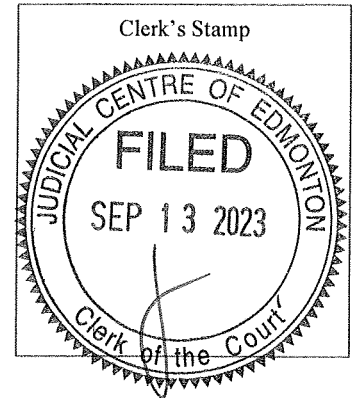


COURT FILE NUMBER: 2203 05923
COURT: COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF COBRA MORTGAGE SERVICES LTD.
DEFENDANTS WOLF CREEK GOLF RESORT LTD, WOLF
CREEK VILLAGE LTD. and RYAN VOLD
DOCUMENT: **CLAIMS PROCESS ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Darren R. Bieganeck, KC Barrister & Solicitor Phone: 780.441.4386 Fax: 780.428.9683 E-mail: dbieganeck@dcllp.com File #204-212857	DUNCAN CRAIG LLP LAWYERS & MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, AB T5J 3V9
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DATE ON WHICH ORDER WAS PRONOUNCED: September 13, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice J.T. Neilson

UPON THE APPLICATION of MNP Ltd. in its capacity as the court appointed Receiver and Manager (the "**Receiver**") of the Defendant, Wolf Creek Golf Resort Ltd. (the "**Company**") AND UPON reading the Third Report of the Receiver dated September 5, 2023; AND UPON hearing the submissions of counsel for the Receiver, the Company, and any other interested parties appearing at the within application;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. All capitalized terms used herein and not otherwise defined shall have the same meanings as defined in the Receivership Order granted herein on October 13, 2022, by the Honourable Justice M.Lema (the "**Receivership Order**").
2. The time for service of notice of the Application for this Order is hereby abridged and service of the Application and Third Report is deemed as good and sufficient.

DEFINITIONS

3. For the purposes of this Order the following terms shall have the following meanings:
 - (a) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Edmonton, Alberta;

- (b) **“Claim”** shall exclude an Excluded Claim (as defined herein) but shall include any other right of claim of any Person (as defined herein) against the Company, whether or not asserted, in connection with any indebtedness, liability, or obligation of any kind of the Company owed to such Person, and any interest accrued thereon or costs payable in respect thereof, including any indebtedness, liability or obligation owed to such Person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable, or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust against any Property (other than Secured Claims as included within the Excluded Claims), whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Receivership Date, and any right or claim of any Person against the Company in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Company to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Receivership Date of any contract, lease or other agreement whether written or oral and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Order;
- (c) **“Claimant”** means a Person asserting a Claim against the Company;
- (d) **“Claims Bar Date”** means 4:00 p.m. (Edmonton Time) on November 22, 2023 ;
- (e) **“Claims Officer”** means MNP Ltd. acting in that capacity and not in its capacity as Receiver, as appointed pursuant to paragraph 4 of this Order;
- (f) **“Claims Process”** means the procedures outlined in this Order in connection with the advancement of Claims against the Company;
- (g) **“Court”** means the Alberta Court of King’s Bench;

- (h) “**Creditor**” means any Person having a Claim that is admitted or deemed to be admitted pursuant to the Claims Process, including a transferee or assignee of a transferred Claim that is recognized as a Claimant in accordance with paragraph 26 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other person acting on behalf of or through such Person;
- (i) “**Director**” means Ryan Vold.
- (j) “**Excluded Claim**” means any of:
 - (i) the reasonable fees and expenses incurred by the Receiver, and its counsel in respect of the within proceedings;
 - (ii) Secured Claims; and
 - (iii) Government Priority Claims.
- (k) “**General Claims Package**” means the materials to be provided by the Claims Officer to Persons that may have a Claim as evidenced by the books and records of the Company, but are not receiving a Notice of Proposed Payment, which materials shall include the Notice to Claimant and attached blank Proof of Claim Form with a Proof of Claim instruction letter, Notice of Claimant’s Dispute and such other materials as the Claims Officer may consider appropriate or desirable;
- (l) “**Government Priority Claim**” means any amounts deemed to be held in trust under subsection 227(4) or (4.1) of the *Income Tax Act*, subsection 23(3) or (4) of the *Canada Pension Plan* or subsection 86(2) or (2.1) of the *Employment Insurance Act* (each of which is in this definition referred to as a “federal provision”), and any amounts deemed to be held in trust under any law of a province that creates a deemed trust the sole purpose of which is to ensure remittance to Her Majesty in right of the province of amounts deducted or withheld under a law of the province if:
 - (i) that law of the province imposes a tax similar in nature to the tax imposed under the *Income Tax Act* and the amounts deducted or withheld under that law of the province are of the same nature as the amounts referred to in subsection 227(4) or (4.1) of the *Income Tax Act*, or

