Court File No.: SJM-44-2024

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF SAINT JOHN

COURT OF KING'S BENCH
SAINT JOHN, N.B.
FILED / REGISTERED
NOV 17 2026
COUR DU BANC DU ROI
SAINT JOHN, N.-B.
DÉPOSÉ / ENREGISTRÉ

IN THE MATTER OF THE RECEIVERSHIP OF:

ROYAL OAKS GOLF CLUB INC.

-and-

PURSUANT TO Section 33 of The *Judicature Act*, R.S.N.B 1973, Ch. J-2, Rule 41, Rules of Court, New Brunswick and Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3

BETWEEN: **CWB MAXIUM FINANCIAL INC.**

APPLICANT

- and -

ROYAL OAKS GOLF CLUB INC.

RESPONDENT

FIFTH REPORT OF THE COURT APPOINTED RECEIVER AND MANAGER DELOITTE RESTRUCTURING INC.

DATED NOVEMBER 16, 2026

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INTRODUCTION

1. Reference is made to the following reports of the Receiver previously filed in these Receivership Proceedings:
    i. the Receiver's First Report dated March 25, 2024 (the "**First Report**");
    ii. the Receiver's Second Report dated June 17, 2024 (the "**Second Report**");
    iii. the Receiver's Confidential Supplement to the Second Report dated June 17, 2024 (the "**Confidential Supplement**");
    iv. the Receiver's Third Report dated November 8, 2024 (the "**Third Report**"); and
    v. the Receiver's Fourth Report dated April 16, 2026 (the "**Fourth Report**")(collectively, the "**Receiver's Reports**").
2. On April 15, 2024, the Court of King's Bench of New Brunswick in Bankruptcy and Insolvency (the "**Court**") granted an order (the "**Receivership Order**") pursuant to Section 33 of the *Judicature Act*, R.S. N.B. 1973, Ch. J-2, Rule 41 of the *Rules of Court* of New Brunswick, and Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") appointing Deloitte Restructuring Inc. ("**Deloitte**") as the receiver and manager (the "**Receiver**") without security, of all of the assets, undertakings and properties of the Royal Oaks Golf Club Inc. ("**ROGC**") acquired for, or used in relation to a business carried on by ROGC (the "**Property**").
3. In addition to the Receivership Order, the Court also granted an order (the "**Sale Process Order**") authorizing and approving the Receiver to proceed with the sale and investment solicitation process (the "**SISP**") as outlined in the First Report.
4. On June 18, 2024, the Receiver provided the Court with the Second Report along with the Confidential Supplement that:
    i. provided an update on the Receiver's activities since the granting of the Receivership Order;
    ii. requested that the Court grant the Sale Approval and Vesting Order;
    iii. requested that the Court grant the Confidentiality Order covering the contents of the Confidential Supplement; and
    iv. requested the Court grant the Activities Order approving the Receiver's activities as contained in the First Report and the Second Report.
5. On June 27, 2024, the Court granted:

i. the Sale Approval and Vesting Order; and

ii. the Confidentiality Order (collectively, the "**June 27 Orders**").

6. On July 17, 2024, the Receiver filed the Receiver's Certificate with the Court advising that the Transaction contemplated by the Sale Approval and Vesting Order had closed on July 15, 2024. On the same date, as required by the Court, the Receiver's legal counsel provided copies of the Receiver's Certificate and the Confidential Supplement to the members of the service list and posted the same documents to the Receiver's Website.

7. On November 13, 2024, the Receiver provided the Court with the Third Report that:

   i. provided an update on the Receiver's activities since the granting of the June 27 Orders;

   ii. requested that the Court grant the CWB Distribution Order;

   iii. requested that the Court grant the Claims Process Order;

   iv. requested that the Court grant the Fee Approval Order; and

   v. requested that the Court grant the Activities Order.

8. On December 9, 2024, the Court granted the CWB Distribution Order.

9. On December 17, 2024, the Court granted the Claims Process Order.

10. On April 23, 2026, the Receiver provided the Court with the Fourth Report that:

    i. provided an update on the Receiver's activities since the granting of the CWB Distribution Order and the Claims Process Order;

    ii. provided an overview of the results of the claims process;

    iii. requested the Court grant the Distribution Order;

    iv. requested the Court grant the Second Activities Order; and

    v. requested the Court grant the Discharge Order.

