



File No. VLC-S-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, AS AMENDED**

- 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

**PRE-FILING REPORT OF KSV RESTRUCTURING INC.
AS PROPOSED MONITOR**

October 30, 2022

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1.0 Introduction

1. KSV Restructuring Inc. (“**KSV**”) understands that Pure Gold Mining Inc. (the “**Company**”) intends to make an application to the Supreme Court of British Columbia (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an initial order (the “**Initial Order**”) granting the Company protection under the CCAA, and appointing KSV as monitor in these proceedings (the “**Monitor**”).
2. The principal purposes of these CCAA proceedings are to create a stabilized environment to enable the Company to secure urgently required financing and to pursue a restructuring or sale of its business and assets through a Court-supervised sale and investor solicitation process (the “**SISP**”). In July 2022, the Company commenced a strategic review process to explore a potential sale or merger of the Company, or a sale of the Mine (as defined below), and intends to continue that process in accordance with the SISP during these CCAA proceedings, subject to Court approval.
3. Effective October 24, 2022, the Company suspended active mining operations and placed its mine located in Red Lake, Ontario (the “**Mine**”) on care and maintenance with a materially reduced workforce. The Mine is expected to remain on care and maintenance throughout these proceedings.
4. Pursuant to the terms of the proposed Initial Order, the Company is seeking, among other things:
 - a) a Court-ordered Administration Charge, an Interim Lender’s Charge and a D&O Charge (as each term is defined below); and
 - b) a stay of proceedings pending a further application to be heard on a date within ten days after the granting of the Initial Order (the “**Comeback Application**”).
5. KSV understands that at the Comeback Application the Company intends to seek, among other things, the following relief:
 - a) an extension of the stay of proceedings;
 - b) an increase in the amount that the Company may borrow under the Interim Financing Facility, as more fully discussed herein;
 - c) approval of the SISP (the “**SISP Order**”); and
 - d) such other relief as the Company believes will assist it to preserve and protect its business and assets and successfully complete a going-concern sale in accordance with the SISP.

6. The Affidavit of Chris Haubrich, the Company's CFO, sworn October 30, 2022 in support of the CCAA application (the "**Haubrich Affidavit**"), provides, *inter alia*, background information concerning the Mine, the Company and its business, as well as the reasons for the commencement of these proceedings.
7. If the Court grants the relief set out in the proposed Initial Order, the Court materials filed in these proceedings will be made available by KSV on its case website at <https://www.ksvadvisory.com/experience/case/pure-gold-mining-inc>.
8. KSV is filing this report (the "**Pre-filing Report**") as proposed Monitor. If the Initial Order is granted by the Court, the Monitor will file a report in respect of the relief to be sought by the Company at the Comeback Application and any matters that have arisen since the date of this Pre-filing Report.

1.1 Purposes of this Report

1. The purposes of this Pre-filing Report are to:
 - a) provide KSV's qualifications to act as Monitor;
 - b) provide background information about the Company;
 - c) report on the Company's cash flow projection for the period October 31, 2022 to January 27, 2023 (the "**Cash Flow Forecast**");
 - d) summarize: (i) the terms of a proposed interim financing credit facility (the "**Interim Financing Facility**") in the maximum principal amount of US\$10 million to be made available to the Company by Sprott Private Resource Lending II (Collector), LP ("**Sprott**" and, in such capacity, the "**Interim Lender**"), pursuant to an interim financing term sheet (the "**Interim Financing Term Sheet**"), and (ii) the Company's need for up to US\$2 million of immediate funding under the Interim Financing Facility prior to the Comeback Application (the "**Interim Advance**");
 - e) discuss the rationale for the following provisions in the Initial Order:
 - a charge in the amount of \$750,000 (the "**Administration Charge**") on the Company's current and future property, assets and undertaking (collectively, the "**Property**") to secure the fees and disbursements of the Monitor, its legal counsel (Fasken Martineau DuMoulin LLP), and the Company's counsel (Blake, Cassels & Graydon LLP);
 - a charge on the Property in favour of the Interim Lender (the "**Interim Lender's Charge**") to secure the advances made under the Interim Financing Facility. Until the Comeback Application, advances will be limited to the Interim Advance, which will provide the Company with liquidity to fund immediate operating costs and payments to employees and vendors integral to Mine preservation and safety pending the Comeback Application;

- a charge on the Property in the amount of \$650,000 in favour of the directors and officers of the Company (the “**D&O Charge**”, and collectively with the Interim Lender’s Charge and the Administration Charge, the “**Charges**”);
 - the proposed priority of the Charges; and
 - a provision permitting the Company to pay certain pre-filing obligations to critical suppliers to the Mine, subject to first obtaining the Monitor’s consent; and
- f) provide the proposed Monitor’s recommendations regarding the relief sought by the Company in its application materials.

1.2 Restrictions

1. In preparing this Pre-Filing Report, KSV has relied upon the Company’s unaudited financial information, books and records, information available in the public domain and discussions with the Company’s management and legal counsel.
2. KSV has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Pre-filing Report in a manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, KSV expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.
3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon the Company’s assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. KSV expresses no opinion or other form of assurance on whether the Cash Flow Forecast will be achieved.

1.3 Currency

1. Unless otherwise noted, all currency references in this Pre-Filing Report are in Canadian dollars.

1.4 KSV’s Qualifications to Act as Monitor

1. KSV is a licensed trustee within the meaning of subsection 2(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”). KSV is not subject to any of the restrictions to act as monitor set out in Section 11.7(2) of the CCAA.
2. KSV has consented to act as monitor in these proceedings should the Initial Order be granted. A copy of KSV’s consent to act as Monitor is attached as Appendix “A”.

3. KSV has experience acting as CCAA monitor and other court-officer capacities in insolvency proceedings in the mining sector. Further, KSV has been working with the Company to assist it to prepare for this filing and during that time has obtained an understanding of the Company's financial and operational challenges. KSV was also retained by Sprott, with the consent of the Company, pursuant to an engagement letter dated July 29, 2022, for the primary purpose of overseeing the strategic review process carried out by the Company. KSV is of the view that its prior mandate will assist the Company to advance the SISP expediently during these proceedings and will provide additional background for any recommendations that the Monitor may make in these proceedings regarding the SISP and the Company generally.
4. Neither KSV nor any of its representatives or affiliates has at any time in the past two years been: (a) a director, officer or employee of any member of the Company; (b) related to any member of the Company, or to any director or officer of any member of the Company; or (c) the auditor, accountant or legal counsel, or a partner or an employee of the auditor, accountant or legal counsel, of any member of the Company.