- (ii) the province is a province providing a comprehensive pension plan as defined in subsection 3(1) of the *Canada Pension Plan*, that law of the province establishes a provincial pension plan as defined in that subsection and the amounts deducted or withheld under that law of the province are of the same nature as amounts referred to in subsection 23(3) or (4) of the *Canada Pension Plan*,

and for the purpose of this definition, any provision of a law of a province that creates a deemed trust is, despite any Act of Canada or of a province or any other law, deemed to have the same effect and scope against any creditor, however secured, as the corresponding federal provision.

- (m) **“Known Claimant”** means Persons in whose favour the books and records of the Company disclose a potential Claim against the Company, or which are identified to the Claims Officer by the Director of the Company;
- (n) **“Notice to Claimant”** means the notice to be sent to Claimants, or to be published, as described herein, substantially in the form attached as **Schedule “A”** hereto;
- (o) **“Notice of Claimant’s Dispute”** means the notice referred to herein, substantially in the form attached as **Schedule “D”** hereto, which may be delivered to the Claims Officer by a Claimant disputing a Notice of Revision or Disallowance;
- (p) **“Notice of Proposed Payment”** means the notice referred to herein, substantially in the form attached as **Schedule “E”** hereto, which may be delivered by the Claims Officer to a Known Claimant with an unopposed Claim other than potentially in respect of quantum;
- (q) **“Notice of Revision or Disallowance”** means the notice referred to herein, substantially in the form attached as **Schedule “C”** hereto advising a Claimant that the Claim’s Officer has revised or disallowed all of part of such Claimant’s Claim as set out in its Proof of Claim;
- (r) **“Person”** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;

- (s) **“Proof of Claim”** means the Proof of Claim referred to herein and submitted to the Claims Officer by Claimants, substantially in the form attached hereto as **Schedule “B”** hereto;
- (t) **“Receiver”** means MNP Ltd., solely in its capacity as the Court-appointed receiver and manager of the Company, and not in its personal capacity;
- (u) **“Receivership Date”** means October 13, 2022;
- (v) **“Receiver’s Website”** means <https://mnpdebt.ca/en/corporate/corporate-engagements/wolf-creek-golf-resort-ltd>
- (w) **“Secured Claim”** means any pre-Receivership Date Claim that may be asserted or made in whole or in part against the Company by a Person holding a mortgage, hypothec, pledge, charge, assignment by way of security, deemed trust, lien, or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law on or against the property of the Company or any part of that property as security for a debt, liability or obligation due or accruing due to the Person from the Company, other than a Government Priority Claim. For clarity, “Secured Claims” includes all Persons with a “security interest” within the meaning of the *Personal Property Security Act* (Alberta), any vendor of any property sold to the Company under a conditional or instalment sale, any purchaser of any property from the Company subject to a right of redemption, and any trustee of a trust constituted by the Company to secure the performance of an obligation.

CLAIMS PROCESS

4. The Claims Process is hereby approved and MNP Ltd. is hereby appointed as the Claims Officer
5. The forms of Notice to Claimant, Notice of Proposed Payment, Proof of Claim, Notice of Revision or Disallowance, and Notice of Claimant’s Dispute are hereby approved. Despite the foregoing, the Claims Officer may, from time to time, make minor changes to these forms as the Claims Officer may consider necessary or desirable.

REVIEW OF KNOWN CLAIMANT CLAIMS

6. Within ten days of the date of this Order, the Claims Officer shall send to the Director of the Company a list of Known Claimants and the amounts believed or asserted to be due and owing by the Company to such Known Claimants.
7. Within 10 days following receipt of the list contemplated by paragraph 6 of this Order, the Director shall advise the Claims Officer of which Claims of Known Claimants, or the amounts thereof, are not disputed or challenged by the Company.

