basis;
  - (d) a declaration that the Plaintiff is entitled to a lien in the amount of \$3,828,741.92, inclusive of all applicable taxes, against lands and premises described in the Plaintiff's construction lien, attached hereto as Schedule "A" (the "**Subject Properties**"), or against any security that may be posted into Court to the credit of the Plaintiff's construction lien to vacate the Plaintiff's construction lien from the Subject Properties pursuant to section 44(6) of the *Construction Act*, R.S.O. 1990, c. C. 30 (the "**Act**");
  - (e) that, in default of payment of the said sum of \$3,828,741.92, plus costs, all the estate and interest of the Defendants in the Subject Properties be sold and the proceeds – or in the alternative, the cash proceeds of any and all financial security paid into Court under the *Act* to vacate the Plaintiff's construction lien from the Subject Properties – be applied towards payment of the Plaintiff's claim for principal, interest and costs pursuant to the provisions of the *Act*;
  - (f) a declaration of full priority over the mortgages in favour of Sprott Resource Lending Corp., or alternatively, priority over the said mortgages to the extent of any un-advanced portions, or in the further alternative, priority to the extent of any deficiencies in the holdback required to be maintained pursuant to the provisions of the *Act*;
  - (g) a declaration as to the amount of, and an accounting with respect to, any and all holdback retained or required to be retained by the Defendants pursuant to the *Act*;

- (h) a declaration that the Plaintiff is entitled to a charge against the holdback required to be retained pursuant to the *Act*;
- (i) for all purposes aforesaid and for all other purposes, that all accounts be taken, inquiries made and proper directions be given;
- (j) a declaration regarding the priority of the Plaintiff's construction lien with respect to any and all unregistered leases, easements, rights of way, mortgages, debentures and any other unregistered interests whatsoever as of the date of registration of the Plaintiff's construction lien;
- (k) payment of pre-judgment and post judgment interest calculated in accordance with the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended;
- (l) costs of this action on a substantial indemnity basis, plus applicable taxes; and
- (m) such further and other relief as this Honourable Court may deem just.

### The Parties

2. The Plaintiff, Nuna Logistics Limited ("**Nuna**"), is a corporation incorporated under the laws of the Province of British Columbia, and carries on business supplying services and materials to mining operations.

3. The Defendant, Pure Gold Mining Inc. ("**Pure Gold**"), is a corporation incorporated under the laws of the Province of British Columbia, and owns and operates the Pure Gold Mine, located near Red Lake Ontario. All material times, Pure Gold was the registered Owner of the Subject Properties.

4. The Defendant, Sprott Resource Lending Corp. ("**Sprott**"), is and was at all material times a mortgagee with respect to the charge registered on title as Instrument No. KN91467 to the portion of the Subject Properties bearing PIN 42005-0352.

## The Contract

5. On or about May 1, 2022, Pure Gold entered into a Master Services Agreement with Nuna (the "**Contract**") to provide of all labour, materials, equipment and services required for the ore crushing and hauling and site wide services (the "**Services**") to the Subject Properties (the "**Project**").

6. Between November 2021 and October 22, 2022, Nuna provided all Services required pursuant to the terms of the Contract, and as directed and requested by Pure Gold, in a good and workmanlike manner.

7. Pursuant to the Contract, Nuna submitted Applications for Payment in accordance with section 23.2 of the Contract, and such Applications for Payment were payable by Pure Gold, in full, within 30 days of Pure Gold's receipt of the same. Late payments were subject to interest in accordance with the Act.

8. In or around mid 2022, as a result of Pure Gold's ongoing financial and cash flow difficulties, Pure Gold and Nuna agreed to a payment schedule for the Services performed .

9. In or around fall 2022, Pure Gold failed, neglected, refused, and/or otherwise defaulted on the payments required by the Contract and the aforementioned payment schedule.

10. Pure Gold has failed to pay Nuna for all of the Services performed at the Subject Properties; to date, Pure Gold has failed, neglected and/or refused to pay Nuna the outstanding amount of \$3,828,741.92, on account of the Services performed (the "**Amount Owing**").

## Construction Lien

11. By reason of the Services to the Project, Nuna became entitled to a lien upon the estate or interest of the Defendants, or any of them, in the Subject Properties.

12. Additionally, by reason of the supply of the Services as required by the Contract, Nuna became and is entitled to a charge upon the holdbacks required to be retained by the Defendants, or any of them, under the *Act*.

13. On October 31, 2022, Nuna registered a construction lien registered as Instrument No. KN111773 in the amount of \$3,828,741.92 against the Project lands and premises in the Land Registry Office No. 23 (Kenora) (the "**Lien**"). A copy of the Lien is attached hereto as Schedule "A".

14. Sprott is the holder of a mortgage in the principal sum of \$75,000,000 registered on title to the portion of the Subject Properties bearing PIN 42005-0352, which was registered against title on August 6, 2019 as Instrument No. KN91467 (the "**Mortgage**").

15. Nuna states that the Mortgage was given and taken with the intention to secure financing of the improvements at the Subject Properties and Nuna claims that it has full priority over the Mortgage.

16. Alternatively, Nuna states that its lien has priority over the Mortgage to the extent of any deficiencies in the holdbacks required to be retained pursuant to the provisions of the *Act*.

17. In the further alternative, Nuna states that its Lien has priority over the Mortgage to the extent that any portion of monies advanced under the Mortgage exceed the actual value of the Subject Property at the time when the first lien arose.

18. In the further alternative, Nuna states that its lien has priority over the Mortgage to the extent of any unadvanced portion thereof.

19. Nuna states that the knowledge of all advances made pursuant to the Mortgage are within the knowledge of the Defendants.

20. The Subject Properties were, at all material times, the lands to which Nuna supplied the Services, at the request of, on behalf of, with the consent, and for the direct benefit of Pure Gold, who is, and at all material times was, an "owner" within the meaning of section 1(1) of the Act.

#### **Other Relief**

21. In the alternative to the relief claimed above, , and not by way of waiver, by reason of supplying the Services to the Subject Properties, the Defendants, or any of them, have received the benefit of the same and have been unjustly enriched in the total sum of \$3,828,741.92 at the expense of Nuna. Nuna pleads and relies upon the doctrine of unjust enrichment.

22. In the further alternative, Nuna claims from the Defendants, or any of them the sum of \$3,828,741.92 for the Services supplied to the Subject Properties and described in the Lien attached hereto as Schedule "A" on the basis of *quantum meruit*.

23. To the extent that the Defendants are indebted to Nuna, Nuna is entitled to an accounting of any and all funds disbursed by the Defendants in relation to the Project, and the tracing, and restitution of any and all such amounts.

24. Nuna proposes that this action be tried at Kenora, Ontario.

25. Service of this originating claim is being made upon the Defendant, Pure Gold, outside of Ontario in accordance with Rules 17.02 of the *Rules of Civil Procedure*.

