

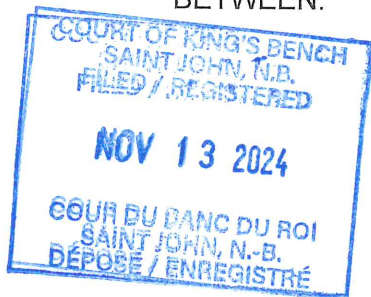
IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF ROYAL OAKS GOLF CLUB INC.

- and -

PURSUANT TO section 33 of the *Judicature Act*, RSNB 1973, c J-2, Rule 41 of the *Rules of Court*, NB Reg 82-73 and section 243 of the *Bankruptcy and Insolvency Act* RSC 1985 c B-3

BETWEEN:



CWB MAXIUM FINANCIAL INC.,

APPLICANT

- and -

ROYAL OAKS GOLF CLUB INC.,

RESPONDENT.

NOTICE OF MOTION (FORM 37A)		AVIS DE MOTION (FORMULE 37A)
TO:	The Persons on the Service List attached and marked as Schedule "A" to this Notice of Motion	Destinataire:
The Receiver, Deloitte Restructuring Inc. (the "Receiver") will apply to the Court of King's Bench of New Brunswick at the Saint John Law Courts, 10 Peel Plaza, Saint John, New Brunswick on the <u>4th</u> day of <u>December</u> , 2024, at <u>9 : 30 a</u> .m. for the following relief:		Le séquestre, Deloitte Restructuring Inc. demandera à la Cour du Banc du Roi du Nouveau-Brunswick au Palais de justice de Saint John, 10 Peel Plaza, Saint John, Nouveau-Brunswick le _____ à _____ d'ordonner :
a) An order validating the timing and method of service of this Notice of Motion, the supporting affidavits, the Receiver's Third Report and the Record on Motion such that this motion is properly returnable and hereby dispenses with further service hereof;		

<ul style="list-style-type: none"> b) in the alternative to the relief sought in paragraph (a), an order, if necessary, abridging the time for service of this motion, excusing the lack of service of this motion or excusing the lack of service of the Record on Motion; c) an order approving the activities of the Receiver to date as described in the Third Report of the Receiver dated November 7, 2024 (the "Third Report"); d) an order approving the fees and disbursements of the Receiver and its legal counsel to date as provided in the Third Report and authorizing the payment of same; e) an order substantially in the form attached as Schedule "B" approving the interim distribution of the Receivership proceeds currently in the possession of the Receiver to secured creditors as set out in the Receiver's Third Report; f) an order substantially in the form attached as Schedule "C" approving the non-related party Claims Process as set out in the Third Report; g) an order directing the Receiver to pay the remaining proceeds of the Receivership after the completion of the Claims process in sought paragraph f) to the Court; and h) such further and other relief as counsel for the Receiver may advise and this Honourable Court deems just and equitable. 	
<p>The grounds to be argued are as follows:</p>	<p>Les motifs à discuter sont les suivants:</p>
<ul style="list-style-type: none"> a) On April 15, 2024, the Receiver was appointed by Order of this Court as the receiver of all of the assets, undertakings and properties of Royal Oaks Golf Club Inc. ("Royal Oaks") pursuant to the Receivership Order; 	

- b) On June 30, 2024, the Court issued a Sale Approval and Vesting Order authorizing the sale of Royal Oak's assets, undertakings and property (the "Royal Oaks Assets") pursuant to the Confidential Supplement to the Second Report of the Receiver;
- c) On or about July 15, 2024, the sale of Royal Oaks Assets was concluded and the sale proceeds for the Assets (the "Sale Proceeds") have been paid to the Receiver;
- d) CWB Maxium Financial Inc. ("CWB Maxium") has a first ranking security over the Sale Proceeds;
- e) Based on the information currently available to the Receiver in respect of outstanding amounts to the senior secured creditor, CWB Maxium, there are sufficient Sale Proceeds to fully address CWB Maxium's claim, such that after the payment of CWB Maxium's claim, the remaining Sale Proceeds will be distributed.
- f) The Receiver intends to distribute the amount of \$2,394,177.00 plus accrued interest to CWB Maxium for its first rank security interest in the Sale Proceeds as provided in the Third Report;