NOTICE OF PROPOSED PAYMENT PROCESS

8. In the event that the Claims Officer determines, after consultation with the Director, based on the books, records and information available to them, that the Claim of any specific Known Claimant, and the amount thereof, is valid, proper and enforceable, the Claims Officer shall within 10 Business Days of the Director's response as set out in paragraph 7 of this Order send to such Known Claimant or Claimants, with a copy to the Company, a Notice of Proposed Payment that sets out the amount that the Company, by the Receiver proposes to pay in full and final satisfaction of the Claim of such specific Known Claimant.
9. Any Claimant who intends to dispute the amount set out in the Notice of Proposed Payment it has received shall:
 - (a) deliver a completed Notice of Claimant's Dispute to the Claims Officer by the later of the Claims Bar Date, or such other date as may be specified by the Claims Officer in the Notice of Proposed Payment; and
 - (b) within 10 days of delivery of the Notice of Dispute, file and serve on counsel of record for the Claims Officer in this action a Notice of Application returnable in the within proceedings naming the Company as Respondent along with affidavit materials in support of the quantum of the Claimant's Claim that was not proposed, accepted or included by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.
10. Where a Claimant receives a Notice of Proposed Payment and does not deliver a completed Notice of Claimant's Dispute or file and serve the Notice of Application and

supporting affidavit(s) within the time limits set out herein, then such Claimant shall be a Creditor and its Claim shall be conclusively deemed to be as set out in the Notice of Proposed Payment, and upon payment of the amount set out in the Notice of Proposed Payment such Claim shall be conclusively deemed to be satisfied in full.

11. Upon receipt of a Notice of Dispute, the Claims Officer may consensually resolve the disputed Notice of Proposed Payment, after consultation with the Director. If the Claims Officer and the Claimant consensually resolve the disputed Notice of Proposed Payment, then such Claim in the resolved quantum shall be a proven and accepted Claim as against the Company, and upon payment of the resolved amount such Claim shall be satisfied in full.
12. The Receiver is empowered and authorized to make a distribution to a Creditor who received a Notice of Proposed Payment without further order of this Court where (i) the Receiver does not receive a Notice of Claimant's Dispute, Notice of Company's Dispute or other application materials in accordance with paragraph 9 hereof; or (ii) a Claim is resolved in accordance with paragraph 11 hereof.

NOTICE OF GENERAL CLAIMS PACKAGE FOR OTHER KNOWN OR UNKNOWN CLAIMANTS

13. Within ten Business Days of the Director's response as set out in paragraph 7 of this Order, the Claims Officer shall send the General Claims Package to each Known Claimant with a Claim as evidenced by the books and records of the Company or otherwise identified to the Claims Officer by the Company which did not receive a Notice of Proposed Payment. The Proof of Claim to be delivered to each such Known Claimant as part of the General Claims Package shall provide general information and instructions in respect of the filing of Claims.
14. The Claims Officer shall cause the Notice to Claimant to be advertised in the *Red Deer Advocate* within ten Business Days of the date of this Order.
15. The Receiver shall also cause the General Claims Package and a copy of this Order to be posted to the Receiver's Website within five Business Days of the date of this Order.
16. If any Claimant or Creditor requests the General Claims Package prior to the Claims Bar Date or if the Claims Officer becomes aware of any further Claims, the Claims Officer shall

forthwith direct the Claimant or Creditor to the General Claims Package posted on the Receiver's Website or otherwise respond to the request for the General Claims Package as may be appropriate in the circumstances.

17. The sending to Claimants, Creditors and Known Claimants of the Notice of Proposed Payment or General Claims Package, and the publication of the General Claims Package, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the General Claims Package, Notice of Proposed Payment and the Claims Bar Date, applicable on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

DELIVERY OF PROOFS OF CLAIM

18. Any Person who receives a General Claims Package and wishes to assert a Claim, and does not receive a Notice of Proposed Payment, shall deliver a Proof of Claim to the Claims Officer in the manner set out in this Order so that the Proof of Claim is received by the Receiver by no later than the Claims Bar Date. Any such Person who fails to deliver a Proof of Claim to the Claims Officer on or before the Claims Bar Date shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against the Company and all such Claims shall be forever extinguished;
 - (b) not be entitled to receive further notice with respect to the Claims Process or these proceedings; and
 - (c) not be permitted to participate in any distribution made by the Receiver to Creditors of the Company.