November 7, 2022

**MILLER THOMSON LLP**

100 New Park Place, Suite 700  
Vaughan, ON Canada L4K 0H9

**Riccardo Del Vecchio** LSO#55199N

[rdelvecchio@millerthomson.com](mailto:rdelvecchio@millerthomson.com)

Tel: 905.532.6617

**Lori Goldberg** LSO#58581V

[lgoldberg@millerthomson.com](mailto:lgoldberg@millerthomson.com)

Tel: 905.532.6607

Lawyers for the Plaintiff

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

**Properties**

**PIN** 42005 - 0352 LT  
**Description** FIRSTLY: MINING CLAIM KRL12523 BAIRD; SECONDLY: MINING CLAIM KRL12522 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006; THIRDLY: MINING CLAIM KRL12521 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS (AS TO SEVENTHLY), VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO UNDER LT73821 & EXCEPTING SRO PT 1 23R12344; FOURTHLY: MINING CLAIM KRL11509 BAIRD AMENDED BY LT138124, EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; FIFTHLY: MINING CLAIM KRL11506 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; SIXTHLY: MINING CLAIM KRL12527 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006 & EXCEPT PT 1, 23R10828 SRO; SEVENTHLY: MINING CLAIM KRL12528 BAIRD EXCEPT SRO AS IN 23R5427 PT 5, 14 TO 20 THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF ROSS LAKE; S/T EASEMENT OVER PT 9, 11 AND 23, 23R5427 AS IN LT123741 AMENDED BY LT155422; S/T LT123745; SUBJECT TO AN EASEMENT IN GROSS OVER PART MINING CLAIM KRL12527, PART 1, PLAN 23R14608 BAIRD AS IN KN83850; SUBJECT TO AN EASEMENT IN GROSS OVER 1STLY: PT MINING CLAIM KRL12527 PT 1 23R14609; 2NDLY: PT MINING CLAIM KRL12528 PT 2 23R14609; 3RDLY: PT MINING CLAIM KRL12523 PTS 3, 4 & 5 23R14609; 4THLY: PT MINING CLAIM KRL12521 & KRL12523 PT 6 23R14609; 5THLY: PT MINING CLAIM KRL12521, PT 7 23R14609 AS IN KN83878; MUNICIPALITY OF RED LAKE

**Address** RED LAKE

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**Description** PCL 5282 SEC DPF SRO; BLK C PL M667 T/W LT123738; RED LAKE

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**Address** 2 LAKE ROAD  
MADSEN

**Consideration**

Consideration \$3,828,741.92

**Claimant(s)**

**Name** NUNA LOGISTICS LIMITED  
**Address for Service** c/o Miller Thomson LLP  
100 New Park Place, Suite 700  
Vaughan, Ontario L4K 0H9  
Attention: Lori Goldberg

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This document is not authorized under Power of Attorney by this party.

**Statements**

Name and Address of Owner PURE GOLD MINING INC. - 1055 West Hastings Street, Suite 1900, Vancouver, British Columbia V6E 2E9. Name and address of person to whom lien claimant supplied services or materials PURE GOLD MINING INC. - 1055 West Hastings Street, Suite 1900, Vancouver, British Columbia V6E 2E9. Time within which services or materials were supplied from 2021/11/28 to 2022/10/26 Short description of services or materials that have been supplied Provision of all labour, materials, equipment and services required for ore crushing and hauling. Contract price or subcontract price \$8,556,396.73 (inclusive of HST). Amount claimed as owing in respect of services or materials that have been supplied \$3,828,741.92 (inclusive of HST).

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

**Signed By**

Christine Naycalo 40 King Street West, Suite 5800 acting for Signed 2022 10 31  
Toronto Applicant(s)  
M5H 3S1

Tel 416-595-8500

Fax 416-595-8695

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

**Signed By**

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

MILLER THOMSON

40 King Street West, Suite 5800  
Toronto  
M5H 3S1

2022 10 31

Tel 416-595-8500

Fax 416-595-8695

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30

Total Paid \$66.30



**NUNA LOGISTICS LIMITED**  
Plaintiff

and **PURE GOLD MINING INC. et al**  
Defendants

Court file no.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the**  
***Construction Act, R.S.O. 1990, c. C.30***

**PROCEEDING COMMENCED AT KENORA**

**STATEMENT OF CLAIM**


**MILLERTHOMSON LLP**  
100 New Park Place, Suite 700  
Vaughan, ON Canada L4K 0H9

**Riccardo Del Vecchio LSO#55199N**  
rdelvechio@millerthomson.com  
Tel: 905.532.6617

**Lori Goldberg LSO#58581V**  
lgoldberg@millerthomson.com  
Tel: 905.532.6607

Lawyers for the Plaintiff

This is **Exhibit "C"** referred to in the Affidavit of Justin Morello, affirmed before me at Edmonton, Alberta this 25th day of May, 2023



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A NOTARY PUBLIC / COMMISSIONER OF OATHS in and for the Province of Alberta





Court file no.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30**

**BETWEEN:**

**NUNA LOGISTICS LIMITED**

**Plaintiff**

**and**

**PURE GOLD MINING INC. and SPROTT RESOURCE LENDING CORP.**

**Defendants**

**CERTIFICATE OF ACTION**

I certify that an action has been commenced in the Superior Court of Justice under the *Construction Act* between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim(s) for lien bearing the following registration numbers:

**KN111773**

Date: November 7, 2022

\_\_\_\_\_  
Registrar  
216 Water Street  
Kenora, ON  
P9N 1S4

**SCHEDULE A**

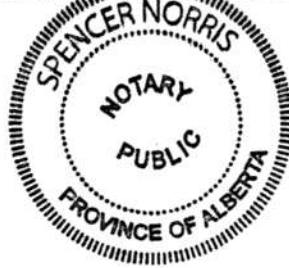
Description of premises:

This is **Exhibit "D"** referred to in the Affidavit of Justin Morello, affirmed before me at Edmonton, Alberta this 25th day of May, 2023



---

A NOTARY PUBLIC / COMMISSIONER OF OATHS in and for the Province of Alberta



**Properties**

**PIN** 42005 - 0352 LT  
**Description** FIRSTLY: MINING CLAIM KRL12523 BAIRD; SECONDLY: MINING CLAIM KRL12522 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006; THIRDLY: MINING CLAIM KRL12521 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS (AS TO SEVENTHLY), VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO UNDER LT73821 & EXCEPTING SRO PT 1 23R12344; FOURTHLY: MINING CLAIM KRL11509 BAIRD AMENDED BY LT138124, EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; FIFTHLY: MINING CLAIM KRL11506 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; SIXTHLY: MINING CLAIM KRL12527 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006 & EXCEPT PT 1, 23R10828 SRO; SEVENTHLY: MINING CLAIM KRL12528 BAIRD EXCEPT SRO AS IN 23R5427 PT 5, 14 TO 20 THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF ROSS LAKE; S/T EASEMENT OVER PT 9, 11 AND 23, 23R5427 AS IN LT123741 AMENDED BY LT155422; S/T LT123745; SUBJECT TO AN EASEMENT IN GROSS OVER PART MINING CLAIM KRL12527, PART 1, PLAN 23R14608 BAIRD AS IN KN83850; SUBJECT TO AN EASEMENT IN GROSS OVER 1STLY: PT MINING CLAIM KRL12527 PT 1 23R14609; 2NDLY: PT MINING CLAIM KRL12528 PT 2 23R14609; 3RDLY: PT MINING CLAIM KRL12523 PTS 3, 4 & 5 23R14609; 4THLY: PT MINING CLAIM KRL12521 & KRL12523 PT 6 23R14609; 5THLY: PT MINING CLAIM KRL12521, PT 7 23R14609 AS IN KN83878; MUNICIPALITY OF RED LAKE

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**Address** 2 LAKE ROAD  
MADSEN

**Party From(s)**

**Name** NUNA LOGISTICS LIMITED  
**Address for Service** c/o Miller Thomson LLP  
100 New Park Place, Suite 700  
Vaughan, Ontario L4K 0H9  
Attention: Lori Goldberg

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Statements**

This document relates to registration number(s)KN111773

Schedule: See Schedules

**Signed By**

Christine Naycalo 40 King Street West, Suite 5800 acting for Signed 2022 11 07  
Toronto Party From(s)  
M5H 3S1

Tel 416-595-8500

Fax 416-595-8695

I have the authority to sign and register the document on behalf of the Party From(s).

