

This is the 1<sup>st</sup> Affidavit  
of **Calli Ron** made on  
January 13, 2022

No. S-2110503  
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 OTSO GOLD CORP., OTSO GOLD OY, OTSO GOLD AB, and  
2273265 ALBERTA LTD.

PETITIONERS

**AFFIDAVIT**

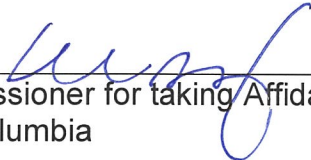
I, **CALLI RON**, Paralegal, of 900-980 Howe Street, Vancouver, British Columbia, SWEAR  
THAT:

1. I am a paralegal assistant at McEwan Cooper Dennis LLP, counsel to Brunswick Gold Ltd., in these proceedings and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated based on information and belief and where so stated I verily believe the same to be true.
2. Attached hereto and marked as **Exhibit "A"** is a copy of the Complaint in *Brunswick Gold Limited v. Pandion Mine Finance LP, et al.*, Case No. FST-CV22-6054825-S filed December 17, 2021.
3. Attached hereto and marked as **Exhibit "B"** is a copy of Notice of Civil Claim in *Brunswick Gold Limited v. Pandion Mine Finance LP, et al.*, S.C.B.C. Vancouver Registry No. 220017 filed January 5, 2021.
4. Attached hereto and marked as **Exhibit "C"** is a copy of a Notice of Application for Prejudgment Remedy/Claim for Hearing to Contest Application or Claim

Exemption in *Brunswick Gold Limited v. Pandion Mine Finance LP, et al.*, Case No. FST-CV22-6054825-S filed January 10, 2022.

5. Attached hereto and marked as **Exhibit “D”** is a copy of an Order for Hearing and Notice in *Brunswick Gold Limited v. Pandion Mine Finance LP, et al.*, Case No. FST-CV22-6054825-S pronounced January 11, 2022.
6. Attached hereto **Exhibit “E”** is a copy of the Case Detail in *Brunswick Gold Limited v. Pandion Mine Finance LP, et al.*, Case No. FST-CV22-6054825-S accessed on the Statement of Connecticut Judicial Branch Superior Court Case Look-Up on January 11, 2022.

SWORN BEFORE ME at the City of )  
Vancouver, in the Province of British )  
Columbia, this 13th day of January, 2022. )

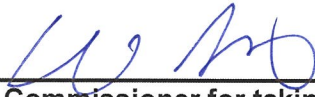
  
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A Commissioner for taking Affidavits for )  
British Columbia )

  
\_\_\_\_\_  
**CALLI RON**

**WILLIAM E. STRANSKY**  
*Barrister & Solicitor*  
**McEWAN COOPER DENNIS LLP**  
900-980 Howe Street  
Vancouver, BC V6Z 0C8  
(604) 283-8065



This is Exhibit "A" referred to in the  
affidavit of Calli Ron made before me on this 13th day  
of January, 2022



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A Commissioner for taking Affidavits in British  
Columbia

RETURN DATE: JANUARY 4, 2022	:	
	:	SUPERIOR COURT
BRUNSWICK GOLD LIMITED,	:	
	:	JUDICIAL DISTRICT OF
Plaintiff,	:	STAMFORD/NORWALK
v.	:	
	:	AT STAMFORD
PANDION MINE FINANCE LP, PFL RAAHE	:	
HOLDINGS LP, RIVERMET RESOURCE	:	
CAPITAL LP, JOSEPH ARCHIBALD, AND	:	
RYAN BYRNE,	:	
	:	December 17, 2021
Defendants.	:	

### **COMPLAINT**

Plaintiff, by and through its undersigned counsel, alleges the following based upon personal knowledge as to its own acts and as otherwise specified, and on information and belief as to all other matters.

### **INTRODUCTION**

1. This action concerns a brazen scheme in which Defendant PFL Raahe Holdings LP (“PFL”), the largest creditor and major shareholder of a struggling mining company, together with Pandion Mine Finance LP (“PMF”), RiverMet Resource Capital LP (“RiverMet”), Joseph Archibald and Ryan Byrne (collectively “Pandion” or the “Pandion Defendants”) sought to secure a favorable return, and potential exit, on their investment by hand-picking new management for the company that would be beholden to them and then colluding with management to fraudulently lure and exploit a new investor, Plaintiff Brunswick Gold Limited (“BGL”). To induce BGL to invest in Otso Gold Corp. (“Otso Gold” or the “Company”), the Pandion Defendants and Lionsbridge Capital Pty Ltd (“Lionsbridge”), the management services company selected by the Pandion Defendants, concealed both PFL’s security interest in the Company’s primary asset, a gold mine in Finland, and the extent of the Company’s potential indebtedness to PFL. The Pandion

Defendants' goal was to extract tens of millions of dollars in investments from BGL, and through the undisclosed security instrument later retake control of Otso Gold after the Company (being run by their hand-picked management) defaulted on the security instrument's onerous obligations that the Pandion Defendants knew could not and would not be met.

2. After successfully luring BGL to invest, the Pandion Defendants and management then used the threat of massive escalating debt to PFL to extract additional investments from BGL. In less than one year, the Pandion Defendants and their management improperly extracted **\$27 million** in investments from BGL, without disclosing to BGL that the Company's contingent liabilities to the Pandion Defendants were more than three times that amount. The Company, controlled by the Pandion Defendants through their hand-picked management, deliberately hid the existence of those security arrangements in order to further the Pandion Defendants' scheme. Then, rather than apply these newly received funds to jump start operations as promised, the Pandion Defendants' selected management mismanaged the Company's finances and delayed a feasibility study at the gold mine in Finland that was needed to attract bank financing to fund commercial production. The Pandion Defendants' selected management also withheld the mine plan from the Board of Directors of Otso Gold, and, on information and belief, shared it with the Pandion Defendants instead.

3. The Pandion Defendants' scheme began to unravel when the Board of Directors of Otso Gold took steps to address the mismanagement by appointing a team of experts from Alvarez & Marsal ("A&M"), a restructuring and turnaround consulting firm, to review the Company's operations and records, and to assist in the management of the business. With the A&M restructuring team commencing their involvement, and having been informed that members of the Board of Directors were traveling to Finland that day to meet with them, the Pandion Defendants'

management team suddenly and without prior notice resigned from the Company, purporting to terminate their services, and disappeared. The unexpected resignation occurred just before they were to meet with the A&M team and the Board of Directors in a scheduled meeting in Finland regarding discrepancies that had been identified in the Company's financial and operational records. Instead, management attempted to flee with evidence of their complicity, as the facts began to come out.

4. Fortunately, the Pandion Defendants' hand-picked CEO to run Otso Gold, Brian Wesson, was arrested in Finland just hours after he and his management services company abruptly resigned and as he was at the international airport in Helsinki attempting to leave the country while in possession of Otso Gold's confidential information and property. Finnish law enforcement authorities are now investigating Mr. Wesson for possible crimes, including aggravated embezzlement from the Company. When Mr. Wesson resigned, he did so without any prior notice, clearing out and emptying his office and the office of his wife Amelia Wesson, the Company's head of human resources, of Company property and documents without permission, and without making any arrangements to transfer control of the Company's bank accounts, email systems, data rooms, or website account. The whereabouts of Clyde Wesson, Brian Wesson's son and the Company's Vice President until his sudden resignation alongside his father, were unknown for nearly two weeks, until he surfaced by filing an affidavit in a Canadian court proceeding (the "Canada Affidavit") stating that he was now "located" in Australia.

5. In the aftermath of the unraveling of these issues, the role of the Pandion Defendants in colluding with Brian Wesson and his management team has become clearer. For example, it has recently been discovered in the course of the Company's investigation that representatives of the Pandion Defendants, including Defendant Ryan Byrne, David Young, and



Julien Bosche of Trident Royalties plc, and at least three consultants from SRK Consulting, the Pandion Defendants' mining consultants, met secretly with Brian Wesson at the Company's mining facilities in Finland in mid-November 2021. These meetings were for the purpose of furthering the scheme by which management would continue to run the business in a manner so that the Company would have no choice but to default on its debt, and the Pandion Defendants could retake control of the Company through their previously undisclosed security arrangement. These meetings were not authorized by or known to Otso Gold's board. While these negotiations were happening, in reality, the Pandion Defendants were already planning to take over the Company through their secret arrangement and collusion with Brian Wesson and his team, and therefore had no reason to negotiate in good faith with the Company. This was, at a minimum, a manifest breach of management's fiduciary duties of loyalty and good faith to the Company, which the Pandion Defendants actively planned, encouraged and were involved with. In a recently discovered message that he sent in advance of the secret meetings, Mr. Wesson warned that you "can't tell anyone names" regarding the November meetings that were being held with Mr. Archibald and others. This is indisputable evidence of the steps that were taken to hide the existence of these meetings, and the collusion between the Pandion Defendants and management, from the Company and its Board of Directors. Plaintiff believes that additional evidence of Pandion's misconduct will come to light through discovery proceedings in this action and through ongoing investigation efforts by the Company, the Finnish authorities' criminal investigation and other proceedings.

6. Furthermore, as a result of the Pandion Defendants' wrongful actions and the mismanagement of the Company through their chosen management, the Company and its affiliated entities have now been forced to file for insolvency protection under applicable laws in Canada,



Finland and Sweden. The Pandion Defendants claim in the Canadian insolvency proceeding that they are now entitled to a payment of \$95,350,406 from Otso Gold due to the mismanagement of the Company by Pandion's selected management team, under the terms of the security instruments that were not disclosed when BGL was solicited to make its investments in the Company. Even during the Canadian insolvency proceedings, the Pandion Defendants' counsel are taking steps to attempt to downplay the mismanagement of the Company by their chosen management team, in an apparent attempt to discourage the ongoing investigation: When the two top executives of a company abruptly resign and the former CEO is arrested while the other former executive makes his whereabouts unknown for weeks before surfacing on another continent, one would think that creditors and shareholders alike would want the Company to investigate and get to the bottom of what happened. But the Pandion Defendants want just the opposite. In a December 7, 2021 email, the Pandion Defendants' counsel questioned Otso Gold's counsel why the Company was investigating whether "the Wessons had something to do with the funds missing" from Otso Gold's bank accounts, and that it should instead be "correcting" any implication of wrongdoing by the Wessons. The only conceivable reason that the Pandion Defendants, who are a major creditor and shareholder, would want to preemptively vindicate the Wessons before an investigation has been completed, is that they fear the Company's investigation will further expose the fraud and deceptive practices that the Pandion Defendants have orchestrated with Lionsbridge.

7. Plaintiff brings this action to hold the Pandion Defendants and their affiliates and principals accountable for their role in this despicable fraud and for their deceptive business practices.

### **THE PARTIES**

8. Plaintiff Brunswick Gold Limited is a limited liability company incorporated under the laws of the Republic of Cyprus. Plaintiff's registered address is 2-4 Arch. Makarios III Avenue, Capital Center, 9th floor, Nicosia 1065, Cyprus.

9. Defendants Pandion Mine Finance LP and PFL Raahe Holdings LP are limited partnerships organized under the laws of Ontario, Canada, with the same principal place of business: 411 West Putnam Avenue, Suite 320, Greenwich, Connecticut 06830. PMF is the parent of PFL. Defendants Joseph Archibald and Ryan Byrne co-founded PMF.

10. Defendant RiverMet Resource Capital LP is a limited partnership organized under the laws of Ontario, Canada. RiverMet manages PFL and shares the same principal place of business as PMF and PFL: 411 West Putnam Avenue, Suite 320, Greenwich, Connecticut 06830. The general partner of RiverMet is RiverMet Resource Capital GP, LLC, which is managed by Messrs. Archibald and Byrne.

11. Defendants Joseph Archibald and Ryan Byrne are the co-founders and principals of the corporate defendants, all of which share the same principal place of business: 411 West Putnam Avenue, Suite 320, Greenwich, Connecticut 06830. On information and belief, both Mr. Archibald and Mr. Byrne maintain offices in Connecticut, and Mr. Archibald is also a resident of Connecticut.

### **JURISDICTION AND VENUE**

12. This Court has jurisdiction over the Pandion Defendants because they regularly transact or solicit business in Connecticut and have their principal place of business in Connecticut.

13. Venue is proper because the Pandion Defendants' principal place of business is in Greenwich, Connecticut.

## **FACTUAL BACKGROUND**

### **I. Otso Gold**

14. Otso Gold is a publicly traded corporation. Its common shares trade on the TSX Venture Exchange in Canada under the symbol “OTSO,” on the OTCQX in the United States under the symbol “FIEIF,” and on the Frankfurt Stock Exchange under the symbol “FRA: 2FN.”

15. Otso Gold’s primary business pertains to the development of the Laiva gold mine project in Northern Ostrobothnia, Finland (the “Laiva Gold Mine” or “Otso Gold Mine”). Otso Gold also owns an interest in a Copper Creek porphyry copper gold exploration project situated in the golden triangle in British Columbia.

### **II. The Pandion Defendants Finance Firesteel’s Acquisition of the Laiva Gold Mine**

16. The Laiva Gold Mine is comprised of two mining license areas: Laiva and Oltava.

17. The Laiva mining license area is an approximately 20-minute drive from the port town of Raahe in central west Finland and one-hour south of Oulu, Finland’s third-largest city. It includes the advanced stage Laiva Gold Mine and satellite exploration projects at Mussuneva and Kaukainen. The Oltava mining license area is located 12 kilometers south of Laiva and is an early-stage exploration property.

18. The Laiva mining license area was discovered through boulder sampling by an amateur prospector in 1980, and the Oltava area was first recognized in the 1950s through regional exploration and drilling conducted by the Geological Survey of Finland.

19. The Laiva Gold Mine was first developed in 2009. Production from the Laiva Gold Mine began in 2011, but was suspended within 23 months for a variety of reasons, including poor geological information and substantial debt.

20. In 2017 and 2018, Firesteel Resources Inc. (“Firesteel”) acquired rights to the Laiva Gold Mine by purchasing all the shares of Nordic Mines Marknad AB, then the ultimate parent

company of the Laiva Gold Mine. Firesteel's purchase of Nordic Mines Marknad AB was financed by PMF, through its subsidiary PFL, in a Pre-Paid Forward Gold Purchase Agreement, dated November 10, 2017 (the "PPF Agreement").

**III. Firesteel Changes its Name to Nordic Gold And Fails in its Efforts to Restart Production at the Laiva Gold Mine**

21. In August 2018, Firesteel changed its name to Nordic Gold.

22. In or about November 2018, Nordic Gold attempted to restart production at the Laiva Gold Mine, but encountered difficulties due to mounting debt and the severity of the Finnish winter.

23. In early March 2019, Nordic Gold announced that, effective April 1, 2019, the Laiva Gold Mine would be placed in "care and maintenance," a term of art describing a mine for which production has been halted, but which may later recommence operations, due to operational issues and a lack of sufficient funds to continue production. At the time, the Pandion Defendants had provided Nordic Gold and its predecessor various secured loans with a total principal amount of \$32,600,000. PFL was also a major shareholder of Nordic Gold.

**IV. The Pandion Defendants Handpick Lionsbridge to Take Over Management and Restructure Nordic Gold's Debt, And the Company is Renamed Otso Gold**

24. With the Lavia Gold Mine in "care and maintenance," the Pandion Defendants faced dim prospects for a favorable exit on their investment. The Pandion Defendants took matters into their own hands and handpicked new management for the Company—Lionsbridge—who would do their bidding in furtherance of the Pandion Defendants' interests, rather than act in the best interests of the Company. Indeed, in his Canada Affidavit, Clyde Wesson explained that



Pandion asked his father, Brian Wesson, to “take a look” at the Company in early 2019, and then “invited” Lionsbridge to help “work out” the Company’s problems.

25. In July 2019, with the Pandion Defendants’ backing, Lionsbridge and its subsidiary, Westech International Pty Ltd (“Westech”), obtained an agreement (the “Services Agreement”), under which Lionsbridge would provide management services to the Company and Westech would provide expat contractors in Finland to lead operations at the Laiva Gold Mine. The principals of Lionsbridge and Westech are Brian Wesson and his son, Clyde Wesson. After execution of the Services Agreement, Brian Wesson became Nordic Gold’s CEO and Chairman of its Board of Directors, Clyde Wesson became Nordic Gold’s Vice President and a director, and Amelia Wesson, the wife of Brian Wesson, became Nordic Gold’s head of human resources.

26. Among other lucrative terms, the Services Agreement incentivized Lionsbridge to (a) restructure the Pandion Defendants’ debt with an arrangement fee; and (b) lure new investors with a finder’s fee of 12.5% for any equity or debt brought into the Company.

27. In October 2019, the Pandion Defendants and Lionsbridge restructured Nordic Gold’s debt to PFL (the “Pandion Loans”). As reflected in a Consent and Agreement to Pre-Paid Forward Gold Purchase Agreement and Maintenance Loan Agreement, dated October 7, 2019 (the “Restructuring Agreement”), the key commercial terms of the restructured debt included: (a) payments to PFL of (i) \$1.56 million in common shares of Nordic Gold upon the completion of an up to \$7 million equity raise; (ii) \$11.5 million due in March 2021; and (iii) \$11.5 million due in September 2021; (b) cancellation of gold deliveries to the Pandion Defendants, their upside participation, and free carry right; and (c) after the payments outlined in (a) above, PFL’s release of its security package.



28. As an arrangement fee for the restructuring of Nordic Gold's debt to the Pandion Defendants, 26,612,000 common shares of Nordic Gold, valued at \$1,330,600, were issued to entities controlled by Brian Wesson and Clyde Wesson.

29. In December 2019, Nordic Gold changed its name to Otso Gold.

**V. Working With the Pandion Defendants, The Wessons**  
**Solicit A New Investor in Otso Gold**

30. Because one of the contemplated payments to the Pandion Defendants under the restructuring negotiated by Lionsbridge was contingent upon the completion of an equity raise, the restructured debt created an incentive for both Pandion and Lionsbridge to find a new investor in Otso Gold.

31. In the fall of 2020, Lionsbridge began soliciting the principals of Brunswick Rail Management ("BRM"), a railcar operating leasing company, to invest in Otso Gold.

32. At the time, the Pandion Defendants and Lionsbridge were the Company's two largest shareholders and had effective control of the Company, and the Otso Gold Mine was still in "care and maintenance." On October 20, 2020, following a request by Lionsbridge for urgent working capital, the principals of BRM provided Otso Gold with an unsecured loan of \$1,000,000 via a BRM affiliate.

33. Negotiations culminated in a subscription agreement between BGL and Otso Gold entered on December 13, 2020 (the "2020 Subscription Agreement"), and a suite of related documents, including a disclosure letter dated December 13, 2020 that Clyde Wesson sent on behalf of Otso Gold (the "2020 Disclosure Letter").

34. Under the 2020 Subscription Agreement, which Clyde Wesson signed on behalf of Otso Gold, BGL invested \$11 million in exchange for 284,944,440 units of Otso Gold at a purchase

price of CAD \$0.05 per unit. Each unit consisted of one common share of Otso Gold and one warrant to purchase a common share at a price of CAD \$0.05 per share within five years.

35. In the 2020 Disclosure Letter, Clyde Wesson represented that Otso Gold “has provided real property security to Pandion under the PPF Agreement.” The Restructuring Agreement with the Pandion Defendants provided that, at Otso Gold’s request, the Pandion Defendants must relinquish all existing security interests relating to a 2.5% net smelter return royalty on gold production from the Laiva Gold Mine, except for a “real estate mortgage.” Other than the “real property security to Pandion under the PPF Agreement,” the 2020 Disclosure Letter did not disclose the existence of any security interest or encumbrance relating to the royalty.

36. Contemporaneous with the execution of the 2020 Subscription Agreement and 2020 Disclosure Letter, the Pandion Defendants and each of the entities through which Brian Wesson and Clyde Wesson own Otso Gold’s common shares executed voting support agreements in favor of BGL’s investment. On information and belief, prior to BGL’s execution of the 2020 Subscription Agreement and receipt of the 2020 Disclosure Letter, the Pandion Defendants were aware of, and collaborated with Lionsbridge on, the negotiations with, and disclosures made to, BGL, and was provided with drafts of the suite of documents related to BGL’s investment.

**VI. In Connection With the Closing of BGL’s \$11 Million Investment,  
The Pandion Defendants and The Wessons Are Awarded  
Nearly 65 Million Common Shares of Otso Gold**

37. When BGL’s investment closed on February 8, 2021, the Pandion Defendants were issued 31,909,280 common shares of Otso Gold, pursuant to “top up rights” that Lionsbridge had granted to the Pandion Defendants with the 2019 restructuring of Nordic Gold’s debt to the

Pandion Defendants, and various entities controlled by Brian Wesson and Clyde Wesson were issued 32,380,050 “top up” common shares as a finders’ fee.

38. Following these transactions, on an undiluted basis, BGL owned 46.03% of the common shares of Otso Gold, the Pandion Defendants owned 12.79% of the common shares, and entities controlled by Brian Wesson and Clyde Wesson collectively owned 13.38% of the common shares.

39. Otso Gold’s Board of Directors was reconstituted with four BGL designees and three Lionsbridge designees, two of whom were Brian Wesson and Clyde Wesson.

**VII. The Pandion Defendants and Lionsbridge Extract**  
**An Additional \$11 Million from BGL**

40. The initial purpose of BGL’s \$11 million investment was to provide Otso Gold with funding to organize drilling at the Otso Gold Mine and to commission a feasibility study at the mine that would be used to attract bank financing needed to fund commercial production.

41. On May 17, 2021, Lionsbridge issued a Otso Gold press release indicating that a feasibility study was expected in June 2021, and that restart of production at the Otso Gold Mine was expected to take place in the third quarter of 2021.