ADJUDICATION OF PROOFS OF CLAIMS

19. The Claims Officer shall review all Proofs of Claim received on or before the Claims Bar Date and the Claims Officer shall, in accordance with paragraphs 20-22 hereof accept, revise, or reject each Claim. The Claims Officer may make such further enquiries and consult with such other parties, including without limitation the Director, as it may reasonably feel to be necessary or desirable in the adjudication of Claims.

20. If the Claims Officer intends to accept, revise or reject a Claim, the Receiver shall notify the Director and the Claimant who has delivered such Proof of Claim that such Claim as set out therein has been accepted, revised or rejected and the reasons therefore, by sending a Notice of Proposed Payment, Notice of Revision or Disallowance, as the case may be, to the Claimant by no later than November 29, 2023.
21. Any Claimant who intends to dispute a Notice of Revision or Disallowance it has received shall:
 - (a) deliver a completed Notice of Claimant's Dispute to the Claims Officer by the later of December 31, 2023, or such other date as may be agreed to by the Claims Officer; and
 - (b) within 10 days of delivery of the Notice of Claimant's Dispute, file and serve on counsel of record for the Claims Officer in this action a Notice of Application returnable in the within proceedings along with affidavit materials in support of the validity of all or that portion of the Claimant's Claim that was disallowed by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.
22. Where a Claimant that receives a Notice of Revision or Disallowance does not deliver a completed Notice of Claimant's Dispute or file and serve the Notice of Application and supporting affidavit(s) within the time limits set out herein, such Claimant's Claim shall be conclusively deemed to be as set out in the Notice of Revision or Disallowance.
23. Upon receipt of a Notice of Claimant's Dispute, the Claims Officer may consensually resolve the disputed Proof of Claim, after consultation with the Director. If the Claims Officer and the Claimant consensually resolve the disputed Proof of Claim and Claim, such Claim in the quantum resolved for shall be a proven and accepted Claim as against the Company.
24. The Receiver is empowered and authorized to make a distribution to a Creditor who received a General Claims Package without further order of this Court where (i) the Receiver does not send a Notice of Revision or Disallowance to a Claimant, in which case the Company, by the Receiver shall be deemed to have accepted such Claimant's Claim in the amount set out in that Claimant's Proof of Claim, or (ii) the Receiver does not receive

a Notice of Claimant's Dispute or other application materials in accordance with paragraph 21 hereof where the Receiver issued a Notice of Revision or Disallowance to the Claimant; or (iii) a Claim is resolved in accordance with paragraph 23 hereof, in which case the Claimant shall submit a revised Proof of Claim and the Company, by the Receiver shall be deemed to have accepted such Claimant's revised Claim in the amount set out in that Claimant's revised Proof of Claim.

SET-OFF

25. The Claims Officer may set-off (whether by way of legal, equitable or contractual set-off) on behalf of the Company against a Claim of any Claimant any claims of any nature whatsoever that the Company may have against such Claimant, provided however that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Company of any such claim that the Company may have against such Claimant.

NOTICE OF TRANSFEREES

26. Subject to the terms of any subsequent Order of this Court, if, after the Receivership Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Receiver nor the Company shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of the transfer or assignment, as the case may be, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Receiver in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the Claimant in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Receiver of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Company may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Company. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

SERVICE AND NOTICE

27. The Receiver may, unless otherwise specified by this Order, serve and deliver the Notice of Proposed Payment and General Claims Package, any letters, notices or other documents to Creditors, Claimants, or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Company or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the fifth Business Day after the date of mailing; (ii) if sent by courier or personal delivery, on the next Business Day following the date of dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or on a day other than on a Business Day, on the following Business Day.
28. Any notice or communication required to be provided or delivered by a Creditor or Claimant to the Claims Officer under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, or email addressed to:
- MNP Ltd.
1600, 10235 – 101 Street
Edmonton, AB T5J 3G1
- Attention: Maha Shah
Telephone: (780) 455.1155
Facsimile: (780) 409.5415
Email: maha.shah@mnp.ca
29. Any such notice or communication delivered by a Creditor or Claimant shall be deemed to be received upon actual receipt thereof by the Claims Officer during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.
30. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other

communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

31. In the event this Order is later amended by further Order of the Court, the Receiver may post such further Order on the Receiver's Website and such posting shall constitute adequate notice to Creditor of such amended claim process.