2.0 Background

1. The Company is a British Columbia corporation principally engaged in the acquisition, exploration, development, and operation of Canadian precious metal properties, or interests in companies controlling mineral properties, which feature high metal grades, meaningful size, and access to existing infrastructure. The Company's shares are traded on the TSX Venture Exchange under the symbol PGM and on the London Stock Exchange under the symbol PUR.
2. The Company's head office and principal address is located at Suite 1900 – 1055 West Hastings Street in Vancouver, British Columbia. The Company's registered and records office address is 1500 Royal Centre PO Box 1117, 1055 West Georgia Street in Vancouver, British Columbia.
3. The Company's principal business is operation of the Mine, which is located on approximately 4,600 hectares in the Red Lake mining district of Northwestern Ontario, just east of the Manitoba border. The Mine's infrastructure includes two ramp accesses from surface, an ore processing facility with design capacity of 800 tonnes of ore per day, and tailings and rock storage facilities.
4. The Company presently has 54 employees. Prior to placing the Mine on care and maintenance on October 24, 2022, the Company had approximately 285 employees. The Company's workforce is not unionized and the Company does not maintain any registered pension plans.
5. Additional background information about the Company is provided in the Haubrich Affidavit¹.

¹ Capitalized terms not otherwise defined in this Pre-Filing Report have the meanings ascribed to them in the Haubrich Affidavit.

2.1 Liquidity Crisis

1. As discussed in greater detail in the Haubrich Affidavit, notwithstanding steps taken by the Company to significantly reduce costs and address operational inefficiencies and placing the Mine on care and maintenance, the Company is facing an imminent and significant liquidity crisis. The Company's current cash balance is approximately \$260,000 and as of September 30, 2022, its net working capital deficit was approximately \$13 million, excluding current amounts owing on the Company's debt facilities with Sprott. The Company projects that it requires approximately \$3 million to \$4 million per month to keep the Mine on care and maintenance and to fund the costs of these proceedings. Absent filing for CCAA protection, the Company will not have the liquidity it requires to fund its immediate operational needs, including payroll for employees critical to mine maintenance and preservation. Without the injection of immediate working capital, the value of the Mine will erode rapidly and there is a materially increased risk of significant environmental issues.
2. Sprott has advised the Company that it is only prepared to provide funding to the Company pursuant to, and as contemplated by, the Interim Financing Term Sheet, subject to the Court approving such financing and granting the Interim Lender's Charge, and the Company meeting the other terms and conditions set out in the Interim Financing Term Sheet.

2.2 Financial Position

1. The Company's unaudited balance sheet as at June 30, 2022 is provided below.

Description	Book Value (\$000s)
Cash	12,689
Accounts receivable	689
Inventory	6,264
Prepaid expenses	3,421
Short-term investments	170
Mineral properties, plant and equipment	248,066
Deposits	727
Total Assets	272,026
Accounts payable and accrued liabilities	20,137
Lease liabilities	5,435
Gold stream derivative liability	4,039
Loans and borrowings	16,958
Flow-through premium liability	1,184
Loans and borrowings (non-current)	106,110
Gold stream derivative liability (non-current)	29,688
Provision for closure and reclamation	16,403
Lease liabilities (non-current)	4,790
Total Liabilities	204,744
Equity	67,282
Total Liabilities & Equity	272,026

2. Cash: as noted previously, the Company's cash balance as of the date of this Pre-filing Report was approximately \$260,000. The cash balance has declined significantly since June 30, 2022.

3. Mineral properties, plant and equipment: comprised primarily of the Company's interest in mineral properties, plant and equipment and land associated with the Mine.
4. Loans and borrowings: includes amounts owing to Sprott in the amount of approximately \$123 million as of June 30, 2022 under various facilities, as more fully described in the Haubrich Affidavit. The amounts owing to Sprott under these facilities have increased since that date.²

2.3 Secured Creditors

1. Sprott (and affiliates thereof) is the Company's most significant creditor pursuant to various Sprott Financing facilities, as fully described in the Haubrich Affidavit. Sprott has security over all or substantially all of the Company's business and assets.
2. KSV is advised by the Company that there are a number of equipment lessors having security interests in certain of the Company's equipment. The Company advises that it is current in its obligations to all such equipment lessors.

2.4 Unsecured Creditors

1. Based on the Company's books and records, as of October 31, 2022, unsecured creditors are owed approximately \$16 million. Unsecured obligations are primarily comprised of amounts owing to utility companies, equipment providers and other suppliers to the Mine, including critical service suppliers, such as companies that provide dewatering services.

3.0 Cash Flow Forecast

1. The Company has prepared a Cash Flow Forecast for the period October 31, 2022 to the week ending January 27, 2023 (the "**Initial Forecast Period**"). The Cash Flow Forecast and the Company's statutory report thereon pursuant to Section 10(2)(b) of the CCAA are attached as Appendix "B".
2. The Cash Flow Forecast reflects that the Company requires funding of approximately US\$2 million prior to the Comeback Application so that the Company can fund operating costs, pay its employees, and make vendor payments necessary to preserve and maintain the Mine until the Comeback Date.
3. Based on KSV's review of the Cash Flow Forecast, the cash flow assumptions appear reasonable. KSV's statutory report on the Cash Flow Forecast is attached as Appendix "C".
4. The Cash Flow Forecast has also been reviewed by Sprott, as the Company's largest creditor and proposed Interim Lender. KSV understands that the Interim Lender is prepared to fund the proposed Interim Advance until the Comeback Date, subject to: (a) the approval of the Initial Order and the granting of the Interim Lender's Charge, and (b) the Company meeting the other terms and conditions set out in the Interim Financing Term Sheet.

² Excludes amounts owing to Sprott in respect of a gold stream derivative liability.