**Submitted By**

MILLER THOMSON 40 King Street West, Suite 5800 2022 11 07  
Toronto  
M5H 3S1

Tel 416-595-8500

**Submitted By**

Fax 416-595-8695

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

This is **Exhibit "E"** referred to in the Affidavit of Justin Morello, affirmed before me at Edmonton, Alberta this 25th day of May, 2023



A NOTARY PUBLIC / COMMISSIONER OF OATHS in and for the Province of Alberta



**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30**

BETWEEN:

NUNA LOGISTICS LIMITED

Plaintiff

- and -

PURE GOLD MINING INC. and SPROTT RESOURCE LENDING CORP.

Defendants

**AFFIDAVIT OF DEBRA CAMERON**  
**SWORN MAY 25, 2023**

I, Debra Cameron, of the Town of Newmarket, in the Province of Ontario, MAKE OATH  
AND SAY:

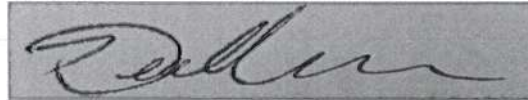
1. I am a Legal Assistant at Miller Thomson LLP, the lawyers for the Plaintiff, and as such have knowledge of the matters herein.
2. On November 24, 2022 I sent an email to Kibben Jackson and Rebecca Barclay Nguinambaye of Fasken Martineau DuMoulin LLP (counsel for the Court Appointed Monitor for the Defendant, Pure Gold Mining Inc. ("**Pure Gold**") as set out in the Reinstated and Initial Order Justice Walker of November 9, 2022 in Pure Gold's CCAA proceeding), and Colin Brousson of DLA Piper (counsel for the Defendant, Sprott Resource Lending Corp.), attaching a letter from Lori Goldberg of this office dated November 24, 2022, the Statement of Claim in these proceedings, and the Order of Justice Walker. Attached to my Affidavit and marked as **Exhibit A** is a copy of that email and its enclosures.
3. On November 24, 2022 Kibben Jackson responded to my email advising that Fasken was counsel for the Monitor, KSV Restructuring Inc. only in Pure Gold's CCAA proceeding, and that Peter Rubin of Blakes was counsel of record for Pure Gold in the



CCAA proceeding, and also forwarded the Statement of Claim to Peter Rubin. Peter Rubin responded to that email with his acceptance of service of the Statement of Claim on behalf of Pure Gold. Attached to my Affidavit and marked as **Exhibit B** is are copies of those two emails.

- 4. On December 14, 2022 Colin Brousson of DLA Piper sent me an email accepting service of the Statement of Claim on behalf of the Defendant, Sprott Resource Lending Corp. Attached to my Affidavit and marked as **Exhibit C** is a copy of that email.

AFFIRMED before me by video )  
 conference with the Deponent in the Town )  
 of Newmarket, and the Commissioner in )  
 the Town of Aurora, in the Province of )  
 Ontario, this 25<sup>TH</sup> day of May, 2023 in )  
 accordance with O. Reg. 431/20, )  
 Administering Oath or Declaration  
 Remotely.


---

A Commissioner for Taking Affidavits  
 Richard MacGregor, LSO#66369G

---

DEBRA CAMERON

**Tab A**

This is Exhibit "A" referred to in the  
Affidavit of Debra Cameron  
sworn before me this 25<sup>th</sup> day of May, 2023



---

*A Commissioner for Taking Affidavits*

**Cameron, Debra**

---

**From:** Cameron, Debra <dcameron@millerthomson.com>  
**Sent:** Thursday, November 24, 2022 10:06 AM  
**To:** 'kjackson@fasken.com'; 'mguinambaye@fasken.com'; 'colin.brousson@dlapiper.com'  
**Cc:** Goldberg, Lori; Del Vecchio, Riccardo  
**Subject:** Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]  
**Attachments:** 66037637\_1\_2022-11-07- Issued Statement of Claim (Kenora) .PDF; 66114264\_1\_2022-11-09 Amended and Restated Initial Order .PDF; 66342981\_1\_2022-11-24 -Letter from L. Goldberg to Counsel (serving Statement of Claim) .pdf

Good morning,

I have attached a letter from Lori Goldberg dated November 24, 2022, and the enclosed Statement of Claim and Amended and Reinstated Order of Justice Walker dated November 9, 2022.

Thank you,

Debra

**DEBRA CAMERON**

Legal Assistant

**Miller Thomson LLP**

Services provided through Miltom Management LP

100 New Park Place, Suite 700

Vaughan, Ontario L4K 0H9

**Direct Line:** +1 905.532.6621

**Fax:** +1 905.660.0139

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Please consider the environment before printing this email.



**MILLER THOMSON**  
AVOCATS | LAWYERS

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November 24, 2022

**Private and Confidential**

**Delivered by Email (kjackson@fasken.com and  
rnguimbaye@fasken.com)**

Fasken Martineau DuMoulin LLP  
550 Burrard Street  
Suite 2900  
Vancouver, BC V6C 0A3

**Attention: Kibben Jackson  
Rebecca Barclay Nguimbaye**

**Lori Goldberg**  
Direct Line: 905.532.6607  
lgoldberg@millerthomson.com

File: 0270287.0002

**Delivered by Email (colin.brousson@dlapiper.com)**

DLA Piper  
Suite 2800, Park Place 666 Burrard Street  
Vancouver British Columbia V6C 2Z7

**Attention: Colin Brousson**

Dear Counsel:

**Re: Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending  
Corp.  
Court file no. CV-22-00000103-0000**

Please find enclosed the Statement of Claim of Nuna Logistics Limited.

Please advise if you will accept service of the Statement of Claim on behalf of your respective clients. If you will accept service, kindly endorse back page of the Statement of Claim and return it to us.

Please note that we are permitted to serve the Statement of Claim in accordance with paragraph 15(iv) of the Amended and Restated Initial Order of Justice Walker dated November 9, 2022, which is also enclosed for ease of reference.

We look forward to hearing from you.

Thank you.

Yours truly,

**MILLERTHOMSON LLP**

Per:

A handwritten signature in black ink, appearing to be 'Lori Goldberg', written over a horizontal line.