GENERAL PROVISIONS

32. All references as to time herein shall mean local time in Edmonton, Alberta, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
33. The Claims Officer is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Claimant that the Company or the Claims Officer may require in order to enable them to determine the validity of a Claim.
34. Any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Receivership Date.
35. Notwithstanding the terms of this Order, the Receiver may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace any term of this Order.
36. The Receiver, whether in that capacity or in its capacity as the Claims Officer, or Company is at liberty to apply to the Court for such further advice, assistance and direction as may be necessary to give full effect to the terms of this Order.
37. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:

- (i) The persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order; and
 - (iii) any other parties attending or represented at the application for this Order.
- (b) Posting a copy of this Order on the Receiver's website established in these proceedings.
38. Service of this Order may be effected by facsimile, electronic mail, registered mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

GENERAL NOTICE TO CLAIMANT

**IN THE MATTER OF THE RECEIVERSHIP OF WOLF CREEK GOLF RESORT LTD. (the
"Company")
Court of King's Bench of Alberta Court File No.: 2203 05923**

TAKE NOTICE that on October 13, 2022, pursuant to an Order granted by Honourable Justice M. Lema of the Court of King's Bench of Alberta in Court File No. 2203 05923 (the "**Receivership Proceedings**"), the Bowra Group Inc. was appointed receiver of the assets, property and undertakings of the Company ("**MNP Ltd.**");

TAKE NOTICE that as part of the Receivership Proceedings, the Court of King's Bench of Alberta has ordered that a Claims Process be initiated in order that all claims against the Company can be determined, with the Receiver appointed as the Claims Officer (the "**Claims Process Order**")

Only a Creditor who establishes their claim against the Company in accordance with the Claims Process will be entitled to receive a distribution on account of such claim against the Company.

The Claims Process Order granted by the Honourable Justice J.T. Neilson on September 13, 2023, as well as all relevant instructions and documents related to the Claims Process, including the Proof of Claim form, can be obtained from the Receiver's webpage located at mnpdebt.ca/en/corporate/corporate-engagements/wolf-creek-golf-resort-ltd, or by contacting the Claims Officer at the following:

MNP Ltd.
1600, 10235 – 101 Street
Edmonton, AB T5J 3G1

Attention: Maha Shah
Telephone: (780) 455.1155
Facsimile: (780) 409.5415
Email: maha.shah@mnp.ca

The deadline for a Claimant to submit a Proof of Claim, if required under the Claims Process, in respect of any claim it has, or believes it has, against the Company is **4:00 p.m. (Edmonton Time), November 22, 2023 (the "Claims Bar Date")**.

PURSUANT TO THE CLAIMS PROCESS ORDER, CLAIMS WHICH ARE NOT SUBMITTED TO THE CLAIMS OFFICER BY WAY OF PROOF OF CLAIM ON OR BEFORE THE CLAIMS BAR DATE WILL BE FOREVER BARRED AND CLAIMANTS HOLDING SUCH CLAIMS WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST THE COMPANY AND THE CLAIM SHALL BE FOREVER RELEASED AND EXTINGUISHED.

SCHEDULE "B"

(PROOF OF CLAIM)

COURT FILE NUMBER: 2203 05923
COURT: COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: COBRA MORTGAGE SERVICES LTD.
DEFENDANTS: WOLF CREEK GOLF RESORT LTD., WOLF CREEK VILLAGE LTD. and RYAN VOLD
DOCUMENT: **CLAIMS PROCESS ORDER**

PROOF OF CLAIM

Please read carefully the instructions accompanying this Proof of Claim. Please print legibly.