5. The Company may file an updated cash flow forecast prior to the Comeback Application.

4.0 Interim Financing Facility³

1. The terms of the Interim Financing Facility are set out in the Interim Financing Term Sheet. A copy of the Interim Financing Term Sheet is attached to the Haubrich Affidavit. The significant terms of the Interim Financing Facility are outlined below.
 - a) Lender: Sprott
 - b) Loan Amount: up to a maximum of US\$10 million, of which up to US\$2 million is projected to be required as an Interim Advance prior to the Comeback Date.
 - c) Maturity date: the Company will repay all of the Interim Financing Obligations in full, on the earlier of: (i) the occurrence of any Event of Default which is continuing and is not cured within the time limits in the Interim Financing Term Sheet; (ii) the implementation of a plan of compromise or arrangement within the CCAA proceedings which has been approved by the requisite majorities of the Borrower's creditors and by an order of the Court; (iii) conversion of the CCAA proceedings into a proceeding under the *BIA*; and (iv) the date that is six months from the date of the Initial Advance.
 - d) Interest rate: 15% per annum;
 - e) Security: all draws on the Interim Facility shall be secured by the Interim Lender's Charge;
 - f) Agreed Budget: the Borrower shall have delivered, and the Interim Lender accepted in its sole discretion, a weekly line-item budget covering the period of at least ninety-one (91) days following the date of the Interim Financing Term Sheet (together with all updates thereto approved by the Interim Lender in their sole discretion, including the Revised Budget if approved by the Interim Lender in its sole discretion, the "**Agreed Budget**").
 - g) By 5:00 p.m. (Vancouver time) on Tuesday of each week, commencing on the second Tuesday following the Initial Advance, the Borrower shall deliver to the Interim Lender: (a) a report showing actual cash receipts and actual expenditures for each line item in the Agreed Budget covering the previous week and comparing the foregoing amounts with the budgeted cash receipts and budgeted expenditures, respectively, set forth in the Agreed Budget for such line item during such one week period, and (b) a one week roll-forward of the Agreed Budget, which shall reflect the Borrower's good faith projections and be in form and detail consistent with the initial Agreed Budget and subject to the approval of the Interim Lender in its sole discretion.

³ Capitalized terms not defined in this section have the meanings ascribed to them in the Interim Financing Term Sheet.

- h) Conditions to each Interim Advance include:
 - i. the Court shall have issued the Initial Order approving the Interim Facility and granting the Interim Lender's Charge in a form and substance satisfactory to the Interim Lender;
 - ii. the Interim Lender must have received and approved the Agreed Budget;
 - iii. all Interim Financing Fees and Expenses for which invoices have been provided to the Company shall have been paid, or arrangements satisfactory to the Interim Lender shall have been made to pay such amounts;
 - iv. the Company shall have paid all statutory liens, trust and other priming government claims including, without limitation, source deductions, except, in each case, for any such amounts that are not yet due and payable or which are in dispute in which case appropriate reserves have been made;
 - v. no Default, or Event of Default (as terms are defined in the Interim Financing Term Sheet) shall have occurred; and
 - vi. there shall be no Liens ranking in priority to the Interim Lender Charge other than the Permitted Priority Liens.

4.1 Recommendation Regarding the Proposed Interim Financing Facility

1. When reviewing the reasonableness of the Interim Financing Facility, KSV considered the factors set out in Section 11.2 of the CCAA and notes, in particular, the following:
 - a) the Company is facing an imminent liquidity crisis and the proposed Initial Advance under the Interim Financing Facility is the only financing source the Company has available to fund its immediate cash requirements to fund the Company's operations until the Comeback Application;
 - b) without the cash to be provided under the Interim Financing Facility, the Company will be unable to continue its care and maintenance of the Mine and advance its restructuring process;
 - c) on the application for the Initial Order, the Company is seeking approval to borrow, and secure under the proposed Interim Lender's Charge, only the amount of the Initial Advance;
 - d) KSV has compared the terms of the Interim Financing Facility to other interim financing facilities approved by Canadian courts in CCAA proceedings commenced between 2020 and 2022. The comparison is attached hereto as Appendix "D". Based on KSV's review, the cost of the proposed Interim Financing Facility is within the range of similar facilities approved by the Court and other Canadian courts in CCAA and other restructuring proceedings;

- e) Sprott's advances to the Company presently have an average interest rate of approximately 12%, with certain of the advances having an interest rate of 14%. The interest rate under the Interim Financing Facility is 15%, which is only modestly higher than certain of Sprott's advances; and
 - f) there are no structuring, facility, standby or other fees being charged by the Interim Lender under the Interim Financing Facility.
2. Based on the foregoing factors, KSV believes that the terms of the Interim Financing Facility are reasonable, and that such facility and the Interim Lender Charge are necessary and would serve the best interests of the Company and its stakeholders if the Court grants the relief requested under the Initial Order.
 3. KSV has been advised that the Company will seek to increase the authorised amount that may be drawn under the Interim Financing Facility at the Comeback Application. KSV has reviewed the Company's cash flow and believes that the amount of the Interim Financing Facility should be sufficient to fund the Company's business and operations through to the end of the Initial Forecast Period.

5.0 Court Ordered Charges

5.1 Administration Charge

1. The Company is seeking an Administration Charge in an amount not to exceed \$750,000 to secure the fees and expenses of the Monitor, its counsel and the Company's counsel. None of these professionals has received a retainer. Significant fees and costs have been incurred, and will continue to be incurred, by these professionals in the early stages of these proceedings and before the Comeback Date.
2. The Administration Charge is a customary provision in an initial order in a CCAA proceeding; it is required to provide security to the professionals engaged to assist a debtor company and to protect them if the debtor is unable to pay professional fees and costs during the CCAA process.
3. The Company has worked with its legal counsel and KSV to estimate the proposed amount of the Administration Charge.
4. KSV believes that the Administration Charge is reasonable and appropriate in the circumstances given the complexities of the Company's proceedings and the Company's liquidity position. Accordingly, the professionals require the benefit of the Administration Charge to protect them for their pre-filing fees related to preparing for these proceedings, as well as for their fees and costs that will be incurred during these proceedings. Without such protection, the professionals are unlikely to be prepared to continue to provide services in these proceedings.