Claims Process

- g) The Receiver seeks Court approval to commence a non-related party claims process to assess the claims against Royal Oaks and their relative priority. Such claims processes are required to qualify/quantify stakeholder debt and to allow for a fair and equitable distribution of the Sale Proceeds (collectively, the "Claims Process"). The Receiver is seeking approval of a claims procedure to identify all creditors (the "Creditors") with claims in respect of Royal Oaks, including the determination of such creditor claims

(the "Creditors Claim Procedure"), as more particularly outlined in the Third Report.

h) The Receiver seeks a Claims process for the following reasons:

- (i) substantially all of the assets of Royal Oaks have been sold and it is necessary to establish a process for a fair and equitable distribution of the Sale Proceeds;
- (ii) it is anticipated that there are sufficient Sale Proceeds to fully address Royal Oaks' creditor claims such that there may be a partial recovery for Royal Oaks' shareholders;
- (iii) there is no other use for the Sale Proceeds other than to distribute it to Royal Oaks' creditors and shareholders;
- (iv) the proposed Claims Process will allow for the most efficient, timely and cost-effective distribution of the Sale Proceeds to the creditors of Royal Oaks; and
- (v) no prejudice will result from approving the proposed Claims Process.


Surplus funds

i) The Receiver is seeking Court approval to issue any residual funds to the Court upon the completion of the Claims Process for the following reasons:

- (i) there are multiple open matters before the Court regarding Royal Oaks, its Shareholders and Related Party Creditors; and
- (ii) These disputes are better resolved outside of this proceeding;

j) Such other grounds as this Honourable Court may deem just.

The Receiver, Deloitte Restructuring Inc. will rely upon:	Le séquestre invoquera les dispositions législatives et règles suivantes :
<ul style="list-style-type: none"> a) the Receivership Order, dated August 15, 2024, including paragraphs 20, 21, 22, and 30; b) the Sales Process Order, dated April 15, 2024; c) the <i>Bankruptcy and Insolvency Act</i>, RSC 1985, c B-3, including section 243(1), 244, 246(3), 247, 248 and 249; d) the <i>Bankruptcy and Insolvency General Rules</i>, CRC c 368, including sections 11, 13 and 127; and e) the <i>Judicature Act</i>, RSNB 1973, c J-2, including section 33; and f) the <i>Rules of Court</i>, NB Reg 82-73, including 1.03(2), 2.01, 2.02, 3.02(1-2), 37.04(2), 41, 41.06 and 41.11. 	
Upon the hearing of the motion, the following affidavits and other documentary evidence will be presented:	À l'audition de la motion, les affidavits ou les autres preuves littérales suivantes seront présentées
<ul style="list-style-type: none"> a) The Receiver's Third Report dated November 8, 2024; b) The Affidavit of James Foran, sworn to on November 8, 2024; c) The Affidavit of Anthony S. Richardson, sworn to on November 12, 2024; and d) Such further and other affidavit and documentary evidence as counsel may advise. 	

You are advised that:	Sachez que :
<ol style="list-style-type: none"> 1. you are entitled to issue documents and present evidence at the hearing in English or French or both; 2. The Receiver, Deloitte Restructuring Inc., intends to proceed in the English language; and 3. if you intend to proceed in the other official language, an interpreter may be required and you must so advise the Clerk of the Court at least 5 days before the hearing. 	<ol style="list-style-type: none"> 1. vous avez le droit d'émettre des documents et de présenter votre preuve à l'audience en français, en anglais ou dans les deux langues; 2. le séquestre, PricewaterhouseCoopers Inc., a l'intention d'utiliser la langue anglaise; et 3. si vous avez l'intention d'utiliser l'autre langue officielle, les services d'un interprète pourront être requis et vous devrez en aviser le greffier au moins 7 jours avant l'audience.
DATED at Fredericton, New Brunswick, this 12 th day of November, 2024.	
 <hr/> McInnes Cooper Per: Tony S. Richardson Solicitors for the Receiver, Deloitte Restructuring Inc. McInnes Cooper Suite 600, Barker House 570 Queen Street, PO Box 610 Fredericton, NB E3B 5A6 Tel: (506) 458-8572 Fax: (506) 458-9903 Email: tony.richardson@mcinnescooper.com File: 245534	

SCHEDULE "A"