Lori Goldberg  
LG/dc  
Enclosures

cc. client





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**  
**(AMENDED AND RESTATED INITIAL ORDER)**

BEFORE THE HONOURABLE JUSTICE )  
WALKER ) November 9, 2022  
)

THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on the 9<sup>th</sup> day of November, 2022 (the "**Order Date**"); AND ON HEARING Peter L. Rubin, Peter Bychawski, and Claire Hildebrand, counsel for the Petitioner, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the First Affidavit of Chris Haubrich affirmed October 30, 2022 (the "**First Haubrich Affidavit**"), the Second Affidavit of Chris Haubrich affirmed on November 4, 2022, the confidential Third Affidavit of Chris Haubrich affirmed on November 4, 2022, the First Affidavit of Graeme Currie sworn on November 4, 2022, the confidential Second Affidavit of Graeme Currie sworn on November 4, 2022, the First Affidavit of Jennifer Alambre affirmed October 31, 2022 (the "**Alambre Affidavit**"), the Pre-Filing Report of KSV Restructuring Inc. dated October 30, 2022, the First Report of KSV Restructuring Inc. dated November 7, 2022, and the consent of KSV Restructuring Inc. to act as Monitor; AND UPON BEING ADVISED that the secured creditors who are likely to be affected by the Charges referenced herein were given notice; 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* and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

### **JURISDICTION**

1. The Petitioner is a company to which the CCAA applies.

### **PLAN OF ARRANGEMENT**

2. The Petitioner shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

### **POSSESSION OF PROPERTY AND OPERATIONS**

3. Subject to this Order and any further Order of this Court, the Petitioner shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), and continue to carry on its business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioner shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

4. The Petitioner shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date:

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short-term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively "**Wages**");



- (b) the fees and disbursements of any Assistants retained or employed by the Petitioner which are related to the Petitioner's restructuring, at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioner, whenever and wherever incurred, in respect of:
  - (i) these proceedings or any other similar proceedings in other jurisdictions in which the Petitioner or any subsidiaries or affiliated companies of the Petitioner are domiciled;
  - (ii) any litigation in which the Petitioner is named as a party or is otherwise involved, whether commenced before or after the Order Date; and
  - (iii) any related corporate matters; and
  
- (c) with the consent of the Monitor and as permitted under the Interim Financing Term Sheet (as defined below) amounts owing for goods or services actually supplied to the Petitioner prior to the date of this Order by third party suppliers, with factors to be considered by the Monitor including whether:
  - (i) the supplier or service provider is critical to the Business and ongoing operations of the Petitioner and the payment is required to ensure ongoing supply;
  
  - (ii) making such payment will preserve, protect or enhance the value of the Property or the Business;
  
  - (iii) making such payment is required to address any environmental concerns; and
  
  - (iv) the supplier or service provider is required to continue to provide goods or services to the Petitioner after the date of this Order, including pursuant to the terms of this Order.

5. Except as otherwise provided herein, the Petitioner shall be entitled to pay all expenses reasonably incurred by the Petitioner in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services, provided that any capital expenditure exceeding \$250,000 shall be approved by the Monitor;
- (b) all obligations incurred by the Petitioner after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioner following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Petitioner's obligations incurred prior to the Order Date); and
- (c) fees and disbursements of the kind referred to in paragraph 4(b) which may be incurred after the Order Date.

6. The Petitioner is authorized to remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Petitioner in connection with the sale of goods and services by the Petitioner, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.

7. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Petitioner shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated between the Petitioner and the landlord from time to time ("**Rent**"), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including Order Date shall also be paid.

8. Except as specifically permitted herein, the Petitioner is hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Petitioner to any of its creditors as of the Order Date except as authorized by this Order;
- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of its Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;
- (d) to not grant credit except in the ordinary course of the Business only to its customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Petitioner to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

## RESTRUCTURING

9. Subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), the Petitioner shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of its Business or operations and commence marketing efforts in respect of any of its redundant or non-material assets and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing for its Business or Property, in whole or part;

all of the foregoing to permit the Petitioner to proceed with an orderly restructuring of the Business (the "**Restructuring**").

10. The Petitioner shall provide each of the relevant landlords with notice of the Petitioner's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Petitioner's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors who claim a security interest in the fixtures, such landlord and the Petitioner, or by further Order of this Court upon application by the Petitioner, the landlord or the applicable secured creditors on at least two (2) clear days' notice to the other parties. If the Petitioner disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Petitioner's claim to the fixtures in dispute.

11. If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Petitioner and the

Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims the landlord may have against the Petitioner, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be entitled to notify the Petitioner of the basis on which it is taking possession and gain possession of and re-lease such leased premises to any third party or parties on such terms as the landlord considers advisable, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

12. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act or any equivalent enactments of the Province of Ontario, as applicable (the "**Relevant Enactment**"), the Petitioner, in the course of these proceedings, is permitted to, and hereby shall, disclose personal information of identifiable individuals in its possession or control to stakeholders, its advisors, prospective investors, financiers, buyers or strategic partners (collectively, "**Third Parties**"), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioner binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioner or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioner.

#### **STAY OF PROCEEDINGS, RIGHTS AND REMEDIES**

13. Until and including January 27, 2023, or such later date as this Court may order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal (each, a "**Proceeding**") against or

in respect of the Petitioner or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioner and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioner or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

14. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Petitioner or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Petitioner and the Monitor or leave of this Court.

15. Nothing in this Order, including paragraphs 13 and 14, shall: (i) empower the Petitioner to carry on any business which the Petitioner is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioner.

#### **NO INTERFERENCE WITH RIGHTS**

16. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Petitioner, except with the written consent of the Petitioner and the Monitor or leave of this Court.

#### **CONTINUATION OF SERVICES**

17. During the Stay Period, all Persons having oral or written agreements with the Petitioner or mandates under an enactment for the supply of goods and/or services, including without

limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Petitioner, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Petitioner, and that the Petitioner shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Petitioner in accordance with normal payment practices of the Petitioner or such other practices as may be agreed upon by the supplier or service provider and the Petitioner and the Monitor, or as may be ordered by this Court.

#### **NON-DEROGATION OF RIGHTS**

18. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Petitioner on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

19. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Petitioner with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioner whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Petitioner, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioner or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Petitioner that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

## **DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE**

20. The Petitioner shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Petitioner after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. The directors and officers of the Petitioner shall be entitled to the benefit of and are hereby granted a charge (the "**D&O Charge**") on the Property, which charge shall not exceed an aggregate amount of \$650,000, as security for the indemnity provided in paragraph 20 of this Order. The D&O Charge shall have the priority set out in paragraphs 38 and 40 herein.

22. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the Petitioner's directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

## **APPOINTMENT OF MONITOR**

23. KSV Restructuring Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioner with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioner and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Petitioner pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Petitioner's receipts and disbursements;



- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Petitioner, to the extent required by the Petitioner, in its dissemination, to the Interim Lender (as hereinafter defined) and its counsel financial and other information as agreed to between the Petitioner and the Interim Lender which may be used in these proceedings including reporting on a basis to be agreed with the Interim Lender;
- (d) advise the Petitioner in its preparation of the Petitioner's cash flow statements and reporting as reasonably required by the Interim Lender;
- (e) advise the Petitioner in its development of the Plan and any amendments to the Plan;
- (f) assist the Petitioner, to the extent required by the Petitioner, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioner, to the extent that is necessary to adequately assess the Petitioner's business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

25. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or

control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

26. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, the *Fisheries Act*, R.S.C. 1985, c. F-14, the *Ontario Environmental Protection Act*, R.S.O. 1990, c. E.19, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, and the *Ontario Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

27. The Monitor shall provide any creditor of the Petitioner and the Interim Lender with information provided by the Petitioner in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Petitioner is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Petitioner may agree.

28. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

### **ADMINISTRATION CHARGE**

29. The Monitor, counsel to the Monitor, and counsel to the Petitioner shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioner as part of the cost of these proceedings. The Petitioner is hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, and counsel to the Petitioner on a periodic basis and, in addition, the Petitioner is hereby authorized to pay to each of the Monitor, counsel to the Monitor, and counsel to the Petitioner, retainers in the amounts of \$75,000, \$50,000 and \$100,000 respectively to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

30. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

31. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioner shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$750,000, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Petitioner's restructuring. The Administration Charge shall have the priority set out in paragraphs 38 and 40 hereof.