42. On June 14, 2021, however, Brian Wesson revealed to Otso Gold’s board that the feasibility study and restart of production would not occur on the timetable indicated in the press release, and could not be completed at all without an immediate further investment from BGL of \$11 million, on top of the \$11 million that BGL had already invested. Brian Wesson also indicated that “Pandion will be difficult” if additional funds for Otso Gold were not obtained through BGL’s exercise of its warrants.

43. On June 22, 2021, BGL sent the Pandion Defendants a letter setting out alternative proposals that would address Otso Gold’s alleged financing needs. The first option was for Otso

Gold to issue unsecured convertible notes (with warrants) with a coupon interest rate of 15% up to \$13 million to be utilized only if Otso Gold required additional funding. BGL, the Pandion Defendants, and Lionsbridge would have the right to subscribe for the convertible notes *pro rata* to their equity holdings in Otso Gold. The second option was for Otso Gold to launch a rights issue (with warrants) at a 25% discount to the market price to all existing shareholders for up to \$13 million in new equity.

44. BGL requested a call with Pandion to discuss these proposals further, but Pandion never responded directly. Instead, Brian Wesson and Clyde Wesson informed BGL that the Pandion Defendants were opposed to such financing and that the Pandion Defendants wanted BGL to immediately convert the warrants it had just acquired as part of its \$11 million investment under the 2020 Subscription Agreement, even though each warrant entitles BGL to purchase a common share of Otso Gold at a price of CAD \$0.05 per share *within five years' time*.

45. The communication from the Pandion Defendants through Brian Wesson and Clyde Wesson was concerning. Otso Gold's board had previously told the Wessons that there needed to be a sole point of formal communication with the Pandion Defendants with regard to any negotiations between Otso Gold and the Pandion Defendants, and warned the Wessons that they should not have discussions with the Pandion Defendants without approval from the Otso Gold board. Indeed, in his Canada Affidavit, Clyde Wesson admits that the Wessons were "instructed ... not to open negotiations with Pandion."

46. On June 23, 2021, a conference call was held among Lionsbridge, BGL's director designees, and their respective counsel to discuss the Pandion Defendants' response. During the call, BGL's representatives asked Brian Wesson and Clyde Wesson whether they had been coordinating with the Pandion Defendants in the background. Brian Wesson and Clyde Wesson



expressed offense at the suggestion but admitted that the Pandion Defendants had called Lionsbridge to convey its position.

47. During this call, Clyde Wesson informed BGL's representatives that Otso Gold was already in technical default on the Pandion Loans, as it had not paid interest that was due to the Pandion Defendants, and that, as a result, there was a risk that the Pandion Defendants could reinstate the debt to its higher original amount prior to the October 2019 restructuring negotiated by Lionsbridge (the "Reinstatement Debt"). Mr. Wesson did not disclose the amount of the Reinstatement Debt, which had not previously been disclosed to BGL in the 2020 Disclosure Letter, or in the financial statements of the Company audited by PricewaterhouseCoopers ("PwC") during the negotiations leading up to BGL's investment in the Company.

48. Clyde Wesson further informed BGL's representatives that Pandion did not want a deal involving additional financing and instead wanted BGL to exercise its warrants to invest an additional \$11 million in Otso Gold, just months after its initial investment of \$11 million in Otso Gold had closed in February 2021.

49. The prospect of a default on the Pandion Loans, combined with Otso Gold's inability to borrow funds to pay off the Pandion Loans, would make it extremely difficult for Otso Gold to obtain the necessary financing to fund commercial operations. Furthermore, if there were any further delays in the commencement of production, there was a serious risk that Otso Gold would be unable to repay the Pandion Loans when due and that Pandion would take steps to foreclose on the Otso Gold Mine and potentially seek payment of the Reinstatement Debt.

50. Under pressure from the Pandion Defendants' insistence that there was no alternative financing option and the Wessons' insistence that Otso Gold required immediate



working capital, BGL agreed to provide a second \$11 million by converting its warrants subject to additional terms and assurances.

51. Lionsbridge urged BGL to move quickly. In a July 2, 2021 email to a BGL representative, Clyde Wesson stated: “As you know, we need to get the warrants exercised immediately. The decision to delay this will potentially lead to the following issues which needs to be resolved including the drillers stopping work, expatriate staff leaving, CRS stopping work and delays to the program that will risk the delay to a 2022 production date. If you would like to discuss please see the zoom link below. Pandion are in South America and so we need to resolve this in the next hour.”

52. In the interest of time, BGL agreed to sign a letter agreement on July 8, 2021. Among other things, the letter agreement provided that (a) on or before July 31, 2021, BGL would pay \$11 million to convert its warrants and fund Otso Gold’s commercial operations; (b) by December 7, 2021, Otso Gold would pay Pandion \$23 million plus interest to settle the Pandion debt; and (c) the parties would work in good faith to amend material agreements with Pandion to give effect to the letter agreement.

**VIII. After Extracting an Additional \$11 Million from BGL, the Pandion Defendants Condition Any Formal Amendments to Agreements Relating to the Pandion Loans On the Acceleration of the Maturity Date for Pandion’s Convertible Debentures**

53. On July 21, 2021, BGL exercised its warrants. Following the conversion of BGL’s warrants, on an undiluted basis, BGL owned 63.05% of the common shares of Otso Gold, while Pandion owned 8.76% of the common shares, and entities controlled by Brian Wesson and Clyde Wesson collectively owned 9.16% of the common shares.

54. On July 22, 2021, BGL circulated a draft of an agreement formalizing amendments to the material agreements with the Pandion Defendants, as contemplated by the July 8, 2021 letter agreement. Despite the urgency of formalizing the matters contemplated in the July 8, 2021 letter

agreement, BGL did not receive any comments from Pandion on the draft agreement for nearly four weeks. On August 16, 2021, Clyde Wesson emailed BGL what he represented were the Pandion Defendants' comments to the draft. BGL promptly prepared further comments on the draft to provide to Pandion and repeatedly followed up with Clyde Wesson.

55. BGL did not receive any further comments from the Pandion Defendants to the draft agreement. When BGL asked Clyde Wesson for copies of all written correspondence with the Pandion Defendants regarding the Pandion debt and related issues, Mr. Wesson advised BGL that all his discussions with the Pandion Defendants were oral. This caused BGL concern that Lionsbridge and the Pandion Defendants were restricting their exchanges to verbal communications to limit the disclosure that BGL representatives would receive about the true status of the Pandion debt.

56. In mid-September 2021, almost two months after BGL circulated the draft agreement formalizing amendments to the material agreements with Pandion, Clyde Wesson informed BGL that he had spoken to Mr. Archibald. According to Mr. Wesson, Mr. Archibald advised that the Pandion Defendants would only sign an agreement to formalize the amendments contemplated under the July 8, 2021 letter agreement if the maturity date for convertible debentures that had been issued to the Pandion Defendants in March 2020 were accelerated from 2023 to December 7, 2021, to align with the payout of the Pandion Loans.

57. This condition from the Pandion Defendants had never previously been raised and made it clear that the Pandion Defendants were unwilling to engage in good faith to formalize the amendments to the Pandion debt agreements provided in the July 8, 2021 letter agreement.

**IX. The Pandion Defendants and Lionsbridge Extract An Additional \$5 Million Investment from BGL**

58. On or about August 27, 2021, Brian Wesson circulated a draft letter to the BGL designees on the Otso Gold board proposing amendments to the Services Agreement with Lionsbridge and Westech. The proposal included, among other things, a 24-month extension of the Services Agreement, an upward adjustment of the monthly management fee, and a full and general release by BGL of any current or future claims against Lionsbridge or Westech. The request for a general release from BGL was particularly puzzling because BGL is not a party to the Services Agreement.

59. The timing and tone of this correspondence was concerning. The existing Services Agreement was not set to expire until July 2022, and Lionsbridge had not yet delivered on resuming commercial production at the Otso Gold Mine, a milestone that was essential to determining whether an extension would be appropriate. Nor had Lionsbridge delivered on the feasibility study it had commissioned for the Otso Gold Mine. Furthermore, the Services Agreement contained a non-solicitation clause that would have prevented the Company from directly employing the expat contractors whom Westech had brought to the Otso Gold Mine. Lionsbridge appeared to be using the urgency of Otso Gold's financial and operational situation to leverage a contract extension and full release before the BGL director designees had the ability to properly understand the Company's true position. This heightened BGL's concerns about Otso Gold's relationship with Lionsbridge going forward. And, as discussed above, BGL's concerns about Lionsbridge's dealings with the Pandion Defendants were heightened at the same time because the Pandion Defendants had failed to provide a substantive response to the draft agreement formalizing amendments to the material agreements with the Pandion Defendants contemplated by the July 8, 2021 letter agreement.

60. The BGL director designees on the Otso Gold board informed Lionsbridge that they would be prepared to discuss an extension in good faith after the restart of gold production at the Otso Gold Mine.

61. In response, Clyde Wesson sent an email on September 6, 2021 threatening to not extend the contracts of onsite staff until the Services Agreement was extended and BGL released Lionsbridge and Westech from any and all claims BGL might have against them. Indeed, as Clyde Wesson admitted in his Canada Affidavit, Lionsbridge and Westech “began to plan for redeployment of our people.”

62. At a meeting of the Otso Gold board on September 8, 2021, the BGL director designees reiterated that they would be prepared to discuss an extension of the Services Agreement once the Otso Gold Mine was back in production. After Brian Wesson stated that Otso Gold was approximately \$5 million short of the \$22 million needed to restart production, BGL stated that it would provide \$5 million in unsecured working capital to bridge the gap, if the Pandion Defendants agreed to extend the maturity of the Pandion Loans from December 7, 2021 to March 31, 2022. Lionsbridge subsequently informed BGL that the Pandion Defendants did not approve of BGL providing \$5 million in unsecured working capital under the requested terms.

63. On October 19, 2021, BGL and Otso Gold entered into a subscription agreement (the “2021 Subscription Agreement”) in connection with a private placement of \$5 million in exchange for 105,650,000 units of Otso Gold at a purchase price of CAD \$0.06 per unit. Each unit consisted of one common share of Otso Gold and one warrant to purchase a common share at a price of CAD \$0.08 per share within five years. In connection with the 2021 Subscription Agreement, Clyde Wesson sent on behalf of Otso Gold a supplemental disclosure letter to BGL dated October 19, 2021 (the “2021 Disclosure Letter”).



64. This additional \$5 million investment by BGL increased its ownership interest in Otso Gold on an undiluted basis to approximately 67%.

**X. Lionsbridge Subverts Otso Gold's Efforts to Obtain Bank Financing To Settle The Pandion Debt By December 7, 2021**

65. As noted above, after BGL's initial investment closed in February 2021, Lionsbridge issued an Otso Gold press release on May 17, 2021 indicating that a completed feasibility study of the Otso Gold Mine was expected in June 2021.

66. On September 28, 2021, Boyd Company, the consultant hired to conduct the feasibility study, delivered to Lionsbridge a draft of the feasibility report. Lionsbridge initially refused to share this draft with the BGL director designees to the Otso Gold board, but after some back-and-forth, ultimately provided a copy of the draft. The draft report contained several material errors, which Lionsbridge did not have corrected in a timely fashion. As a result of this and other issues, BGL became concerned that Lionsbridge was not properly managing the feasibility study process to ensure the prompt resumption of gold production.

67. Because there was still no feasibility study completed by October 2021, Otso Gold had not been able to raise new debt financing from banks. The draft feasibility study received from Boyd on November 4, 2021 indicated proved and probable reserves of only 365,000 ounces. Based on the information Lionsbridge had previously provided, this was significantly lower than what was expected and caused some banks with which Otso Gold had been dealing to withdraw from further discussions.

68. Moreover, the Wessons affirmatively subverted discussions with other banks. For example, Clyde Wesson failed to attend at least 10 calls with Sberbank's mining consultant, CSA Global, while Brian Wesson was routinely late or only joined if chased, while bank representatives waited, and both Wessons failed to provide information requested by CSA Global in a timely



fashion. Because of these delays and Lionsbridge's failure to procure the completion of the feasibility study, Sberbank and CSA Global concluded that their lending due diligence would not be completed in time to provide financing prior to the December 7, 2021 due date for Otso Gold to pay the Pandion Defendants \$23 million plus interest to settle the Pandion debt. Clyde Wesson made a difficult situation even worse by leaving Finland, where the Otso Gold Mine is located, for Australia in May 2021 and only returning at the end of October 2021. During that period, Clyde Wesson did not participate in most of the phone calls with banks in Europe and Russia, did not return calls from the Otso Gold board's representatives, failed to update the data room for the banks' due diligence, and failed to answer the banks' requests on a timely basis.

69. As a result, Otso Gold was left with virtually no options for financing the settlement of the Pandion debt other than through BGL or the Pandion Defendants. BGL engaged in discussions with Otso Gold regarding the prospect of providing short-term bridge financing to pay the Pandion Defendants \$23 million plus interest to settle the Pandion debt and provide Otso Gold with a period of two or three additional months to obtain long-term bank financing. On October 29, 2021, a proposed term sheet for secured short-term bridge financing from BGL was circulated to the Otso Gold board.

**XI. After BGL Discovers Unapproved Payments and Offers a Bridge Loan to Refinance The Pandion Loans, Lionsbridge Threatens to Terminate The Services Agreement And Withdraw Westech Staff from the Otso Gold Mine**

70. The 2020 Subscription Agreement provides for the appointment of a BGL representative as a co-signatory for the bank accounts of Otso Gold and its subsidiaries. In October 2021, BGL discovered that Lionsbridge had failed to set up the necessary approval process with Otso Gold's bank and had made unapproved payments on behalf of Otso Gold totaling €88,038. Indeed, in his Canada Affidavit, Clyde Wesson admits that Lionsbridge "sent the money – without

waiting for BGL's signature" out of concern that BGL "would not authorize the making of the actual payments." On October 13, 2021, BGL notified Lionsbridge of the unapproved payments.

71. On October 30, 2021, BGL offered to refinance the Pandion Loans with a bridge loan. In response, Lionsbridge sent Otso Gold's board a letter on November 2, 2021—one day before a scheduled gold pouring ceremony at the Otso Gold Mine—in an attempt to hold the Company ransom. Lionsbridge's letter stated that if the Services Agreement were not extended, it would move Westech staff at the Otso Gold Mine elsewhere and that Westech's employees would be in breach of restrictive covenants if Otso Gold were to hire them. Lionsbridge also proposed an arrangement in which the parties would terminate the Services Agreement, Lionsbridge would receive a contractual termination payment totaling \$1,746,000, and Lionsbridge would sell its shares to BGL at CAD \$0.20 per share (for a total of approximately CAD \$16.5 million). The Company was required to agree to these terms in one day.

72. It became apparent to BGL's director designees that the Otso Gold board would not be able to come to terms on a suitable arrangement for Lionsbridge's long-term management of the Company. However, the board was in a difficult position, as it would not be able to quickly replace the Westech technical and managerial experts at the Otso Gold Mine if Lionsbridge acted on its threat to withdraw them. It was important that any transition away from Westech staff be done in an orderly fashion that would not disrupt the progress of production at the mine.

73. Additionally, Lionsbridge's continued unwillingness to provide Otso Gold's board and BGL with all requested detailed financial and operational information, budgets and forecasts made it impossible for BGL to properly evaluate the Company's business and capital requirements. This information was crucial after the restart of production and at the time BGL was considering a \$26.8 million bridge loan to the Company.

**XII. Just Weeks Before the December 7, 2021 Due Date to Settle the Pandion Loans, the Pandion Defendants Reveal to BGL a \$25 Million Lien Against the Otso Gold Mine And Secretly Meets with Lionsbridge to Plot a Take Over of the Company**

74. BGL's director designees on the Otso Gold board turned their attention to engaging the Pandion Defendants in discussions to provide a bridge to bank loan from BGL and refinance the Pandion Loans. For months, BGL's director designees had tried to open a direct line of communication with the Pandion Defendants. But the Pandion Defendants never responded to BGL's written correspondence; instead, it was always the Wessons who purported to provide the Pandion Defendants' position. Just weeks before the December 7, 2021 due date to settle the Pandion Loans, the Pandion Defendants finally agreed to meet with BGL representatives.

75. On or about November 9, 2021, BGL representatives met Messrs. Archibald and Byrne at the Pandion Defendants' offices in Greenwich, Connecticut, to discuss potential terms upon which the Pandion Loans could be paid out or re-financed. At the meeting, Mr. Archibald stated that the higher original amount of the Pandion debt amount (still undisclosed) would be reinstated if Otso Gold defaulted on the December 7, 2021 due date. Mr. Archibald also stated that, regardless of whether the Pandion Loans were paid out when due, a \$25 million lien ("Royalty Lien") would remain registered against the Otso Gold Mine in order to secure ongoing royalty payments under a Net Smelter Returns Royalty Agreement dated November 8, 2018 (the "NSR Royalty Agreement"), and that the Royalty Lien would have priority over all other debts in the event of bankruptcy.

76. The Royalty Lien was not disclosed in the 2020 Disclosure Letter, and no security documents regarding the NSR Royalty Agreement were included in the virtual data rooms established for due diligence conducted by BGL's representatives, including White & Case LLP and KPMG LLP, in connection with BGL's investment under the 2020 Subscription Agreement. The Pandion Defendants knew that revealing this additional security, which severely limited the



Company's ability to raise additional debt finance, would significantly increase their bargaining power over BGL.

77. With less than a month left before the December 7, 2021 due date for the Pandion Loans, the Pandion Defendants' disclosure of the Royalty Lien was clearly intended to shut down any thought of raising additional debt finance for the Company and put BGL in an impossible situation: either continue equity funding to service the Company's debt to the Pandion Defendants and keep the Company afloat or default on the Pandion Loans and risk losing most or all of its investment in the Company. To make matters worse, BGL could not properly evaluate and assess the Company's business and capital requirements because Lionsbridge repeatedly failed or refused to provide Otso Gold's board and BGL with requested financial and operational information, budgets, and forecasts.

78. In light of the above, on November 11, 2021, BGL sent the Pandion Defendants a letter regarding the withdrawal of its proposal to provide Otso Gold bridge financing and proposed an alternative resolution to attempt to address Otso Gold's financing issues.

79. The Pandion Defendants expressed no interest in negotiating a resolution along the lines proposed in BGL's November 11, 2021 letter. Instead, on information and belief, the Pandion Defendants and Lionsbridge engaged in a series of meetings and machinations to plot their next moves. During the week of November 8, 2021, Brian Wesson traveled to the U.S. to meet with the Pandion Defendants, and, upon his return to Finland, told staff at the Otso Gold Mine that the Pandion Defendants would be visiting. During the week of November 15, 2021, representatives of the Pandion Defendants, including Mr. Byrne, David Young, and Julien Bosche of Trident Royalties plc, traveled to Finland to survey the Otso Gold Mine with Pandion's mining consultants from SRK Consulting. Before the visit, Brian Wesson asked that hotel arrangements for the



Pandion and SRK Consulting representatives be made on a no-names basis: “Are you back as we need to arrange accommodation but can’t tell anyone names till Tuesday when they arrive Joe Archibald, Ryan Byrne and one tech guy Dave Young the[y] arrive 15th at 5 pm and leave on Thursday morning site all day Wednesday.” The reason for the secrecy was because the Company and its Board of Directors had not authorized or approved such a visit, and Brian Wesson and the Pandion Defendants knew that the Board of Directors would never have sanctioned such a visit, which was directly counter to negotiations that were then-ongoing between the Chairman of Otso Gold and Mr. Archibald regarding the Pandion debt. The Pandion Defendants knew that Mr. Wesson and his management team members were breaching their fiduciary duties to the Company by actively working to undermine the Company’s negotiations on the Pandion Loans by holding their own side meetings with the Pandion Defendants. Lionsbridge even used Company funds to cover the hotel expenses of the Pandion Defendants and SRK Consulting representatives in Finland, but failed to disclose to the Otso Gold Board of Directors that Pandion and SRK Consulting would be visiting the Otso Gold Mine, much less seek the board’s approval.

**XIII. Lionsbridge and Pandion Unveil a Coordinated Bid to Buy Out BGL at an Amount Less Than BGL’s Total Investments and Take Over Otso Gold**

80. On November 23, 2021, with the December 7, 2021 due date for the Pandion Loans just two weeks away, the Pandion Defendants provided BGL with copies of security documents relating to the NSR Royalty Agreement. This was the first time that BGL had ever been provided these documents for the Pandion Defendants’ claimed Royalty Lien.

81. That same day, Brian Wesson emailed the Otso Gold Board of Directors a high-level proposal for Lionsbridge to buy out BGL’s equity interests in Otso Gold (for less than BGL’s total investments) and take over the Company. This proposal was the result of the Pandion

Defendants' collusion with Mr. Wesson and others, as evidenced by their secret meetings in the U.S. and in Finland.

82. On November 24, 2021, an Otso Gold Board of Directors' meeting was held to consider, among other things, the appointment of A&M to provide restructuring services to Otso Gold. At the meeting, the Wessons stated that, in coordination with the Pandion Defendants, they had been working on a bid for Lionsbridge to buy out BGL and take over Otso Gold. When BGL director designees asked the Wessons what information Lionsbridge had been providing to the Pandion Defendants, Brian Wesson indicated that Lionsbridge had "technical" calls with Pandion every four weeks or so and provided Pandion with monthly financial statements. (By contrast, Lionsbridge had failed to provide BGL with financial information on a regular basis, despite a contractual obligation that BGL be provided financial information within 10 business days of the end of each calendar month.) Mr. Wesson failed to disclose the Pandion Defendants' unsanctioned and secret visit to the Otso Gold Mine with their mining consultants from SRK Consulting. At the end of the November 24, 2021 board meeting, the Board appointed A&M to provide restructuring services to Otso Gold.