5.2 D&O Charge

1. The Company is seeking a D&O Charge in an amount not to exceed \$650,000. The amount of the D&O Charge was estimated by the Company in consultation with KSV, taking into consideration the payroll, sales tax and vacation payroll obligations of the Company, for each of which, if unpaid, the Company's directors and officers could be liable.
2. The Company is generally, and is presently, in a refund position on sales taxes. KSV understands that the Company is also current on its normal course payroll obligations (including employee withholding taxes). The amount of the D&O Charge represents the sum of one payroll cycle plus the estimated amount of the Company's vacation pay owing to retained employees.
3. The Cash Flow Forecast contemplates payroll and sales taxes will continue to be paid in the ordinary course. The proposed D&O Charge provides protection for the Company's Directors and Officers should the Company fail to pay certain obligations which may give rise to liability for directors and officers.
4. It is proposed that the Directors and Officers would only be entitled to the benefit of the D&O Charge to the extent that: (a) they do not have coverage under their existing insurance policies; (b) such coverage is insufficient to pay an indemnified amount as described above; or (c) such coverage is denied by the insurance provider or expires. The Directors and Officers currently have insurance policies in place that provide for \$35 million in total coverage which extend to March 24, 2023. Further details of such policies are set out in the Haubrich Affidavit.
5. KSV is of the view that the D&O Charge is reasonable in the circumstances and that the continued involvement of the directors and officers is beneficial to the Company and the advancement of these proceedings.

5.3 Priority of Charges

1. The Company proposes the Charges have the following priority:
 - a) First, the Administration Charge;
 - b) Second, the D&O Charge; and
 - c) Third, the Interim Lender's Charge.

6.0 Proposed Payment of Certain Pre-Filing Obligations

1. On its application for the Initial Order, the Company is seeking a provision permitting it to make payments to certain suppliers integral to the Mine operation in respect of obligations arising prior to the commencement of its CCAA proceedings.

2. Specifically, the Company seeks authorization to pay certain pre-filing obligations subject to the consent of the proposed Monitor, and only as permitted under the Interim Financing Term Sheet, subject to the following considerations:
 - a) whether the supplier or service provider is considered critical to the business and ongoing operations of the Company and whether the payment is required to ensure ongoing supply;
 - b) whether the proposed payment is expected to preserve, protect or enhance the value of the Company's property or business;
 - c) whether the proposed payment is required to address any environmental concerns; and
 - d) whether the applicable supplier or service provider is otherwise required to continue to provide goods or services to the Company after the date of the Initial Order pursuant to the terms of the proposed Initial Order.
3. KSV is familiar with provisions of orders under the CCAA permitting the debtor company to pay specific pre-filing obligations, where appropriate. In KSV's view, such payments should be a limited exception to the general rule prohibiting payment of pre-filing obligations. However, it is also recognized that in certain exceptional circumstances, such payments to specific post-filing suppliers are required. KSV is aware of the Company's reliance on certain suppliers to sustain operations, including the care and maintenance of the Mine.
4. For the foregoing reasons, KSV is supportive of the Company's application for the inclusion of a provision authorizing it to pay certain pre-filing obligations. KSV will review each proposed payment in accordance with the foregoing criteria prior to providing (or not providing) the Monitor's required consent.

7.0 Creditor Notification

1. The proposed Initial Order requires the Monitor to:
 - a) publish without delay a notice in the national edition of *The Globe and Mail* and *The Northern Miner* newspapers containing the information prescribed under the CCAA; and
 - b) within five days of the granting of the Initial Order to:
 - i. make the Initial Order publicly available in the manner prescribed under the CCAA;
 - ii. send, in the prescribed manner, a notice to every known creditor who has a claim against the Company of more than \$1,000 advising that the order is publicly available; and
 - iii. 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, save and except the Company's investors, whose addresses and claim amounts shall be treated confidentially.

2. If appointed Monitor, KSV will also post the Initial Order and all motion materials on a its case website.

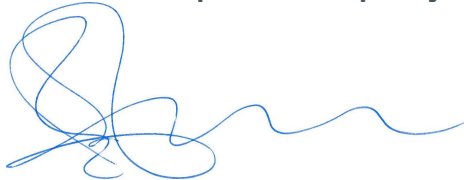
8.0 Conclusion and Recommendation

1. Based on the foregoing, KSV respectfully recommends that this Honourable Court grant an initial order under the CCAA on the terms of the draft Initial Order set out in the Company's application materials.

* * *

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,
in its capacity as proposed monitor of Pure Gold Mining Inc.
and not in its personal capacity**



Per: Robert Kofman, President

Appendix “A”

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

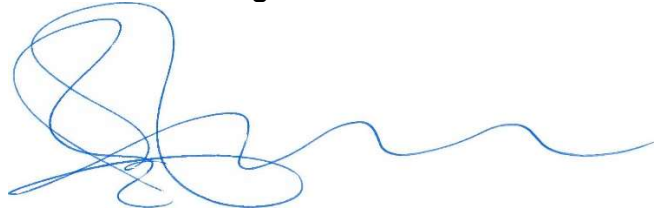
CONSENT TO ACT

KSV Restructuring Inc. ("**KSV**") is a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c C-36, as amended ("**CCAA**").

KSV hereby consents to act as court-appointed monitor of Pure Gold Mining Inc. in the above-captioned CCAA proceedings.

DATED at Toronto, Ontario this 28th day of October 2022.

KSV Restructuring Inc.