1.	<p>James Foran and Ian Lewis Deloitte Restructuring Inc. Queen's Marquee 1741 Lower Water Street, Suite 800 Halifax, NS B3J 0J2 Email: jforan@deloitte.ca / ilewis@deloitte.ca</p> <p>Court-Appointed Receiver of Royal Oaks Golf Club Inc.</p>
2.	<p>Royal Oaks Golf Club Inc. 401 Royal Oaks Blvd. Moncton, NB E1H 0A2</p>
3.	<p>Joshua J. Santimaw BoyneClarke LLP 99 Wyse Road, Suite 600 Datmouth, NS B3A 4S5 Email: JSantimaw@boyneclarke.ca</p> <p>Solicitors for CWB Maxium Financial Inc.</p>
4.	<p>Josie Marks Alana Waberski Stewart McKelvey Blue Cross Centre 644 Main Street, Suite 601 Moncton, NB E1C 1E2 Email: jmarks@stewartmckelvey.com</p> <p>Solicitors for TWI Oaks Inc. and Esmond and Natalie Clouthier</p>
5.	<p>George L. Cooper, K.C. Cox & Palmer Blue Cross Centre 644 Main Street, Suite 500 Moncton, NB E1C 1E2 Email: gcooper@coxandpalmer.com</p> <p>Solicitors for HR Corporate Strategies Ltd. and Sunset CRE Investments LCP</p>
6.	<p>Michael Brenton Brenton Kean 75 Prince William Street Saint John, NB E2L 2B2 Email: mdb@brentonkean.com</p> <p>Solicitors for Walter Steven Lunn</p>
7.	<p>Office of the Superintendent in Bankruptcy Room 1605, Maritime Centre 1505 Barrington Street Halifax, NS B3J 3K5 Email: osbservice-bsfservice@ised-isde.gc.ca</p>

8.	Canada Revenue Agency 100 – 145 Hobson's Lake Drive Halifax NS B3S 0J1 Attn: Maeve Baird / Deanna Frappier, K.C. Email: Maeve.baird@justice.gc.ca / Deanna.Frappier@justice.gc.ca
9.	Ford Credit Canada Company PO Box 2400 Edmonton, AB T5J 5C7 Fax: 1 (866) 367-3888

SCHEDULE "B"

Court File No.: SJM-44-2024

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF ROYAL OAKS GOLF CLUB INC.

- and -

PURSUANT TO section 33 of the *Judicature Act*, RSNB 1973, c J-2, Rule 41 of the *Rules of Court*, NB Reg 82-73 and section 243 of the *Bankruptcy and Insolvency Act* RSC 1985 c B-3

BETWEEN:

CWB MAXIUM FINANCIAL INC.,

APPLICANT

- and -

ROYAL OAKS GOLF CLUB INC.,

RESPONDENT.

INTERIM DISTRIBUTION ORDER

UPON READING the Notice of Motion of the Receiver, Deloitte Restructuring Inc. (the "**Receiver**") in its capacity as Receiver over the assets, undertakings and properties of Royal Oaks Golf Club Inc. ("**Royal Oaks**"), dated November __, 2024;

AND UPON READING the Affidavit of James Foran, sworn to on November 8, 2024, the Affidavit of Anthony S. Richardson sworn to on November 12, 2024 and the Receiver's Third Report, dated November 8, 2024 (collectively, the "**Supporting Documents**");

AND UPON HEARING Anthony S. Richardson on behalf of the Receiver and such other counsel as appeared and were heard on the Motion;

IT IS HEREBY ORDERED THAT:

1. The timing and method of service for the Notice of Motion, Supporting Documents and the Record on Motion are hereby validated, such that this Motion is properly returnable and further service hereof is dispensed with.

2. The activities of the Receiver, as set out in the various Reports filed by the Receiver with this Honourable Court, are hereby approved.
3. The fees and disbursements of the Receiver and its legal counsel as set out in the Supporting Documents (the “**Administrative Fees and Disbursements**”) are hereby approved and the Receiver is hereby authorized to pay the Administrative Fees and Disbursements from the Receivership.
4. After payment of the aforementioned Administrative Fees and Disbursements, the Receiver is hereby authorized to issue an interim distribution to the secured creditors in accordance with the Receiver’s Third Report.
5. After payment of the aforementioned Administrative Fees and Disbursements, the distribution to the Secured Creditors and completion of the non-related party Claims process, the Receiver is hereby authorized to issue the remaining funds to the Court.
6. Upon and after the payment mentioned in the preceding paragraphs, the Receiver shall continue to have the benefit of the provision of all Orders made in these proceeding, together with all approvals, protections and stays of proceedings in favour of Deloitte Restructuring Inc., in its capacity as Receiver, including but not limited to those protections set forth within the *Bankruptcy and Insolvency Act*.
7. This Order and all of its provisions are effective as of 12:01 am local time on the date of this Order.