Full Name of Claimant: _____
(the "Claimant")

Full Mailing Address of Claimant: _____
(All notices and correspondence regarding your Claim will be forwarded to this address)

Fax No. _____
Telephone No. _____
Email: _____
Attention: _____

CERTIFICATION AS TO CLAIM

I do hereby certify that *(please see notes below for further instructions)*:

1. I am a creditor, or representative of a creditor, of Wolf Creek Golf Resort Ltd. (the "Company");
2. I have knowledge of all of the circumstances connected with the claim referred to in this form.
3. As of this date, the Company was, and still is, indebted to the Claimant in the amount of Cdn. \$[] including contract interest and charges (the "Claim").
4. A description of the basis on which the Claim arose is as follows:

5. I attach the following documents which support the Claim and any claim for contractual interest or other charges.
 - (a)
 - (b)
 - (c)

DATED THIS _ DAY OF _____, 2023.

Signature

(Please Print Name)

Instructions for Completion of Proof of Claim:

- Ensure that you complete the full name and delivery address, including fax number and/or e-mail address, of the creditor making the claim.
- The Proof of Claim is incomplete unless you include a statement and description of the claim (item 4) and attach all supporting documents including statements of accounts and/or invoices in support (item 5). The supporting documents must show the date, number and value of all invoices or charges, and must conform to the amount of the Claim as set out in item 3.
- The Proof of Claim is incomplete unless it is signed and dated by you.
- The signed and completed Proof of Claim, together with all supporting documents, must be returned to the Receiver, MNP Ltd., at the following address on or before **4:00 p.m. (Edmonton Time), November 22, 2023:**

MNP Ltd.
1600, 10235 – 101 Street
Edmonton, AB T5J 3G1

Attention: Maha Shah
Telephone: (780) 455.1155
Facsimile: (780) 409.5415
Email: maha.shah@mnp.ca

- Pursuant to the order of the Honourable Justice J.T. Neilson, pronounced in the above noted proceedings on September 13, 2023, and as may be amended, restated, or supplemented from time to time (the "**Claims Process Order**"), the Receiver, in its capacity as the Claims Officer appointed thereunder, is entitled to disallow your Proof of Claim in whole or in part. If your Proof of Claim is disallowed in whole or in part, the Claims Officer will send you a Dispute Notice along with particulars as to how you may dispute the Dispute Notice. If you do not receive a Dispute Notice in accordance with the timelines set out in the Claims Process Order, the Claims Officer has accepted your Proof of Claim.
- **PLEASE CONTACT THE RECEIVER AT THE ADDRESS AND E-MAIL SET OUT ABOVE IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING YOUR PROOF OF CLAIM. ANY FAILURE TO PROPERLY COMPLETE OR RETURN YOUR PROOF CLAIM TO THE RECEIVER AT THE ABOVE ADDRESS BY 4:00 P.M. (EDMONTON TIME) ON NOVEMBER 22, 2023 WILL RESULT IN YOUR CLAIM BEING EXTINGUISHED WITHOUT ANY FURTHER ENTITLEMENT TO RECOVER YOUR CLAIM FROM THE COMPANY.**

SCHEDULE "C"

NOTICE OF REVISION OR DISALLOWANCE

COURT FILE NUMBER: 2203 05923
COURT: COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: COBRA MORTGAGE SERVICES LTD.
DEFENDANTS: WOLF CREEK GOLF RESORT LTD., WOLF CREEK VILLAGE LTD. and RYAN VOLD
DOCUMENT: **CLAIMS PROCESS ORDER**

NOTICE OF REVISION OR DISALLOWANCE

Name of Claimant: _____

Pursuant to the Claims Process Order made herein on September 13, 2023, MNP Ltd. (the "**Claims Officer**") on behalf of Wolf Creek Golf Resort Ltd. (the "**Company**") gives you notice that your Proof of Claim has been reviewed and the Claims Officer has revised or disallowed your Proof of Claim for the following reasons:

If you wish to object to the Notice of Revision or Disallowance, you must, by December 31, 2023, deliver a Notice of Dispute in the enclosed form to the address below:

To the Claims Officer:

MNP Ltd.
1600, 10235 – 101 Street
Edmonton, AB T5J 3G1

Attention: Maha Shah
Telephone: (780) 455.1155
Facsimile: (780) 409.5415
Email: maha.shah@mnp.ca

To the Receiver's Counsel:

Duncan Craig LLP
2800 Rice Howard Place
10060 Jasper Ave
Edmonton, AB T5J 3V9

Attention: Darren R. Bieganek, K.C.
Email: dbieganek@dcllp.com

You must further, within 10 days of delivery of the Notice of Dispute, file and serve on counsel of record for the Claims Officer and the Receiver's Counsel in this action a Notice of Application returnable in the within proceedings naming the Company as respondent along with affidavit materials in support of the validity of that portion of the Claimant's Claim that was disallowed by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.