83. In a call with a BGL representative later that day, Mr. Archibald confirmed that the Pandion Defendants supported Lionsbridge's bid to buy out BGL and take over the Company, describing it as "music to [his] ears." Alternatively, Mr. Archibald said that the Pandion Defendants would consider extending the due date for the Pandion Loans from December 7, 2021 to March 2022, in return for converting the Company's alleged increase in debt from the

Reinstatement Debt (approximately \$70 million) into equity for the Pandion Defendants, which would dilute other existing shareholders by 50% or more.

84. Otso Gold's board did not agree to either the Lionsbridge takeover bid backed by the Pandion Defendants or to Mr. Archibald's alternative proposal, which would have essentially provided the Pandion Defendants with direct control over the Company.

**XIV. After the Wessons Abruptly Resign, Financial Irregularities are Discovered and Brian Wesson is Apprehended in Finland While Attempting to Leave the Country**

85. After a November 29, 2021 Board of Directors' meeting commenced as scheduled, Brian Wesson and Clyde Wesson requested that the meeting be adjourned on the purported grounds that they needed further time to consider certain resolutions that were being proposed. That request was granted in good faith by the Board of Directors, and the balance of the meeting was rescheduled to be held at noon Helsinki time on November 30, 2021.

86. Just prior to the commencement of the November 30, 2021 Board of Directors meeting, however, the Board received a letter from Lionsbridge stating, among other things, that Brian Wesson and Clyde Wesson were resigning immediately as officers and directors of Otso Gold, and that Lionsbridge was immediately terminating the Services Agreement with Otso Gold (even though the Services Agreement requires three-months' notice for any termination).

87. Upon receiving this notice from Lionsbridge, the Otso Gold Board promptly contacted A&M personnel to ascertain the state of affairs at the Otso Gold Mine. A&M discovered that the Lionsbridge office at the Otso Gold Mine had been completely cleared out and emptied by the Wessons without permission from the Company, and that Otso Gold's property such as its computer laptops and files had been removed. Indeed, in his Canada Affidavit, Clyde Wesson admits that "confidential information related to Otso's affairs is stored on [Brian Wesson's] laptop and other Lionsbiredge devices." Moreover, a preliminary review of Otso Gold's credit card

accounts to which the Wessons had access revealed approximately CAD \$683,704 in accrued, but unexplained and unaccounted for, expenses. In addition, a preliminary review of an Otso Gold subsidiary's accounts revealed that trade creditor accounts payable had increased from approximately €2 million in July 2021 to approximately €9 million at the end of November 2021. Furthermore, a \$741,000 wire transfer from a global trader in precious metals markets was missing from Otso Gold's bank accounts. No steps were taken by the Wessons to relinquish or transfer control or access to the Company's bank accounts, email accounts, or website account.

88. An Otso Gold representative in Finland promptly contacted Finnish law enforcement authorities to report these activities by the Wessons. Shortly thereafter, Finnish border control authorities apprehended Brian Wesson at the Helsinki-Vantaa International Airport and placed him in custody. Brian Wesson was apparently attempting to leave the country while in possession of Otso Gold's confidential information and property, including his Otso Gold work computer and the signing keys for Otso Gold's bank accounts. Finnish law enforcement authorities are now investigating Mr. Wesson for possible crimes, including aggravated embezzlement from the Company. The whereabouts of Clyde Wesson were unknown for nearly two weeks, until he surfaced on December 12, 2021 by filing the Canada Affidavit stating that he was now "located" in Australia.

#### **XV. Otso Gold Files for Restructuring**

89. Because Otso Gold lacked the funds to pay out the Pandion Loans by the December 7, 2021 deadline, and because the Pandion Defendants were unwilling to restructure the Pandion Loans and any claimed Reinstatement Debt, Otso Gold and its subsidiaries commenced restructuring proceedings in Canada, Finland, and Sweden on December 3, 2021.



90. Courts in all three of these countries have since issued a stay of creditor claims. Only after the court in Canada issued a stay of creditor claims did the Pandion Defendants provide to Otso Gold the purported amount of the Reinstatement Debt that they claim they are now owed.

91. On December 8, 2021, the Pandion Defendants' counsel claimed that, in light of the Company's failure to pay the Pandion Defendants \$25.9 million on December 7, 2021, the Company now owed the Reinstatement Debt, the amount of which the Pandion Defendants' counsel revealed to be \$95,350,406.

**XVI. Underscoring the Collusion Between Pandion and Lionsbridge, Pandion Defends the Wessons Against the Company's Investigation of its Accounts**

92. When Brian and Clyde Wesson, the two top executives of Otso Gold, abruptly resigned, and Brian Wesson, the former CEO, is arrested under suspicion of possible criminal activities, including embezzlement from the Company, while Clyde Wesson made his whereabouts unknown for weeks before surfacing on another continent, one would think that creditors and shareholders alike would want the Company to investigate and get to the bottom of what happened.

93. Stunningly, however, the Pandion Defendants have instead opted to take the mantle for defending the Wessons. Indeed, a December 7, 2021 email from the Pandion Defendants' counsel reflects the continuing ties and scheme between the Pandion Defendants and the Wessons. In the email, the Pandion Defendants' counsel in Canada expressed supposed concern to Otso Gold's counsel in the Canadian restructuring proceeding that the Company was investigating whether "the Wessons had something to do with the funds missing" from Otso Gold's bank accounts, when "in actuality, there appears to have been an issue with the wire transfers" at the banks. Although the Company's investigation is ongoing, and although the Pandion Defendants presumably have no first-hand knowledge of the situation, the Pandion Defendants, through their

counsel, stated that they assumed that Otso Gold would be “correcting” any implication of wrongdoing by the Wessons.

94. That the Pandion Defendants, who are a major creditor and shareholder of Otso Gold, would go out of their way to try to vindicate the Wessons before the Company or law enforcement authorities have completed their investigation, speaks volumes and underscores the intertwined relationship of the Pandion Defendants and the Wessons.

**FIRST CAUSE OF ACTION**  
**(Violation of the Connecticut Unfair Trade Practices Act,**  
**CONN. GEN. STAT. ANN. § 42-110a, *et seq.*)**

95. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 94 above as if fully set forth herein.

96. As discussed above, the Pandion Defendants hand-picked Lionsbridge to serve as management for the Company and then colluded with Lionsbridge to lure and exploit a new investor in the Company. When Plaintiff was solicited to invest in Otso Gold in the fall of 2020 and to provide an additional investment in 2021, it was provided with various materials in due diligence. The Pandion Defendants and Lionsbridge knew that Plaintiff would rely on these materials, but knowingly misled Plaintiff by failing to disclose either the Royalty Lien or the amount of the Reinstatement Debt in any of the materials provided in due diligence, including the financial statements of the Company audited by PwC, or in the 2020 Disclosure Letter or 2021 Disclosure Letter. Indeed, the security documents underlying the Royalty Lien were not revealed to Plaintiff until November 23, 2021, after Plaintiff had made its substantial investments in Otso Gold, and the actual amount of the Reinstatement Debt was not revealed until after Otso Gold had filed for restructuring and creditor claims had been stayed.

97. On information and belief, prior to the Pandion Defendants’ execution of a voting agreement in favor of BGL’s initial investment in Otso Gold, Defendants were provided with the

suite of documents related to BGL's investment, including the 2020 Disclosure Letter, which failed to disclose either the Royalty Lien or the potential liability for the Reinstatement Debt.

98. On information and belief, Defendants and Lionsbridge coordinated on Lionsbridge's negotiations with, and disclosures to, BGL, and, in order to induce BGL to invest, agreed that neither the Royalty Lien nor the potential liability for the Reinstatement Debt should be disclosed to BGL. After BGL's initial investment in Otso Gold, Defendants and Lionsbridge continued to coordinate in furtherance of a scheme to pressure BGL to make additional investments that would inure to the benefit of Defendants and Lionsbridge.

99. Had the Royalty Lien or the potential liability for the Reinstatement Debt been disclosed, BGL would not have invested in Otso Gold on the same terms or at all.

100. The Royalty Lien and the Reinstatement Debt impact Otso Gold's ability to obtain financing and the amount of its potential liabilities, both of which materially impair the value of BGL's substantial investments in Otso Gold.

101. As a result of Defendants' oppressive, unethical, and unscrupulous business practices, BGL invested in Otso Gold at inflated prices and was damaged thereby.

**SECOND CAUSE OF ACTION**  
**(Fraud and Conspiracy to Defraud Plaintiff)**

102. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 101 above as if fully set forth herein.

103. As discussed above, the Pandion Defendants hand-picked Lionsbridge to serve as management for the Company and then colluded with Lionsbridge to lure and exploit a new investor in the Company. When Plaintiff was solicited to invest in Otso Gold in the fall of 2020 and to provide an additional investment in 2021, it was provided with various materials in due diligence. The Pandion Defendants and Lionsbridge knew that Plaintiff would rely on these

materials, but knowingly misled Plaintiff by failing to disclose either the Royalty Lien or the amount of the Reinstatement Debt in any of the materials provided in due diligence, including the financial statements of the Company audited by PwC, or in the 2020 Disclosure Letter or 2021 Disclosure Letter. Indeed, the security documents underlying the Royalty Lien were not revealed to Plaintiff until November 23, 2021, after Plaintiff had made its substantial investments in Otso Gold, and the actual amount of the Reinstatement Debt was not revealed until after Otso Gold had filed for restructuring and creditor claims had been stayed.

104. On information and belief, prior to the Pandion Defendants' execution of a voting agreement in favor of BGL's initial investment in Otso Gold, Defendants were provided with the suite of documents related to BGL's investment, including the 2020 Disclosure Letter, which failed to disclose either the Royalty Lien or the amount of for the Reinstatement Debt.

105. On information and belief, Defendants and Lionsbridge coordinated on Lionsbridge's negotiations with, and disclosures to, BGL, and, in order to induce BGL to invest, agreed that neither the Royalty Lien nor the potential liability for the Reinstatement Debt should be disclosed to BGL. After BGL's initial investment in Otso Gold, Defendants and Lionsbridge continued to coordinate in furtherance of a scheme to pressure BGL to make additional investments that would inure to the benefit of Defendants and Lionsbridge.

106. Had the Royalty Lien or the potential liability for the Reinstatement Debt been disclosed, BGL would not have invested in Otso Gold on the same terms or at all.

107. The Royalty Lien and the Reinstatement Debt impact Otso Gold's ability to obtain financing and the amount of its potential liabilities, both of which materially impair the value of BGL's substantial investments in Otso Gold.



108. As a result of Defendants' plan, scheme, and conspiracy with Lionsbridge, BGL invested in Otso Gold at inflated prices and was damaged thereby.

**THIRD CAUSE OF ACTION**  
**(Aiding and Abetting Fraud)**

109. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 108 above as if fully set forth herein.

110. As discussed above, the Pandion Defendants hand-picked Lionsbridge to serve as management for the Company and then colluded with Lionsbridge to lure and exploit a new investor in the Company. When Plaintiff was solicited to invest in Otso Gold in the fall of 2020 and to provide an additional investment in 2021, it was provided with various materials in due diligence. The Pandion Defendants and Lionsbridge knew that Plaintiff would rely on these materials, but knowingly misled Plaintiff by failing to disclose either the Royalty Lien or the amount of the Reinstatement Debt in any of the materials provided in due diligence, including the financial statements of the Company audited by PwC, or in the 2020 Disclosure Letter or 2021 Disclosure Letter. Indeed, the security documents underlying the Royalty Lien were not revealed to Plaintiff until November 23, 2021, after Plaintiff had made its substantial investments in Otso Gold, and the actual amount of the Reinstatement Debt was not revealed until after Otso Gold had filed for restructuring and creditor claims had been stayed.

111. On information and belief, Defendants participated in, and provided substantial assistance to, Lionsbridge's fraud, by coordinating with Lionsbridge to conceal from BGL the Royalty Lien and potential liability for the Reinstatement Debt and to pressure BGL to make investments in Otso Gold that would inure to the benefit of Defendants and Lionsbridge.

112. As a result of Defendants' participation in, and substantial assistance to, Lionsbridge's fraud, BGL invested in Otso Gold at inflated prices and was damaged thereby.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- A. Damages, including compensatory and punitive damages, in an amount to be determined at trial;
- B. Plaintiff's attorneys' fees, expert fees, and other costs;
- C. Prejudgment and post-judgment interest; and
- D. Such other and further relief as the Court deems just and proper.

PLAINTIFF,  
BRUNSWICK GOLD LIMITED,

By: /s/ Tony Miodonka  
Alfred U. Pavlis  
Tony Miodonka  
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RETURN DATE: JANUARY 4, 2022	:	
	:	SUPERIOR COURT
BRUNSWICK GOLD LIMITED,	:	
	:	JUDICIAL DISTRICT OF
Plaintiff,	:	STAMFORD/NORWALK
v.	:	
	:	AT STAMFORD
PANDION MINE FINANCE LP, PFL RAAHE	:	
HOLDINGS LP, RIVERMET RESOURCE	:	
CAPITAL LP, JOSEPH ARCHIBALD, AND	:	
RYAN BYRNE,	:	
	:	December 17, 2021
Defendants.	:	

**STATEMENT OF AMOUNT IN DEMAND**

The amount, legal interest or property in demand is greater than \$15,000.00, exclusive of interest and costs.

PLAINTIFF,  
BRUNSWICK GOLD LIMITED,

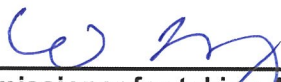
By: /s/ Tony Miodonka  
 Alfred U. Pavlis  
 Tony Miodonka  
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This is Exhibit "B" referred to in the  
affidavit of Calli Ron made before me on this 13th day  
of January, 2022



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A Commissioner for taking Affidavits in British  
Columbia

JAN 05 2022

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

BRUNSWICK GOLD LTD.

Plaintiff

AND:

PANDION MINE FINANCE LP, PFL RAAHE HOLDINGS LP, RIVERMET  
RESOURCE CAPITAL LP, JOSEPH ARCHIBALD, RYAN BYRNE,  
LIONSBRIDGE PTY LTD., WESTECH INTERNATIONAL PTY LTD.,  
BRIAN WESSON, and CLYDE WESSON

Defendants

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this Action, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 in the above-named registry of this Court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim on the plaintiff.

If you intend to make a Counterclaim, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-named registry of this Court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.

**Time for Response to Civil Claim**

A Response to Civil Claim must be filed and served on the plaintiff,

- (a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the Notice of Civil Claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the Notice of Civil Claim anywhere else, within 49 days after that service, or
- (d) if the time for Response to Civil Claim has been set by Order of the Court, within that time.

### CLAIM OF THE PLAINTIFF

#### PART 1: STATEMENT OF FACTS

##### *The Parties*

1. The plaintiff Brunswick Gold Ltd. (“**BGL**”) is a company incorporated under the laws of Cyprus with an address for service for the purpose of these proceedings at McEwan Cooper Dennis LLP, 900-980 Howe Street, Vancouver, BC, V6Z 0C8.
2. The defendant Pandion Mine Finance LP (“**PMF**”) is a limited partnership organized under the laws of Delaware with a registered office at 251 Little Falls Drive, Wilmington, New Castle, Delaware 19808.
3. The defendant PFL Raahe Holdings LP (“**PFL**”) is a limited partnership organized under the laws of Ontario, Canada with a registered office at 40 King Street West, Suite 2100, Toronto, Ontario, M5H 3C2.
4. PFL is a subsidiary of PMF.
5. The defendant RiverMet Resource Capital LP (“**RiverMet**”) is a limited partnership organized under the laws of Delaware and extra-provincially registered in Ontario with an address for service at 199 Bay Street, Commerce Court West, Suite 5300, Toronto, ON M5L 1B9.
6. The defendant Joseph Archibald is a businessperson with a last known address at 411 West Putnam Avenue, Suite 320, Greenwich, Connecticut 06830.
7. The defendant Ryan Byrne (and together with PMF, PFL, RiverMet, and Archibald, the “**Pandion defendants**”) is a businessperson with a last known address at 411 West Putnam Avenue, Suite 320, Greenwich, Connecticut 06830.
8. Messrs. Archibald and Ryan Byrne are the co-founders and principals of PFL, PMF and RiverMet.

9. The defendant Lionsbridge Pty Ltd. (“**Lionsbridge**”) is a company incorporated under the laws of Australia with a registered office at Castle Hill, 2154, New South Wales, Australia.
10. Lionsbridge is a management services company.
11. The defendant Westech International Pty Ltd. (“**Westech**”) is company incorporated under the laws of Australia with a registered office at Castle Hill, 2154, New South Wales, Australia.
12. Westech is an engineering company and a subsidiary of Lionsbridge.
13. Lionsbridge and Westech agreed to provide management and technical services to Otso Gold pursuant to a Services Agreement dated 2 July 2019 (the “**Services Agreement**”).
14. Brian Wesson is a businessperson with a last known address at Castle Hill, 2154, New South Wales, Australia.
15. Clyde Wesson (and together with Lionsbridge, Westech, and Brian Wesson, the “**Wesson defendants**”) is a businessperson with a last known address at Castle Hill, 2154, New South Wales, Australia.
16. At all material times, Brian and Clyde Wesson were principals of Lionsbridge and Westech.

***Otso Gold and the Acquisition of the Otso Gold Mine***

17. Otso Gold Corp. (“**Otso Gold**”) is a company incorporated under the laws of Alberta and extra-provincially registered in British Columbia.
18. Otso Gold is a reporting issuer listed on the TSX Venture Exchange. Its principal securities regulator is the British Columbia Securities Commission, and it is a reporting issuer in both British Columbia and Alberta.
19. Otso Gold is engaged in mineral exploration and development. Otso Gold’s primary business is the development of the Laiva gold mine project in Northern Ostrobothnia, Finland (“**Otso Gold Mine**”). Otso Gold also owns an interest in a Copper Creek porphyry copper gold exploration project situated in the golden triangle in British Columbia.
20. Otso Gold AB is a company incorporated under the laws of Sweden.
21. Otso Gold Oy is a company incorporated under the laws of Finland.
22. Otso Gold AB is a subsidiary of Otso Gold.
23. Otso Gold Oy is a subsidiary of Otso Gold AB and the operation company operating the Otso Gold Mine.
24. The Otso Gold Mine was first developed in 2009. Production from the Otso Gold Mine began in 2011 but was suspended within 23 months for a variety of reasons, including debt.



25. In 2017 and 2018, Otso Gold (then Firesteel Resources Inc.) acquired rights to the Otso Gold Mine. Otso Gold's purchase was financed by PMF, through its subsidiary PFL, in a Pre-Paid Forward Gold Purchase Agreement dated 10 November 2017 (the "**PPF Agreement**") under which PMF advanced USD\$32,600,000.

*The Wesson Defendants Take Over Management and Restructure Otso Gold's Debt*

26. After its acquisition, management of Otso Gold attempted to restart production at the Otso Gold Mine. Those efforts were unsuccessful, and it was put into care and maintenance from pre-commercial production effective 1 April 2019.
27. Before again attempting to restart production, Otso Gold — at the urging of the Pandion defendants — reached agreement with the Wesson defendants to manage the Otso Gold Mine. Brian Wesson became Otso Gold's CEO and Chairman of its board of directors. Clyde Wesson became Otso Gold's Vice President and a director, and Amelia Wesson, Brian Wesson's wife, became Otso Gold's head of human resources.
28. Material terms of the Services Agreement included terms incentivizing the Wesson defendants to (i) restructure Pandion's debt with an arrangement fee; and (ii) lure new investors with a finder's fee of 12.5% for any equity or debt brought into Otso Gold.
29. In October 2019, the Pandion defendants and the Wesson defendants restructured Otso Gold's debt to PFL (the "**Pandion Loans**"). As reflected in a Consent and Agreement to Pre-Paid Forward Gold Purchase Agreement and Maintenance Loan Agreement, dated 7 October 2019 (the "**Restructuring Agreement**"), the key commercial terms of the restructured debt included:
- (a) payments to PFL of:
    - (i) \$1.56 million in common shares of Otso Gold (then Nordic Gold) upon the completion of an up to \$7 million equity raise;
    - (ii) \$11.5 million due in March 2021; and
    - (iii) \$11.5 million due in September 2021;
  - (b) cancellation of gold deliveries to the Pandion defendants, their upside participation, and free carry right; and
  - (c) after the payments outlined in (a) above, the release of PFL's security package.
30. As an arrangement fee for the restructuring of Otso Gold's debt to the Pandion defendants, 26,612,000 common shares of Otso Gold, valued at \$1,330,600, were issued to B & A Wesson Pty Ltd. and C & C Wesson Pty Ltd., entities controlled by Brian Wesson and Clyde Wesson.