DATED at Saint John, New Brunswick, this ____ day of November, 2024.

A Justice of the Court of King’s Bench of
New Brunswick

SCHEDULE "C"

Court File No.: SJM-44-2024

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF ROYAL OAKS GOLF CLUB INC.

- and -

PURSUANT TO section 33 of the *Judicature Act*, RSNB 1973, c J-2, Rule 41 of the *Rules of Court*, NB Reg 82-73 and section 243 of the *Bankruptcy and Insolvency Act* RSC 1985 c B-3

BETWEEN:

CWB MAXIUM FINANCIAL INC.,

APPLICANT

- and -

ROYAL OAKS GOLF CLUB INC.,

RESPONDENT.

CLAIMS PROCESS ORDER

UPON READING the Notice of Motion of the Receiver, Deloitte Restructuring Inc. (the "**Receiver**") in its capacity as Receiver over the assets, undertakings and properties of Royal Oaks Golf Club Inc. ("**Royal Oaks**"), dated November 12, 2024;

AND UPON READING the Affidavit of James Foran, sworn to on November 8, 2024, the Affidavit of Anthony S. Richardson sworn to on November 12, 2024 and the Receiver's Third Report, dated November 8, 2024 (collectively, the "**Supporting Documents**");

AND UPON HEARING Anthony S. Richardson on behalf of the Receiver and such other counsel as appeared and were heard on the Motion;

IT IS HEREBY ORDERED THAT:

SERVICE

8. The timing and method of service for the Notice of Motion, Supporting Documents and the Record on Motion are hereby validated, such that this Motion is properly returnable and further service hereof is dispensed with.

CLAIMS PROCESS

9. The following claims process is hereby approved:

(a) A claims procedure to identify all non-related party creditors (the “**Creditors**”) with claims in respect of Royal Oaks, including the determination of such creditor claims (the “**Creditors Claim Procedure**”).

10. The claims process shall be conducted in the following manner:

Creditor Claims Procedure

11. The Receiver shall within five (5) day of this Order, will issue a Claims package to all known creditors of Royal Oaks, substantially in the form attached hereto as Schedule A (the “**Creditor Claims Package**”);

12. The Receiver shall within five (5) day of this Order, will advertise the Creditor Claims Package in the Telegraph Journal, AllAtlantic and the Insolvency Insider;

13. The Receiver shall also post electronic copies of the Creditor Claims Package on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/royaloaks as soon as practically possible after the issuance of this Order.

14. The Creditor Claims Package shall include notice that the Receiver may from time to time apply to the Court for direction in respect of the Claims Process and that it may apply to the Court for a final Order, and setting forth a method for the Creditors to advise the Receiver whether they want to be given notice of either:

(i) all applications and motions made by the Receiver in respect of these receivership proceedings, if any, including the application for the final Order; or

(ii) only the application for the final Order, if any;

which notice will be given by the Receiver if so requested, by electronic mail in accordance with instructions received from the Creditors requesting notice.

15. Any person who may have a Creditor Claim shall prepare and submit the Creditor Proof of Claim, and serve it on the Receiver by either courier, facsimile or electronic mail, on or before

5:00 p.m. (Atlantic Time) no later than forty-five (45) days after the issuance of this Order (the **"Creditor Claims Bar Date"**);

16. The Receiver shall have thirty (30) days after the Creditor Claims Bar Date to review the Creditor Proof(s) of Claim and the Receiver may allow or disallow all or any portion of a Creditor Claim, and communicate any disallowance of a Creditor Claim to the claimant, by delivering a notice of revision or disallowance, substantially in the form attached hereto as Schedule B (the **"Creditor Notice of Revision or Disallowance"**). The Creditor Notice of Revision or Disallowance will be deemed to have been received on the following business day;
17. Any claimant will have 14 business days from the day of receipt of a Creditor Notice of Revision or Disallowance to deliver a notice of dispute, substantially in the form attached hereto as Schedule F (the **"Creditor Notice of Dispute"**), to the Receiver;
18. The Receiver may attempt to consensually resolve any Creditor Notice of Dispute. If same cannot be resolved, the claimant shall file with this Court an application in the within proceedings, within 15 days following delivery of the Creditor Notice of Dispute, for the determination of the value of the Creditor Claim; and
19. Where a Creditor Claim has been allowed by the Receiver in accordance with this Order, such Creditor Claim shall constitute such claimant's proven Creditor Claim for the purposes of these proceedings.