### **INTERIM FINANCING**

32. The Petitioner is hereby authorized and empowered to obtain and borrow under a credit facility from Sprott Private Resource Lending II (Collector), LP (the "**Interim Lender**") in order to finance the continuation of the Business and preservation of the Property, provided that borrowings under such credit facility shall not exceed US\$10,000,000 unless permitted by further Order of this Court.

33. Such credit facility shall be on the terms and subject to the conditions set forth in the Interim Financing Term Sheet between the Petitioner and the Interim Lender dated as of October 30, 2022 (the "**Interim Financing Term Sheet**") attached as Exhibit "G" to the First Haubrich Affidavit and Exhibit "A" to the Alambre Affidavit.

34. The Petitioner is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Petitioner is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Interim Financing Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

35. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 38 and 40 hereof.

36. Notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender may immediately cease making advances to the Petitioner and, upon 5 business days notice to the Petitioner and the Monitor with a copy to the Director of Mine Rehabilitation in the Ministry of Mines (Ontario), may exercise any and all of its rights and remedies against the Petitioner or the Property under or pursuant to the Interim Financing Term Sheet, Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Petitioner and set off and/or consolidate any amounts owing by the Interim Lender to the Petitioner against the obligations of

the Petitioner to the Interim Lender under the Interim Financing Term Sheet, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Petitioner and for the appointment of a trustee in bankruptcy of the Petitioner; and

- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioner or the Property.

37. The Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioner under the CCAA, or any proposal filed by the Petitioner under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

38. The priorities of the (a) Administration Charge, (b) D&O Charge, (c) Interim Lender's Charge, (d) KERP Charge (as defined in the Order (Key Employee Retention Plan Approval) granted by this Court on November 9, 2022), and (e) Sales Agent Charge (as defined in the Order (SISP and Sales Agent Approval) granted by this Court on November 9, 2022 (collectively, the "Charges") as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$750,000);

Second – D&O Charge (to the maximum amount of \$650,000);

Third – Interim Lender's Charge;

Fourth – The KERP Charge (to the maximum amount of \$750,000); and

Fifth – The Sales Agent Charge.

39. Any security documentation evidencing, or the filing, registration or perfection of, the Charges shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest

filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

40. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges, and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except for those claims contemplated by section 11.8(8) of the CCAA.

41. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioner shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioner obtains the prior written consent of the Monitor and the beneficiaries of the Charges.

42. The Charges, the Interim Financing Term Sheet, and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the Interim Lender shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Petitioner; and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Interim Financing Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Petitioner of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Petitioner entering

into the Interim Financing Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Petitioner pursuant to this Order, the Interim Financing Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Petitioner's interest in such real property leases.

#### **SERVICE AND NOTICE**

44. The Monitor shall (i) without delay, publish in The Globe and Mail and The Northern Miner a notice containing the information prescribed under the CCAA, (ii) within five days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Petitioner of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

45. The Petitioner and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioner's creditors or other interested parties at their respective addresses as last shown on the records of the Petitioner and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

46. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained

by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: <https://www.ksvadvisory.com/experience/case/pure-gold-> (the "**Website**").

47. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Website.

48. Notwithstanding paragraphs 45 and 47 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal, British Columbia and Ontario Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, and in respect of the British Columbia Crown, and the *Crown Liability and Proceedings Act*, S.O. 2019 c.7, Sch 17, in respect of the Ontario Crown.

#### **GENERAL**

49. The Petitioner or the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

50. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Petitioner, the Business or the Property.

51. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioner and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioner and the Monitor and their respective agents in carrying out the terms of this Order.



52. Each of the Petitioner and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Petitioner to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

53. The Petitioner may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioner determines that such a filing is appropriate.

54. The Petitioner is hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

55. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

56. Any interested party (including the Petitioner and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

57. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

58. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

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:



\_\_\_\_\_  
Signature of Peter L. Rubin  
Lawyer for the Petitioner

BY THE COURT



\_\_\_\_\_  
REGISTRAR



Schedule "A" to ARIO

Counsel Name	Party Represented
Glen Nesbitt	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.
<del>_____</del>	<del>Linda Larouche</del>
<del>Rob Y. Moubarak</del>	<del>Epiroc Canada Inc.</del>
<del>William MacLarkey</del> Timothy Jones Julia Fyfe (student-at-law)	<del>His Majesty the King</del> <del>Her Majesty the Queen</del> in right of Ontario, as represented by the Ministry of Mines

No. S-228723  
Vancouver Registry

IN THE SUPREME COURT OF  
BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

---

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

---

**AMENDED & RESTATED INITIAL ORDER**

---

Peter L. Rubin / Peter Bychawski / Claire Hildebrand  
BLAKE, CASSELS & GRAYDON LLP  
Barristers and Solicitors  
Suite 2600, Three Bentall Centre  
595 Burrard Street, P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
604.631.3300  
Agent: Dye & Durham



Court file no.:

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30**

**BETWEEN:**

**NUNA LOGISTICS LIMITED**

**Plaintiff**

**- and -**

**PURE GOLD MINING INC. and SPROTT RESOURCE LENDING CORP.**

**Defendants**

**STATEMENT OF CLAIM**

**TO THE DEFENDANTS**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

~~Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,000 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$500.00 for costs and have the costs assessed by the court.

Date: November 7, 2022

Issued by \_\_\_\_\_

Local registrar

Address of court office 216 Water Street  
Kenora, ON  
P9N 1S4

**TO: PURE GOLD MINING INC.**  
1055 West Hastings Street, Suite 1900  
Vancouver, British Columbia V6E 2E9

**AND TO: SPROTT RESOURCE LENDING CORP.**  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2600  
Toronto, ON M5J 2J1

### CLAIM

1. The Plaintiff claims from the Defendants, or any of them:
  - (a) payment of the sum of \$3,828,741.92 (inclusive of HST);
  - (b) in the alternative, damages in the amount of \$3,828,741.92 for breach of contract and/or unjust enrichment;
  - (c) in the alternative, payment of the sum of \$3,828,741.92 on a quantum meruit basis;
  - (d) a declaration that the Plaintiff is entitled to a lien in the amount of \$3,828,741.92, inclusive of all applicable taxes, against lands and premises described in the Plaintiff's construction lien, attached hereto as Schedule "A" (the "**Subject Properties**"), or against any security that may be posted into Court to the credit of the Plaintiff's construction lien to vacate the Plaintiff's construction lien from the Subject Properties pursuant to section 44(6) of the *Construction Act*, R.S.O. 1990, c. C. 30 (the "**Act**");
  - (e) that, in default of payment of the said sum of \$3,828,741.92, plus costs, all the estate and interest of the Defendants in the Subject Properties be sold and the proceeds – or in the alternative, the cash proceeds of any and all financial security paid into Court under the *Act* to vacate the Plaintiff's construction lien from the Subject Properties – be applied towards payment of the Plaintiff's claim for principal, interest and costs pursuant to the provisions of the *Act*;
  - (f) a declaration of full priority over the mortgages in favour of Sprott Resource Lending Corp., or alternatively, priority over the said mortgages to the extent of any un-advanced portions, or in the further alternative, priority to the extent of any deficiencies in the holdback required to be maintained pursuant to the provisions of the *Act*;
  - (g) a declaration as to the amount of, and an accounting with respect to, any and all holdback retained or required to be retained by the Defendants pursuant to the *Act*;

- (h) a declaration that the Plaintiff is entitled to a charge against the holdback required to be retained pursuant to the *Act*;
- (i) for all purposes aforesaid and for all other purposes, that all accounts be taken, inquiries made and proper directions be given;
- (j) a declaration regarding the priority of the Plaintiff's construction lien with respect to any and all unregistered leases, easements, rights of way, mortgages, debentures and any other unregistered interests whatsoever as of the date of registration of the Plaintiff's construction lien;
- (k) payment of pre-judgment and post judgment interest calculated in accordance with the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended;
- (l) costs of this action on a substantial indemnity basis, plus applicable taxes; and
- (m) such further and other relief as this Honourable Court may deem just.

