EXHIBIT 2

Bryce A. Suzuki (#022721)
James G. Florentine (#034058)
SNELL & WILMER L.L.P.
One East Washington Street, Suite 2700
Phoenix, AZ 85004
Telephone: 602.382.6000
Facsimile: 602.382.6070
E-Mail: bsuzuki@swlaw.com
jflorentine@swlaw.com
Attorneys for Nomad Royalty Company Ltd.

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

In re: ELEVATION GOLD MINING CORPORATION, *et at.* Debtors in a Foreign Proceeding.	Proceedings Under Chapter 15 Case No. 2:24-bk-06359-EPB (Jointly Administered) Case Nos. 2-24-bk-06364-EPB 2-24-bk-06367-EPB 2-24-bk-06368-EPB 2-24-bk-06370-EPB 2-24-bk-06371-EPB Adv. No. 2:24-ap-00252-EPB **NOMAD ROYALTY COMPANY LTD.'S RESPONSES AND OBJECTIONS TO DEFENDANTS' REQUESTS FOR ADMISSION TO PLAINTIFF NOMAD ROYALTY COMPANY LTD.**
NOMAD ROYALTY COMPANY LTD., a Canadian business corporation, Plaintiff, v. ELEVATION GOLD MINING CORPORATION, a British Columbia company; ECLIPSE GOLD MINING CORPORATION, a British Columbia company; GOLDEN VERTEX CORP., an Arizona business corporation, Defendants.	

Plaintiff Nomad Royalty Company Ltd. ("Nomad"), by and through counsel, pursuant to Federal Rule of Civil Procedure 36, made applicable in this instance by Rule 7036 of the Federal Rules of Bankruptcy Procedure, responds and objects to *Defendants' Requests for Admission to Plaintiff Nomad Royalty Company Ltd.* dated February 14, 2025 (the "Requests for Admission").[1]

[1] All capitalized terms not defined herein shall have the same meaning as in the Requests for Admission.

Snell & Wilmer L.L.P. LAW OFFICES One East Washington Street, Suite 2700 Phoenix, Arizona 85004 602.382.6000

GENERAL OBJECTIONS

1. Nomad objects to the "Definitions" and "Instructions" to the extent that they purport to impose burdens on Nomad that are broader than, additional to, inconsistent with, or not otherwise authorized by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Procedure (the "Local Rules"), or other rules, procedures, or orders of the Court. In responding to the Requests for Admission, Nomad will comply with the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, the Local Rules, and other rules, procedures, or orders of the Court.

2. These responses are made to the best of the Nomad's present knowledge, information, and belief. Nomad reserves the right to supplement, modify, or amend these responses and objections, including but not limited to after the Defendants respond to Nomad's discovery requests and produce documents responsive to such discovery requests.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that the Letter Agreement is unambiguous.

Admit_____ Deny ___X____

Nomad objects to this Request because it calls for a legal conclusion. Nomad further objects to this Request as vague and ambiguous, as Defendants fail to state what term or terms of the Letter Agreement that they specifically contend are unambiguous. Subject to, and without waiving, the foregoing objection, Nomad responds only that the Letter Agreement unambiguously creates a royalty interest in real property, and Nomad denies all other aspects of this Request.

REQUEST FOR ADMISSION NO. 2: Admit that your Royalty interest is based on the amount of gold extracted from certain locations within the Moss Mine.

Admit_____ Deny ___X_____

Nomad objects to this Request because the phrases "based on" and "from certain locations" are vague and ambiguous. Subject to, and without waiving, the foregoing objection, Nomad denies this Request on the basis that the Royalty was

Snell & Wilmer
L.L.P.
LAW OFFICES
One East Washington Street, Suite 2700
Phoenix, Arizona 85004
602.382.6000

agreed upon by the parties and creates an interest in real property, including an ownership interest in the amount of the Royalty in the proceeds from the minerals mined on the Property.

REQUEST FOR ADMISSION NO. 3: Admit that minerals extracted from the Moss Mine are severed from the real property.