Administration of the Claims Process

20. The Receiver is hereby authorized to engage agents, counsel and such other persons, if any, from time to time and on whatever basis, including on a temporary basis, to assist in carrying out the Claims Process.
21. The Receiver is hereby authorized to take all steps and actions, and to do all things, necessary or appropriate to implement the Claims Process as described herein and to enter into, execute, deliver, implement and consummate all of the steps, transactions, filings, notices and agreements contemplated or required in connection with the Claims Process.

22. The Receiver is hereby authorized to withhold a portion of the Sale Proceeds that the Receiver determines to be reasonable, after payment in full of the Creditors in accordance with the Creditor Claims Procedure, in order to fund all fees, costs and contingencies necessary to complete the administration of the within receivership proceedings.

Limitation of Liability

23. In carrying out the terms of this Order, the Receiver and its agents and representatives: (i) shall incur no liability or obligation and shall be released and discharged from any and all demands, losses, claims, damages or liabilities, of any nature or kind, to any person, save and except for any fraudulent act, gross negligence or wilful misconduct on its part, as so found by a court of competent jurisdiction; (ii) shall be entitled to rely on the books and records and information of Royal Oaks, including the share register of Royal Oaks; and (iii) shall not be liable for any demands, losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or resulting from any errors or omissions in such books, records or information, save and except for any fraudulent act, gross negligence or wilful misconduct on its part as so found by a court of competent jurisdiction. For greater certainty, but without limiting the generality of the foregoing, the Receiver shall not be liable to any government or regulatory agency or authority for failing to withhold or remit any amount owed by Royal Oaks in taxes in respect of the distributions to shareholders, all of which taxes shall be for the account of such shareholders.

Approval of Fees and Disbursements

24. The activities, fees and disbursements of the Receiver and its legal counsel as described in the Third Report are hereby approved and the Receiver is authorized to pay same.

25. The Receiver's Interim Statement of Receipts and Disbursements for the period from February 23, 2024 to October 29, 2024, attached to the Third Report as Appendix "B", is hereby approved.

General

26. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Receiver and its respective agents and representatives in carrying out the terms of this Order. All such courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver as may be necessary or desirable to give effect to this Order or to assist the Receiver and its respective agents and representatives in carrying out the terms of this Order.

DATED at Saint John, New Brunswick, this ___ day of November, 2024.

A Justice of the Court of King's Bench of
New Brunswick

SCHEDULE "A"

IN THE MATTER OF THE RECEIVERSHIP OF
ROYAL OAKS GOLF CLUB INC.
OF THE CITY OF MONCTON
IN THE PROVINCE OF NEW BRUNSWICK

NOTICE TO CREDITORS

On April 15, 2024, Deloitte Restructuring Inc. ("Deloitte") was appointed by Order of the Court of King's Bench of New Brunswick (the "Receivership Order") as the receiver (the "Receiver"), without security, of all the personal property of Royal Oaks Golf Club Inc. ("Royal Oaks"). On _____, 2024, the Court granted an Order (the "Claims Process Order") directing the Receiver to solicit claims from all non-related creditors in respect of Royal Oaks (a "Creditor") for the purposes of identifying those creditors with valid claims in respect of Royal Oaks (a "Creditor Claim"), and determination of such Creditor Claims.

Any Creditor having a Creditor Claim in respect of Royal Oaks arising on or before April 15, 2024, of any nature whatsoever, including an unsecured, secured, contingent or unliquidated claim is required to file, in the manner set out in this Notice to Creditors, a Creditor Proof of Claim in the prescribed form (which has been provided to you with this Notice to Creditors) with the Receiver in order to participate in any distribution associated with these proceedings.