11. On July 17, 2026, legal counsel to TW1 ("**TW1 Counsel**") delivered correspondence to the Receiver advising that TW1 intended to challenge the distribution to Lunn (the "**Lunn Distribution**") contemplated under the Distribution Order (the "**July 17 Letter**").

12. On July 21, 2026, in response to the July 17 Letter, legal counsel to the Receiver advised the Court that the Receiver was amending the relief sought under the Distribution Order to exclude the Lunn Distribution and deferring its request for the Discharge Order (the "**Revised Distribution Order**").

13. On July 26, 2026, a hearing was held with this Court to discuss the relief being sought by the Receiver as outlined in the Fourth Report, including the request for the Revised Distribution Order (the "**July 26 Hearing**").

14. On August 12, 2026, the Court approved the relief sought by the Receiver, which included the Revised Distribution Order (the "**August 12 Order**").

PURPOSE

15. The purpose of the fifth report of the Receiver (the "**Fifth Report**") is to provide the Court with an update with respect to:

    i. the Receiver's activities since the granting of the August 12 Order; and

    ii. the Receiver's activities with respect to the Lunn Distribution, as further described herein.

TERMS OF REFERENCE AND DISCLAIMER

16. In preparing this Fifth Report, the Receiver has been provided with, and has relied upon, unaudited, draft, and/or internal financial information and information from third-party sources (collectively, the "**Information**"). Except as described in this Fifth Report:

    i. The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Audit Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.

    ii. Deloitte has prepared this Fifth Report in its capacity as Receiver to provide background to the Court in its consideration of the matters addressed herein. Parties using this Fifth Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

17. Unless otherwise stated, all dollar amounts contained in this Fifth Report are expressed in Canadian dollars.

18. Capitalized terms not otherwise defined herein have the meanings ascribed to them in various materials filed with Court in these Receivership Proceedings which can be found on the Receiver's Website at www.insolvencies.deloitte.ca/royaloaks.

ACTIVITIES OF THE RECEIVER

19. Since the granting of the August 12 Order, the Receiver's activities have included, but were not limited to, the following:
    i. completing the distribution of funds to the creditors of ROGC in accordance with the Revised Distribution Order;
    ii. participating in discussions with creditors;
    iii. participating in discussions with legal counsel;
    iv. reviewing materials filed by TW1 Counsel and legal counsel to Lunn ("**Lunn Counsel**") regarding the Lunn Distribution, as further discussed herein;
    v. maintaining the Receiver's Website; and
    vi. preparing and filing this Fifth Report with Court.

LUNN DISTRIBUTION

20. At paragraphs 23 to 27 of its Fourth Report, the Receiver outlined its reasoning for accepting the Lunn Claim.
21. Subsequent to the filing of the Fourth Report, TW1 Counsel provided the Receiver with the July 17 Letter. As discussed above at paragraph 12, in response to the matters raised in the July 17 Letter, legal counsel to the Receiver advised the Court that the Receiver was revising the relief sought under the proposed Distribution Order, resulting in the Revised Distribution Order.
22. The August 12 Order established the following milestone dates as regards the dispute regarding the Lunn Claim:
    i. on or before September 18, 2026, Lunn to provide the Receiver with any responding materials to the July 17 Letter (the "**Lunn Filing**");
    ii. on or before October 9, 2026, TW1 to provide the Receiver with any responding materials to the Lunn Filing (the "**TW1 Response**");

iii. on or before October 19, 2026, Lunn to provide the Receiver with any rebuttal submissions to the TW1 Response (the "**Lunn Response**");

iv. on or before November 16, 2026, the Receiver to file a report to the Court with respect to the Lunn Claim; and

v. on November 25, 2026, the Court will hold a case management call (the "**Case Management Call**") with counsel.