*The Wesson Defendants and the Pandion Defendants Solicit BGL and the 2020 Subscription Agreement*

31. In the fall of 2020, the Wesson defendants began soliciting the principals of Brunswick Rail Management (“**BRM**”), a railcar operating leasing company, to invest in Otso Gold.
32. At the time, the Pandion defendants and the Wesson defendants were Otso Gold’s two largest shareholders and had effective control of Otso Gold. On 20 October 2020, following a request by the Wesson defendants for urgent working capital, the principals of BRM provided Otso Gold with an unsecured loan of \$1,000,000 via a BRM affiliate.
33. Further negotiations culminated in a subscription agreement between BGL and Otso Gold entered on 13 December 2020 (the “**2020 Subscription Agreement**”), and a suite of related documents, including a disclosure letter dated 13 December 2020 that Clyde Wesson sent on behalf of Otso Gold (the “**2020 Disclosure Letter**”).
34. The 2020 Subscription Agreement included a schedule of warranties. Otso Gold warranted to BGL that each of the warranties was “true and accurate” and was “not in any respect misleading” both as at the date of the agreement and at the date of completion (Clause 3.1).
35. So far as concerns the extent of Otso Gold’s liability to the Pandion defendants (as fixed at US\$23 million) (the “**\$23M Liability**”) following the restructuring of its debt under the Restructuring Agreement, the following warranties were provided:
  - (a) “The Accounts present fairly the assets, liabilities, financial position and profit or loss and cash flows of each Group Company and of the Group as a whole at the relevant Accounts Date and in the financial periods to which they relate” (clause 15.2).
  - (b) “The Accounts include full provision or full disclosure in accordance with the relevant generally accepted accounting principles for all liabilities (whether actual, contingent, unquantified or disputed), all outstanding capital commitments and all bad and doubtful debts” (clause 15.4).
  - (c) “The Accounts are not affected by any unusual or non-recurring item or by any other fact that makes the Accounts unusual or misleading in any respect” (clause 15.5).
  - (d) “The accounting and other records of each Group Company are up-to-date and have been fully, properly and accurately maintained and are in the possession of the relevant Group Company” (clause 15.6).
  - (e) “The Management Accounts have been prepared in accordance with IFRS, on a basis consistent with the consolidated accounts of the Group comprised in the Accounts and with all due care and attention. The Management Accounts give (for the period covered by such Management Accounts) a fair view of the assets, liabilities and profit or loss and cash flow of the Group and are not inaccurate or misleading in any respect” (clause 15.7).



36. Aside from the \$23M Liability, the Wesson defendants disclosed no liability under the Restructuring Agreement, or the purported risk of many times that liability if Otso Gold defaulted on its payments (the **"Reinstatement Representation"**).
37. So far as concerns the nature of Otso Gold's liability to the Pandion defendants to pay a royalty and the security provided therefore, the following warranties were provided:
  - (a) "All assets used by any Group Company for or in connection with its business, or which are required for the continuation of the Business both as it is currently conducted ... are free from all Encumbrances (except as Disclosed) and there is no agreement or commitment to create any Encumbrance and no claim has been made by any person to be entitled to any such Encumbrance" (clause 7.1).
  - (b) "Except as Disclosed, the Properties are free from any Encumbrances as security for indebtedness" (clause 19.8).
38. Regarding such warranties:
  - (a) the 2020 Disclosure Letter did not disclose the existence of any security interest or encumbrance relating to any royalty, and in particular that Otso Gold's liability to the Pandion defendants to pay a royalty under the Net Smelter Returns Royalty Agreement dated 8 November 2018 (**"Royalty Agreement"**) was subject to a lien (the **"Royalty Lien"**) (the **"Royalty Representation"** and together with the Reinstatement Representation, the **"Representations"**); and
  - (b) no security documents regarding the Royalty Agreement were included in the virtual data rooms established for due diligence conducted by BGL's representatives, including White & Case LLP and KPMG LLP, in connection with BGL's investment under the 2020 Subscription Agreement.
39. Despite the above, Pandion now claims (i) that Otso Gold owes approximately US\$95 million (the **"Reinstatement Debt"**) as a result of an alleged default under the Restructuring Agreement (the **"Reinstatement Obligation"**); and (ii) that the Royalty Lien secures Otso Gold's obligations under the Royalty Agreement. If Pandion is entitled to the Reinstatement Debt and the Royalty Lien (which is not admitted but denied), Otso Gold's indebtedness and contingent liabilities were not fully, fairly, and specifically disclosed, and the Representations were knowingly false or made with recklessness as to their truth or falsity. In particular, the Wesson defendants, with the knowledge of and in coordination with the Pandion defendants, did not disclose: (i) the purported fact of the Reinstatement Obligation and the Reinstatement Debt; and (ii) the alleged Royalty Lien, including during the course of the negotiations for the 2020 Subscription Agreement or at the time of its entry, including in the agreement itself (or the 2020 Disclosure Letter), in the Annual Report of Otso Gold dated 31 January 2020 (**"2020 FS"**), or in Management's Discussion and Analysis Report dated 31 January 2020 (**"2020 MD&A"**). Instead:
  - (a) with respect to the Reinstatement Representation, the 2020 FS and 2020 MD&A stated that Otso Gold's liability to the Pandion defendants was less than US\$25 million and no reference was made to any alleged liability relating to the

Reinstatement Representation. Furthermore, the dates on which Otso Gold was likely to generate meaningful operating cash flows and on which it may be able to obtain funding (if indeed it could) were several months after March 2021 when the first US\$11.5 million payment to the Pandion defendants was due to be paid (at that time, a second US\$11.5 million payment was due in September 2021); and

- (b) with respect to the Royalty Representation, it was expressly stated in the 2020 FS and the 2020 MD&A that any security held by the Pandion defendants would be released upon the making of various specified payments, which did not include the payments due under the Royalty Agreement.
40. After the execution of the 2020 Subscription Agreement, which Clyde Wesson signed on behalf of Otso Gold, BGL invested \$11 million in exchange for 284,944,440 units of Otso Gold at a purchase price of CAD \$0.05 per unit. Each unit consisted of one common share of Otso Gold and one warrant to purchase a common share at a price of CAD \$0.05 per share within five years.
  41. In addition to the 2020 Subscription Agreement, Otso Gold, Otso Gold Oy, and BGL also entered into a side letter of the same date (“**Side Letter**”). The Side Letter recorded the parties’ agreement that the proceeds of the 2020 Subscription Agreement were to be strictly applied for the purposes of returning the gold mine to operation. Clause 5 of the Side Letter required Otso Gold to provide to BGL within 10 business days following the end of each calendar month (i) the management monthly accounts for such month; and (ii) a report for each month setting out each item of expenditure over \$25,000 and showing the actual performance of Otso Gold as against the business plan and use of funds plan.
  42. PMF, C & C Wesson Pty Ltd. and B & A Wesson Pty Ltd. further executed voting support agreements in favor of BGL’s investment under the 2020 Subscription Agreement.
  43. In reliance on the warranties and the Representations, BGL proceeded to invest \$11 million in Otso Gold. The investment completed on 8 February 2021 following the completion of various conditions precedent. Pursuant to the 2020 Subscription Agreement, BGL also obtained 284,944,440 warrants that it was able to convert into shares up to five years after completion.
  44. When BGL’s investment closed on 8 February 2021, the Pandion defendants were issued 31,909,280 common shares of Otso Gold, pursuant to “top up rights” that the Wesson defendants had granted it alongside the Restructuring Agreement, and various entities controlled by the Wesson defendants were issued 32,380,050 “top up” common shares as a finder’s fee.
  45. Following these transactions, on an undiluted basis, BGL owned 46.03% of the common shares of Otso Gold, the Pandion defendants owned 12.79% of the common shares, and entities controlled by Brian Wesson and Clyde Wesson owned 13.38% of the common shares.
  46. Otso Gold’s board of directors was then reconstituted with four BGL designees and three Wesson defendant designees, two of whom were Brian Wesson and Clyde Wesson.



***The Pandion Defendants and the Wesson Defendants Extract an Additional \$11 Million from BGL***

47. The initial purpose of BGL's \$11 million investment was to provide Otso Gold with funding to organize drilling at the Otso Gold Mine and to commission a feasibility study at the mine that would be used to attract bank financing needed to fund commercial production.
48. On 17 May 2021, the Wesson defendants issued an Otso Gold press release indicating that a feasibility study was expected in June 2021, and that restart of production at the Otso Gold Mine was expected to take place in the third quarter of 2021.
49. On 14 June 2021, however, Brian Wesson revealed that the feasibility study and restart of production would not occur on the timetable indicated in the press release and could not be completed at all without an immediate further investment from BGL of \$11 million. Brian Wesson also indicated that "Pandion will be difficult" if additional funds for Otso Gold were not obtained through BGL's exercise of its warrants received in the 2020 Subscription Agreement.
50. On 22 June 2021, BGL sent the Pandion defendants a letter setting out alternative proposals that would address Otso Gold's alleged financing needs. The first option was for Otso Gold to issue unsecured convertible notes (with warrants) with a coupon interest rate of 15% up to \$13 million to be utilized only if Otso Gold required additional funding. BGL, the Pandion defendants, and the Wesson defendants would have the right to subscribe for the convertible notes *pro rata* to their equity holdings in Otso Gold. The second option was for Otso Gold to launch a rights issue (with warrants) at a 25% discount to the market price to all existing shareholders for up to \$13 million in new equity.
51. BGL requested a call with the Pandion defendants to discuss these proposals further, but the Pandion defendants did not respond directly. Instead, Brian Wesson and Clyde Wesson informed BGL that the Pandion defendants were opposed to such financing and that the Pandion defendants wanted BGL to immediately convert its warrants, even though each warrant entitles BGL to purchase a common share of Otso Gold at a price of CAD \$0.05 per share within five years' time. Those communications from Brian Wesson and Clyde Wesson occurred despite instructions from Otso Gold board that: (i) there needed to be a single point of formal communication with the Pandion defendants in respect of any negotiations between Otso Gold and the Pandion defendants (and that point of contact was not to be Brian Wesson or Clyde Wesson); and (ii) Clyde Wesson and Brian Wesson were not to have discussions with the Pandion defendants without approval from the Otso Gold board.
52. On 23 June 2021, a conference call was held among the Wesson defendants, BGL's representatives, and their respective counsel to discuss the Pandion defendants' response. During this call, Clyde Wesson informed BGL's representatives for the first time:
  - (a) of the purported fact of the Reinstatement Obligation (without disclosing the amount of the Reinstatement Debt), which had not previously been disclosed to

BGL in the 2020 Disclosure Letter, or in the financial statements of Otso Gold audited by PricewaterhouseCoopers during the negotiations leading up to BGL's investment in Otso Gold;

- (b) that Otso Gold was allegedly already in technical default on the Pandion Loans, as it had not paid interest that was due to the Pandion defendants; and
  - (c) as a result, there was a risk that the Pandion defendants could reinstate the debt to a higher amount.
53. Clyde Wesson further advised BGL's representatives that the Pandion defendants did not want a deal involving additional financing and instead wanted BGL to exercise its warrants to invest an additional \$11 million in Otso Gold, just months after its initial investment of \$11 million in Otso Gold had closed in February 2021 and despite the 5-year term with respect to the warrants.
54. The prospect of a default on the Pandion Loans, together with the inability to borrow funds to pay off the Pandion Loans based on, *inter alia*, the continued lack of a feasibility study (a prerequisite to funding for institutional lenders), made it extremely difficult for Otso Gold to obtain the necessary financing to fund commercial operations. Furthermore, if there were any further delays in the commencement of production, there was a serious risk that Otso Gold would be unable to repay the Pandion Loans when due and that the Pandion defendants would take steps to foreclose on the Otso Gold Mine and seek to enforce the alleged Reinstatement Obligation.
55. Under pressure from the Pandion defendants' refusal to consider alternative financing option and the Wesson defendants' insistence that Otso Gold required immediate working capital, and in reliance on the Representations, BGL agreed to provide a second \$11 million by converting its warrants, subject to additional terms and assurances.
56. In the interest of time, Brian Wesson purporting to act for Otso Gold and Mr. Archibald for RiverMet signed a letter agreement on 8 July 2021. Among other things, the letter agreement provided that (a) on or before 31 July 2021, BGL would pay \$11 million to convert the Warrants and fund Otso Gold's commercial operations; (b) by 7 December 2021, Otso Gold would settle the Pandion defendants' debt; (c) Otso Gold would be permitted to borrow for the purposes of paying the Pandion defendants' debt; and (d) the parties would work in good faith to amend material agreements with the Pandion defendants to give effect to the letter agreement.

***After Extracting an Additional \$11 Million from BGL, the Pandion Defendants Condition Any Formal Amendments to Agreements Relating to the Pandion Loans on the Acceleration of the Maturity Date for Pandion's Convertible Debentures***

57. On 21 July 2021, BGL exercised its warrants. Following the conversion of the warrants, on an undiluted basis, BGL owned 63.05% of the common shares of Otso Gold, while PMF owned 8.76% of the common shares, and entities controlled by Brian Wesson and Clyde Wesson collectively owned 9.16% of the common shares.



58. On 22 July 2021, BGL circulated a draft of an agreement formalizing amendments to the material agreements with the Pandion defendants, as contemplated by the 8 July 2021 letter agreement. Despite the urgency of formalizing the matters contemplated in the 8 July 2021 letter agreement, BGL did not receive any comments from the Pandion defendants on the draft agreement for nearly four weeks. On 16 August 2021, Clyde Wesson emailed BGL what he represented were the Pandion defendants' comments to the draft. BGL promptly prepared further comments on the draft to provide to the Pandion defendants and repeatedly followed up with Clyde Wesson.
59. BGL did not receive any further comments from the Pandion defendants to the draft agreement.
60. In mid-September 2021, almost two months after BGL circulated the draft agreement formalizing amendments to the material agreements with the Pandion defendants, Clyde Wesson informed BGL that he had spoken to Mr. Archibald. According to Clyde Wesson, Mr. Archibald advised that the Pandion defendants would only sign an agreement to formalize the amendments contemplated under the 8 July 2021 letter agreement if the maturity date for convertible debentures that had been issued to the Pandion defendants in March 2020 were accelerated from 2023 to 7 December 2021, to align with the payout of the Pandion Loans.
61. This condition from the Pandion defendants had never previously been raised and made it clear that the Pandion defendants were unwilling to engage in good faith to formalize the amendments to the Pandion defendants' debt agreements provided in the 8 July 2021 letter agreement.

***The Pandion Defendants and the Wesson Defendants Extract an Additional \$5 Million Investment from BGL***

62. On or about 27 August 2021, Brian Wesson circulated a draft letter to Otso Gold board proposing amendments to the Services Agreement with Lionsbridge and Westech. The proposal included, among other things, a 24-month extension of the Services Agreement, an upward adjustment of the monthly management fee, and a full and general release by BGL of any current or future claims against Lionsbridge or Westech (BGL is not a party to the Services Agreement). This extension was demanded notwithstanding that:
  - (a) the existing Services Agreement was not set to expire until July 2022;
  - (b) Lionsbridge had not delivered on the feasibility study it had commissioned for the Otso Gold Mine; and
  - (c) Lionsbridge had not yet delivered on resuming commercial production at the Otso Gold Mine, a milestone that was essential to determining whether an extension would be appropriate.
63. The BGL director designees on the Otso Gold board informed the Wesson defendants that they would be prepared to discuss an extension in good faith after the restart of gold production at the Otso Gold Mine.

64. In response, Clyde Wesson sent an email on 6 September 2021 threatening to not extend the contracts of onsite staff until the Services Agreement was extended and BGL released the Wesson defendants from any and all claims BGL might have against them.
65. At a meeting of the Otso Gold board on 8 September 2021, the BGL director designees reiterated that they would be prepared to discuss an extension of the Services Agreement once the Otso Gold Mine was back in production. After Brian Wesson stated that Otso Gold was approximately \$5 million short of the \$22 million needed to restart production, BGL stated that it would provide \$5 million in unsecured working capital to bridge the gap if the Pandion defendants agreed to extend the maturity of the Pandion Loans from 7 December 2021 to 31 March 2022. The Wesson defendants subsequently informed BGL that the Pandion defendants did not approve of BGL providing \$5 million in unsecured working capital under the requested terms.
66. On or around 19 October 2021, BGL and Otso Gold entered into a subscription agreement (the “**2021 Subscription Agreement**”) in connection with a private placement of \$5 million in exchange for 105,650,000 units of Otso Gold at a purchase price of CAD \$0.06 per unit. Each unit consisted of one common share of Otso Gold and one warrant to purchase a common share at a price of CAD \$0.08 per share within five years. In connection with the 2021 Subscription Agreement, Clyde Wesson, purportedly acting on behalf of Otso Gold, sent a supplemental disclosure letter to BGL dated 19 October 2021 (the “**2021 Disclosure Letter**”), which again did not disclose: (i) the purported fact of the Reinstatement Obligation and the Reinstatement Debt; and (ii) the alleged Royalty Lien, which BGL relied on.
67. In continued reliance on the Representations, BGL proceeded to invest a further \$5 million in Otso Gold.

***The Wesson Defendants Subvert Otso Gold’s Efforts to Obtain Bank Financing to Settle the Pandion Debt by 7 December 2021***

68. As noted above, after BGL’s initial investment closed in February 2021, the Wesson defendants issued an Otso Gold press release on 17 May 2021 indicating that a completed feasibility study of the Otso Gold Mine was expected in June 2021.
69. On 28 September 2021, Boyd Company, the consultant hired to conduct the feasibility study, delivered to the Wesson defendants a draft of the feasibility report. The Wesson defendants initially refused to share this draft with the BGL director designees to the Otso Gold board, but ultimately provided a copy of the draft. The draft report contained several material errors, which the Wesson defendants did not have corrected in a timely fashion.
70. Because there was still no feasibility study completed by October 2021, Otso Gold had not been able to raise new debt financing from banks. Further, when the draft feasibility study received from Boyd Company on 4 November 2021 indicated proved and probable reserves of only 365,000 ounces. Based on the information the Wesson defendants had previously provided, this was significantly lower than what was expected and caused some banks with which Otso Gold had been dealing to withdraw from further discussions.





***Weeks Before the 7 December 2021 Due Date to Settle the Pandion Loans, the Pandion Defendants Reveal to BGL the \$25 Million Royalty Lien Against the Otso Gold Mine and Secretly Meet with the Wesson Defendants to Plot a Take Over of Otso Gold***

77. BGL's director designees on the Otso Gold board turned their attention to engaging the Pandion defendants in discussions to provide a bridge to bank loan from BGL and refinance the Pandion Loans. For months, BGL's director designees had tried to open a direct line of communication with the Pandion defendants. The Pandion defendants never responded to BGL's written correspondence; instead, the Wesson defendants purported to provide the Pandion defendants' position. Just weeks before the 7 December 2021 due date to settle the Pandion Loans, the Pandion defendants finally agreed to meet with BGL representatives.
78. On or about 9 November 2021, BGL representatives met Messrs. Archibald and Byrne at Pandion's offices in Greenwich, Connecticut, to discuss potential terms upon which the Pandion Loans could be paid out or re-financed. At the meeting, Mr. Archibald stated that the higher original amount of the Pandion debt amount (then represented to be USD\$55 million) would be reinstated if Otso Gold defaulted on the 7 December 2021 due date. Mr. Archibald also stated that, regardless of whether the Pandion Loans were paid out when due, the Royalty Lien would remain registered against the Otso Gold Mine in order to secure ongoing royalty payments, and that the Royalty Lien would have priority over all other debts in the event of bankruptcy.
79. As addressed above, the Royalty Lien was not disclosed in the 2020 Disclosure Letter, and no security documents regarding the Royalty Agreement were included in the virtual data rooms established for due diligence conducted by BGL's representatives in connection with BGL's investment under the 2020 Subscription Agreement.
80. With less than a month left before the 7 December 2021 due date for the Pandion Loans, the Pandion defendants' disclosure of the Royalty Lien was intended to shut down any thought of raising additional debt finance for Otso Gold and put BGL in an impossible situation: either continue equity funding to service Otso Gold's debt to the Pandion defendants and keep Otso Gold afloat or default on the Pandion Loans and risk losing most or all of its investment in Otso Gold as a result of the purported Reinstatement Obligation. To make matters worse, BGL could not properly evaluate and assess Otso Gold's business and capital requirements because the Wesson defendants repeatedly failed or refused to provide Otso Gold's board and BGL with requested financial and operational information, budgets, and forecasts.
81. In light of the above, on 11 November 2021, BGL sent the Pandion defendants a letter regarding the withdrawal of its proposal to provide Otso Gold bridge financing and proposed an alternative resolution to attempt to address Otso Gold's financing issues.
82. The Pandion defendants expressed no interest in negotiating a resolution along the lines proposed in BGL's 11 November 2021 letter. Instead, the Pandion defendants and the Wesson defendants engaged in a series of meetings to set their next moves. During the week of 8 November 2021, Brian Wesson traveled to the U.S. to meet with the Pandion

defendants, and, upon his return to Finland, told staff at the Otso Gold Mine that the Pandion defendants would be visiting. During the week of 15 November 2021, representatives of the Pandion defendants, including Mr. Byrne, David Young, and Julien Bosche of Trident Royalties plc, traveled to Finland to survey the Otso Gold Mine with the Pandion defendants' mining consultants from SRK Consulting. Before the visit, Brian Wesson asked that hotel arrangements for the Pandion defendants and SRK Consulting representatives be made on a no-names basis, to hide such actions from the Otso Gold board and counter to both the negotiations that were then-ongoing between the Chairman of Otso Gold and Mr. Archibald regarding the Pandion defendants' debt and the express instructions of Otso Gold's board for the Wesson defendants to not have discussions with the Pandion defendants without approval.

83. The Pandion defendants knew that Brian Wesson and his management team members were breaching their fiduciary duties to Otso Gold by actively working to undermine Otso Gold's negotiations on the Pandion Loans by holding their own side meetings with the Pandion defendants. The Wesson defendants further used Otso Gold funds to cover the hotel expenses of the Pandion defendants and SRK Consulting representatives in Finland but failed to disclose to the Otso Gold board of directors that the Pandion defendants and SRK Consulting would be visiting the Otso Gold Mine, much less seek the board's approval.