Additional copies of the prescribed Creditor Proof of Claim can be obtained by contacting the Receiver via telephone at 902-422-8541 or via email at royaloaks@deloitte.ca or it can be downloaded from the Receiver's website at:

www.insolvencies.deloitte.ca/en-ca/royaloaks

Any Creditor who chooses to file a Creditor Proof of Claim is required to provide whatever documentation they may have to support their Creditor Claim in respect of Royal Oaks, such as contracts, invoices, bills of lading, and shipping receipts, in relation to the goods and/or services provided to Royal Oaks in the appropriate currency under which their Creditor Claim arose.

All Creditor Proof of Claim forms, together with the required supporting documentation, must be sent by mail, personally delivered, or sent by courier, facsimile or electronic mail to the following contact information on or before 5:00 p.m. (Atlantic Time) on _____, 2024 (the "Creditor Claims Bar Date").

Deloitte Restructuring Inc.
Attn: Ian Lewis
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2
Phone: 902-422-8541
Email: royaloaks@deloitte.ca

All creditors must account for the following:

1. All Creditor Claims must be adjusted for any equipment and/or other assets released by Royal Oaks to the Creditor whether by court order or otherwise; and
2. Where a Creditor is claiming an offset against all or a portion of amounts owing to Royal Oaks, full particulars of the offset must be included.

All Creditor Claims received by the Receiver after the Creditor Claims Bar Date will, unless otherwise ordered by the Court, be forever extinguished and barred.

The Receiver will accumulate the Creditor Proof of Claim forms and, in due course, provide to the Creditor a notice in writing by registered mail, courier, facsimile or electronic mail as to whether their Creditor Claim is accepted, or disputed in whole or in part, and indicating the reason for the dispute pursuant to a Creditor Notice of Revision or Disallowance.

Where a Creditor objects to a Creditor Notice of Revision or Disallowance, the Creditor shall notify the Receiver of its objection in writing (the "Creditor Dispute Notice") within 14 days from the date the Creditor Notice of Revision or Disallowance was received.

The Receiver will attempt to consensually resolve disputes with respect to any Creditor Claim. If the dispute cannot be resolved, the Creditor will be required to bring an application before the Court for the determination of the Creditor Claim.

A creditor that does not provide to the Receiver a Creditor Dispute Notice to a Creditor Notice of Revision or Disallowance issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Creditor Claim as set out in such Creditor Notice of Revision or Disallowance.

DATED at _____, this _____ day of _____, 2024.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-appointed Receiver
and Manager of Royal Oaks Golf Club Inc.
and not in its personal or corporate capacity

Per:

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

BANKRUPTCY AND INSOLVENCY ACT
PROOF OF CLAIM FORM

Sections 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2) and 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act

All notices or correspondence regarding this claim are to be forwarded to the following address:

In the matter of the receivership of Royal Oaks Golf Club Inc., of the City of Moncton, in the Province of New Brunswick and the claim of _____.

I, _____ residing in the City/Town of _____ in the Province of _____, do hereby certify that:

1. I am a creditor of the above-selected debtor.
2. I have knowledge of all circumstances connected with the claim referred to below.
3. The debtor was, at the date of the receivership, namely the 15th day of April, 2024, and still is indebted to the above-named creditor in the sum of \$ _____ as specified in the statement of account (or affidavit) attached and marked **Schedule "A"** after deducting any counterclaims to which the debtor is entitled. *(The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)*
4. Complete appropriate category:
 - A. UNSECURED CLAIM of \$ _____
That in respect of this debt, I do not hold any assets of the debtor as security and:
 - Regarding the amount of \$ _____ I do not claim a right to a priority.
 - Regarding the amount of \$ _____, I claim a right to a priority under Section 136 of the Act.
 - B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____
That I hereby make a claim under Subsection 65.2(4) of the Act, particulars of which are as follows: *(Attach full particulars of the claim, including calculations upon which the claim is based.)*
 - C. SECURED CLAIM of \$ _____
That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows: *(Attach full particulars of the security, including the date on which the security was given and the value at which you assess the security and attach a copy of the security document.)*
 - D. CLAIM BY FARMER, FISHERMAN or AQUACULTURIST of \$ _____
That I hereby make a claim under Subsection 81.2(1) of the Act for the unpaid amount of \$ _____ *(Attach a copy of the sales agreement and delivery receipts.)*
 - E. CLAIM BY WAGE EARNER OF \$ _____
 - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
 - That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____*(Give full particulars of the claim, including the calculations upon which the claim is based.)*
5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2(1) of the Act:
(Provide details of payment, credits and transfers at undervalue.)