Materials provided to the Receiver

23. As at the date of this Fifth Report, the Receiver advises the Court of the following:

    i. on September 18, 2026, the Receiver received the Lunn Filing, which was comprised of the sworn Affidavit of Walter Steven Lunn and a legal brief;

    ii. on October 9, 2026, the Receiver received the TW1 Response, which was comprised of the sworn Affidavit of Nicole Clouthier and a legal brief; and

    iii. on October 16, 2026, the Receiver received the Lunn Response, which was comprised of a legal Reply Brief. (collectively, the "**Submissions**")

24. The Receiver and its legal counsel have reviewed the Submissions and have prepared a timeline summarizing relevant events (the "**Lunn Timeline**"), a copy of which is attached hereto as **Appendix A**. A copy of the Lunn Timeline has previously been provided to TWI Counsel and Lunn Counsel.

November 6 Call

25. On November 6, 2026, the Receiver convened a conference call with its legal counsel, TW1 Counsel, and Lunn Counsel to discuss the Lunn Distribution (the "**November 6 Call**"). In advance of the November 6 Call, TW1 Counsel and Lunn Counsel provided the Receiver with a listing of legal issues to be determined with respect to the Lunn Claim (the "**Joint Statement of Issues**"), a copy of which is attached hereto as **Appendix B**.

26. The Receiver and its legal counsel have reviewed the Joint Statement of Issues and is satisfied that it identifies the relevant issues for determination by the Court in connection with the Lunn Distribution, other than a possible issue regarding privilege, of which the parties are aware and are attempting to resolve.

27. During the November 6 Call, TW1 Counsel and Lunn Counsel indicated that each would provide the Receiver with separate statements of fact setting out the facts which they considered to be relevant to the issues identified in the Joint Statement of Issues.
28. On November 9, 2026, Lunn Counsel provided the Receiver with a statement of facts (the "**Lunn Statement of Facts**"), a copy of which is enclosed as **Appendix C**.
29. On November 13, 2026 TW1 Counsel provided the Receiver with a statement of facts (the "**TW1 Statement of Facts**"), a copy of which is attached hereto as **Appendix D.**
30. The parties did not undertake to provide the Receiver with a joint statement of facts, and none has been received.
31. The Receiver and its legal counsel confirmed their willingness to try to facilitate a resolution of the dispute, if the parties considered this would be of assistance.

Procedure moving forward

32. During the November 6 Call, the parties discussed the upcoming Case Management Call and the proposed procedural steps for advancing the matters relating to the Lunn Distribution. This included:
    (i) submissions made by the parties to the Receiver would not be appended to the Fifth Report, other than the Joint Statement of Issues, and each of the separate statements of fact;
    (ii) the parties would file materials with the Court in accordance with filing dates to be established by the Court, which may (or may not) include all or portions of the Submissions made to the Receiver;
    (iii) if the parties are unable to resolve the privilege issue, it should be determined by the Court as a preliminary issue in advance of the substantive hearing;
    (iv) cross-examination on Affidavits may be required; and
    (v) the Court should set aside two (2) days for the hearing.

33. The Receiver will revisit its adjudication of the Lunn Claim, taking into account all materials provided and filed, and will set out its recommendation to the Court in a further report to be filed in advance of the hearing.

CONCLUSION

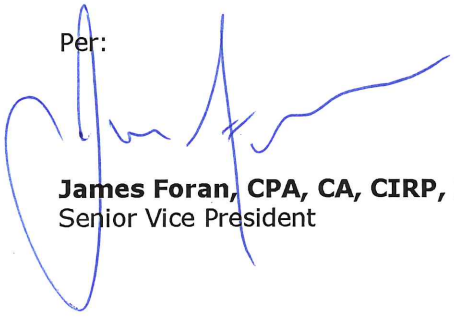
34. The Fifth Report has been prepared to provide this Court with an update on the Receiver's activities since the July 26 Hearing (including developments relating to the Lunn Distribution), the issues regarding the Lunn Claim which have been identified as requiring determination by the Court, and the proposed procedural steps moving forward.

All of which has been respectively submitted on November 16, 2026.

DELOITTE RESTRUCTURING INC.

Acting solely in its capacity as
Court Appointed Receiver and Manager of Royal Oaks Golf Club Inc.
and not in its personal capacity

Per:



James Foran, CPA, CA, CIRP, LIT
Senior Vice President

APPENDIX A – LUNN TIMELINE



Royal Oaks Golf Club Inc.