***The Pandion Defendants and Wesson Defendants Unveil a Coordinated Bid to Buy Out BGL at an Amount Less than BGL's Total Investments and Take Over Otso Gold***

84. On 23 November 2021, pursuant to a request from BGL on 22 November 2021 and with the 7 December 2021 due date for the Pandion Loans just two weeks away, the Pandion defendants provided BGL with copies of security documents relating to the Royalty Agreement. This was the first time that BGL had ever been provided these documents for the Pandion defendants' asserted Royalty Lien.
85. That same day, Brian Wesson emailed the Otso Gold board of directors a high-level proposal for the Wesson defendants to buy out BGL's equity interests in Otso Gold (for less than BGL's total investments) and take over Otso Gold.
86. On 24 November 2021, an Otso Gold board of directors meeting was held to consider, among other things, the appointment of A&M to provide restructuring services to Otso Gold. At the meeting, the Wessons stated that, in coordination with the Pandion defendants, they had been working on a bid for the Wesson defendants to buy out BGL and take over Otso Gold. When BGL director designees asked what information the Wesson defendants had been providing to the Pandion defendants, Brian Wesson indicated that the Wesson defendants had "technical" calls with the Pandion defendants every four weeks or so and provided the Pandion defendants with monthly financial statements. (By contrast, the Wesson defendants had failed to provide BGL with financial information on a regular basis, despite a contractual obligation that BGL be provided financial information within 10 business days of the end of each calendar month). Brian Wesson failed to disclose the Pandion defendants' unsanctioned and secret visit to the Otso Gold Mine with their mining







Further, in breach of their obligations under the Service Agreement to deliver to Otso Gold all of Otso Gold's property in its possession and control, no steps were taken by the Wesson defendants to relinquish or transfer control or access to Otso Gold's bank accounts, email accounts, or website account.

92. An Otso Gold representative in Finland promptly contacted Finnish law enforcement authorities to report these activities by the Wesson defendants. Shortly thereafter, Finnish border control authorities apprehended Brian Wesson at the Helsinki-Vantaa International Airport and placed him in custody. Brian Wesson was apparently attempting to leave the country while in possession of Otso Gold's confidential information and property, including the signing keys for Otso Gold's bank accounts. Finnish law enforcement authorities are now investigating Mr. Wesson for possible crimes, including aggravated embezzlement from Otso Gold.

### ***Otso Gold Files for Restructuring***

93. Because Otso Gold lacked the funds to pay out the Pandion Loans by the 7 December 2021 deadline, and because the Pandion defendants were unwilling to restructure the Pandion Loans and any claimed Reinstatement Debt, Otso Gold and its subsidiaries commenced restructuring proceedings in Canada, Finland, and Sweden on 3 December 2021.
94. Courts in all three of these countries have since issued a stay of creditor claims.
95. On 8 December 2021, the Pandion defendants' counsel claimed that, in light of Otso Gold's failure to pay the Pandion defendants \$25.9 million on 7 December 2021, Otso Gold now owed the Reinstatement Debt, the amount of which the Pandion defendants' counsel asserted to be \$95,350,406.

## **PART 2: RELIEF SOUGHT**

96. The Plaintiff claims against the Defendants:
  - (a) general damages;
  - (b) special damages
  - (c) punitive damages;
  - (d) interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
  - (e) costs; and
  - (f) such further and other relief as to this Honourable Court may seem just.

## **PART 3: LEGAL BASIS**

### ***Fraudulent Misrepresentation***

97. The Wesson defendants committed the tort of fraudulent misrepresentation.

98. The Wesson defendants made and/or procured Otso Gold to make the Reinstatement Representation and the Royalty Representation. In particular:
- (a) as to the Reinstatement Representation, the 2020 Subscription Agreement contained warranties with respect to the extent of Otso Gold's liabilities. If the Reinstatement Obligation and Reinstatement Debt are valid and binding on Otso Gold, those warranties were inaccurate because the Reinstatement Obligation and the Reinstatement Debt were not fully, fairly, and specifically disclosed in the 2020 Disclosure Letter or the 2020 FS or 2020 MD&A. At all material times, none of the Wesson defendants (who were negotiating the 2020 Subscription Agreement on behalf of Otso Gold) drew BGL's attention to the fact that such a provision for reinstatement existed nor the size of such potential liability. Given the materiality of such a provision and the likelihood of the contingency of the liability arising, the failure to do so was misleading and impliedly suggested that such a provision and such a liability did not exist. By this conduct, the Wesson defendants made the Reinstatement Representation; and
  - (b) as to the Royalty Representation, the 2020 Subscription Agreement contained the warranties identified above. If the Royalty Lien is valid and binding on Otso Gold and the Otso Gold Mine, those warranties were inaccurate because the existence of the Royalty Lien was not fully, fairly, and specifically disclosed in the 2020 Disclosure Letter or at all or disclosed in the 2020 FS or 2020 MD&A. At all material times, none of the Wesson defendants (who were negotiating the 2020 Subscription Agreement on behalf of Otso Gold) drew BGL's attention to the fact that such security existed. Again, given the materiality of such a security arrangement in the context of the overall size of the business, the failure to do so was misleading and impliedly suggested that such security did not exist. By this conduct, through Otso Gold, the Wesson defendants made the Royalty Representation.
99. The Representations were false. In particular:
- (a) as to the Reinstatement Representation, it was the Pandion defendants' and the Wesson defendants' position that Otso Gold's liability to the Pandion defendants was not limited to the \$23M Liability, but that Otso Gold's liability would be many multiples of that amount if such liability is not discharged on 7 December 2021; and
  - (b) as to the Royalty Representation, it was the Pandion defendants' and the Wesson defendants' position that the royalties under the Royalty Agreement were secured by the Royalty Lien.
100. The Wesson defendants knew that the Representations were false or were reckless as to whether they were true or false. In particular:
- (a) as the executive managers of Otso Gold, the Wesson defendants must have been aware of all material financing arrangements affecting the company. This includes:

- (i) the Pandion defendants' position with respect to the Reinstatement Obligation and the Reinstatement Debt; and
    - (ii) the existence of the Royalty Lien;
  - (b) the Wesson defendants took steps to conceal the existence of the Royalty Lien and, until June 2021, the Reinstatement Obligation and the Reinstatement Debt; and
  - (c) on 27 August 2021, months after the Wesson defendants disclosed the existence of the Reinstatement Obligation (without disclosing the amount of the Reinstatement Debt), the Wesson defendants wrote to Otso Gold requesting to renew the Services Agreement. In doing so, they proposed that the agreement be amended to refer to BGL agreeing to remise, release and forever discharge any and all Claims BGL may now have or may have in the future against the Wesson defendants. There was no good faith basis for the Wesson defendants to seek such a release but for their knowledge of the falsity of the Representations.
101. BGL relied on the Representations in making its investments and has suffered a loss as a result. In particular, it would not have entered the 2020 Subscription Agreement (at the amount set or at all), exercised its warrants under the 2020 Subscription Agreement, or entered the 2021 Subscription Agreement (at the amount set or at all) but for the Representations.

### *Conspiracy*

102. The Pandion defendants and Wesson defendants conspired and agreed, or acted in combination and in concert and with a common design, to carry out the unlawful acts referred to in this claim, which unlawful acts were directed towards BGL for the purpose of both inducing BGL to invest in Otso Gold while concealing the nature and extent of Otso Gold's alleged liabilities to the Pandion defendants, to induce further investment by way of economic duress, and to deprive BGL of the value of its investment, which unlawful acts the defendants knew or ought to have known would result in injury to the BGL.
103. In particular, the Pandion defendants and the Wesson defendants conspired to induce BGL's investment and thereafter place Otso Gold in a position whereby it was unable to pay the \$23M Liability owed to the Pandion defendants by 7 December 2021 and/or force BGL to provide such funding to Otso Gold to discharge those liabilities, in that:
- (a) the Wesson defendants, with the knowledge and participation of the Pandion defendants, made the Representations to induce BGL to enter the 2020 Subscription Agreement and later place BGL in a position where it was faced with a choice to either fund Otso Gold itself or risk losing the entirety of or a significant proportion of its investments by right of Otso Gold's default on the Pandion Loans and the Reinstatement Obligation;
  - (b) the Pandion defendants and the Wesson defendants breached or induced the breach of the 8 July 2021 agreement to discharge the \$23M Liability would be discharged



by the Company in full and final settlement of all debts owed to the Pandion defendants consequent upon BGL agreeing to inject further funds into Otso Gold;

- (c) the Pandion defendants and the Wesson defendants refused to consider and subverted efforts to discharge the \$23M Liability prior to 7 December 2021;
  - (d) after refusing to consider or subverting efforts to repay the Pandion Loans prior to their alleged default, the Pandion defendants and Wesson defendants colluded to improperly take over Otso Gold by way of the Wesson defendants' purchase of BGL's shares at a discount, in breach of, *inter alia*, the Wesson defendants' fiduciary duties to Otso Gold; and
  - (e) since the \$23M Liability was not discharged on 7 December 2021, the Pandion defendants have claimed their entitlement to enforce both the Reinstatement Obligation for the full amount of the Reinstatement Debt and its security, to the particular prejudice of BGL.
104. As a result of the Pandion defendants and the Wesson defendants plan, scheme, and conspiracy, BGL invested in Otso Gold and was damaged thereby.

***Punitive and Aggravated Damages***

105. The Pandion defendants' and the Wesson defendants' conduct, as set out above, is high-handed, unwarranted, improper, in bad faith, malicious, wrongful, and calculated to harm BGL and warrants an award of punitive damages.

***Jurisdiction***

106. BGL claims the right to serve this Notice of Civil Claim outside of British Columbia on the Pandion defendants and the Wesson defendants pursuant to s. 10 of the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28, on the grounds that the action has a real and substantial connection to British Columbia; concerns contractual obligations under the Service Agreement that, to a substantial extent, were to be performed in British Columbia and, by its express terms, the contract is governed by the law of British Columbia; concerns a business carried on in British Columbia; and concerns torts committed in British Columbia.

Plaintiff's address for service:

McEwan Cooper Dennis LLP  
900-980 Howe Street  
Vancouver BC V6Z 0C8

Attention: J. Kenneth McEwan and William  
Stransky

E-mail address for service (if any):

[jmcewan@mcewanpartners.com](mailto:jmcewan@mcewanpartners.com)



wstransky@mcewanpartners.com

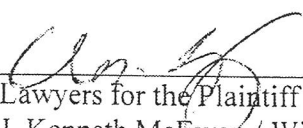
Place of trial:

Vancouver, BC

The address of the registry is:

800 Smithe Street  
Vancouver, BC V6Z 2E1

Date: January 5, 2021

  
Lawyers for the Plaintiff  
J. Kenneth McEwan / William Stransky  
McEwan Cooper Dennis LLP

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the Court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a List of Documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

## APPENDIX

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

The plaintiff brings a claim for fraudulent misrepresentation and conspiracy against the defendants.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### **Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws

☐ none of the above

☐ do not know

**Part 4: ENACTMENTS:**

*Court Order Interest Act*, R.S.B.C. 1996, c. 79

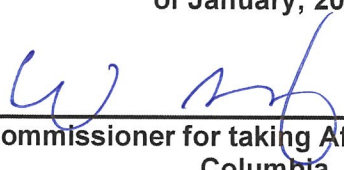
*Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION  
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

Brunswick Gold Ltd. claims the right to serve this Notice of Civil Claim outside of British Columbia on Pandion Mine Finance LP, PFL Raahe Holdings LP, RiverMet Resource Capital LP, Joseph Archibald, Ryan Byrne, Lionsbridge Pty Ltd., Westech International Pty Ltd., Brian Wesson, and Clyde Wesson pursuant to s. 10 of the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28, on the grounds that the action has a real and substantial connection to British Columbia; concerns contractual obligations that, to a substantial extent, were to be performed in British Columbia and a contract that, by its express terms, is governed by the law of British Columbia; concerns a business carried on in British Columbia; and concerns torts committed in British Columbia.



This is Exhibit "C" referred to in the  
affidavit of Calli Ron made before me on this 13th day  
of January, 2022



---

A Commissioner for taking Affidavits in British  
Columbia

NOTICE OF APPLICATION FOR  
PREJUDGMENT REMEDY/CLAIM FOR  
HEARING TO CONTEST APPLICATION  
OR CLAIM EXEMPTION

JD-CV-53 Rev. 7-01  
C.G.S. §§ 52-278c et seq.

STATE OF CONNECTICUT  
SUPERIOR COURT  
www.jud.ct.gov

INSTRUCTIONS TO PLAINTIFF/APPLICANT

1. Complete section I in connection with all prejudgment remedies EXCEPT a party prejudgment remedies and submit to the Clerk along with your application and other required documents.
2. Upon receipt of signed order for hearing from clerk, serve this form on defendant(s) with other required documents.

State of Connecticut

Date: 01/10/2022 COURT USE ONLY

Payfile: 2201017-1  
CLPJRA  
Application  
For PJR

CLPJRHG  
Contest PJR  
Application  
(If Section III  
Completed)

SECTION I - CASE INFORMATION (To be completed by Plaintiff/Applicant)

☒ Judicial District ☐ Housing Session ☐ G.A. No. \_\_\_\_\_

COURT ADDRESS

123 Hoyt Street, Stamford, Connecticut 06905

List Total: 001 \$180.00

Has a temporary restraining order been requested? ☐ YES ☒ NO

NAME OF CASE (First-named plaintiff vs. First-named defendant)

Brunswick Gold Limited v. Pandion Mine Finance LP, et al.

☐ SEE ATTACHED FORM JD-CV-67 FOR CONTINUATION OF PARTIES

CASE TYPE (From Judicial Branch code list)

MAJOR: T

MINOR: 90

NO. COUNTS

3

AMOUNT, LEGAL INTEREST, OR PROPERTY IN DEMAND, EXCLUSIVE OF  
INTEREST AND COSTS IS ("X" one of the following)

☐ LESS THAN \$2500

☐ \$2500 THROUGH \$14,999.99

☒ \$15,000 OR MORE

("X" if applicable)

☐ CLAIMING OTHER RELIEF IN ADDITION  
TO OR IN LIEU OF MONEY DAMAGES



C L P J R A

NAME AND ADDRESS OF PLAINTIFF/APPLICANT (Person making application for Prejudgment Remedy) (No., street, town and zip code)

Brunswick Gold Limited, 2-4 Arch. Makarios III Avenue, Capial Center, 9th Floor, Nicosia 1065, Cyprus

NAME(S), ADDRESS(ES) AND TELEPHONE NO(S). OF DEFENDANT(S) AGAINST WHOM PREJUDGMENT REMEDY IS SOUGHT (No., street, town and zip code) (Attach additional sheet if necessary)

See attached

NAME AND ADDRESS OF ANY THIRD PERSON HOLDING PROPERTY OF DEFENDANT WHO IS TO BE MADE A GARNISHEE BY PROCESS PREVENTING DISSIPATION

FOR THE PLAINTIFF(S)  
ENTER THE  
APPEARANCE OF:

NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code)

Finn Dixon & Herling LLP, Six Landmark Square, Suite 600, Stamford, Connecticut 06901

TELEPHONE NO.

203-325-5000

JURIS NO. (If atty. or law firm)

106177

SIGNED

Jony Moudonhalor

DATE SIGNED

1-10-2022

SECTION II - NOTICE TO DEFENDANT

You have rights specified in the Connecticut General Statutes, including Chapter 903a, that you may wish to exercise concerning this application for a prejudgment remedy. These rights include the right to a hearing:

- (1) to object to the proposed prejudgment remedy because you have a defense to or set-off against the action or a counterclaim against the plaintiff or because the amount sought in the application for the prejudgment remedy is unreasonably high or because payment of any judgment that may be rendered against you is covered by any insurance that may be available to you;
- (2) to request that the plaintiff post a bond in accordance with section 52-278d of the General Statutes to secure you against any damages that may result from the prejudgment remedy;
- (3) to request that you be allowed to substitute a bond for the prejudgment remedy sought; and
- (4) to show that the property sought to be subjected to the prejudgment remedy is exempt from such a prejudgment remedy.

You may request a hearing to contest the application for a prejudgment remedy, assert any exemption or make a request concerning the posting or substitution of a bond in connection with the prejudgment remedy. The hearing may be requested by any proper motion or by completing section III below and returning this form to the superior court at the Court Address listed above.

You have a right to appear and be heard at the hearing on the application to be held at the above court location on:

DATE TIME COURTROOM  
M.

SECTION III - DEFENDANT'S CLAIM AND REQUEST FOR HEARING (To be completed by Defendant)

I, the defendant named below, request a hearing to contest the application for prejudgment remedy, claim an exemption or request the posting or substitution of a bond. I claim: ("X" the appropriate boxes)

☐ that the amount sought in the application for prejudgment remedy is unreasonably high.

☐ a defense, counterclaim, set-off, or exemption.

☐ that any judgment that may be rendered is adequately secured by insurance.

☐ that I be allowed to substitute a bond for the prejudgment remedy.

☐ that the plaintiff be required to post a bond to secure me against any damages that may result from the prejudgment remedy.

I certify that a copy of the above claim was mailed/delivered to the Plaintiff or the Plaintiff's attorney on the Date Mailed/Delivered shown below.

DATE COPY(IES) MAILED/DELIVERED

SIGNED (Defendant)

DATE SIGNED

TYPE OR PRINT NAME AND ADDRESS OF DEFENDANT

DOCKET NO.  
PJR CV.

NAME OF EACH PARTY SERVED\*

ADDRESS AT WHICH SERVICE WAS MADE\*

\*If necessary, attach additional sheet with names of each party served and the address at which service was made.

105.00

**Continuation of Notice of Application for Prejudgment Remedy/Claim**

**Names and Addresses of Defendants against whom Prejudgment Remedy is Sought:**

Pandion Mine Finance LP, 411 West Putnam Avenue, Suite 320, Greenwich, Connecticut 06830;

PFL Raahe Holdings LP, 411 West Putnam Avenue, Suite 320, Greenwich, Connecticut 06830;

RiverMet Resource Capital LP, 411 West Putnam Avenue, Suite 320, Greenwich, Connecticut 06830;

Joseph Archibald, 115 Sleepy Hollow Road, Ridgefield, Connecticut 06877-2326; and

Ryan Byrne, 6 Hook Road, Rye, New York 10580-3716.

DOCKET NO.: FST-CV-22-6054825-S

SUPERIOR COURT

BRUNSWICK GOLD LIMITED,

JUDICIAL DISTRICT OF  
STAMFORD/NORWALK

Plaintiff,

v.

AT STAMFORD,

PANDION MINE FINANCE LP, PFL RAAHE  
HOLDINGS LP, RIVERMET RESOURCE  
CAPITAL LP, JOSEPH ARCHIBALD, AND  
RYAN BYRNE,

January 10, 2022

Defendants.

**APPLICATION FOR PREJUDGMENT REMEDY**

Pursuant to Connecticut General Statute Section 52-278a, *et seq.*, Plaintiff, Brunswick Gold Limited ("BGL"), respectfully submits this application for a prejudgment remedy of attachment in an amount to be determined at a hearing but equal to or more than \$27,000,000 against the assets of defendants. As set forth in the accompanying Declaration of Victor Koshkin, dated January 7, 2022, the Court should grant this prejudgment remedy because there is probable cause that a judgment will be rendered in this matter in BGL's favor in an amount equal to or greater than the prejudgment remedy sought. In support of its application for a prejudgment remedy, BGL briefly states as follows:

1. Pursuant to the Summons and Complaint, each dated December 17, 2021, served on the Pandion Defendants on December 17 and 22, 2021 and filed on December 23, 2021, BGL has commenced this action against Defendants Pandion Mine Finance LP, PFL Raahe Holdings LP ("PFL"), RiverMet Resource Capital LP, Joseph Archibald and Ryan Byrne (collectively, the "Pandion Defendants").



2. As set forth in the accompanying Complaint and the Declaration of Victor Koshkin, this action concerns a brazen scheme in which Defendant PFL, the largest creditor and major shareholder of a struggling mining company, together with the other Pandion Defendants, sought to secure a favorable return, and potential exit, on their investment by hand-picking new management for the company that would be beholden to them and then colluding with management to fraudulently lure and exploit a new investor, Plaintiff BGL. To induce BGL to invest in Otso Gold Corp. (the "Company"), the Pandion Defendants and Lionsbridge Capital Pty Ltd., the management services company selected and appointed by the Pandion Defendants, concealed both PFL's security interest in the Company's primary asset, a gold mine in Finland, and the extent of the Company's potential indebtedness to PFL. The Pandion Defendants' goal was to extract tens of millions of dollars in investments from BGL, and through the undisclosed security instrument later retake control of the Company from BGL after the Company (being run by their hand-picked management) defaulted on the security instrument's onerous obligations that the Pandion Defendants knew could not and would not be met. After successfully luring BGL to invest, the Pandion Defendants and management then used the threat of massive escalating debt to PFL to extract additional investments from BGL. In less than one year, the Pandion Defendants and their management improperly extracted \$27,000,000 in investments from BGL, without disclosing to BGL that the Company's contingent liabilities to the Pandion Defendants were more than three times that amount.

3. There is probable cause that a judgment in the amount of the prejudgment remedy sought, or in an amount greater than the amount of the prejudgment remedy sought, taking into

account any known defenses, counterclaims or set-offs, will be rendered in this matter in favor of BGL and against the Pandion Defendants. BGL seeks an order from this Court directing that the following prejudgment remedy be granted to secure an amount not less than \$27,000,000:

- a. attachment of sufficient property of the Pandion Defendants to secure such sum;
- b. attachment of any and all dividends and/or corporate distribution accounts receivable, cash, cash equivalents, monies, credits, income, revenue, contract payments, payments, and/or all other rights or interests transferred or distributed to or by the Pandion Defendants and their agents, members, or debtors;
- c. attachment of all other assets of the Pandion Defendants, including, without limitation, all tangible and intangible real and personal property, accounts and other receivables, securities, chattel paper, equipment, furniture, fixtures, general intangibles, instruments and inventory, together with the proceeds thereof; and
- d. an order barring the Pandion Defendants from assigning, disposing of, encumbering, secreting or removing assets from the State of Connecticut to avoid the satisfaction of judgment in favor of BGL.