Dated at _____, this _____ day of _____, 2024.
(CITY & PROVINCE)

(SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM)

(SIGNATURE OF WITNESS)

(CREDITOR'S PHONE NUMBER)

(CREDITOR'S FACSIMILE NUMBER)

(CREDITOR'S E-MAIL ADDRESS)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A Trustee may, pursuant to Subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed in a proof of security by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Must be signed and witnessed

SCHEDULE "B"

IN THE MATTER OF THE RECEIVERSHIP OF
ROYAL OAKS GOLF CLUB INC.
OF THE CITY OF MONCTON
IN THE PROVINCE OF NEW BRUNSWICK

CREDITOR NOTICE OF REVISION OR DISALLOWANCE

Creditor Claim Reference No.: _____

To: _____
(Name of Creditor)

Defined terms not defined in this Creditor Notice of Revision or Disallowance shall have the meaning ascribed in the Claims Process Order, dated _____, 2024.

Pursuant to the Claims Process Order, Deloitte Restructuring Inc., in its capacity as Receiver, hereby gives you notice that it has reviewed your Creditor Proof of Claim and has revised or disallowed your Creditor Claim. Subject to further dispute by you in accordance with the Claims Process Order, your Creditor Claim will be allowed as follows:

Creditor Proof of Claim	Creditor Claim Allowed
-------------------------	------------------------

Claim Amount (\$) _____

REASON(S) OF DISALLOWANCE:

If you intend to dispute the Creditor Notice of Revision or Disallowance, you must within 14 days of the date of receipt of the Creditor Notice of Revision or Disallowance deliver to the Receiver this Creditor Dispute Notice either by courier, facsimile or electronic mail to the address noted below. Creditor Dispute Notices shall be deemed to be received upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or, if delivered outside of normal business hours, on the next Business Day.

Deloitte Restructuring Inc.
Attn: Ian Lewis
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2
Phone: 902-422-8541
Email: royaloaks@deloitte.ca

IF YOU FAIL TO FILE YOUR CREDITOR DISPUTE NOTICE WITHIN 14 DAYS OF THE DATE YOU RECEIVED (OR ARE DEEMED TO HAVE RECEIVED) THIS CREDITOR NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CREDITOR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS CREDITOR NOTICE OF REVISION OR DISALLOWANCE.

DATED at _____, this _____ day of _____, 2024.

IN THE MATTER OF THE RECEIVERSHIP OF
ROYAL OAKS GOLF CLUB INC.
OF THE CITY OF MONCTON
IN THE PROVINCE OF NEW BRUNSWICK

Creditor Claim Reference No.: _____

Particulars of Creditor:

Full legal name of Creditor: _____

Full mailing address of Creditor:

Other contact information of Creditor:

Tel: _____

Email: _____

Fax: _____

Attention: _____

(Name of Contact person)

Dispute of Creditor Notice of Revision or Disallowance:

The Creditor hereby disagrees with the value of its Creditor Claim as set out in the Creditor Notice of Revision or Disallowance and asserts a Creditor Claim as follows:

	Creditor Claim Amount Allowed by Receiver	Creditor Claim Claimed by Creditor
1. Secured Claims		
2. Unsecured Claims		
3. Allowed Claims		
4. Disallowed Claims		
5. Total Claims		
6. Total Allowed Claims		
7. Total Disallowed Claims		
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135. Total Allowed Claims		
136. Total Disallowed Claims		
137. Total Claims		
138. Total Allowed Claims		
13		

Creditor Claim (\$) _____

REASON(S) FOR DISPUTE:

(You must include a list of reasons as to why you are disputing your Creditor Claim as set out in the Creditor Notice of Revision or disallowance.)

[illegible]

SERVICE OF CREDITOR DISPUTE NOTICE:

If you intend to dispute the Creditor Notice of Revision or Disallowance, you must **within 14 days of the date of receipt of the Creditor Notice of Revision or Disallowance** deliver to the Receiver this Creditor Dispute Notice either by courier, facsimile or electronic mail to the address noted below. Creditor Dispute Notices shall be deemed to be received upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or, if delivered outside of normal business hours, on the next Business Day.

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DATED at _____, this _____ day of _____, 2024.

Witness

(Name of Creditor)

Per: _____

Name: _____

Title: _____

Must be signed and witnessed