Timeline analysis of Lunn Put Option

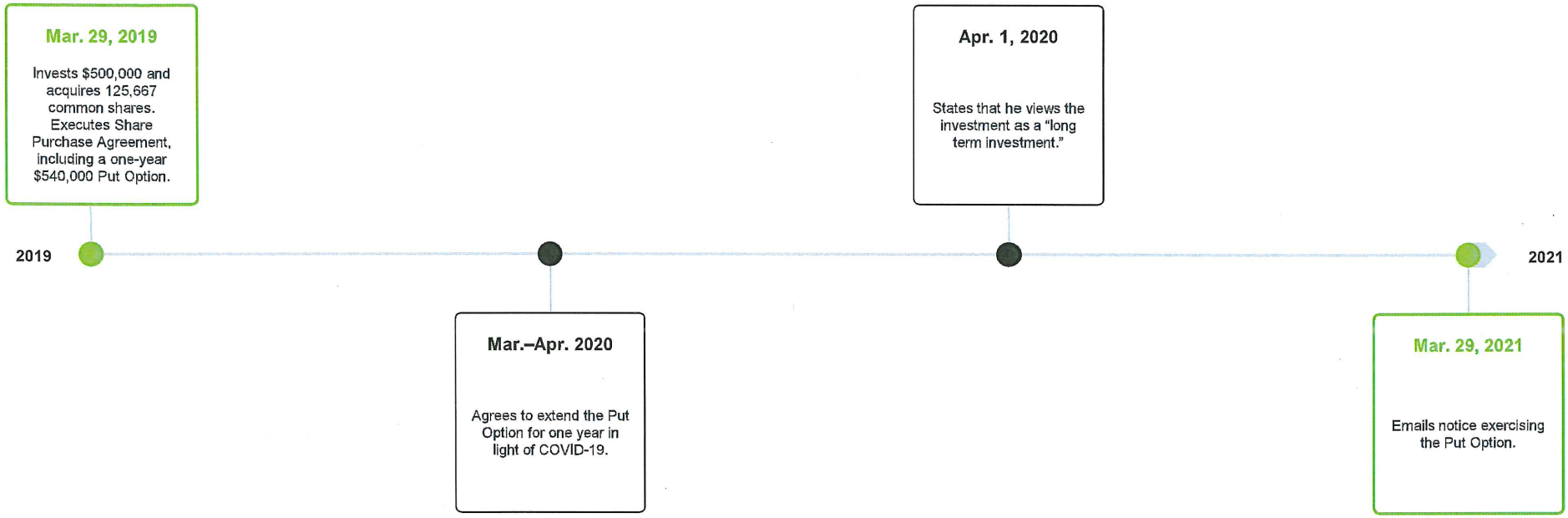
PRIVATE AND CONFIDENTIAL

Draft - for discussion purposes only

November 2026

Lunn share purchase and put option timeline

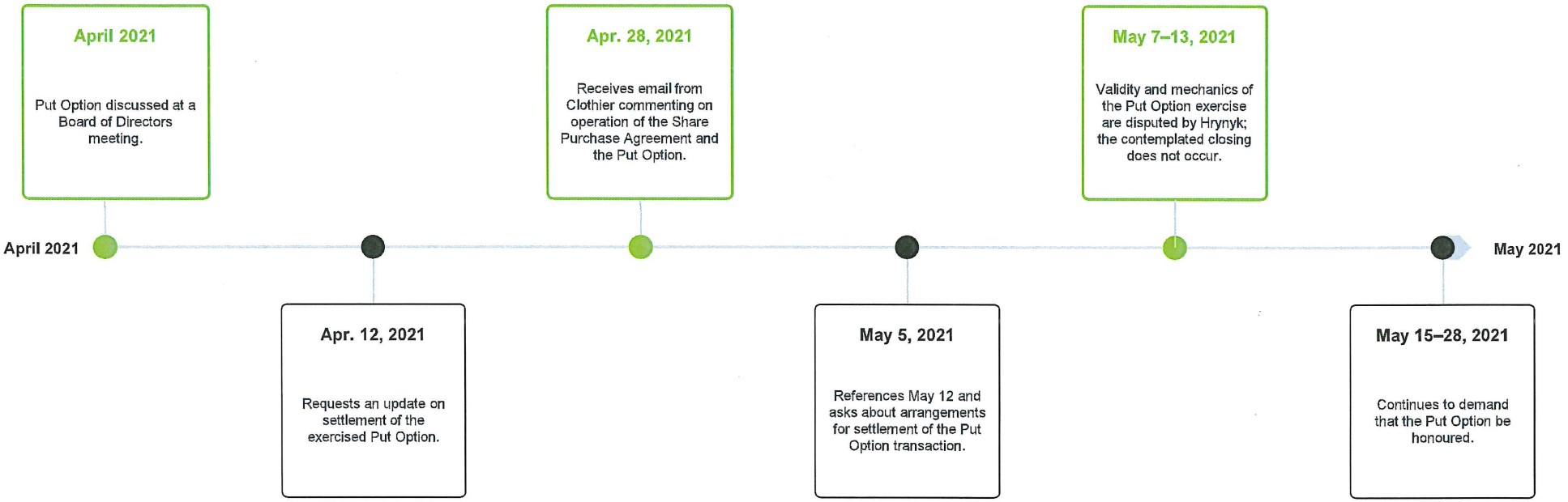
Investment, extension and exercise | March 2019 to March 2021