If you do not deliver a completed Notice of Dispute or file and serve the Notice of Application and supporting affidavit(s) within the time limits set out herein, your Claim shall be conclusively deemed to be as set out in this Notice of Revision or Disallowance.

DATED this _____ day of _____, 2023.

MNP LTD.

In its capacity as Court appointed Receiver/Manager
of the Company and Claims Officer, and not in its personal capacity

Per: _____

Name: _____

Title: _____

SCHEDULE "D"

NOTICE OF CLAIMANT'S DISPUTE

COURT FILE NUMBER: 2203 05923
COURT: COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: COBRA MORTGAGE SERVICES LTD.
DEFENDANTS: WOLF CREEK GOLF RESORT LTD., WOLF CREEK VILLAGE LTD. and RYAN VOLD
DOCUMENT: **CLAIMS PROCESS ORDER**

NOTICE OF CLAIMANT'S DISPUTE

TO: MNP LTD.
1600, 10235 – 101 Street
Edmonton, AB T5J 3G1
Attention: Maha Shah
Telephone: (780) 455.1155
Facsimile: (780) 409.5415
E-mail:maha.shah@mnp.ca

AND TO: Duncan Craig LLP
2800 Rice Howard Place
10060 Jasper Ave
Edmonton, AB T5J 3V9
Attention: Darren R. Bieganeck, K.C.
Email: dbieganeck@dcllp.com

Full Name of Claimant: _____ (the "Claimant")

This is to advise that the Claimant is in receipt of the Notice of Revision or Notice of Disallowance issued by the Claims Officer in these proceedings and that the Claimant disputes such Notice.

DATED THIS _ DAY OF _____, 2023

Signature

(Please Print Name)

SCHEDULE "E"

NOTICE OF PROPOSED PAYMENT

COURT FILE NUMBER: 2203 05923
COURT: COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: COBRA MORTGAGE SERVICES LTD.
DEFENDANTS: WOLF CREEK GOLF RESORT LTD., WOLF CREEK VILLAGE LTD. and RYAN VOLD
DOCUMENT: **CLAIMS PROCESS ORDER**

NOTICE OF PROPOSED PAYMENT

Name of Claimant: _____

Pursuant to the Claims Process Order made herein on September 13, 2023, the Claims Officer appointed thereunder, MNP Ltd. gives you notice that you have been identified as having a Claim against Wolf Creek Golf Resort Ltd. (the "**Company**"). The Company, by the Receiver, proposes to pay the sum of \$ _____ in full and final satisfaction of the Claim.

If you wish to object to this Notice of Proposed Payment, you must, by November 22, 2023, deliver a Notice of Dispute to the address below:

To the Claims Officer:

MNP Ltd.
1600, 10235 – 101 Street
Edmonton, AB T5J 3G1

Attention: Maha Shah
Telephone: (780) 455.1155
Facsimile: (780) 409.5415
Email: maha.shah@mnp.ca

To the Receiver's Counsel:

Duncan Craig LLP
2800 Rice Howard Place
10060 Jasper Ave
Edmonton, AB T5J 3V9

Attention: Darren Bieganek, K.C.
Email: dbieganek@dcllp.com

You must further, within 10 days of delivery of the Notice of Dispute, file and serve on counsel of record for the Claims Officer and the Company in this action a Notice of Application returnable in the within proceedings naming the Company as respondent along with affidavit materials in support of the validity of that portion of the Claimant's Claim that was disallowed by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.

If you do not object to this Notice of Proposed Payment in the manner set out above, the Claim shall be deemed to be as set out in this Notice of Proposed Payment, and upon payment of that amount the Claim shall be conclusively deemed to be satisfied in full.

DATED this _____ day of _____, 2023.

MNP LTD.

In its capacity as Court appointed Receiver/Manager of the Company and Claims Officer, and not in its personal capacity

Per: _____

Name: _____

Title: _____