Per: _____

Name: Robert Kofman

Title: President

Appendix “B”

Pure Gold Mining Inc.
Weekly Cash Flow Projection
\$CAD thousands

Week #	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Week Ending Date	4-Nov-22	11-Nov-22	18-Nov-22	25-Nov-22	2-Dec-22	9-Dec-22	16-Dec-22	23-Dec-22	30-Dec-22	6-Jan-23	13-Jan-23	20-Jan-23	27-Jan-23	
Receipts														
DIP Advances	2,720	-	2,040	-	2,040	-	2,040	-	2,040	-	1,360	-	-	12,240
Revenue - gold sales	-	1,064	118	-	-	-	-	-	-	-	-	-	-	1,182
GST receivable	-	-	-	-	-	-	-	-	104	-	-	-	115	219
Total Receipts	2,720	1,064	2,158	-	2,040	-	2,040	-	2,144	-	1,360	-	115	13,641
Site-Related Disbursements														
Workforce Labour costs	(666)	(314)	(150)	-	(314)	-	(314)	-	(314)	-	(314)	-	(314)	(2,700)
Non-Labour Opex + Capex	(427)	(905)	(610)	(606)	(711)	(419)	(564)	(187)	(187)	(292)	(333)	(187)	(187)	(5,613)
Total Site Disbursements	(1,093)	(1,220)	(760)	(606)	(1,025)	(419)	(879)	(187)	(501)	(292)	(647)	(187)	(501)	(8,314)
Corporate Disbursements														
Updated Life of Mine Plan	-	-	(150)	-	(150)	-	(150)	-	(500)	-	-	-	-	(950)
Financial Advisory	-	-	(150)	-	-	-	(150)	-	-	-	-	(150)	-	(600)
Professional Fees	-	-	(300)	-	-	-	(300)	-	-	-	-	(300)	-	(1,200)
Corporate G&A expense	(177)	(54)	(104)	-	(185)	(4)	(119)	-	(271)	-	(123)	-	-	(1,038)
DIP Interest	-	-	-	-	(60)	-	-	-	-	(136)	-	-	-	(196)
Total Corporate Disbursements	(177)	(54)	(704)	-	(394)	(4)	(719)	-	(771)	(136)	(123)	(450)	(450)	(3,983)
Contingency	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(650)
Net Weekly Cash Flow	1,400	(260)	645	(656)	571	(473)	392	(237)	822	(478)	540	(687)	(886)	694
Cash Balance														
Opening Cash Balance	262	1,663	1,402	2,047	1,391	1,962	1,489	1,881	1,645	2,467	1,989	2,529	1,842	262
Net Cash Flow	1,400	(260)	645	(656)	571	(473)	392	(237)	822	(478)	540	(687)	(886)	694
Ending Cash Balance	1,663	1,402	2,047	1,391	1,962	1,489	1,881	1,645	2,467	1,989	2,529	1,842	956	956

Purpose and General Assumptions

1. The purpose of the projection is to present a cash flow forecast of the Petitioner for the period October 31, 2022 to January 27, 2023 (the "Period") in respect of their proceedings under the *Companies' Creditors Arrangement Act* ("CCAA").

The cash flow projection has been prepared based on most probable assumptions.

Hypothetical Assumptions

None.

Probable Assumptions

2. Management have assumed gold sales only in weeks 2 and 3 which is from ore already processed, as the Company does not anticipate processing any ore sales while on care and maintenance.
3. Management have assumed HST/GST refunds for post CCAA filing operating expenses only.
4. Workforce labour is assumed to include the minimum number of employees required for care and maintenance activities at the Company's PureGold Red Lake Mine, paid on a semi-monthly basis at current run rates.
5. Non-Labour Opex + Capex are based on minimum expenditures required for care and maintenance operations, including water treatment costs, environmental monitoring activities, utilities, maintenance and supplies.
6. Updated Life of Mine Plan is assumed to include costs required for the Company to complete its ongoing Pre-Feasibility Study and Life-of-Mine plan.
7. Financial Advisory related to fees charged by the investment banker to be retained for the SISP.
8. Professional fees include the fees and disbursements of the Company's legal counsel, the Monitor and the Monitor's legal counsel.
9. Corporate G&A expense includes monthly payroll for the Company's corporate office, as well as office rent and administration expenditures.
10. DIP Interest reflects interest payments under the Interim Financing Facility.

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

MANAGEMENT'S REPORT ON CASH FLOW STATEMENT

(paragraph 10(2)(b) of the CCAA)

The management of Pure Gold Mining (the "Petitioner") have developed the assumptions and prepared the attached statement of projected cash flow as of the 30th day of October, 2022 for the period October 31, 2022 to January 27, 2023 ("Cash Flow"). All such assumptions are disclosed in the notes to the Cash Flow.


The hypothetical assumptions are reasonable and consistent with the purpose of the Cash Flow as described in Note 1 to the Cash Flow, and the probable assumptions are suitably supported and consistent with the plans of the Applicants and provide a reasonable basis for the Cash Flow.

Since the Cash Flow is based on assumptions regarding future events, actual events will vary from the information presented and the variations may be material.

The Cash Flow has been prepared solely for the purpose outlined in Note 1 using a set of hypothetical and probable assumptions set out therein. Consequently, readers are cautioned that the Cash Flow may not be appropriate for other purposes.

Dated at Vancouver, Ontario this 30th day of October, 2022.

Pure Gold Mining Inc.



Per: Chris Haubrich, Chief Financial Officer

Appendix “C”

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

MONITOR'S REPORT ON CASH FLOW STATEMENT
(paragraph 23(1)(b) of the CCAA)

The attached statement of projected cash-flow of Pure Gold Mining (the "Petitioner"), as of the 30th day October, 2022, consists of a weekly projected cash flow statement for the period October 31, 2022 to January 27, 2023 ("Cash Flow") which has been prepared by the management of the Petitioner for the purpose described in Note 1, using the probable and hypothetical assumptions set out in the notes to the Cash Flow.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the management and employees of the Petitioner. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Cash Flow.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow;
- b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Petitioner or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or
- c) the Cash Flow does not reflect the probable and hypothetical assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto, Ontario this 30th day of October, 2022.