### The Parties

2. The Plaintiff, Nuna Logistics Limited ("**Nuna**"), is corporation incorporated under the laws of the Province of British Columbia, and carries on business supplying services and materials to mining operations.

3. The Defendant, Pure Gold Mining Inc. ("**Pure Gold**"), is a corporation incorporated under the laws of the Province of British Columbia, and owns and operates the Pure Gold Mine, located near Red Lake Ontario. All materials times, Pure Gold was the registered Owner of the Subject Properties.

4. The Defendant, Sprott Resource Lending Corp. ("**Sprott**"), is and was at all material times a mortgagee with respect to the charge registered on title as Instrument No. KN91467 to the portion of the Subject Properties bearing PIN 42005-0352.



## **The Contract**

5. On or about May 1, 2022, Pure Gold entered into a Master Services Agreement with Nuna (the "**Contract**") to provide of all labour, materials, equipment and services required for the ore crushing and hauling and site wide services (the "**Services**") to the Subject Properties (the "**Project**").

6. Between November 2021 and October 22, 2022, Nuna provided all Services required pursuant to the terms of the Contract, and as directed and requested by Pure Gold, in a good and workmanlike manner.

7. Pursuant to the Contract, Nuna submitted Applications for Payment in accordance with section 23.2 of the Contract, and such Applications for Payment were payable by Pure Gold, in full, within 30 days of Pure Gold's receipt of the same. Late payments were subject to interest in accordance with the Act.

8. In or around mid 2022, as a result of Pure Gold's ongoing financial and cash flow difficulties, Pure Gold and Nuna agreed to a payment schedule for the Services performed .

9. In or around fall 2022, Pure Gold failed, neglected, refused, and/or otherwise defaulted on the payments required by the Contract and the aforementioned payment schedule.

10. Pure Gold has failed to pay Nuna for all of the Services performed at the Subject Properties; to date, Pure Gold has failed, neglected and/or refused to pay Nuna the outstanding amount of \$3,828,741.92, on account of the Services performed (the "**Amount Owing**").

## **Construction Lien**

11. By reason of the Services to the Project, Nuna became entitled to a lien upon the estate or interest of the Defendants, or any of them, in the Subject Properties.

12. Additionally, by reason of the supply of the Services as required by the Contract, Nuna became and is entitled to a charge upon the holdbacks required to be retained by the Defendants, or any of them, under the Act.

13. On October 31, 2022, Nuna registered a construction lien registered as Instrument No. KN111773 in the amount of \$3,828,741.92 against the Project lands and premises in the Land Registry Office No. 23 (Kenora) (the "Lien"). A copy of the Lien is attached hereto as Schedule "A".

14. Sprott is the holder of a mortgage in the principal sum of \$75,000,000 registered on title to the portion of the Subject Properties bearing PIN 42005-0352, which was registered against title on August 6, 2019 as Instrument No. KN91467 (the "Mortgage").

15. Nuna states that the Mortgage was given and taken with the intention to secure financing of the improvements at the Subject Properties and Nuna claims that it has full priority over the Mortgage.

16. Alternatively, Nuna states that its lien has priority over the Mortgage to the extent of any deficiencies in the holdbacks required to be retained pursuant to the provisions of the Act.

17. In the further alternative, Nuna states that its Lien has priority over the Mortgage to the extent that any portion of monies advanced under the Mortgage exceed the actual value of the Subject Property at the time when the first lien arose.

18. In the further alternative, Nuna states that its lien has priority over the Mortgage to the extent of any unadvanced portion thereof.

19. Nuna states that the knowledge of all advances made pursuant to the Mortgage are within the knowledge of the Defendants.

20. The Subject Properties were, at all material times, the lands to which Nuna supplied the Services, at the request of, on behalf of, with the consent, and for the direct benefit of Pure Gold, who is, and at all material times was, an "owner" within the meaning of section 1(1) of the Act.

#### **Other Relief**

21. In the alternative to the relief claimed above, , and not by way of waiver, by reason of supplying the Services to the Subject Properties, the Defendants, or any of them, have received the benefit of the same and have been unjustly enriched in the total sum of \$3,828,741.92 at the expense of Nuna. Nuna pleads and relies upon the doctrine of unjust enrichment.

22. In the further alternative, Nuna claims from the Defendants, or any of them the sum of \$3,828,741.92 for the Services supplied to the Subject Properties and described in the Lien attached hereto as Schedule "A" on the basis of *quantum meruit*.

23. To the extent that the Defendants are indebted to Nuna, Nuna is entitled to an accounting of any and all funds disbursed by the Defendants in relation to the Project, and the tracing, and restitution of any and all such amounts.

24. Nuna proposes that this action be tried at Kenora, Ontario.

25. Service of this originating claim is being made upon the Defendant, Pure Gold, outside of Ontario in accordance with Rules 17.02 of the *Rules of Civil Procedure*.

November 7, 2022

**MILLER THOMSON LLP**  
100 New Park Place, Suite 700  
Vaughan, ON Canada L4K 0H9

**Riccardo Del Vecchio** LSO#55199N  
rdelvechio@millerthomson.com  
Tel: 905.532.6617

**Lori Goldberg** LSO#58581V  
lgoldberg@millerthomson.com  
Tel: 905.532.6607

Lawyers for the Plaintiff

*Description*      42005 0235 LT  
FIRSTLY: MINING CLAIM KRL12523 BAIRD; SECONDLY: MINING CLAIM KRL12522 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006; THIRDLY: MINING CLAIM KRL12521 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS (AS TO SEVENTHLY), VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO UNDER LT73821 & EXCEPTING SRO PT 1 23R12344; FOURTHLY: MINING CLAIM KRL11509 BAIRD AMENDED BY LT138124, EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; FIFTHLY: MINING CLAIM KRL11506 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; SIXTHLY: MINING CLAIM KRL12527 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006 & EXCEPT PT 1, 23R10828 SRO; SEVENTHLY: MINING CLAIM KRL12528 BAIRD EXCEPT SRO AS IN 23R5427 PT 5, 14 TO 20 THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF ROSS LAKE; S/T EASEMENT OVER PT 9, 11 AND 23, 23R5427 AS IN LT123741 AMENDED BY LT155422; S/T LT123745; SUBJECT TO AN EASEMENT IN GROSS OVER PART MINING CLAIM KRL12527, PART 1, PLAN 23R14608 BAIRD AS IN KN83850; SUBJECT TO AN EASEMENT IN GROSS OVER 1STLY: PT MINING CLAIM KRL12527 PT 1 23R14609; 2NDLY: PT MINING CLAIM KRL12528 PT 2 23R14609; 3RDLY: PT MINING CLAIM KRL12523 PTS 3, 4 & 5 23R14609; 4THLY: PT MINING CLAIM KRL12521 & KRL12523 PT 6 23R14609; 5THLY: PT MINING CLAIM KRL12521, PT 7 23R14609 AS IN KN83878; MUNICIPALITY OF RED LAKE

