

United States Bankruptcy Court for the District of Nevada	
Name of Debtor: Nevada Copper, Inc. Case Number: 24-50566	For Court Use Only Claim Number: 0000010005 File Date: 06/19/2024 09:41:43
<h2 style="margin: 0;">Proof of Claim (Official Form 410)</h2> <p style="margin: 10px 0 0 0;"> Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. </p> <p style="margin: 0 0 0 0;"> Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment. </p> <p style="margin: 0 0 0 0;"> A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571. </p> <p style="margin: 0 0 0 0;"> Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received. </p>	
04/22	

Part 1: Identify the Claim	
1. Who is the current creditor? Name of the current creditor (the person or entity to be paid for this claim): <u>Dumas Contracting USA Inc.</u> Other names the creditor used with the debtor: _____	
2. Has this claim been acquired from someone else? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
Where should notices to the creditor be sent? Name <u>Dumas Contracting USA Inc.</u> Address <u>2301-200 Bay Street, Box 19</u> <u>RBC Plaza, South Tower</u> City <u>Toronto</u> State <u>ON</u> ZIP Code <u>M5J 2J1</u> Country (if International): <u>CA</u> Phone: <u>416-594-4654</u> Email: <u>smacdonald@dumasmining.com</u>	Where should payments to the creditor be sent? (if different) Name <u>Dumas Contracting USA Inc.</u> Address <u>865 Mountjoy St. S.</u> City <u>Timmins</u> State <u>ON</u> ZIP Code <u>P4N 7W7</u> Country (if International): <u>CA</u> Phone: <u>705-406-4697</u> Email: <u>ajaved@dumasmining.com</u>
4. Does this claim amend one already filed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims register (if known) _____ Filed on _____ <div style="text-align: center;">MM / DD / YYYY</div>	5. Do you know if anyone else has filed a proof of claim for this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

No
 Yes.
 Last 4 digits of the debtor's account or any number you use to identify the debtor:

7. How much is the claim?
 \$ 418,661.00

Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?
 Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

 Mechanics Lien

9. Is all or part of the claim secured?
 No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (official Form 410-A) with this *Proof of Claim*.

Motor vehicle
 Other. Describe: _____

Basis for perfection:
 Lien

Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ 418,661.00

Amount of the claim that is unsecured: \$ _____
 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) 11.5%
 Fixed Variable

10. Is this claim based on a lease?
 No
 Yes. **Amount necessary to cure any default as of the date of petition.**
 \$ _____

11. Is this claim subject to a right of setoff?
 No
 Yes. Identify the property:

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?
 No
 Yes. *Check one:*
 Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
 Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
 Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
 Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
 Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
 Other. Specify subsection of 11 U.S.C. § 507 (a) (_____) that applies.
 * Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Amount entitled to priority
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)?
 No
 Yes. **Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9):** \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Sarah MacDonald 06/19/2024 09:41:43
Signature Date

Provide the name and contact information of the person completing and signing this claim:

Name Sarah MacDonald
Address 2301-200 Bay St., Box 19
RBC Plaza, South Tower
City Toronto
State ON Zip M5J 2J1
Country (in international) CA
Phone 416-594-4654
Email smacdonald@dumasmining.com

1 CARY B. DOMINA, ESQ.
Nevada Bar No. 10567
2 **PEEL BRIMLEY LLP**
3333 E. Serene Avenue, Suite 200
3 Henderson, Nevada 89074-6571
Telephone: (702) 990-7272
4 Fax: (702) 990-7273
cdomina@peelbrimley.com
5 *Attorneys for Dumas Contracting USA, Inc.*

6
7 **THIRD JUDICIAL DISTRICT COURT**

8 **LYON COUNTY, NEVADA**

9 DUMAS CONTRACTING USA, INC., a
Delaware corporation,

CASE NO.:
DEPT. NO.:

10 Plaintiff,

11 vs.

**MECHANIC’S LIEN FORECLOSURE
COMPLAINT**

12 NEVADA COPPER INC., a Nevada corporation;
13 RGGs LAND & MINERALS LTD LP, Delaware
limited partnership; DOES I through X; LOE
14 LENDERS I through X; ROE CORPORATIONS
I through X; TOE TENANTS I through X,
inclusive,

*[Arbitration Exemption: Title to Real
Property]*

15 Defendants.
16

17 Plaintiff, DUMAS CONTRACTING USA, INC. (“Dumas”), by and through its attorneys
18 of record, the law firm of PEEL BRIMLEY LLP, as and for its Complaint against the above-
19 named defendants complains, avers and alleges as follows:
20

21 **THE PARTIES**

22 1. At all times relevant to this Action, Dumas is and was at all times relevant to this
23 action a Delaware corporation, duly authorized and qualified to do business in Clark County,
24 Nevada as a duly licensed contractor holding Nevada State Contractor’s License No. 0081797 (A-
25 General Engineering), which license is in good standing.