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS PROPOSED CCAA MONITOR OF
PURE GOLD MINING INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “D”

Appendix "D"

Comparative Summary of DIP Facilities
January 1, 2020 to September 26, 2022
(\$CAD, millions)

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$ million)	Interest Rate (%)	Fees
Superte Inc. et al.	SNL Inc. Paradigm Focus Product Development Inc., Walters Partners Inc., and Leder Investments Ltd.	CCAA NOI	EY Fuller Landau	August 30, 2022 August 11, 2022	Ontario Ontario	Cannabis Manufacturing	1.37 1.50	15% 3%	
ISPAN Systems Ltd.	Travelers Capital Corp.	CCAA	Crowe Mackey	July 27, 2022	British Columbia	Cannabis	1.00	RBC prime rate (currently 4.7%) plus 725 basis points (currently 11.95%)	Commitment fee of 4.25%; standby fee of 2.5%; break fee of 5%
Speakeasy Cannabis Club Ltd.	BNS and/or FCC	NOI	EY	August 5, 2022	Alberta	Agriculture	1.50	14%	Commitment fee of 2%
North American Lamb Company et al.	Phoenix Contact Venture Funds I GmbH	NOI	Grant Thornton	August 5, 2022	Ontario	Technology	USD 1.1		
ISS Communications Inc.	884304 Alberta Ltd.	NOI	A&M	July 27, 2022	Saskatchewan	Oil and Gas	0.30	5%	Debtor responsible for Interim lender's expenses Commitment fee of 2%
Petrolina Energy Inc.	Certain Debentureholders	CCAA	KSV	July 24, 2022	Ontario	Cannabis	2.67	22%	
MPX International Corporation	BWO	NOI	KSV	May 31, 2022	Ontario	Manufacturing	0.45	Prime commercial lending rate of BMO plus 1.5% per annum (currently, 5.2%)	
The Smiderson-Harold Company c.o.b. as Paris Kitchens	HFS Management Inc.	NOI	Deloitte	May 11, 2022	British Columbia	Healthcare	1.36	6%	Debtor responsible for Interim lender's expenses
Medipure Pharmaceuticals Inc.	0982244 B.C. Ltd. /of A Isle of Mann Property Group	NOI	BOO	June 24, 2022	Ontario	Cannabis	0.75	14%	Facility fee of 2%
Sproutly, Inc. and Toronto Herbal Remedies Inc.	The BrandCo Lenders and certain Prepetition ABL Lenders	CCAA Foreign order recognition	KSV	June 20, 2022	Ontario	Manufacturing	Term DIP Facility - \$1,025 million; billon; ABL DIP Facility - \$400 million	Term DIP Facility - SOFR + 775 basis points (with amount of each Term DIP Lender's Term DIP a 1% SOFR floor); LIFO ABL DIP Loans Commitment; ABL DIP Facility - 1% of the ABR + 2.50% (with a 1.5% ABR floor); aggregate Tranche A DIP ABL Commitments as of SISO ABL DIP Loans - ABR + 4.75% (with a 2.75% ABR floor)	
Revlon Inc. et al.	Qubo Liu (a 50% shareholder)	CCAA	FTI	June 3, 2022	British Columbia	Mining	0.35	10%	Upfront fee of \$50,000. Debtor responsible for DIP lender's expenses.
Canadian Dehua International Mines Group Inc.	Bridging Finance	CCAA	KSV	June 2, 2022	Ontario	Cannabis		12%	Borrower responsible for DIP lender's expenses.
Majidin Group Inc., Growforce Holdings Inc., 8586985 Canada Corporation and Highgrade MJJ Corporation	Aurora Cannabis Inc.	CCAA	EY	April 22, 2022	British Columbia	Cannabis	0.80	10%	
Choom Holdings Inc.	Gatland, REV and South Street LP	CCAA	A&M	April 1, 2022	British Columbia	Real Estate	1.00	10%	
0989705 B.C. Ltd. et al.	Deans Knight Private Credit GP Inc., as General Partner of Deans Knight Private Credit Limited Partnership and DK Strategic Yield U.S. GP LLC, as General Partner of DK Strategic Yield Master Trust Limited Partnership	CCAA	BOO	March 25, 2022	Ontario	Cannabis	2.20	12%	Facility fee of 60,000. Borrower responsible for DIP lender's expenses.
Eve & Co Incorporated, Natural Medco Ltd. and Eve & Co International Holdings Ltd.	Interim Financing - Gestion Levy Inc. Junior Interim Financing - 6815464 Canada Ltd.	CCAA	Richter	January 6, 2022	Quebec	Education	Interim Financing - 1.75 Junior Interim Financing - 2.5		Unclear - facilities granted under seal
Rising Phoenix International Inc.	(i) Bridging Finance Inc., a body corporate, existing pursuant to the laws of Canada, as agent for the Bridging Funds ("BF") and (ii) Her Majesty in Right of Newfoundland and Labrador, as represented by the Minister of Industry, Energy and Technology (as successor to the Minister of Tourism, Culture, Industry and Innovation)	CCAA	Grant Thornton	CCAA - March 11, 2022 Interim Receivership - February 21, 2022	Newfoundland	Mining	6.50	Prime plus 12% N/A	
Canada Fluorspar (NL) Inc. and Canada Fluorspar Inc. (collectively "CF")	(i) Bridging Finance Inc., a body corporate, existing pursuant to the laws of Canada, as agent for the Bridging Funds ("BF") and (ii) Her Majesty in Right of Newfoundland and Labrador, as represented by the Minister of Industry, Energy and Technology (as successor to the Minister of Tourism, Culture, Industry and Innovation)	CCAA	Deloitte	February 23, 2022	Ontario	Real Estate	0.85	The greater of 12% or the TD Bank Prime Rate (currently 2.45%) plus of 9.35% HST in respect of each Advance; 2. Advance Fee of \$500 plus 9.35% HST in respect of each Advance; 3. Utilization Fee in respect of any undrawn portion of the DIP Facility at a rate of 0.35% per annum calculated and compounded monthly in arrears; 4. \$40,000 to be applied against the lender's legal fees and disbursements	
Trinity Ravine Community Inc.	Avro Capital Corp.	NOI	Crowe Mackey	January 24, 2022	British Columbia	Cannabis	0.42	11.5% per annum, with an additional 3% per annum in the event of a default	\$5,000 documentation fee; Borrower responsible for DIP lender's expenses
BC Craft Supply Co. Ltd.	OMP Fund II H Ltd. and Investissement Québec	CCAA	Deloitte	December 23, 2021	Quebec	Mining	2.00	12% per annum	\$8,000 commitment fee
BlackRock Mining Inc. et al.	13486826 Canada Inc.	NOI	Farber	December 3, 2021	Ontario	Technology	0.80	12% per annum	
Behr Technologies Inc.	Durum Opportunities LP, an affiliate of Durum Capital Inc.	CCAA	EY	December 6, 2021	Alberta	Oil and Gas	1.00	ATB Financial Prime Rate + 5% per annum and is only payable on amounts advanced under the Interim Lender Facility;	
Kalsen Energy Corp.	1000024833 Ontario Inc., a wholly owned subsidiary of Silver Lake Resources, Limited.	CCAA	FTI	December 7, 2021	Ontario	Other	10.80	(a) in the case of the balance in the Monitor's Account from time to time, 2% per annum; (b) in the case of any portion of the Loan Amount that has been advanced, 5% per annum from the date of the advance	Borrower responsible for DIP lender's expenses
Harte Gold Corp.	Halmont Properties Corporation	CCAA	EY	25-Nov-21	Ontario	Real Estate	10.00	7.5%	Borrower responsible for DIP lender's expenses
Boreal Capital Partners	100003509 Ontario Limited	NOI		15-Oct-21	Ontario	Food & Accommodation	0.65	0%	