Admit_____ Deny ___X_____

Nomad objects to this Request to the extent it calls for a legal conclusion. Nomad further objects to this Request because the phrase "severed from the real property" is vague and ambiguous. Subject to, and without waiving, the foregoing objection, Nomad admits only that, to the best of its knowledge and information, certain precious metals, from time to time, are mined from the Moss Mine, and Nomad otherwise denies this Request.

REQUEST FOR ADMISSION NO. 4: Admit that the Letter Agreement sets forth payment for minerals severed from the real property.

Admit_____ Deny ___X_____

Nomad objects to this Request to the extent it calls for a legal conclusion. Nomad further objects to this Request because the phrase "severed from the real property" is vague and ambiguous. Subject to, and without waiving, the foregoing objection, Nomad admits only that the Letter Agreement contemplates payment on account of the Royalty interest, and Nomad otherwise denies this Request.

REQUEST FOR ADMISSION NO. 5: Admit that the Letter Agreement does not state that the Royalty is an interest in real property.

Admit _____ Deny ___X_____

Nomad objects to this Request to the extent it calls for a legal conclusion. Subject to, and without waiving, the foregoing objection, Nomad admits only that the Letter Agreement, standing alone and without reference to other relevant documents, does not include express or verbatim language that the Royalty is "an interest in real

Snell & Wilmer
L.L.P.
LAW OFFICES
One East Washington Street, Suite 2700
Phoenix, Arizona 85004
602.382.6000

property," but denies the Request on the basis that the Letter Agreement establishes that the Royalty is an interest in real property.

REQUEST FOR ADMISSION NO. 6: Admit that the Letter Agreement does not state that the Royalty runs with the land.

Admit _____ Deny ___X_____

Nomad objects to this Request to the extent it calls for a legal conclusion. Subject to, and without waiving, the foregoing objection, Nomad admits only that the Letter Agreement, standing alone and without reference to other relevant documents, does not include express or verbatim language that the Royalty is "runs with the land," but denies the Request on the basis that the Letter Agreement establishes that the Royalty is an interest in real property that runs with the land.

REQUEST FOR ADMISSION NO. 7: Admit that the Settlement Agreement does not reference the Royalty provided for in the Letter Agreement.

Admit _____ Deny ___X_____

Nomad objects to this Request to the extent it calls for a legal conclusion. Nomad objects to this Request because the phrase "reference the Royalty" is vague and ambiguous. Subject to, and without waiving, the foregoing objection, Nomad denies this Request on the basis that the Settlement Agreement discusses the Letter Agreement, termed the "Moss Purchase Agreement" therein, and generally addresses the subject matter thereof, including the Royalty.

REQUEST FOR ADMISSION NO. 8: Admit that there is no provision in the Letter Agreement that required Defendants to segregate any funds for payment of the Royalty.

Admit _____ Deny ___X_____

Nomad objects to this Request to the extent it calls for a legal conclusion. Subject to, and without waiving, the foregoing objection, Nomad denies this Request on the basis that the Letter Agreement contemplates payment on account of the

Snell & Wilmer
L.L.P.
LAW OFFICES
One East Washington Street, Suite 2700
Phoenix, Arizona 85004
602.382.6000

Royalty interest, and nothing in the Letter Agreement or otherwise absolved GVC of its obligation to account for, segregate, and pay such amounts to the Royalty holder.

RESPECTFULLY SUBMITTED this 17th day of March, 2025.

SNELL & WILMER L.L.P.

By *s/ James G. Florentine*
Bryce Suzuki
James G. Florentine
One East Washington Street, Suite 2700
Phoenix, AZ 85004
E-Mail: bsuzuki@swlaw.com
jflorentine@swlaw.com
Attorneys for Nomad Royalty Company Ltd.

Served via email on March 17th, 2025 to:

Anthony W. Austin
Tyler Carlton
Stacy Porche
Fennemore Craig, P.C.
2394 E. Camelback Rd., Ste. 600
Phoenix, AZ 85016-3429
aaustin@fennemorelaw.com
tcarlton@fennemorelaw.com
sporche@fennemorelaw.com
Attorneys for Debtors

s/ James G. Florentine

Snell & Wilmer
L.L.P.
LAW OFFICES
One East Washington Street, Suite 2700
Phoenix, Arizona 85004
602.382.6000