Lunn share purchase and put option chronology

Lunn share purchase and put option timeline

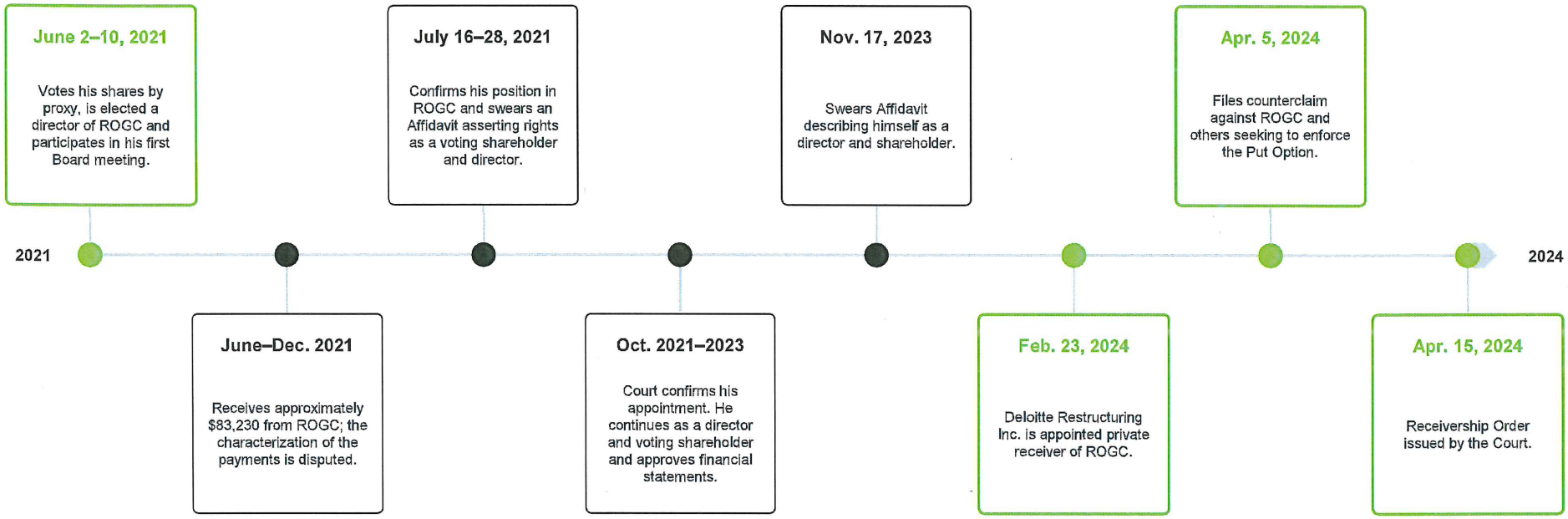
Exercise, communications and failed closing | April to May 2021



Lunn share purchase and put option chronology

Lunn share purchase and put option timeline

Subsequent conduct, enforcement and receivership | June 2021 to April 2024



Lunn share purchase and put option chronology

APPENDIX B – JOINT STATEMENT OF ISSUES

ISSUES

1. Does Mr. Lunn have a provable claim against ROGC? If so, in what amount?

    (a) Did Mr. Lunn provide notice to ROGC of the exercise of the put option?