**WHEREFORE**, for the reasons set forth above, BGL respectfully requests that this Court enter a prejudgment order of attachment against the assets of the Pandion Defendants in an amount equal to or more than \$27,000,000, and grant such other and further relief as the Court deems just and proper.

PLAINTIFF,  
BRUNSWICK GOLD LIMITED,

By: /s/ Tony Miodonka  
Tony Miodonka  
FINN DIXON & HERLING LLP  
Six Landmark Square  
Stamford, CT 06901-2704  
Tel: (203) 325-5000  
Fax: (203) 325-5001  
Juris No. 106177  
Email: tmiodonka@fdh.com

OF COUNSEL:

Michael C. Tu (*pro hac vice forthcoming*)  
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1333 2nd Street Suite 400  
Santa Monica, CA 90401  
Telephone: (310) 883-6400  
Email: mctu@cooley.com

Aric H. Wu (*pro hac vice forthcoming*)  
COOLEY LLP  
55 Hudson Yards  
New York, New York 10001  
Telephone: (212) 479-6000  
ahwu@cooley.com

DOCKET NO.: FST-CV-22-6054825-S	:	SUPERIOR COURT
	:	
BRUNSWICK GOLD LIMITED,	:	JUDICIAL DISTRICT OF
	:	STAMFORD/NORWALK
Plaintiff,	:	
v.	:	
	:	AT STAMFORD
PANDION MINE FINANCE LP, PFL RAAHE	:	
HOLDINGS LP, RIVERMET RESOURCE	:	
CAPITAL LP, JOSEPH ARCHIBALD, AND	:	
RYAN BYRNE,	:	
	:	January 10, 2022
Defendants.	:	

**DECLARATION OF VICTOR KOSHKIN IN SUPPORT OF PLAINTIFF'S  
APPLICATION FOR A PREJUDGMENT REMEDY**

I, VICTOR KOSHKIN, say as follows:

1. I submit this declaration in support of the application of Plaintiff Brunswick Gold Limited ("BGL") for a prejudgment remedy of attachment, in an amount to be determined at a hearing but not less than \$27,000,000, against the assets of Defendants Pandion Mine Finance LP ("PMF"), PFL Raahe Holdings LP ("PFL"), RiverMet Resource Capital LP ("RiverMet"), Joseph Archibald and Ryan Byrne (collectively, "Pandion" or the "Pandion Defendants").

2. I am a non-executive director of BGL. I am also a director of Otso Gold Corp. ("Otso Gold" or the "Company").

3. The facts set forth in this declaration are true to the best of my knowledge, information and belief.

**I. Otso Gold**

4. Otso Gold is a publicly traded corporation. Its common shares trade on the TSX Venture Exchange in Canada under the symbol "OTSO," on the OTCQX in the United States under the symbol "FIEIF," and on the Frankfurt Stock Exchange under the symbol "FRA: 2FN."



In the wake of events described below, trading of Otso Gold's common shares has been suspended since December 3, 2021.

5. Otso Gold's primary business pertains to the development of the Laiva gold mine project in Northern Ostrobothnia, Finland (the "Laiva Gold Mine" or "Otso Gold Mine"). Otso Gold also owns an interest in a Copper Creek porphyry copper gold exploration project situated in the golden triangle in British Columbia.

## **II. The Pandion Defendants Finance Firesteel's Acquisition of the Laiva Gold Mine**

6. The Laiva Gold Mine is comprised of two mining license areas: Laiva and Oltava.

7. The Laiva mining license area is an approximately 20-minute drive from the port town of Raahe in central west Finland and one-hour south of Oulu, Finland's third-largest city. It includes the advanced stage Laiva Gold Mine and satellite exploration projects at Mussuneva and Kaukainen. The Oltava mining license area is located 12 kilometers south of Laiva and is an early-stage exploration property.

8. The Laiva mining license area was discovered through boulder sampling by an amateur prospector in 1980, and the Oltava area was first recognized in the 1950s through regional exploration and drilling conducted by the Geological Survey of Finland.

9. The Laiva Gold Mine was first developed in 2009. Production from the Laiva Gold Mine began in 2011, but was suspended within 23 months for a variety of reasons, including poor geological information and substantial debt.

10. In 2017 and 2018, Firesteel Resources Inc. ("Firesteel") acquired rights to the Laiva Gold Mine by purchasing all the shares of Nordic Mines Marknad AB, then the ultimate parent company of the Laiva Gold Mine. Firesteel's purchase of Nordic Mines Marknad AB was financed

by PMF, through its subsidiary PFL, in a Pre-Paid Forward Gold Purchase Agreement, dated November 10, 2017 (the “PPF Agreement”).

**III. Firesteel Changes its Name to Nordic Gold And Fails in its Efforts to Restart Production at the Laiva Gold Mine**

11. In August 2018, Firesteel changed its name to Nordic Gold.

12. In or about November 2018, Nordic Gold attempted to restart production at the Laiva Gold Mine, but encountered difficulties due to debt and the severity of the Finnish winter.

13. In early March 2019, Nordic Gold announced that, effective April 1, 2019, the Laiva Gold Mine would be placed in “care and maintenance,” a term of art describing a mine for which production has been halted, but which may later recommence operations, due to operational issues and a lack of sufficient funds to continue production. At the time, the Pandion Defendants had provided Nordic Gold and its predecessor various secured loans with a total principal amount of \$32,600,000. PFL was also a major shareholder of Nordic Gold.

**IV. The Pandion Defendants Handpick Lionsbridge to Take Over Management and Restructure Nordic Gold’s Debt, And the Company is Renamed Otso Gold**

14. Based on a December 12, 2021 affidavit from Clyde Wesson submitted in a Canadian court proceeding (the “Canada Affidavit”), I understand that, in early 2019, the Pandion Defendants asked Brian Wesson, one of the principals of Lionsbridge Capital Pty Ltd. (“Lionsbridge”), to “take a look” at the Company in early 2019, and then “invited” Lionsbridge to help “work out” the Company’s problems. The principals of Lionsbridge and Westech are Brian Wesson and his son, Clyde Wesson.

15. In July 2019, Lionsbridge and its subsidiary, Westech International Pty Ltd (“Westech”) obtained an agreement (the “Services Agreement”), under which Lionsbridge would provide management services to the Company and Westech would provide expat contractors in

Finland to lead operations at the Laiva Gold Mine. In September 2019, the Services Agreement was amended to increase the monthly fees paid to Lionsbridge.

16. After execution of the Services Agreement, Brian Wesson became Nordic Gold's CEO and Chairman of its Board of Directors, Clyde Wesson became Nordic Gold's Vice President and a director, and Amelia Wesson, the wife of Brian Wesson, became Nordic Gold's head of human resources.

17. Based on my review, the Services Agreement incentivized Lionsbridge to (a) restructure the Pandion Defendants' debt with an arrangement fee; and (b) lure new investors with a finder's fee of 12.5% for any equity or debt brought into the Company.

18. In October 2019, the Pandion Defendants and Lionsbridge restructured Nordic Gold's debt to PFL (the "Pandion Loans"). As reflected in a Consent and Agreement to Pre-Paid Forward Gold Purchase Agreement and Maintenance Loan Agreement, dated October 7, 2019 (the "Restructuring Agreement"), the key commercial terms of the restructured debt included: (a) payments to PFL of (i) \$1.56 million in common shares of Nordic Gold upon the completion of an up to \$7 million equity raise; (ii) \$11.5 million due in March 2021; and (iii) \$11.5 million due in September 2021; (b) cancellation of gold deliveries to the Pandion Defendants, their upside participation, and free carry right; and (c) after the payments outlined in (a) above, PFL's release of its security package.

19. As an arrangement fee for the restructuring of Nordic Gold's debt to the Pandion Defendants, 26,612,000 common shares of Nordic Gold, valued at \$1,330,600, were issued to entities controlled by Brian Wesson and Clyde Wesson.

20. In December 2019, Nordic Gold changed its name to Otso Gold.

**V. Working With the Pandion Defendants, The Wessons  
Solicit A New Investor in Otso Gold**

21. Because one of the contemplated payments to the Pandion Defendants under the restructuring negotiated by Lionsbridge was contingent upon the completion of an equity raise, I believe that the restructured debt created an incentive for both Pandion and Lionsbridge to find a new investor in Otso Gold.

22. In the fall of 2020, Lionsbridge began soliciting the principals of Brunswick Rail Management (“BRM”), a railcar operating leasing company, to invest in Otso Gold.

23. At the time, the Pandion Defendants and Lionsbridge were the Company’s two largest shareholders and had effective control of the Company, and the Otso Gold Mine was still in “care and maintenance.” On October 20, 2020, following a request by Lionsbridge for urgent working capital, the principals of BRM provided Otso Gold with an unsecured loan of \$1,000,000 via a BRM affiliate.

24. Negotiations culminated in a subscription agreement between BGL and Otso Gold entered on December 13, 2020 (the “2020 Subscription Agreement”), and a suite of related documents, including a disclosure letter dated December 13, 2020 that Clyde Wesson sent on behalf of Otso Gold (the “2020 Disclosure Letter”).

25. Under the 2020 Subscription Agreement, which Clyde Wesson signed on behalf of Otso Gold, BGL invested \$11 million in exchange for 284,944,440 units of Otso Gold at a purchase price of CAD \$0.05 per unit. Each unit consisted of one common share of Otso Gold and one warrant to purchase a common share at a price of CAD \$0.05 per share within five years. Because the exercise price of the warrants is fixed at CAD \$0.05 per share, the value of the warrants is greater when the price of Otso Gold’s common shares is greater. BGL obtained a five-year



exercise period so that it could maximize its investment, if and when production at the Otso Gold Mine resumed and flourished and the price of Otso Gold's common shares strengthened as well.

26. In the 2020 Disclosure Letter, Clyde Wesson represented that Otso Gold "has provided real property security to Pandion under the PPF Agreement." The Restructuring Agreement with the Pandion Defendants provided that, at Otso Gold's request, the Pandion Defendants must relinquish all existing security interests relating to a 2.5% net smelter return royalty on gold production from the Laiva Gold Mine, except for a "real estate mortgage." Other than the "real property security to Pandion under the PPF Agreement," the 2020 Disclosure Letter did not disclose the existence of any security interest or encumbrance relating to the royalty.

27. Contemporaneous with the execution of the 2020 Subscription Agreement and 2020 Disclosure Letter, the Pandion Defendants and each of the entities through which Brian Wesson and Clyde Wesson own Otso Gold's common shares executed voting support agreements in favor of BGL's investment that specifically "acknowledge and agree" to the form of the 2020 Subscription Agreement. Based on terms of the voting support agreement executed by the Pandion Defendants, the subsequent events described below, the recent Canada Affidavit describing the relationship between the Pandion Defendants and Lionsbridge, and a currently ongoing investigation of Company-related matters, I believe that, prior to BGL's execution of the 2020 Subscription Agreement and receipt of the 2020 Disclosure Letter, the Pandion Defendants were aware of, and collaborated with Lionsbridge on, the negotiations with, and disclosures made to, BGL, and was provided with drafts of the suite of documents related to BGL's investment.

**VI. In Connection With the Closing of BGL's \$11 Million Investment, The Pandion Defendants and The Wessons Are Awarded Nearly 65 Million Common Shares of Otso Gold**

28. When BGL's investment closed on February 8, 2021, the Pandion Defendants were issued 31,909,280 common shares of Otso Gold, pursuant to "top up rights" that Lionsbridge had

granted to the Pandion Defendants with the 2019 restructuring of Nordic Gold's debt to the Pandion Defendants, and various entities controlled by Brian Wesson and Clyde Wesson were issued 32,380,050 "top up" common shares as a finders' fee.

29. Following these transactions, on an undiluted basis, BGL owned 46.03% of the common shares, the Pandion Defendants owned 12.79% of the common shares, and entities controlled by Brian Wesson and Clyde Wesson collectively owned 13.38% of the common shares.

30. Otso Gold's Board was reconstituted with four BGL designees (including myself) and three Lionsbridge designees, two of whom were Brian Wesson and Clyde Wesson.

**VII. The Pandion Defendants and Lionsbridge Extract  
An Additional \$11 Million from BGL**

31. The initial purpose of BGL's \$11 million investment was to provide Otso Gold with funding to organize drilling at the Otso Gold Mine and to commission a feasibility study at the mine that would be used to attract bank financing needed to fund commercial production.

32. On May 17, 2021, Lionsbridge issued a Otso Gold press release indicating that a feasibility study was expected in June 2021, and that restart of production at the Otso Gold Mine was expected to take place in the third quarter of 2021.

33. On June 14, 2021, however, Brian Wesson revealed to Otso Gold's board that the feasibility study and restart of production would not occur on the timetable indicated in the press release, and could not be completed at all without an immediate further investment from BGL of \$11 million, on top of the \$11 million that BGL had already invested. Brian Wesson also indicated that "Pandion will be difficult" if additional funds for Otso Gold were not obtained through BGL's exercise of its warrants.

34. On June 22, 2021, BGL sent the Pandion Defendants a letter setting out alternative proposals that would address Otso Gold's alleged financing needs. The first option was for Otso

Gold to issue unsecured convertible notes (with warrants) with a coupon interest rate of 15% up to \$13 million to be utilized only if Otso Gold required additional funding. BGL, the Pandion Defendants, and Lionsbridge would have the right to subscribe for the convertible notes *pro rata* to their equity holdings in Otso Gold. The second option was for Otso Gold to launch a rights issue (with warrants) at a 25% discount to the market price to all existing shareholders for up to \$13 million in new equity.

35. BGL requested a call with Pandion to discuss these proposals further, but Pandion never responded directly. Instead, Brian Wesson and Clyde Wesson informed BGL that the Pandion Defendants were opposed to such financing and that the Pandion Defendants wanted BGL to immediately convert the warrants it had just acquired as part of its \$11 million investment under the 2020 Subscription Agreement, even though each warrant entitles BGL to purchase a common share of Otso Gold *within five years' time*. Forcing BGL to exercise its warrants within months of its investment would deprive BGL of any potential upside from the warrants.

36. The communication from the Pandion Defendants through Brian Wesson and Clyde Wesson was concerning. Otso Gold's board had previously told the Wessons that there needed to be a sole point of formal communication with the Pandion Defendants with regard to any negotiations between Otso Gold and the Pandion Defendants, and warned the Wessons that they should not have discussions with the Pandion Defendants without approval from the Otso Gold board. Indeed, in his Canada Affidavit, Clyde Wesson admits that the Wessons were "instructed . . . not to open negotiations with Pandion."

37. On June 23, 2021, a conference call was held among Lionsbridge, BGL's director designees, and their respective counsel to discuss the Pandion Defendants' response. I participated in this conference call. During the call, BGL's representatives asked Brian Wesson and Clyde



Wesson whether they had been coordinating with the Pandion Defendants in the background. Brian Wesson and Clyde Wesson expressed offense at the suggestion but admitted that the Pandion Defendants had called Lionsbridge to convey its position.

38. During this call, Clyde Wesson informed me and the other BGL director designees that Otso Gold was already in technical default on the Pandion Loans, as it had not paid interest that was due to the Pandion Defendants, and that, as a result, there was a risk that the Pandion Defendants could reinstate the debt to its higher original amount prior to the October 2019 restructuring negotiated by Lionsbridge (the “Reinstatement Debt”). Although there is a section of the 2020 Subscription Agreement entitled “Debts Owed by Group Companies,” and “Group Company” is defined to encompass Otso Gold and/or its subsidiaries, neither the Reinstatement Debt negotiated by Lionsbridge in October 2019, nor the amount of the Reinstatement Debt, is disclosed in the 2020 Subscription Agreement. The 2020 Subscription Agreement does refer to certain “Disclosed” matters, which it defines as “fully, fairly and specifically disclosed in the [2020] Disclosure Letter,” but there is no disclosure of the Reinstatement Debt in the 2020 Disclosure Letter. Instead, the 2020 Disclosure Letter refers to “all Indebtedness disclosed in the Management Accounts” and “Schedule A to this Disclosure Letter,” both of which are devoid of any reference to the Reinstatement Debt. Had the Reinstatement Debt including its amount been disclosed, BGL never would have invested in Otso Gold.

39. Clyde Wesson further informed me and the other BGL director designees that Pandion did not want a deal involving additional financing and instead wanted BGL to exercise its warrants to invest an additional \$11 million in Otso Gold, just months after its initial investment of \$11 million in Otso Gold had closed in February 2021. According to Mr. Wesson, the only way to raise the funds needed was for BGL to exercise its warrants because equity finance could not be



raised quickly enough through issues rights, private placement would not work due to the size of the investment needed, and Otso Gold could not take on additional debt as that would be an event of default.

40. I had very serious concerns arising from these disclosures by Mr. Wesson, including that the prospect of a default on the Pandion Loans, combined with Otso Gold's inability to borrow funds to pay off the Pandion Loans, would make it extremely difficult for Otso Gold to obtain the necessary financing to fund commercial operations. Furthermore, if there were any further delays in the commencement of production, there was a serious risk that Otso Gold would be unable to repay the Pandion Loans when due and that Pandion would take steps to foreclose on the Otso Gold Mine and potentially seek payment of the Reinstatement Debt.

41. Under pressure from the Pandion Defendants' insistence that there was no alternative financing option and the Wessons' insistence that Otso Gold required immediate working capital, BGL agreed to provide a second \$11 million by converting its warrants subject to additional terms and assurances.

42. Lionsbridge urged BGL to move quickly. In a July 2, 2021 email to me, Clyde Wesson stated: "As you know, we need to get the warrants exercised immediately. The decision to delay this will potentially lead to the following issues which needs to be resolved including the drillers stopping work, expatriate staff leaving, CRS stopping work and delays to the program that will risk the delay to a 2022 production date. If you would like to discuss please see the zoom link below. Pandion are in South America and so we need to resolve this in the next hour."

43. In the interest of time, BGL agreed to having Otso Gold sign a letter agreement on July 8, 2021, which, among other things, provided that (a) on or before July 31, 2021, BGL would pay \$11 million to convert its warrants and fund Otso Gold's commercial operations; (b) by

December 7, 2021, Otso Gold would pay Pandion \$23 million plus interest to settle the Pandion debt; and (c) the parties would work in good faith to amend material agreements with Pandion to give effect to the letter agreement.

**VIII. After Extracting an Additional \$11 Million from BGL, the Pandion Defendants Condition Any Formal Amendments to Agreements Relating to the Pandion Loans On the Acceleration of the Maturity Date for Pandion's Convertible Debentures**

44. On July 21, 2021, BGL exercised its warrants. Following the conversion of BGL's warrants, on an undiluted basis, BGL owned 63.05% of the common shares of Otso Gold, while Pandion owned 8.76% of the common shares, and entities controlled by Brian Wesson and Clyde Wesson collectively owned 9.16% of the common shares.

45. On July 22, 2021, BGL circulated a draft of an agreement formalizing amendments to the material agreements with the Pandion Defendants, as contemplated by the July 8, 2021 letter agreement. Despite the urgency of formalizing the matters contemplated in the July 8, 2021 letter agreement, BGL did not receive any comments from Pandion on the draft agreement for nearly four weeks. On August 16, 2021, Clyde Wesson emailed BGL what he represented were the Pandion Defendants' comments to the draft. BGL promptly prepared further comments on the draft to provide to Pandion and repeatedly followed up with Clyde Wesson.

46. BGL did not receive any further comments from the Pandion Defendants to the draft agreement. When I asked Clyde Wesson for copies of all written correspondence with the Pandion Defendants regarding the Pandion debt and related issues, Mr. Wesson told me that all his discussions with the Pandion Defendants were oral. This caused me and the other BGL director designees concern that Lionsbridge and the Pandion Defendants were restricting their exchanges to verbal communications to limit the disclosure that we would receive about the true status of the Pandion debt.

47. In mid-September 2021, almost two months after BGL circulated the draft agreement formalizing amendments to the material agreements with Pandion, Clyde Wesson informed BGL that he had spoken to Mr. Archibald. According to Mr. Wesson, Mr. Archibald advised that the Pandion Defendants would only sign an agreement to formalize the amendments contemplated under the July 8, 2021 letter agreement if the maturity date for convertible debentures that had been issued to the Pandion Defendants in March 2020 were accelerated from 2023 to December 7, 2021, to align with the payout of the Pandion Loans.

48. This condition from the Pandion Defendants had never previously been raised and made it clear to me that the Pandion Defendants were unwilling to engage in good faith to formalize the amendments to the Pandion debt agreements provided in the July 8, 2021 letter agreement.

**IX. The Pandion Defendants and Lionsbridge Extract An Additional \$5 Million Investment from BGL**

49. On or about August 27, 2021, Brian Wesson circulated a draft letter to the BGL designees on the Otso Gold board proposing amendments to the Services Agreement with Lionsbridge and Westech. The proposal included, among other things, a 24-month extension of the Services Agreement, an upward adjustment of the monthly management fee, and a full and general release by BGL of any current or future claims against Lionsbridge or Westech. The request for a general release from BGL puzzled me because BGL is not a party to the Services Agreement, and also concerned me because it indicated that Lionsbridge believed that BGL had potential claims against it.