*Address*      RED LAKE

*PIN*      42005 - 0235 LT

*Description*      PCL 5282 SEC DPF SRO; BLK C PL M667 T/W LT123738; RED LAKE

*Address*      2 MAIN STREET  
MADSEN

*PIN*      42005 - 0234 LT

*Description*      PCL 5282 SEC DPF SRO; BLK B PL M667 T/W LT123738; MUNICIPALITY OF RED LAKE

*Address*      2 LAKE ROAD  
MADSEN

### Consideration

*Consideration*      \$3,828,741.92

### Claimant(s)

*Name*      NUNA LOGISTICS LIMITED  
*Address for Service*      c/o Miller Thomson LLP  
100 New Park Place, Suite 700  
Vaughan, Ontario L4K 0H9  
Attention: Lori Goldberg

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

### Statements

Name and Address of Owner PURE GOLD MINING INC. - 1055 West Hastings Street, Suite 1900, Vancouver, British Columbia V6E 2E9. Name and address of person to whom lien claimant supplied services or materials PURE GOLD MINING INC. - 1055 West Hastings Street, Suite 1900, Vancouver, British Columbia V6E 2E9. Time within which services or materials were supplied from 2021/11/28 to 2022/10/26 Short description of services or materials that have been supplied Provision of all labour, materials, equipment and services required for ore crushing and hauling. Contract price or subcontract price \$8,556,396.73 (inclusive of HST). Amount claimed as owing in respect of services or materials that have been supplied \$3,828,741.92 (inclusive of HST).

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

### Signed By

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

MILLER THOMSON

40 King Street West, Suite 5800  
Toronto  
M5H 3S1

2022 10 31

Tel 416-595-8500

Fax 416-595-8695

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30

Total Paid \$66.30

**NUNA LOGISTICS LIMITED**  
Plaintiff

and **PURE GOLD MINING INC. et al**  
Defendants

Court file no.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the**  
***Construction Act, R.S.O. 1990, c. C.30***

**PROCEEDING COMMENCED AT KENORA**

**STATEMENT OF CLAIM**

**MILLER THOMSON LLP**  
100 New Park Place, Suite 700  
Vaughan, ON Canada L4K 0H9

**Riccardo Del Vecchio** LSO#55199N  
rdelvecchio@millerthomson.com  
Tel: 905.532.6617

**Lori Goldberg** LSO#58581V  
lgoldberg@millerthomson.com  
Tel: 905.532.6607

Lawyers for the Plaintiff

## Tab B



This is Exhibit "B" referred to in the  
Affidavit of Debra Cameron  
sworn before me this 25<sup>th</sup> day of May 2023



---

*A Commissioner for Taking Affidavits*

## Cameron, Debra

---

**From:** Rubin, Peter <peter.rubin@blakes.com>  
**Sent:** Thursday, November 24, 2022 12:56 PM  
**To:** Kibben Jackson; Cameron, Debra; Rebecca Barclay Nguinambaye; 'colin.brousson@dlapiper.com'  
**Cc:** Goldberg, Lori; Del Vecchio, Riccardo; Bychawski, Peter; Hildebrand, Claire; Glen Nesbitt; Bobby Kofman; David Sieradzki  
**Subject:** **[\*\*EXT\*\*]** RE: [EXT] Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

Ms. Goldberg,

As counsel to Pure Gold Mining Inc., we write to advise that we accept service of the Statement of Claim filed by Nuna Logistics Limited. ("Nuna") on behalf of Pure Gold Mining, Inc.

As set out in paragraph 15 of the November 9, 2022 Order of the B.C.S.C., Nuna is prohibited from taking any further step in the proceedings or in respect of the claim of lien.

Peter

**Peter Rubin\***

Partner

[peter.rubin@blakes.com](mailto:peter.rubin@blakes.com)

T. +1-604-631-3315

\* denotes law corporation

---

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---

**From:** Kibben Jackson <kjackson@fasken.com>  
**Sent:** Thursday, November 24, 2022 8:53 AM  
**To:** Cameron, Debra <dcameron@millerthomson.com>; Rebecca Barclay Nguinambaye <rnguinambaye@fasken.com>; 'colin.brousson@dlapiper.com' <colin.brousson@dlapiper.com>  
**Cc:** Goldberg, Lori <lgoldberg@millerthomson.com>; Del Vecchio, Riccardo <rdelvecchio@millerthomson.com>; Rubin, Peter <peter.rubin@blakes.com>; Bychawski, Peter <peter.bychawski@blakes.com>; Hildebrand, Claire <claire.hildebrand@blakes.com>; Glen Nesbitt <gnesbitt@fasken.com>; Bobby Kofman <bkofman@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>  
**Subject:** RE: [EXT] Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

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Hi Lori.

While not entirely clear, it appears you are of the impression that Fasken is counsel for Pure Gold, which is not the case. We are counsel for KSV Restructuring Inc., the Monitor in Pure Gold's CCAA proceeding. Blakes – specifically those persons copied with this email – are counsel for Pure Gold in that proceeding. I have forwarded your email to them, so they have the attachments already.

All the best,

Kibben Jackson\*

**PARTNER**

T. +1 604 631 4786 | F. +1 604 632 4786

\*Law Corporation

---

**From:** Cameron, Debra <[dcameron@millertthomson.com](mailto:dcameron@millertthomson.com)>

**Sent:** November-24-22 7:06 AM

**To:** Kibben Jackson <[kjackson@fasken.com](mailto:kjackson@fasken.com)>; Rebecca Barclay Nguinambaye <[rnguainambaye@fasken.com](mailto:rnguainambaye@fasken.com)>; 'colin.brousson@dlapiper.com' <[colin.brousson@dlapiper.com](mailto:colin.brousson@dlapiper.com)>

**Cc:** Goldberg, Lori <[lgoldberg@millertthomson.com](mailto:lgoldberg@millertthomson.com)>; Del Vecchio, Riccardo <[rdelvecchio@millertthomson.com](mailto:rdelvecchio@millertthomson.com)>

**Subject:** [EXT] Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

Good morning,

I have attached a letter from Lori Goldberg dated November 24, 2022, and the enclosed Statement of Claim and Amended and Reinstated Order of Justice Walker dated November 9, 2022.

Thank you,

Debra

**DEBRA CAMERON**

**Legal Assistant**

**Miller Thomson LLP**

**Services provided through Miltom Management LP**

**100 New Park Place, Suite 700**

Vaughan, Ontario L4K 0H9

**Direct Line:** +1 905.532.6621

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**Email:** [dcameron@millertthomson.com](mailto:dcameron@millertthomson.com)

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Please do not visit our offices without an appointment in advance; and please excuse us if we do not shake your hand. In the event the risk of COVID-19 increases and affects our ability to provide legal services or representation, we will make the best arrangements within our power to obtain time extensions and/or adjournments. We appreciate your understanding.