26 2. Dumas is informed and believes and therefore alleges that Defendant NEVADA
27 COPPER INC. (i) is and was at all times relevant to this Action, a Nevada corporation, duly
28 authorized and qualified to do business in the state of Nevada; and (ii) the owner, reputed owner

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

1 or the person, individual and/or entity who claims an ownership interest in or with respect to that
2 certain work of improvement located in Lyon County, Nevada and more particularly described as
3 follows:

4 61 E Pursel Lane
5 Mason Valley, NV
6 Yerington, NV 89447

7 and more particularly described as LYON County Assessor Parcel Number 001-661-02, including
8 all easements, rights-of-way, common areas and appurtenances thereto, and surrounding space
9 may be required for the convenient use and occupation thereof (collectively, the “NCI Property”),
10 upon which NCI caused or allowed to be constructed certain improvements (the “NCI Work of
11 Improvement”).

12 3. The whole of the NCI Property is reasonably necessary for the convenient use and
13 occupation of the NCI Work of Improvement.

14 4. Dumas is informed and believes and therefore alleges that Defendant RGGS
15 LAND & MINERALS LTD LP (“RGGS”) (i) is and was at all times relevant to this Action, a
16 Delaware limited-liability company, duly authorized and qualified to do business in the state of
17 Nevada; and (ii) the owner, reputed owner or the person, individual and/or entity who claims an
18 ownership interest in or with respect to that certain work of improvement located in Clark
19 County, Nevada and more particularly described as follows:

20 61 E Pursel Lane
21 Mason Valley, NV
22 Yerington, NV 89447

23 and more particularly described as LYON County Assessor Parcel Numbers 001-662-01, 001-
24 662-02, 001-662-03, 001-662-04, 001-662-05, including all easements, rights-of-way, common
25 areas and appurtenances thereto, and surrounding space may be required for the convenient use
26 and occupation thereof (collectively, the “RGGS Property”), upon which RGGS caused or
27 allowed to be constructed certain improvements (the “RGGS Work of Improvement”).

28 5. The whole of the RGGS Property is reasonably necessary for the convenient use
and occupation of the RGGS Work of Improvement.

1 50. Dumas has been required to engage the services of an attorney to collect the
2 Outstanding Balance due and owing for the Work, and Dumas is entitled to recover its reasonable
3 costs, attorney’s fees and interest therefore.

4 **WHEREFORE**, Dumas prays that this Honorable Court:

5 1. Enter judgment against Defendants, and each of them, joint and severally, in an
6 amount in excess of Fifteen Thousand and no/100 Dollars (\$15,000.00) plus applicable interest;

7 2. Enter a judgment against Defendants, and each of them, jointly and severally, for
8 Dumas’ reasonable costs and attorney’s fees incurred in the collection of the Outstanding
9 Balance, as well as an award of interest thereon;

10 3. For judgment declaring that Dumas has a valid and enforceable notice of lien
11 against the Work of Improvement, with priority over all Defendants, in the amount of the
12 Lienable Amount together with costs, attorneys’ fees and interest in accordance with NRS
13 Chapter 108;

14 4. For the Court’s Order Declaring that LOE Lenders have no right to sell, convey or
15 credit bid upon the Properties until such time as the Court has ruled on Dumas’ claim for priority
16 against the LOE Lenders;

17 5. Adjudge a lien upon the Work of Improvement for the Lienable Amount, plus
18 reasonable attorneys’ fees, costs and interest thereon, and that this Honorable Court enter an
19 Order that the Properties and Work of Improvement be sold pursuant to the laws of the State of
20 Nevada, and that the proceeds of said sale be applied to the payment of sums due Dumas herein;

21 and

22 ///

23 ///

24 ///

25

26

27

28

ASSESSORS PARCEL NOS:

001-661-02

001-662-01

001-662-02

001-662-03

001-662-04

001-662-05

NOTICE OF LIEN

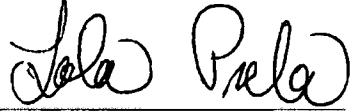
The undersigned claims a lien upon the property described in this Notice of Lien for work, materials or equipment furnished or to be furnished for the improvement of the property:

1. The amount of the original contract is: \$11,626,531.
2. The amount of additional or changed work, materials and equipment, if any, is: \$3,037,985.
3. The total amount of all payments received to date is: \$13,979,812.
4. The amount of the lien, after deducting all just credits and offsets, is: \$684,704, and as more particularly allocated in Exhibit A hereto.
5. The name of the owner, if known, of the property is: See Exhibit A hereto.
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: Nevada Copper, Inc.
7. A brief statement of the terms of payment of the lien claimant's contract is: As required by Nevada law, within 30 days of date Payment Application is submitted (but no later than 45 days – depending upon the contract language) or such shorter period as the contract may require.