ChronoMetric Inc. and Health Myself Innovations Inc. Medifocus Inc. (TSX:MFS)	CIBC	NOI	Richter	26-Oct-21	Quebec	Healthcare	1.00	Unclear - term sheet filed under seal.
Drexler Construction Limited, Folmur Construction (2004) Ltd. and Down Under Pipe and Cable Localizing Ltd.	Asset Profits Limited Corwin Mortgage Capital Inc.	CGAA NOI	Spiegel Albert Gelman	21-Oct-21 (NOI) 23-Mar-21	Ontario Ontario	Biotech Construction	0.70 Loan 1 - 1.5 Loan 2 - 1	9% Borrower responsible for DIP Lender's expenses Loan 1 - \$15,000 brokerage fee and \$1,200 administration fee, plus lender's legal fees Loan 2 - \$10,000 brokerage fee, plus lender's legal fees
Coalour Mines (Operations) Ltd.	Cline Trust Company LLC	CGAA	FTI	26-Apr-21	Alberta	Mining	26.00	12% Closing fee of US\$50,000. Undrawn amount fee of 2% on any undrawn amounts. The Borrower must also pay for the Lender and Monitor's reasonable expenses in connection with the loan.
International Fitness Holdings Inc., International Fitness Holdings LP and World Health North LP	First Canadian Cardio-Fitness Clinics Ltd.	NOI	KPMG	23-Apr-21	Alberta	Other	10.00	10% The borrower is responsible for the Lender's reasonable expenses in connection with the DIP loan, the term sheet and the NOI proceedings.
Biologics AE Core-Nord Canada Inc.	Biogest SP snc Cortland Credit Lending Corporation	CGAA CGAA	Raymond Chabot EY	6-May-21 6-May-21	Quebec Ontario	Biotech Cannabis	0.30 22.50	Confidential
CanTrust	Casa-Dea Financing Ltd.	NOI continued as CGAA	EY	4-May-21	Ontario	Biotech	0.60	10% Facility fee of \$6,000. The Borrower is responsible for the Lender's reasonable expenses incurred in connection with the interim financing.
Spartan Bioscience Inc. Ardenton Capital Corporation	RCM Capital Management Ltd. LVS III SFE XV LP, TOCO XVII LLC, INVS XVI LLC and OC TLVS XV LP	CGAA CGAA	KSV FI	5-Mar-21 9-Mar-21	British Columbia Ontario	Financial Services Oil and Gas	5.00 125.00	10% 17/a 13% Commitment fee of \$1.25 million and origination fee of \$1.25 million. The Borrower will be responsible for all of the DIP Lender's reasonable legal fees incurred in respect of the DIP Financing.
Just Energy Group Inc. (TSX:JE)	Change of Scandinavia Holding A/S and AUS Group	NOI	Richter	2-Mar-21	Quebec	Retail	2.00	15%
Change of Scandinavia Canada Retail Inc.	Change of Scandinavia A/S	CGAA	Raymond Chabot	24-Feb-21	Quebec	Manufacturing	6.25	Prime plus 3.75% Facility fee of \$12,500
TGF Acquisition Parent Ltd., Sun Rich Fresh Foods Inc. and Tiffany Gate Foods Inc.	Cortland Capital Market Services Ltd.	CGAA	EY	17-Feb-21	British Columbia	Food & Accommodation	13.40	Either 15% or 12.5% pursuant to the terms of the Term Sheet
Rockshield Engineered Wood Products	Hillmount Capital Inc.	NOI	Dodick & Associates	8-Feb-21	Ontario	Manufacturing	1.50	11% Commitment fee of \$30,000.
Laurentian University	Firm Capital Corporation	CGAA	EY	1-Feb-21	Ontario	Education	25.00	Floating at the greater of 8.50% Per Annum or the TD Canada Trust Posted Bank Prime Rate of Interest from time to time plus 6.05% Per Annum
Tradesmen Enterprises Limited Partnership	BMO	NOI	KSV	1-Feb-21	Alberta	Professional Services	1.90	12% Closing fee of \$65,000. The Borrower and Guarantor must pay the Lender's fees and expenses incurred in connection with the loan and the NOI proceedings.
Yatesen Group of Companies	1659803 Ontario Inc.	CGAA	A&M	25-Jan-21	Ontario	Food & Accommodation	5.00	3% The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.
Algold Resources Ltd. (TSX:ALG)	Aya Gold & Silver Inc.	NOI	Raymond Chabot	15-Jan-21	Quebec	Mining	2.40	20% Commitment fee of \$15,000 and monthly monitoring fee of \$5,000
FIGR Brands, Inc.	Alliance One Tobacco Canada, Inc.	CGAA	FTI	21-Jan-21	Ontario	Cannabis	16.00	8% The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.
Greenfire Hangingsstone Operating Corporation	Trafigura Canada General Partnership	NOI	A&M	8-Oct-20	Alberta	Technology	20.00	LIBOR plus 8% The Borrower must pay the Lender's reasonable fees and expenses in connection with the DIP Financing term sheet and monitoring thereof and the BIA proceedings.
33 Laird Inc. et al.	An Affiliate of Beaux Properties International Inc. Third Eye Capital	NOI CGAA	MNP MNP	3-Dec-20 6-Nov-20	Ontario Ontario	Real Estate Food & Accommodation	0.25 3.20	10% 12% 3% closing fee
King Street Restaurant Group	Peter and Paul's Gifts Limited	NOI	KSV	16-Oct-20	Ontario	Food & Accommodation	1.50	5%
3656243 Ontario Limited	JWC Opportunities Fund Inc.	CGAA	BDO	30-Sep-20	British Columbia	Financial Services	3	12%
Creditons Canada Financing Inc. (o/a Progress) and Creditons Canada Capital Inc.	Woodbridge Foam Corporation	CGAA	KPMG	18-Sep-20	Ontario	Automotive	6	15% The Borrowers must pay the Lender's reasonable fees and expenses in connection with the CCAA proceedings.
Hematite Group	11,1262743 B.C. Ltd. 2) HCP-FVL LLC	CGAA	EY	4-Sep-20	British Columbia	Technology	USD \$3mm term loan facility and USD \$2mm revolving credit facility.	18% 1) The Borrowers must pay the Lender's reasonable fees and expenses in connection with the CCAA proceedings. 2) Standby fee of 2% on any undrawn portion; 3% commitment fee; exit fee of \$160,000-\$400,000, calculated on the basis of how much is drawn down. The Borrower must also pay the Lender's reasonable expenses in connection with the DIP loan.
UrTheCast Corp.								