50. The timing and tone of this correspondence was concerning to me and the other BGL director designees. The existing Services Agreement was not set to expire until July 2022, and Lionsbridge had not yet delivered on resuming commercial production at the Otso Gold Mine,



a milestone that was essential to determining whether an extension would be appropriate. Nor had Lionsbridge delivered on the feasibility study it had commissioned for the Otso Gold Mine. Furthermore, the Services Agreement contained a non-solicitation clause that would have prevented the Company from directly employing the expat contractors whom Westech had brought to the Otso Gold Mine. Lionsbridge appeared to be using the urgency of Otso Gold's financial and operational situation to leverage a contract extension and full release before the BGL director designees had the ability to properly understand the Company's true position. This heightened BGL's concerns about Otso Gold's relationship with Lionsbridge going forward. And, as discussed above, BGL's concerns about Lionsbridge's dealings with the Pandion Defendants were heightened at the same time because the Pandion Defendants had failed to provide a substantive response to the draft agreement formalizing amendments to the material agreements with the Pandion Defendants contemplated by the July 8, 2021 letter agreement.

51. The BGL director designees on the Otso Gold board informed Lionsbridge that they would be prepared to discuss an extension in good faith after the restart of gold production at the Otso Gold Mine.

52. In response, Clyde Wesson sent an email on September 6, 2021 threatening to not extend the contracts of onsite staff until the Services Agreement was extended and BGL released Lionsbridge and Westech from any and all claims BGL might have against them. Indeed, as Clyde Wesson admitted in his Canada Affidavit, Lionsbridge and Westech "began to plan for redeployment of our people."

53. I attended a meeting of the Otso Gold board on September 8, 2021. At the meeting, the BGL director designees reiterated that they would be prepared to discuss an extension of the Services Agreement once the Otso Gold Mine was back in production. After Brian Wesson stated



that Otso Gold was approximately \$5 million short of the \$22 million needed to restart production, BGL stated that it would provide \$5 million in unsecured working capital to bridge the gap, if the Pandion Defendants agreed to extend the maturity of the Pandion Loans from December 7, 2021 to March 31, 2022. This proposal was memorialized in a letter sent to the Pandion Defendants on September 10, 2021. The Pandion Defendants never provided a response to the letter, or to other letters that BGL and Otso Gold sent to the Pandion Defendants. Instead, Lionsbridge subsequently informed BGL that the Pandion Defendants did not approve of BGL providing \$5 million in unsecured working capital under the requested terms.

54. On October 19, 2021, BGL and Otso Gold entered into a subscription agreement (the “2021 Subscription Agreement”) in connection with a private placement of \$5 million in exchange for 105,650,000 units of Otso Gold at a purchase price of CAD \$0.06 per unit. Each unit consisted of one common share of Otso Gold and one warrant to purchase a common share at a price of CAD \$0.08 per share within five years. In connection with the 2021 Subscription Agreement, Clyde Wesson sent on behalf of Otso Gold a supplemental disclosure letter to BGL dated October 19, 2021 (the “2021 Disclosure Letter”).

55. This additional \$5 million investment by BGL increased its ownership interest in Otso Gold on an undiluted basis to approximately 67%.

**X. Lionsbridge Subverts Otso Gold’s Efforts to Obtain Bank Financing To Settle The Pandion Debt By December 7, 2021**

56. As I noted above, after BGL’s initial investment closed in February 2021, Lionsbridge issued an Otso Gold press release on May 17, 2021 indicating that a completed feasibility study of the Otso Gold Mine was expected in June 2021.

57. On September 28, 2021, Boyd Company, the consultant hired to conduct the feasibility study, delivered to Lionsbridge a draft of the feasibility report. Lionsbridge initially

refused to share this draft with the BGL director designees to the Otso Gold board, but after some back-and-forth, ultimately provided a copy of the draft. The draft report contained several material errors, which Lionsbridge did not have corrected in a timely fashion. As a result of this and other issues, BGL became concerned that Lionsbridge was not properly managing the feasibility study process to ensure the prompt resumption of gold production.

58. Because there was still no feasibility study completed by October 2021, Otso Gold had not been able to raise new debt financing from banks. The draft feasibility study received from Boyd on November 4, 2021 indicated proved and probable reserves of only 365,000 ounces. Based on the information Lionsbridge had previously provided, this was significantly lower than what was expected and caused some banks with which Otso Gold had been dealing to withdraw from further discussions.

59. Moreover, the Wessons affirmatively subverted discussions with other banks. For example, Brian Wesson was routinely late to calls with Sberbank's mining consultant, CSA Global, or only joined if chased, while bank representatives waited, and both Wessons failed to provide information requested by CSA Global in a timely fashion. Because of these delays and Lionsbridge's failure to procure the completion of the feasibility study, Sberbank and CSA Global concluded that their lending due diligence would not be completed in time to provide financing prior to the December 7, 2021 due date for Otso Gold to pay the Pandion Defendants \$23 million plus interest to settle the Pandion debt. Clyde Wesson made a difficult situation even worse by leaving Finland, where the Otso Gold Mine is located, for Australia in May 2021 and only returning at the end of October 2021. During that period, Clyde Wesson did not return calls from the Otso Gold board's representatives and ignored requests to update the data room for the banks' due diligence.

60. As a result, Otso Gold was left with virtually no options for financing the settlement of the Pandion debt other than through BGL or the Pandion Defendants. BGL engaged in discussions with Otso Gold regarding the prospect of providing short-term bridge financing to pay the Pandion Defendants \$23 million plus interest to settle the Pandion debt and provide Otso Gold with a period of two or three additional months to obtain long-term bank financing. On October 29, 2021, a proposed term sheet for secured short-term bridge financing from BGL was circulated to the Otso Gold board.

**XI. After BGL Discovers Unapproved Payments and Offers a Bridge Loan to Refinance The Pandion Loans, Lionsbridge Threatens to Terminate The Services Agreement And Withdraw Westech Staff from the Otso Gold Mine**

61. Pursuant to the 2020 Subscription Agreement, I was appointed as a co-signatory for the bank accounts of Otso Gold and its subsidiaries. In October 2021, BGL discovered that Lionsbridge had failed to set up the necessary approval process with Otso Gold's bank and had made unapproved payments on behalf of Otso Gold totaling €88,038. Indeed, in his Canada Affidavit, Clyde Wesson admits that Lionsbridge "sent the money – without waiting for BGL's signature" out of concern that BGL "would not authorize the making of the actual payments." On October 13, 2021, BGL notified Lionsbridge of the unapproved payments.

62. On October 30, 2021, BGL offered to refinance the Pandion Loans with a bridge loan. In response, Lionsbridge sent Otso Gold's board a letter on November 2, 2021—one day before a scheduled gold pouring ceremony at the Otso Gold Mine—in an attempt to hold the Company ransom. Lionsbridge's letter stated that if the Services Agreement were not extended, it would move Westech staff at the Otso Gold Mine elsewhere and that Westech's employees would be in breach of restrictive covenants if Otso Gold were to hire them. Lionsbridge also proposed an arrangement in which the parties would terminate the Services Agreement, Lionsbridge would receive a contractual termination payment totaling \$1,746,000, and



Lionsbridge would sell its shares to BGL at CAD \$0.20 per share (for a total of approximately CAD \$16.5 million). The Company was required to agree to these terms in one day.

63. I and the other BGL director designees were greatly troubled by Lionsbridge's threat to pull the rug from under the Company by withdrawing the Westech technical experts, whose expertise was necessary and crucial at the Otso Gold Mine. It thus became apparent to me and the other BGL director designees that the Otso Gold board would not be able to come to terms on a suitable arrangement for Lionsbridge's long-term management of the Company. However, the board was in a difficult position, as it would not be able to quickly replace the Westech technical and managerial experts at the Otso Gold Mine if Lionsbridge acted on its threat to withdraw them. It was important that any transition away from Westech staff be done in an orderly fashion that would not disrupt the progress of production at the mine.

64. Additionally, Lionsbridge's continued unwillingness to provide Otso Gold's board and BGL with all requested detailed financial and operational information, budgets and forecasts made it impossible for BGL to properly evaluate the Company's business and capital requirements. This information was crucial after the restart of production and at the time BGL was considering a \$26.8 million bridge loan to the Company.

**XII. Just Weeks Before the December 7, 2021 Due Date to Settle the Pandion Loans, the Pandion Defendants Reveal to BGL a \$25 Million Lien Against the Otso Gold Mine And Secretly Meets with Lionsbridge to Plot a Take Over of the Company**

65. I and the other BGL director designees on the Otso Gold board then turned our attention to engaging the Pandion Defendants in discussions to provide a bridge to bank loan from BGL and refinance the Pandion Loans. For months, BGL's director designees had tried to open a direct line of communication with the Pandion Defendants. But the Pandion Defendants never responded to BGL's written correspondence; instead, it was always the Wessons who purported



to provide the Pandion Defendants' position. Just weeks before the December 7, 2021 due date to settle the Pandion Loans, the Pandion Defendants finally agreed to meet with BGL representatives.

66. On or about November 9, 2021, BGL representatives met Messrs. Archibald and Byrne at the Pandion Defendants' offices in Greenwich, Connecticut, to discuss potential terms upon which the Pandion Loans could be paid out or re-financed. I did not attend the meeting, but was provided with a contemporaneous account of the meeting by the BGL representatives who met with Messrs. Archibald and Byrne. Mr. Archibald stated that, regardless of whether the Pandion Loans were paid out when due, a \$25 million lien ("Royalty Lien") would remain registered against the Otso Gold Mine in order to secure ongoing royalty payments under a Net Smelter Returns Royalty Agreement dated November 8, 2018 (the "NSR Royalty Agreement"), and that the Royalty Lien would have priority over all other debts in the event of bankruptcy, which would make refinancing from banks of the bridge loan extremely difficult. Instead of engaging in good faith discussion about refinancing the Pandion Loans, Mr. Archibald offered BGL to buy out the Pandion Loans for approximately \$53 million, which was double the amount of the bridge loan that BGL was considering providing to Otso Gold, and triple the total amount that BGL had already invested in the Company.

67. The Royalty Lien was not disclosed in the 2020 Disclosure Letter, and no security documents regarding the NSR Royalty Agreement were included in the virtual data rooms established for due diligence conducted by BGL's representatives, including White & Case LLP and KPMG LLP, in connection with BGL's investment under the 2020 Subscription Agreement. Had the Royalty Lien been disclosed, BGL never would have invested in Otso Gold. I believe that the Pandion Defendants knew that revealing this additional security, which severely limited the

Company's ability to raise additional debt finance, would significantly increase their bargaining power over BGL.

68. With less than a month left before the December 7, 2021 due date for the Pandion Loans, the Pandion Defendants' disclosure of the Royalty Lien was clearly intended to shut down any thought of raising additional debt finance for the Company and put BGL in an impossible situation: either continue equity funding to service the Company's debt to the Pandion Defendants and keep the Company afloat or default on the Pandion Loans and trigger the Reinstatement Debt, thereby risking losing most or all of its investment in the Company. To make matters worse, BGL could not properly evaluate and assess the Company's business and capital requirements because Lionsbridge repeatedly failed or refused to provide Otso Gold's board and BGL with requested financial and operational information, budgets, and forecasts.

69. In light of the above, on November 11, 2021, BGL sent the Pandion Defendants a letter regarding the withdrawal of its proposal to provide Otso Gold bridge financing and proposed an alternative resolution to attempt to address Otso Gold's financing issues.

70. The Pandion Defendants expressed no interest in negotiating a resolution along the lines proposed in BGL's November 11, 2021 letter. Instead, as I only recently learned, during the week of November 8, 2021, Brian Wesson traveled to the U.S. to meet with the Pandion Defendants, and, upon his return to Finland, told staff at the Otso Gold Mine that the Pandion Defendants would be visiting. During the week of November 15, 2021, representatives of the Pandion Defendants, including Mr. Byrne, David Young, and Julien Bosche of Trident Royalties plc, traveled to Finland to survey the Otso Gold Mine with Pandion's mining consultants from SRK Consulting. Before the visit, Brian Wesson asked that hotel arrangements for the Pandion and SRK Consulting representatives be made on a no-names basis: "Are you back as we need to

arrange accommodation but can't tell anyone names till Tuesday when they arrive joe Archibald, Ryan Byrne and one tech guy dave young the[y] arrive 15th at 5 pm and leave on Thursday morning site all day Wednesday."

71. The reason for the secrecy was because the Company and its Board of Directors had not authorized or approved such a visit. I believe that Brian Wesson and the Pandion Defendants knew that the Board of Directors would never have sanctioned such a visit, which was directly counter to both the negotiations that were then-ongoing between the Chairman of Otso Gold and Mr. Archibald regarding the Pandion debt and the Otso Gold board's express instructions that the Wessons not negotiate with the Pandion Defendants on behalf of the Company. I believe that the Pandion Defendants knew that Mr. Wesson and his management team members were breaching their fiduciary duties to the Company by actively working to undermine the Company's negotiations on the Pandion debt by holding their own side meetings with the Pandion Defendants. Lionsbridge even used Company funds to cover the hotel expenses of the Pandion Defendants and SRK Consulting representatives in Finland, but failed to disclose to the Otso Gold Board of Directors that Pandion and SRK Consulting would be visiting the Otso Gold Mine, much less seek the board's approval.

**XIII. Lionsbridge and Pandion Unveil a Coordinated Bid to Buy Out BGL at an Amount Less Than BGL's Total Investments and Take Over Otso Gold**

72. On November 23, 2021, with the December 7, 2021 due date for the Pandion Loans just two weeks away, and only after prodding from BGL, the Pandion Defendants provided BGL with copies of security documents relating to the NSR Royalty Agreement. This was the first time



that BGL had ever been provided these documents for the Pandion Defendants' claimed Royalty Lien.

73. That same day, Brian Wesson emailed the Otso Gold Board of Directors a high-level proposal for Lionsbridge to buy out BGL's equity interests in Otso Gold (for less than BGL's total investments) and take over the Company. I believe this proposal was the result of the Pandion Defendants' collusion with Mr. Wesson and others, as evidenced by their secret meetings in the U.S. and in Finland.

74. On November 24, 2021, I attended an Otso Gold board meeting that was held to consider, among other things, the appointment of Alvarez & Marsal ("A&M") to provide restructuring services to Otso Gold. At the meeting, the Wessons stated that, in coordination with the Pandion Defendants, they had been working on a bid for Lionsbridge to buy out BGL and take over Otso Gold. When BGL director designees asked the Wessons what information Lionsbridge had been providing to the Pandion Defendants, Brian Wesson indicated that Lionsbridge had "technical" calls with Pandion every four weeks or so and provided Pandion with monthly financial statements. (By contrast, Lionsbridge had failed to provide BGL with financial information on a regular basis, despite a contractual obligation that BGL be provided financial information within 10 business days of the end of each calendar month.) Mr. Wesson failed to disclose the Pandion Defendants' unsanctioned and secret visit to the Otso Gold Mine with their mining consultants from SRK Consulting. At the end of the November 24, 2021 board meeting, the Board appointed A&M to provide restructuring services to Otso Gold.

75. In a call with a BGL representative later that day, Mr. Archibald confirmed that the Pandion Defendants supported Lionsbridge's bid to buy out BGL and take over the Company, describing it as "music to [his] ears." Alternatively, Mr. Archibald said that the Pandion



Defendants would consider extending the due date for the Pandion Loans from December 7, 2021 to March 2022, in return for converting the Company's alleged increase in debt from the Reinstatement Debt (approximately \$70 million) into equity for the Pandion Defendants, which would dilute other existing shareholders by 50% or more.

76. Otso Gold's board did not agree to either the Lionsbridge takeover bid backed by the Pandion Defendants or to Mr. Archibald's alternative proposal, which would have essentially provided the Pandion Defendants with direct control over the Company.

**XIV. After the Wessons Abruptly Resign, Financial Irregularities are Discovered and Brian Wesson is Apprehended in Finland While Attempting to Leave the Country**

77. After a November 29, 2021 Board of Directors' meeting commenced as scheduled, Brian Wesson and Clyde Wesson requested that the meeting be adjourned on the purported grounds that they needed further time to consider certain resolutions that were being proposed. That request was granted in good faith by the Board of Directors, and the balance of the meeting was rescheduled to be held at noon Helsinki time on November 30, 2021.

78. Just prior to the commencement of the November 30, 2021 Board of Directors meeting, however, the Board received a letter from Lionsbridge stating, among other things, that Brian Wesson and Clyde Wesson were resigning immediately as officers and directors of Otso Gold, and that Lionsbridge was immediately terminating the Services Agreement with Otso Gold (even though the Services Agreement requires Lionsbridge to provide three-months' notice for any termination).

79. Upon receiving this notice from Lionsbridge, the Otso Gold Board promptly contacted A&M personnel to ascertain the state of affairs at the Otso Gold Mine. A&M discovered that the Lionsbridge office at the Otso Gold Mine had been completely cleared out and emptied by the Wessons without permission from the Company, and that Otso Gold's property such as its

computer laptops and files had been removed. Indeed, in his Canada Affidavit, Clyde Wesson admits that “confidential information related to Otso’s affairs is stored on [Brian Wesson’s] laptop and other Lionsbridge devices.” Moreover, a preliminary review of Otso Gold’s credit card accounts to which the Wessons had access revealed approximately CAD \$683,704 in accrued, but unexplained and unaccounted for, expenses. In addition, a preliminary review of an Otso Gold subsidiary’s accounts revealed that trade creditor accounts payable had increased from approximately €2 million in July 2021 to approximately €9 million at the end of November 2021. Furthermore, a \$741,000 wire transfer from a global trader in precious metals markets was missing from Otso Gold’s bank accounts. Although the Services Agreement provides that Lionsbridge would, upon termination of the agreement, deliver to the Company “all notes, memoranda, records, documents, papers, correspondence, supplies, drawings, specifications and all other property” of the Company in its possession or control, the Wessons did not take steps to relinquish or transfer control or access to the Company’s bank accounts, email accounts, or website account.

80. An Otso Gold representative in Finland promptly contacted Finnish law enforcement authorities to report these activities by the Wessons. Shortly thereafter, Finnish border control authorities apprehended Brian Wesson at the Helsinki-Vantaa International Airport and placed him in custody. Brian Wesson was apparently attempting to leave the country while in possession of Otso Gold’s confidential information and property, including the laptop he used for Otso Gold business and the signing keys for Otso Gold’s bank accounts. Finnish law enforcement authorities are now investigating Mr. Wesson for possible crimes, including aggravated embezzlement from the Company. The whereabouts of Clyde Wesson were unknown for nearly two weeks, until he surfaced on December 12, 2021 by filing the Canada Affidavit stating that he was now “located” in Australia.

**XV. Otso Gold Files for Restructuring**

81. Because Otso Gold lacked the funds to pay out the Pandion Loans by the December 7, 2021 deadline, and because the Pandion Defendants were unwilling to restructure the Pandion Loans and any claimed Reinstatement Debt, Otso Gold and its subsidiaries commenced restructuring proceedings in Canada, Finland, and Sweden on December 3, 2021.

82. Courts in all three of these countries have since issued a stay of creditor claims. Only after the court in Canada issued a stay of creditor claims did the Pandion Defendants provide to Otso Gold the purported amount of the Reinstatement Debt that they claim they are now owed.

83. On December 8, 2021, the Pandion Defendants' counsel claimed that, in light of the Company's failure to pay the Pandion Defendants \$25.9 million on December 7, 2021, the Company now owed the Reinstatement Debt, the amount of which the Pandion Defendants' counsel revealed to be \$95,350,406.

**XVI. Underscoring the Collusion Between Pandion and Lionsbridge, Pandion Defends the Wessons Against the Company's Investigation of its Accounts**

84. In a December 7, 2021 email, the Pandion Defendants' counsel in Canada expressed supposed concern to Otso Gold's counsel in the Canadian restructuring proceeding that the Company was investigating whether "the Wessons had something to do with the funds missing" from Otso Gold's bank accounts, when "in actuality, there appears to have been an issue with the wire transfers" at the banks. Although the Company's investigation is ongoing, and although the Pandion Defendants presumably have no first-hand knowledge of the situation, the Pandion Defendants, through their counsel, stated that they assumed that Otso Gold would be "correcting" any implication of wrongdoing by the Wessons.

85. In my view, the fact that the Pandion Defendants, who are a major creditor and shareholder of Otso Gold, would go out of their way to try to vindicate the Wessons before the



Company or law enforcement authorities have completed their investigation and underscores the intertwined relationship of the Pandion Defendants and the Wessons.

**XV. The Canadian Court Has Made Statements Regarding the Relationship Between Pandion and Lionsbridge**

86. Finally, it should be noted that following its review of the record and extensive briefing and argument by counsel representing both Pandion and Lionsbridge, the court overseeing the insolvency proceedings for the Company has recently expressed its own concerns regarding the allegations concerning the relationship between Pandion and Lionsbridge. Specifically, at a court hearing held on December 15, 2021 by the Honorable Geoffrey B. Gomery of the Supreme Court of British Columbia in Canada, Justice Gomery made the following remarks concerning the relationship of Pandion and Lionsbridge:

“THE COURT: One of the suggestions . . . is that Lionsbridge and Pandion were working closely together at a time when Lionsbridge owed fiduciary duties to Otso, and . . . I think the suggestion or the implication is that Lionsbridge was preferring Pandion to its majority shareholder, to Otso’s majority shareholder. Now, that – the question would be why, and the answer might be they think the BGL people are incompetent miners and businessmen and the company would be far better off without them. I can understand that, though they are the majority shareholder. But *it’s suggestive of a relationship that’s not been fully disclosed, and your client [Clyde Wesson] hasn’t really addressed that in his affidavits.*” Transcript at 36:41-37:11 (emphasis added).