    (b) Did Mr. Lunn's exercise of his put option in March 2021 result in indebtedness of ROGC to Mr. Lunn?

    (c) Was the put option subsequently cancelled?

    (d) Why did ROGC pay Mr. Lunn $83,230.00 in 2021?

    (e) Is Mr. Lunn's claim against ROGC barred by operation of the *Limitation of Actions Act*?

    (f) If Mr. Lunn has a provable claim against ROGC for $500,000, does interest accrue on that amount? If so, from what date and at what rate?

2. If Mr. Lunn has a provable claim against ROGC:

    (a) Is it an equity claim as defined at section 2 of the BIA?

    (b) Does it have priority over TW1's equity claim as a preferred shareholder of ROGC?

APPENDIX C – LUNN STATEMENT OF FACTS

- Share Purchase Agreement
  - Drafted by Nicole Clouthier, a lawyer and principal of TW1
  - Mr. Lunn did not have independent legal advice
- Put Option
  - Provided for payment of $540,000 in one year by HR Corporate Strategies Inc, TW1, and/or ROGC
  - One year extension requested by HR and TW1 and agreed by Lunn in exchange for a coupon paying interest on the $540,000 at 8%.
  - Mr. Lunn exercised his Put Option against ROGC, HR and TW1 in March 2021
  - The exercise of the Put Option was tabled at a directors meeting of ROGC shortly thereafter.
  - $40,000 of the $540,000 debt was paid by ROGC as well as the additional interest of $43,230.00 between June and December 2021. Payments were made after Mr. Lunn voted at shareholder meetings of ROGC.
  - ROGC did not declare dividends on common shares in 2021.
  - Nicole Clouthier advised Mr. Lunn that the Put Option was cancelled when the balance owing was not paid within 30 days of the exercise.
  - Mr. Lunn trusted and believed Ms. Clouthier.
  - Mr. Lunn did not have legal advice, other than what he received from Ms. Clouthier.
  - Ms. Clouthier advised and encouraged Mr. Lunn to vote his shares.
  - The SPA was silent on whether Mr. Lunn could vote the shares if the Put Option was not cancelled pursuant to s. 2.5 of the SPA.
  - Mr. Lunn did not have legal advice until March 2024
  - Mr. Lunn signed documents that were either drafted by Ms. Clouthier and her counsel or significantly modified by Ms. Clouthier and her counsel that purported to cancel the Put Option

- The "Judgement" wherein Mr. Lunn was acknowledged by the Court as a director of ROGC was in a proceeding between TW1 and Patrick and Aline Miniutti and dealt with a call notice whereby TW1 purchased the Miniutti's preferred shares in ROGC. The status of Mr. Lunn's put option and the debt created thereunder was not an issued decided upon by the Court. Mr. Lunn was not a party to those proceedings (nor was ROGC) and was not represented at those proceedings.
- TW1 benefited from that decision, as it allowed it to purchase the preferred shares in TW1
- Prior to the Receivership Mr. Lunn requested that ROGC's indebtedness to him be reflected in the financial records of ROGC.
- In 2024 TW1 sought to use ROGC's indebtedness to Lunn pursuant to the exercise of the Put Option as part of a proposal to purchase ROGC through the Receivership
- Mr. Lunn did not stop seeking payment of the balance of the amount owing to him
- HR and TW1 have not paid him.
- Litigation is ongoing
- ROGC acquired financing from time to time through arm's length third party lenders.

APPENDIX D – TWI STATEMENT OF FACTS

TW1 Statement of Facts Following November 6th call with Receiver

Material Facts

1. On March 29, 2019, Mr. Lunn purchased 125,667 Class A Common Shares in ROGC for $500,000 pursuant to a Share Purchase Agreement (the "SPA").

2. Section 2.4 of the SPA provided Mr. Lunn with a Put Option, by which Mr. Lunn could require the other shareholders and/or ROGC to purchase his shares for $540,000 after one year. Sections 2.5 and 2.6 of the SPA provided Mr. Lunn with the right to cancel the Put Option and specified that, unless or until his Put Option was cancelled, Mr. Lunn would not vote his shares.

3. In March 2020, the parties agreed to extend the Put Option for one year. The terms of this agreement were documented by email of April 10, 2020. They included a payment to Mr. Lunn as consideration for the extension, payable in March of 2021.