8. A description of the properties to be charged with the lien is:

- Identified in Exhibit A hereto.

DUMAS CONTRACTING USA, INC.


By: 
 Print: Lola Prela
 Title: Chief Financial Officer

PROVINC OF ONTARIO)
) ss:
 CITY OF TORONTO)

I, Lola Prela, being first duly sworn on oath according to law, deposes and says:


I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true.

DUMAS CONTRACTING USA, INC.

By: 
 Print: Lola Prela
 Title: Chief Financial Officer

SUBSCRIBED AND SWORN To Before me
this 20th day of November, 2023.

Sarah MacDonald
Barrister & Solicitor


 NOTARY PUBLIC In and For the Province of Ontario

RECORDED AT THE REQUEST OF AND
 WHEN RECORDED RETURN TO:
Dumas Contracting USA, Inc.
 c/o PEEL BRIMLEY LLP
 3333 E. Serene Avenue Suite 200
 Henderson, NV 89074-6571

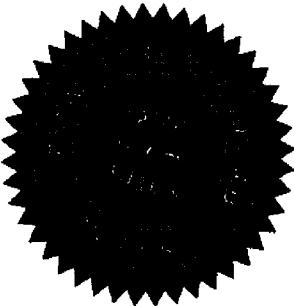


EXHIBIT A**WORK OF IMPROVEMENT OR PROPERTIES**

<u>Assessor Parcel No.</u>	<u>Description</u>
<u>001-661-02</u>	Address: 61 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.: 001-661-02
	Owner: Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Lienable Amount: \$114,117.33
<u>001-662-01</u>	Address: 61 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.: 001-662-01
	Lessee: Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner: RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount: \$114,117.33
<u>001-662-02</u>	Address: 75 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.: 001-662-02
	Lessee: Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner: RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount: \$114,117.33
<u>001-662-03</u>	Address: 67 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.: 001-662-03
	Lessee: Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner: RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount: \$114,117.33

<u>001-662-04</u>	Address:	85 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.:	001-662-04
	Lessee:	Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner:	RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount:	\$114,117.33
<u>001-662-05</u>	Address:	Mason Valley, NV
	County Assessor Parcel No.:	001-662-05
	Lessee:	Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner:	RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount:	\$114,117.33

ASSESSORS PARCEL NOS:

001-661-02

001-662-01

001-662-02

001-662-03

001-662-04

001-662-05

AMENDED AND/OR RESTATED NOTICE OF LIEN

This Amended and/or Restated Notice of Lien ("Amended Lien") amends and/or restates that certain Notice of Lien recorded on November 22, 2023, in the Official Records of the County Recorder's Office for Lyon County, Nevada as Document No. 676302 (the "Original Lien"). This Amended Lien shall reduce the amount of the Original Lien as more fully detailed below. The undersigned therefore claims an amended lien upon the property described in this Amended Lien for work, materials or equipment furnished or to be furnished for the improvement of the property identified on **Exhibit A**:

1. The amount of the original contract is: \$11,626,531.
2. The amount of additional or changed work, materials and equipment, if any, is: \$3,037,985.
3. The total amount of all payments received to date is: \$14,245,738.
4. The amount of the lien, after deducting all just credits and offsets, is: \$418,661, and as more particularly allocated in **Exhibit A** hereto.
5. The name of the owner, if known, of the property is: See **Exhibit A** hereto.
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: Nevada Copper, Inc.
7. A brief statement of the terms of payment of the lien claimant's contract is: As required by Nevada law, within 30 days of date Payment Application is submitted (but no later than 45 days – depending upon the contract language) or such shorter period as the contract may require.

EXHIBIT A**WORK OF IMPROVEMENT OR PROPERTIES**

Assessor Parcel No.	Description
001-661-02	Address: 61 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.: 001-661-02
	Owner: Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Lienable Amount: \$69,776.83
001-662-01	Address: 61 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.: 001-662-01
	Lessee: Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner: RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount: \$69,776.83
001-662-02	Address: 75 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.: 001-662-02
	Lessee: Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner: RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount: \$69,776.83
001-662-03	Address: 67 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.: 001-662-03
	Lessee: Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner: RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount: \$69,776.83

<u>001-662-04</u>	Address:	85 E Pursel Lane Mason Valley, NV
	County Assessor Parcel No.:	001-662-04
	Lessee:	Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner:	RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount:	\$69,776.83
<u>001-662-05</u>	Address:	Mason Valley, NV
	County Assessor Parcel No.:	001-662-05
	Lessee:	Nevada Copper Inc. 61 E Pursel Lane Yerington, NV 89447
	Owner:	RGGS Land & Minerals LTD LP 100 Waugh Drive, Suite 400 Houston, TX 77007
	Lienable Amount:	\$69,776.83