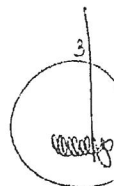
87. A true and correct copy of the relevant excerpts from the court reporter’s transcript from the afternoon portion of the court’s hearing on December 15, 2021 are attached to this declaration as Exhibit A.



88. In light of the foregoing, BGL believes that there is probable cause that a judgment equal to or greater than the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims, or set-offs, will be rendered in BGL's favor. BGL therefore respectfully requests the Court to grant a prejudgment attachment to Defendants to secure the amount of the potential judgment.

89. I declare under penalty of perjury under the law of Connecticut that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States.

Executed on this 7th day of January, 2022, in Venice, Italy.

A handwritten signature in black ink, appearing to read 'Victor Koshkin', is written over a horizontal line. The signature is stylized and includes a large, loopy 'C' shape.

Victor Koshkin

# EXHIBIT A

No. S2110503  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**  
(BEFORE THE HONOURABLE MR. JUSTICE GOMERY)

Vancouver, BC  
December 15, 2021

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

**AND**

**IN THE MATTER OF OTSO GOLD CORP., OTSO GOLD OY,  
OTSO GOLD AB, and 2273265 ALBERTA LTD.**

**Petitioners**

---

**EXCERPT FROM PROCEEDINGS IN CHAMBERS**  
(Submissions for Pandion by Cns1 M. Buttery)  
(Submissions for Lionsbridge & Westech  
by Cns1 V. Tickle)

---

**COPY**

Tiffany Vincent, RCR / Charest Legal Solutions Inc.  
4th and 5th Floors, 885 W. Georgia Street, Vancouver, BC V6C 3E8  
Phone: 604-669-6449 Fax: 604-629-2377

36

Submissions for Lionsbridge &amp; Westech by Cnsl V. Tickle

1 that payment that they questioned out of the  
2 \$1 million and did nothing about it, but now  
3 raises it now. In November they knew that the  
4 company knew that this payment had been held up  
5 because of the anti-money laundering, and yet  
6 they say oh, well, yeah, on December 9, we know  
7 about it, but we don't really know where it went.

8 So I say -- and that has to all be taken as  
9 a whole, and I submit it's indicative this  
10 they're not being frank and forthright and  
11 indicates a lack of good faith.

12 THE COURT: Yes.

13 CNSL V. TICKLE: Those were the points that I was  
14 going to take you to, given that there is  
15 documentary evidence to back them up. There are  
16 other materials, but as you've indicated, you  
17 cannot possibly digest all of that. So unless  
18 you have any questions, those were my  
19 submissions.

20 THE COURT: I have one question, and I intimated it to  
21 Ms. Buttery.

22 CNSL V. TICKLE: Yes.

23 THE COURT: Why is your client -- can you say? You  
24 may just say, my instructions are my  
25 instructions, but why is your client opposing the  
26 continuation of the stay?

27 CNSL V. TICKLE: In anticipation of being asked I  
28 sought instructions. My clients, I think people  
29 might understand, feel very hard done by by the  
30 evidence that they put forward and feel that the  
31 court has been misled, so there's an element of  
32 principle that they have simply -- as Ms. Buttery  
33 put it, they've simply not met the test for this  
34 extension they're seeking.

35 There is some acknowledgment that, yes, a  
36 proceeding with some sort of oversight of current  
37 management may well be to our clients' advantage,  
38 but there is the fundamental issue of that the  
39 test has not been met. I think that's the best  
40 that I can answer that.

41 THE COURT: One of the suggestions made by your  
42 friends is that Lionsbridge and Pandion were  
43 working closely together at a time when  
44 Lionsbridge owed fiduciary duties to Otso, and  
45 that, in fact, they didn't say it this way, but I  
46 think the suggestion or the implication is that  
47 Lionsbridge was preferring Pandion to its



37

Submissions for Lionsbridge &amp; Westech by Cnsl V. Tickle

1 majority shareholder, to Otso's majority  
2 shareholder.  
3 Now, that -- the question would be why, and  
4 the answer might be they think the BGL people are  
5 incompetent miners and businessmen and the  
6 company would be far better off without them. I  
7 can understand that, though they are the majority  
8 shareholder. But it's suggestive of a  
9 relationship that's not been fully disclosed, and  
10 your client hasn't really addressed that in his  
11 affidavits. Is there anything you can say to me  
12 about that point?

13 CNSL V. TICKLE: I would say two things. One, we have  
14 the logistical difficulty, because, for whatever  
15 reason, putting it as neutrally as possible,  
16 Mr. Wesson is in a Finnish jail.

17 THE COURT: Okay.

18 CNSL V. TICKLE: So we are unable to communicate with  
19 him.

20 THE COURT: Yes.

21 CNSL V. TICKLE: We are operating on very tight  
22 timelines. Mr. Clyde Wesson is in Australia.  
23 This material was turned over the course of the  
24 weekend. I was retained officially on Friday, I  
25 believe, possibly Thursday. So there was simply  
26 this realtime litigation challenge. All parties  
27 have said, look, we dispute a whole bunch of  
28 this. We can't answer everything. This is this.  
29 And I think there are -- there is, in  
30 Mr. Wesson's affidavit at Exhibit B, which  
31 mercifully -- well, perhaps given how far down  
32 you've scrolled, is at page 5.

33 THE COURT: Actually, I can -- I figured out a way to  
34 do this. I can do it from the page numbers of  
35 the PDF. I'm currently on page -- I just need to  
36 go back 80 pages from page 1640. I'm at --  
37 somehow he's not worked, but I'm closer.

38 CNSL V. TICKLE: I'm looking at an old-school physical  
39 copy, so I can't assist you with the PDF, I'm  
40 afraid.

41 THE COURT: No, but I'm there now. I've made it to  
42 page 5.

43 CNSL V. TICKLE: So you can see there that that is a  
44 letter from Harris --

45 THE COURT: This would be from Mr. Poulus.

46 CNSL V. TICKLE: -- on behalf --

47 THE COURT: Yes.

DOCKET NO.: FST-CV-22-6054825-S

SUPERIOR COURT

BRUNSWICK GOLD LIMITED,

JUDICIAL DISTRICT OF  
STAMFORD/NORWALK

Plaintiff,

v.

AT STAMFORD

PANDION MINE FINANCE LP, PFL RAAHE  
HOLDINGS LP, RIVERMET RESOURCE  
CAPITAL LP, JOSEPH ARCHIBALD, AND  
RYAN BYRNE,

January 10, 2022

Defendants.

**ORDER FOR HEARING AND NOTICE**

The above application having been presented to the Court, it is hereby ordered that a hearing be held thereon on \_\_\_\_\_, 2022 at \_\_\_\_\_ a.m./p.m. at the Superior Court of the Judicial District of Stamford/Norwalk at Stamford, 123 Hoyt Street, Stamford, Connecticut 06905, and that plaintiff give notice to defendants in accordance with Section 52-278c of the Connecticut General Statutes of the pendency of the application and of the time when it will be heard by causing a true and attested copy of the Notice of Application for Prejudgment Remedy, Application for Prejudgment Remedy, Declaration of Victor Koshkin, Proposed Order for Prejudgment Remedy, Summons, and a copy of this Order, together with such notice as is required under subsection (e) of Section 52-278c, to be served upon defendants' counsel of record by some proper officer or indifferent person on or before January \_\_\_, 2022, and that due return of service be made to this Court.

Dated at Stamford this \_\_\_ day of \_\_\_\_\_, 2022.

BY THE COURT:

---

Judge/Assistant Clerk

DOCKET NO.: FST-CV-22-6054825-S

SUPERIOR COURT

BRUNSWICK GOLD LIMITED,

JUDICIAL DISTRICT OF  
STAMFORD/NORWALK

Plaintiff,

v.

AT STAMFORD

PANDION MINE FINANCE LP, PFL RAAHE  
HOLDINGS LP, RIVERMET RESOURCE  
CAPITAL LP, JOSEPH ARCHIBALD, AND  
RYAN BYRNE,

January 10, 2022

Defendants.

SUMMONS**TO ANY PROPER OFFICER:**

By authority of the State of Connecticut, you are hereby commanded to serve a true and attested copy of the Notice of Application for Prejudgment Remedy, Application for Prejudgment Remedy, Declaration of Victor Koshkin, Proposed Order for Prejudgment Remedy, and Order for Hearing and Notice upon defendants Pandion Mine Finance LP, PFL Raahe Holdings LP, RiverMet Resource Capital LP, Joseph Archibald and Ryan Byrne by serving their counsel of record, James T. Shearin of Pullman & Comley LLC, on or before January \_\_, 2022.

Hereof fail not, but due service and return make.

Dated at Stamford, Connecticut this 10th day of January, 2022.



Tony Miodonka  
Commissioner of the Superior Court



DOCKET NO.: FST-CV-22-6054825-S	:	SUPERIOR COURT
	:	
BRUNSWICK GOLD LIMITED,	:	JUDICIAL DISTRICT OF
	:	STAMFORD/NORWALK
Plaintiff,	:	
v.	:	
	:	AT STAMFORD
PANDION MINE FINANCE LP, PFL RAAHE	:	
HOLDINGS LP, RIVERMET RESOURCE	:	
CAPITAL LP, JOSEPH ARCHIBALD, AND	:	
RYAN BYRNE,	:	
	:	January 10, 2022
Defendants.	:	

### ORDER FOR PREJUDGMENT REMEDY

WHEREAS, plaintiff Brunswick Gold Limited ("BGL") has applied for a prejudgment remedy to attach or garnish certain assets and property of defendants Pandion Mine Finance LP, PFL Raahe Holdings LP, RiverMet Resource Capital LP, Joseph Archibald, and Ryan Byrne (the "Pandion Defendants"); and

WHEREAS, after due hearing at which BGL and the Pandion Defendants appeared and were fully heard, it is found that there is probable cause to sustain the validity of BGL's claim and that the application should be granted.

NOW, THEREFORE, it is hereby ORDERED that BGL may attach or garnish to the value of \$27,000,000 the following goods or estate of the Pandion Defendants, including without limitation:

- a. attachment of sufficient property of the Pandion Defendants to secure such sum;
- b. attachment of any and all dividends and/or corporate distribution accounts receivable, cash, cash equivalents, monies, credits, income, revenue, contract

payments, payments, and/or all other rights or interests transferred or distributed to or by the Pandion Defendants and their agents, members, or debtors; and

- c. attachment of all other assets of the Pandion Defendants, including, without limitation, all tangible and intangible real and personal property, accounts and other receivables, securities, chattel paper, equipment, furniture, fixtures, general intangibles, instruments and inventory, together with the proceeds thereof.

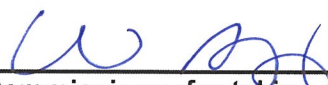
It is FURTHER ORDERED that the Pandion Defendants are hereby barred from assigning, disposing of, encumbering, secreting or removing assets from the State of Connecticut to avoid the satisfaction of judgment in favor of BGL.

Dated at Stamford this \_\_\_\_ day of \_\_\_\_\_, 2022.

BY THE COURT:

\_\_\_\_\_  
Judge of the Superior Court

This is Exhibit "D" referred to in the  
affidavit of Calli Ron made before me on this 13th day  
of January, 2022



---

A Commissioner for taking Affidavits in British  
Columbia

DOCKET NO.: FST-CV-22-6054825-S

SUPERIOR COURT

BRUNSWICK GOLD LIMITED,

JUDICIAL DISTRICT OF  
STAMFORD/NORWALK

Plaintiff,

v.

AT STAMFORD

PANDION MINE FINANCE LP, PFL RAAHE  
HOLDINGS LP, RIVERMET RESOURCE  
CAPITAL LP, JOSEPH ARCHIBALD, AND  
RYAN BYRNE,

January 10, 2022

Defendants.

ORDER FOR HEARING AND NOTICE

The above application having been presented to the Court, it is hereby ordered that a hearing be held thereon on January 31<sup>st</sup>, 2022 at 11:30 (a.m.)/p.m. at the Superior Court of the Judicial District of Stamford/Norwalk at Stamford, 123 Hoyt Street, Stamford, Connecticut 06905, and that plaintiff give notice to defendants in accordance with Section 52-278c of the Connecticut General Statutes of the pendency of the application and of the time when it will be heard by causing a true and attested copy of the Notice of Application for Prejudgment Remedy, Application for Prejudgment Remedy, Declaration of Victor Koshkin, Proposed Order for Prejudgment Remedy, Summons, and a copy of this Order, together with such notice as is required under subsection (e) of Section 52-278c, to be served upon defendants' counsel of record by some proper officer or indifferent person on or before January 27<sup>th</sup>, 2022, and that due return of service be made to this Court.

Dated at Stamford this 11<sup>th</sup> day of January, 2022.



BY THE COURT:

  
Judge Assistant Clerk *Scott Axel*



## Notice Regarding Remote Hearing

A remote hearing on the record has been scheduled for this matter on the date and time shown on the attached order.

**If you or your attorney do not appear remotely on the date and time shown on the attached order, the court may make a decision on this matter based on the papers filed by the applicant without scheduling a remote hearing at which witnesses can testify and evidence will be presented.**

**DO NOT COME TO COURT ON THIS DATE because the hearing will be conducted remotely.**

If you want to appear remotely at this court hearing, you or your attorney must:

- File an Appearance (form JD-CL-12) with the court before the hearing; and
- Give your e-mail address and phone number to the court at the e-mail address shown below:

E-mail address of court

Scott.Abel@jud.ct.gov

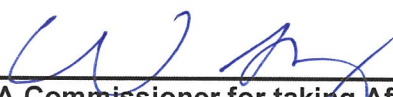
You must reference the docket number and the name of the case when providing this information to the court. After this information is given to the court, you will receive an e-mail telling you how to connect to the remote hearing.

**At the hearing, the court will first conduct a conference with you or your attorney and the applicant or the applicant's attorney.** The purpose of the conference is to attempt to resolve issues and to schedule a hearing for this matter, if it is required, at which witnesses can testify and evidence can be presented. If such a hearing is required, the court will schedule it, usually within two weeks of the date shown on the attached order.

### ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at [www.jud.ct.gov/ADA](http://www.jud.ct.gov/ADA).

This is Exhibit "E" referred to in the  
affidavit of Calli Ron made before me on this 13th day  
of January, 2022

  
A Commissioner for taking Affidavits in British  
Columbia



# State of Connecticut Judicial Branch Superior Court Case Look-up



Superior Court Case Look-up  
Civil/Family  
Housing  
Small Claims

FST-CV22-  
6054825-S

**BRUNSWICK GOLD LIMITED v. PANDION MINE FINANCE LP Et Al**

Prefix: FS1

Case Type: T90

File Date: 12/23/2021

Return Date: 01/04/2022

[Case Detail](#) [Notices](#) [History](#) [Scheduled Court Dates](#) [E-Services Login](#) [Screen Section Help](#)

Attorney/Firm Juris Number Look-up

[To receive an email when there is activity on this case, click here.](#)

Case Look-up

By Party Name

By Docket Number

By Attorney/Firm Juris Number

By Property Address

Short Calendar Look-up

By Court Location

By Attorney/Firm Juris Number

Motion to Seal or Close

Calendar Notices

Court Events Look-up

By Date

By Docket Number

By Attorney/Firm Juris Number

Legal Notices

Pending Foreclosure Sales

Understanding

Display of Case Information

Contact Us

Information Updated as of: 01/11/2022

## Case Information

Case Type: T90 - Torts - All other

Court Location: STAMFORD JD

List Type: No List Type

Trial List Claim:

Last Action Date: 01/11/2022 (The "last action date" is the date the information was entered in the system)

## Disposition Information

Disposition Date:

Disposition:

Judge or Magistrate:

## Party & Appearance Information


Party	No Fee Party	Category
<b>P-01 BRUNSWICK GOLD LIMITED</b> Attorney: FINN DIXON & HERLING LLP (106177) File Date: 12/23/2021 6 LANDMARK SQUARE SUITE 600 STAMFORD, CT 06901		Plaintiff
<b>D-01 PANDION MINE FINANCE LP</b> Attorney: PULLMAN & COMLEY LLC (047892) File Date: 01/04/2022 NEW 850 MAIN STREET PO BOX 7006 BRIDGEPORT, CT 066017006		Defendant
<b>D-02 PFL RAAHE HOLDINGS LP</b> Attorney: PULLMAN & COMLEY LLC (047892) File Date: 01/04/2022 NEW 850 MAIN STREET PO BOX 7006 BRIDGEPORT, CT 066017006		Defendant
<b>D-03 RIVERMET RESOURCE CAPITAL LP</b> Attorney: PULLMAN & COMLEY LLC (047892) File Date: 01/04/2022 NEW 850 MAIN STREET PO BOX 7006 BRIDGEPORT, CT 066017006		Defendant
<b>D-04 JOSEPH ARCHIBALD</b> Attorney: PULLMAN & COMLEY LLC (047892) File Date: 01/04/2022 NEW 850 MAIN STREET PO BOX 7006 BRIDGEPORT, CT 066017006		Defendant
<b>D-05 RYAN BYRNE</b> Attorney: PULLMAN & COMLEY LLC (047892) File Date: 01/04/2022 NEW 850 MAIN STREET PO BOX 7006 BRIDGEPORT, CT 066017006		Defendant



Comments





















Viewing Documents on Civil, Housing and Small Claims Cases:



If there is an  in front of the docket number at the top of this page, then the file is electronic (paperless). 109

- Documents, court orders and judicial notices in electronic (paperless) civil, housing and small claims cases with a return date on or after January 1, 2014 are available publicly over the internet.\* For more information on what you can view in all cases, view the [Electronic Access to Court Documents Quick Card](#).
- For civil cases filed prior to 2014, court orders and judicial notices that are electronic are available publicly over the internet. Orders can be viewed by selecting the link to the order from the list below. Notices can be viewed by clicking the **Notices** tab above and selecting the link.\*
- Documents, court orders and judicial notices in an electronic (paperless) file can be viewed at any judicial district courthouse during normal business hours.\*
- Pleadings or other documents that are not electronic (paperless) can be viewed only during normal business hours at the Clerk's Office in the Judicial District where the case is located.\*
- An Affidavit of Debt is not available publicly over the internet on small claims cases filed before October 16, 2017.\*

\*Any documents protected by law Or by court order that are Not open to the public cannot be viewed by the public online And can only be viewed in person at the clerk's office where the file is located by those authorized by law or court order to see them.

Motions / Pleadings / Documents / Case Status				
Entry No	File Date	Filed By	Description	Arguable
	12/23/2021	P	<u>SUMMONS</u> 	
	12/23/2021	P	<u>COMPLAINT</u> 	
	12/23/2021	P	<u>ADDITIONAL PARTIES PAGE</u> 	
	01/04/2022	D	<u>APPEARANCE</u>   Appearance	
100.30	12/23/2021	P	<u>RETURN OF SERVICE</u> 	No
101.00	01/03/2022	P	<u>RETURN OF SERVICE</u>   Supplemental Return of Service	No
102.00	01/04/2022	D	<u>MOTION FOR PERMISSION TO APPEAR PRO HAC VICE PB 2-16</u>   Re: Jason I. Kirschner, Esq.	No
103.00	01/04/2022	D	<u>MOTION FOR PERMISSION TO APPEAR PRO HAC VICE PB 2-16</u>   Re: Jean-Marie Atamian	No
104.00	01/06/2022	P	<u>MOTION FOR PERMISSION TO APPEAR PRO HAC VICE PB 2-16</u>  	No
105.00	01/10/2022	P	<u>NOTICE OF APPLICATION FOR PREJUDGMENT REMEDY / HEARING (JD-CV-53)</u>   RESULT: Order 1/11/2022 BY THE CLERK	Yes
105.01	01/11/2022	C	<u>ORDER</u>   RESULT: Order 1/11/2022 BY THE CLERK	No
105.02	01/11/2022	C	<u>ORDER</u>   RESULT: Order 1/11/2022 BY THE CLERK	No

Scheduled Court Dates as of 01/10/2022				
FST-CV22-6054825-S - BRUNSWICK GOLD LIMITED v. PANDION MINE FINANCE LP Et Al				
#	Date	Time	Event Description	Status
1	01/18/2022		Short Calendar SC-11 #009	

Judicial ADR events may be heard in a court that is different from the court where the case is filed. To check location information about an ADR event, select the **Notices** tab on the top of the

case detail page.

Matters that appear on the Short Calendar and Family Support Magistrate Calendar are shown as scheduled court events on this page. The date displayed on this page is the date of the calendar.

All matters on a family support magistrate calendar are presumed ready to go forward.

The status of a Short Calendar matter is not displayed because it is determined by markings made by the parties as required by the calendar notices and the [civil](#) standing orders. Markings made electronically can be viewed by those who have electronic access through the Markings History link on the Civil/Family Menu in E-Services. Markings made by telephone can only be obtained through the clerk's office. If more than one motion is on a single short calendar, the calendar will be listed once on this page. You can see more information on matters appearing on Short Calendars and Family Support Magistrate Calendars by going to the [Civil/Family Case Look-Up](#) page and [Short Calendars By Juris Number](#) or [By Court Location](#).

Periodic changes to terminology that do not affect the status of the case may be made.

This list does not constitute or replace official notice of scheduled court events.

**Disclaimer:** For civil and family cases statewide, case information can be seen on this website for a period of time, from one year to a maximum period of ten years, after the disposition date. If the Connecticut Practice Book Sections 7-10 and 7-11 give a shorter period of time, the case information will be displayed for the shorter period. Under the Federal Violence Against Women Act of 2005, cases for relief from physical abuse, foreign protective orders, and motions that would be likely to publicly reveal the identity or location of a protected party may not be displayed and may be available only at the courts.

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