> [COVID-19 Resource Centre for Businesses](#)

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*Fasken dispose d'un plan de gestion de la situation en lien avec la COVID-19. Notre priorité est de maintenir un milieu de travail sécuritaire, d'encourager la distanciation sociale et d'assurer la*

*protection des renseignements personnels et de la confidentialité au nom des personnes pour lesquelles nous travaillons. Nous avons réduit le nombre de visites nécessaires à nos bureaux et réduit au strict minimum les réunions en personne. Nous avons amélioré les communications numériques par téléphone, par vidéoconférence, par courrier électronique sécurisé, par l'intermédiaire de Fasken Plus, etc.*

*Nous vous prions de ne pas vous présenter au bureau sans rendez-vous et veuillez nous excuser d'avance si nous ne vous serrons pas la main. Si le risque de propagation du virus COVID-19 augmente et atteint notre capacité à fournir des services juridiques ou de représenter nos clients, nous ferons tout en notre pouvoir pour prendre les meilleures dispositions afin d'obtenir des reports et/ou des ajournements. Nous vous remercions pour votre compréhension.*

> [Centre de ressources sur la COVID-19 pour les entreprises](#)

-----  
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**Tab C**

This is Exhibit "C" referred to in the  
Affidavit of Debra Cameron  
sworn before me this 25<sup>th</sup> day of May 2023

A handwritten signature in black ink, appearing to be 'Richard V. [unclear]'. The signature is fluid and cursive, written in a dark ink on a white background.

---

*A Commissioner for Taking Affidavits*

## Cameron, Debra

---

**From:** Brousson, Colin <colin.brousson@dlapiper.com>  
**Sent:** Wednesday, December 14, 2022 6:18 PM  
**To:** Goldberg, Lori; Cameron, Debra  
**Cc:** Del Vecchio, Riccardo; Yang, Dannis  
**Subject:** Re: [EXTERNAL] Follow Up Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

Yes. We can accept service. Sorry for not getting back to you on this one.

Colin

---

**From:** Goldberg, Lori <lgoldberg@millerthomson.com>  
**Sent:** Wednesday, December 14, 2022 1:51:44 PM  
**To:** Brousson, Colin <colin.brousson@ca.dlapiper.com>; Cameron, Debra <dcaeron@millerthomson.com>  
**Cc:** Del Vecchio, Riccardo <rdelvecchio@millerthomson.com>; Yang, Dannis <dannis.yang@ca.dlapiper.com>  
**Subject:** RE: [EXTERNAL] Follow Up Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

Good afternoon Colin,

Im just following up to see if you have received instructions to accept service.

Thank you  
Lori

---

## LORI GOLDBERG

Partner

Pronouns: She, Her, Hers

**Miller Thomson LLP**  
100 New Park Place, Suite 700  
Vaughan, Ontario L4K 0H9  
**Direct Line:** +1 905.532.6607  
**Fax:** +1 905.660.0139  
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[millerthomson.com](http://millerthomson.com)



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---

**From:** Goldberg, Lori  
**Sent:** Monday, December 5, 2022 9:43 PM  
**To:** 'Brousson, Colin' <colin.brousson@dlapiper.com>; Cameron, Debra <dcaeron@millerthomson.com>  
**Cc:** Del Vecchio, Riccardo <rdelvecchio@millerthomson.com>; Yang, Dannis <dannis.yang@dlapiper.com>



**Subject:** RE: [EXTERNAL] Follow Up Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

Good evening Colin,

Thank you for the update.

I can confirm that as a result of the CCAA proceedings, Nuna does not require Spott to deliver a defence at this time. In the event that a defence from Spott does become necessary, your client will be provided with a reasonable period of time in which to deliver one.

Yours truly  
Lori

---

**From:** Brousson, Colin <[colin.brousson@dlapiper.com](mailto:colin.brousson@dlapiper.com)>  
**Sent:** Monday, December 5, 2022 8:08 PM  
**To:** Cameron, Debra <[dcameron@millerthomson.com](mailto:dcameron@millerthomson.com)>  
**Cc:** Goldberg, Lori <[lgoldberg@millerthomson.com](mailto:lgoldberg@millerthomson.com)>; Del Vecchio, Riccardo <[rdelvecchio@millerthomson.com](mailto:rdelvecchio@millerthomson.com)>; Yang, Dannis <[dannis.yang@dlapiper.com](mailto:dannis.yang@dlapiper.com)>  
**Subject:** **[\*\*EXT\*\*]** RE: [EXTERNAL] Follow Up Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

Debra and Lori,

Sorry for the delayed response. I am seeking instructions on accepting service and will confirm soon. However, I suspect I will receive same and accordingly I don't think you need to take any further steps for the moment.

My understanding is your client is entitled to file and serve the action, but can take no further steps per the stay provisions in the ARIO made in the CCAA proceedings. As such, our client's Response to your claim would not become due until at least the conclusion of the CCAA. Please advise if you see that differently.

Yours truly,

**Colin Brousson**  
Partner

T +1 604.643.6400  
F +1 604.605.4875  
E [colin.brousson@dlapiper.com](mailto:colin.brousson@dlapiper.com)

---

**From:** Cameron, Debra <[dcameron@millerthomson.com](mailto:dcameron@millerthomson.com)>  
**Sent:** Friday, December 02, 2022 10:57 AM  
**To:** Brousson, Colin <[colin.brousson@ca.dlapiper.com](mailto:colin.brousson@ca.dlapiper.com)>  
**Cc:** Goldberg, Lori <[lgoldberg@millerthomson.com](mailto:lgoldberg@millerthomson.com)>; Del Vecchio, Riccardo <[rdelvecchio@millerthomson.com](mailto:rdelvecchio@millerthomson.com)>  
**Subject:** [EXTERNAL] Follow Up Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

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Good afternoon Colin,

I am following up my email of November 24, 2022 (forwarded) and the attached letter and Statement of Claim.

Please advise if you will accept service of the Statement of Claim.

Thank you,

Debra

**DEBRA CAMERON**

**Legal Assistant**

**Miller Thomson LLP**

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**Vaughan, Ontario L4K 0H9**

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**From:** Cameron, Debra [<mailto:dcameron@millertomson.com>]

**Sent:** Thursday, November 24, 2022 10:06 AM

**To:** 'kjackson@fasken.com' <[kjackson@fasken.com](mailto:kjackson@fasken.com)>; 'rnguimbaye@fasken.com' <[rnguimbaye@fasken.com](mailto:rnguimbaye@fasken.com)>; 'colin.brousson@dlapiper.com' <[colin.brousson@dlapiper.com](mailto:colin.brousson@dlapiper.com)>

**Cc:** Goldberg, Lori <[lgoldberg@millertomson.com](mailto:lgoldberg@millertomson.com)>; Del Vecchio, Riccardo <[rdelvecchio@millertomson.com](mailto:rdelvecchio@millertomson.com)>

**Subject:** Nuna Logistics Limited v. Pure Gold Mining Inc. and Sprott Resource Lending Corp. - serving Statement of Claim [MTDMS-Legal.FID11683540]

Good morning,

I have attached a letter from Lori Goldberg dated November 24, 2022, and the enclosed Statement of Claim and Amended and Reinstated Order of Justice Walker dated November 9, 2022.

Thank you,

Debra

**DEBRA CAMERON**

**Legal Assistant**

**Miller Thomson LLP**

**Services provided through Miltom Management LP**

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Direct Line: +1 905.532.6621  
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NUNA LOGISTICS LIMITED  
Plaintiff

and PURE GOLD MINING INC. et al  
Defendants

Court file no. CV-22-00000103-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the  
*Construction Act, R.S.O. 1990, c. C.30***

PROCEEDING COMMENCED AT KENORA

**AFFIDAVIT OF DEBRA CAMERON  
SWORN MAY 25, 2023**

**MILLER THOMSON LLP**  
100 New Park Place, Suite 700  
Vaughan, ON Canada L4K 0H9

**Riccardo Del Vecchio** LSO#55199N  
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Tel: 905.532.6607

Lawyers for the Plaintiff