4. In March of 2021, Mr. Lunn exercised the Put Option against the shareholders, TW1 and HR. Mr. Lunn did not exercise the Put Option against ROGC.

5. HR refused to recognize the Put Option. Mr. Lunn's shares were not purchased.

6. As his shares were not purchased, Mr. Lunn took the position that the Put Option was cancelled and that he could exercise his voting rights as a shareholder.

7. Mr. Lunn exercised his voting rights as a shareholder from June 2, 2021 until the Receiver's appointment on February 23, 2024.

8. Mr. Lunn was appointed as a director of ROGC on June 2, 2021.

9. Mr. Lunn's appointment as a director was challenged in Court. Mr. Lunn provided affidavit evidence to the Court in support of an order validating his appointment. The Court confirmed Mr. Lunn's appointment as a director.

10. Between June and December 2021, ROGC paid Mr. Lunn the $83,200 owed in relation to the Put Option extension in accordance with the email of April 10, 2020.

11. Mr. Lunn did not, at any time prior to the receivership, assert that he was entitled to any payment from ROGC other than the $83,200 that was agreed in 2020 and paid in 2021.

12. Mr. Lunn voted as a director of ROGC from June of 2021 until the Receiver's appointment on February 23, 2024.

13. Mr. Lunn voted to approve ROGC's financial statements for 2020, 2021 and 2022. The financial statements recorded Mr. Lunn's 125,667 common shares as part of the issued share capital and did not record any debt owing to him in relation to the Put Option.

14. From 2021 until the Receiver's appointment, all shareholders and directors, including Mr. Lunn, had access to ROGC's internal financial records prepared by ROGC's bookkeeper in the ordinary course of business. This included ROGC's year-end balance sheets for 2020, 2021, 2022 and 2023. Those records showed no amount owing to Mr. Lunn other than $6,645.80 arising from an exchange rate adjustment when he purchased his shares.

15. Mr. Lunn did not, at any time prior to the receivership, assert that the internal financial records of ROGC were incorrect.

Additional Facts

Mr. Lunn asserts that some steps referenced above were taken by him in reliance upon advice from Nicole Clouthier. TW1 disputes this allegation and notes the following:

1. Mr. Lunn is a sophisticated senior executive and corporate director, with more than 30 years of experience leading high-profile, billion-dollar infrastructure and real property development projects in many countries.

2. Ms. Clouthier is trained as a lawyer but has never practised law in Canada. She was not acting as a lawyer at the time of any events material to this matter.

3. Mr. Lunn did not seek any legal advice from Nicole Clouthier when entering the SPA or at any time.

4. In March and April of 2021, HR and Miniutti sought to take control of ROGC to force its sale. This would have resulted in losses to TW1 and Mr. Lunn with respect to their respective investments in ROGC.

5. The actions of HR and Miniutti included Miniutti's purported "immediate conversion" of his preferred shares to voting common shares in order for Mr. Miniutti to appoint a nominee (Mr. Hrynyk's wife) to the Board to give HR and Miniutti control.

6. TW1 responded by asserting a right to call the Miniutti preferred shares and initiating legal proceedings to vindicate that right.

7. In this context, Mr. Lunn had to decide whether to take steps to enforce the Put Option or to cancel the Put Option and act as a voting shareholder and director of ROGC.

8. Mr. Lunn sought legal advice. Specifically:

   (a) on May 25, 2021, Mr. Lunn asked Ms. Clouthier if she had any recommendations for a good lawyer;

   (b) on May 28, 2021, Ms. Clouthier provided Mr. Lunn with the contact information for solicitor Maria Henheffer at the law firm of Brenton Kean;

   (c) on June 2, 2021, Mr. Lunn advised Ms. Clouthier that he had a lawyer.

9. Mr. Lunn subsequently confirmed his decision to act as a voting shareholder and director of ROGC and so acted from June of 2021 until the receivership.

10. TW1 relied upon Mr. Lunn's decision to remain a shareholder and to act as a director of ROGC in deciding to follow through with the purchase of the Miniutti preferred shares in or around December of 2021.

11. TW1, supported by Mr. Lunn, was successful in improving the financial position of ROGC.