PharmHouse Inc.	Canopy Rivers Corporation	CCAA	EY	15-Sep-20	Ontario	Cannabis	10.74	8%	The Borrower must pay the Lender's reasonable costs and expenses (including legal) incurred by or on behalf of the Lender in respect of the Facility or any loan documents and in connection with the enforcement of the Lender's rights thereunder.
Mountain Equipment Co-operative Groupe Dynamite	Toronto-Dominion Bank, Royal Bank of Canada and Canadian Imperial Bank of Commerce	CCAA	Alvarez & Marsal	14-Sep-20	British Columbia	Retail	100	Interest is payable on the outstanding principal amount at the applicable rate per annum for the Prime Rate, BA Rate and LIBO Rate (whichever is highest) plus 1.0% (the "Interest Rate"). The Borrower is also required to reimburse the Lender for all reasonable and documented expenses in connection with the Interim Financing Facility and Interim Financing Credit Agreement.	
Port Capital Development (EU) Inc.	1064579 Canada Inc. Desjardins Financial Security Life Assurance Company	CCAA	Deloitte EY	4-Sep-20 29-May-20	Quebec British Columbia	Retail Real Estate	10 1.80	The higher of (a) the prime rate plus 1.0% and (b) the rate of 1.80% per annum, accruing daily in arrears on the outstanding amount of the DIP Facility from time to time	
Rehms (Canada) Limited	Bank of Montreal and Roymat Inc.	CCAA	EY	19-May-20	Quebec	Retail	60	Prime + 5% The interim financing provides for: 1) a standby charge of 0.6% on amounts committed and not drawn; 2) a commitment fee of \$360K payable on court approval of the interim facility; and 3) reimbursement of the reasonable out-of-pocket expenses.	
Tidal Health Solutions	Iostesso Holdings Inc. or an affiliate thereof	NOI	PwC	30-Jul-20	Quebec	Cannabis	1	11% The Borrower shall pay all the interim Lender's legal fees (on a solicitor-client, full indemnity basis) and out-of-pocket disbursements and any costs of realization and enforcement, in each case in connection with the facility.	
Northern Pulp Nova Scotia Corporation Glerogle Energy Inc. and Glerogle Energy Limited Partnership	Paper Excellence Canada Holdings Corporation (in its capacity as Lender) together with one or more other financial institutions or investment funds HSBC JPMorgan Chase Bank, N.A., and a syndicate of lenders	CCAA NOI CCAA (recognition of Texas proceeding as foreign main proceeding)	EY Grant Thornton	14-May-20 5-Aug-20	Nova Scotia Alberta Ontario	Agriculture Oil and Gas Retail	21 2	10% Commitment fee of 2.5% on any advance and standby fee of 2.5% on any undrawn portion. Agency fee of \$5,000 per annum. Interest calculated pursuant to a formula in the DIP agreement pursuant to a formula in the DIP agreement	
Moore's	2270943 Alberta Ltd.	CCAA	BOO	1-Jun-20	Alberta	Oil and Gas	1.1	8% The Borrower shall pay all of the Interim Lender's legal fees and out of pocket disbursements and any costs of realization or enforcement, in each case in connection with or otherwise related to the Interim Facility, the Interim Lender Charge, the other Interim Financing Credit Documentation or the CCAA Proceedings.	
Bow River Energy Ltd.	5024659 Ontario Inc.	CCAA	BOO	30-Jun-20	Alberta	Manufacturing	0.702	The Borrower shall pay all of the Interim Lender's legal fees and out of pocket disbursements and any costs of realization or enforcement, in each case in connection with or otherwise related to the Interim Facility, the Interim Lender Charge, the other Interim Financing Credit Documentation or the CCAA Proceedings	
Korite International	GLAS Trust Company as agent and JP Morgan Chase Bank, N.A.	COA - Chapter 11 Reorganization Order CCAA	FTI	24-Jun-20	Ontario	Retail	200 (GLAS) and 305 (JP Morgan Chase)	6% per annum and 8% per annum on overdue amounts	
GNC Holdings	Readman Capital General Partner Ltd., Readman Perso LP III (U.S. and Offshore) and XCOM Labs, Inc.	CCAA	EY	3-Jun-20	Ontario	Technology	Confidential	9% per annum on drawn funds and 1% per annum on undrawn funds Default interest is an additional 3% on all amounts outstanding	
Persco Technologies Inc.	Confidential	CCAA	EY	29-May-20	Alberta	Oil and Gas	7.00	5% per annum	
Sequence Energy Ltd.	All Jx Greenspace LLC	CCAA	EY	20-May-20	Ontario	Cannabis	US14.2		
Green Growth Brands Inc.	Washington Diamond Lending, LLC and a syndicate of lenders	CCAA	FTI	23-Apr-20	Alberta	Mining	60.00	DWI shall pay all outstanding fees and expenses to date of the Existing Credit Facility Lenders, and increases to 7.25% in the event of a default including legal and financial advisory expenses, via the initial draw under the Interim Facility	
Dominion Diamond Mines									

