

COURT FILE NUMBER 1501-00955

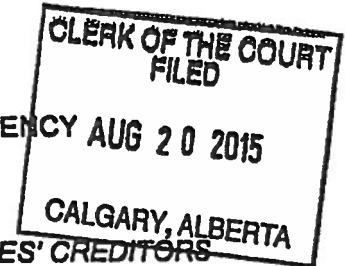
COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. c-36, as amended

Clerk's Stamp



APPLICANTS LUTHERAN CHURCH – CANADA, THE ALBERTA – BRITISH COLUMBIA DISTRICT, ENCHARIS COMMUNITY HOUSING AND SERVICES, ENCHARIS MANAGEMENT AND SUPPORT SERVICES, AND LUTHERAN CHURCH – CANADA, THE ALBERTA – BRITISH COLUMBIA DISTRICT INVESTMENTS LTD.

DOCUMENT AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Owen Bird Law Corporation
2900-695 Burrard Street
Vancouver, BC V7X 1J5
Attention: Scott H. Stephens

Telephone: 604-691-7521
Fax: 604-632-4447

Affidavit of Robert Palin
Sworn August 17, 2015

I, Robert Palin, of Toronto, Ontario, MAKE OATH AND SAY THAT:

1. I am the General Manager for Fiserv Solutions Canada Inc. and Open Solutions DTS, Inc. (collectively, "Fiserv") and I am authorized to depose this affidavit and do so on their behalf. I have personal knowledge of the matters hereinafter deposed, except where stated to be based on information and belief, and where so stated, I verily believe them to be true.
2. Fiserv is in the business of providing information technology and software to financial institutions in Canada and the US. The Lutheran Church-Canada, the Alberta-British

Columbia District (the "District") is a Fiserv client. Fiserv initially provided software known as "Acumen" and associated services to the District. In April 2013 Fiserv advised all of its Acumen clients, including the District, that Acumen would be decommissioned over the course of the following 24 months.


3. In December 2013 the District and Fiserv executed certain amending agreements. Pursuant to those agreements, among other things, the District agreed to terminate its use of Acumen and transition to Fiserv's "DNA" software. In early January 2015 (prior to the commencement of these proceedings), amidst Fiserv's continued performance of the transition work, the District directed Fiserv to cease all such efforts.
4. A copy of the parties' Master Agreement dated July 14, 2008 is attached as Exhibit "A". Copies of the two amending agreements dated December 9, 2013 are attached as Exhibits "B" and "C" respectively.
5. The District is indebted to Fiserv as follows:
 - a) \$250,100 for Professional Services Fees on account of early termination of the DNA Services Exhibit pursuant to s. 2(c) of that agreement (see Exhibit "C"); and
 - b) \$25,724.82 for the following unpaid amounts:

Invoice No.	Invoice Date	Period	Amount	Description
90355241	05/May/2014	Apr/2014	\$2,169.84	Residual from partial payment cheque 3048
			(\$35.04)	Misc credit remaining from clearing partial payments
90476181	31/Dec/2014	Nov/2014	\$5,891.40	
90497604	31/Jan/2015	Dec/2014	\$5,891.40	
90518876	28/Feb/2015	Jan/2015	\$5,891.40	
90604721	30/Jun/2015	May/2015	\$5,915.82	

		TOTAL:	\$25,724.82	
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- 6. Copies of the invoices referenced in the preceding paragraph are collectively attached as Exhibit "D". A portion of the February and the June invoices constitute "post-filing" debts, which I understand ought to be paid in full. Fiserv wishes to file a Proof of Claim in relation to the balance of the above-noted amounts.
- 7. I confirm Fiserv had no notice of these proceedings or the claims process herein until after it received service of an unrelated application on or about June 22, 2015. Upon learning of the claims process, and after corresponding with the petitioners' and Monitor's counsel in relation to it, Fiserv instructed its counsel to proceed with this application with all due dispatch.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 17 day of August, 2015.



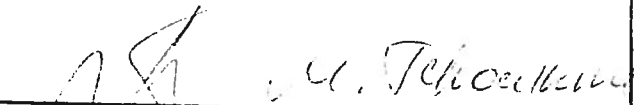
 A Commissioner and Notary for taking Affidavits for Ontario



 ROBERT PALIN

Maria Tchouikine, a Commissioner etc. for the Province of Ontario while being a Licensed Paralegal.
 My commission does not expire.
 LSUC #P08103

This is Exhibit "A" referred to in the affidavit of R. Palin sworn before me at Toronto this 17th day of August 2015.


A Commissioner for taking Affidavits within Ontario

Maria Tchouikine, a Commissioner etc.
for the Province of Ontario while being
a Licensed Paralegal.
My commission does not expire.
LSUC #P06103

(3)

MASTER AGREEMENT

MASTER AGREEMENT ("Agreement") dated as of 14 July 2008 ("Effective Date") between Fiserv Solutions of Canada, Inc., a corporation organized under the laws of the Province of Ontario with offices located at 104-4585 Canada Way, Burnaby, BC V5G 4L6 ("Fiserv"), and Lutheran Church of Canada ABC District, a non-profit society with offices located at 7100 Ada Blvd., Edmonton, Alberta, Canada T5B 4E4 ("Client").

Fiserv and Client hereby agree as follows:

1. Fiserv Services. Fiserv, itself and through its affiliates, agrees to provide Client, and Client agrees to obtain from Fiserv the services ("Services") and products ("Products") (collectively, "Fiserv Services") described in the attached Exhibits. Exhibits attached as of the Effective Date are listed below. The Exhibits set forth specific terms and conditions applicable to the Services and/or Products. The parties may add services and products to this Agreement by signing an appropriate Exhibit to this Agreement.

Appendix I

- Exhibit A *Account Processing Services*
- Exhibit L *Material Purchased*

2. Fees for Fiserv Services. (a) General: Client agrees to pay Fiserv all of the following (collectively, "Fees"):

(i) Estimated fees (unless otherwise set forth in the Exhibits) for Fiserv Services for the following month as specified in the Exhibits. Fiserv shall timely reconcile estimated fees paid by Client for Fiserv Services against the fees and charges actually due Fiserv based on Client's actual use of Fiserv Services for such month. Fiserv shall either issue a credit to Client or provide Client with an invoice for any additional fees or other charges owed. Fiserv may change the estimated amount of fees billed as appropriate to reflect changes in actual use of Fiserv Services.

(ii) Out-of-pocket and other additional charges for the month pursuant to Section 2(b).

(iii) Taxes as defined in Section 2(c)

Fees may be increased from time to time as set forth in the Exhibits. Fiserv may increase its fees in excess of amounts listed in the Exhibits in the event that Fiserv implements major system enhancements to comply with changes in law, government regulation, or industry practices.

(iv) Additional Charges. Fees for out-of-pocket expenses, such as telephone, microfiche, courier, and

other charges reasonably incurred by Fiserv for goods or services obtained by Fiserv on Client's behalf shall be billed to Client at cost plus the applicable Fiserv administrative fee, if any, set forth in the Exhibits. Such out-of-pocket expenses may be changed from time to time upon notification of a fee change from a vendor/provider, and, as applicable, shall be incurred in accordance with Fiserv's then-current corporate travel and expense policy.

(c) Taxes. Fiserv shall add to each invoice and Client shall be responsible for all any sales, use, excise, value added, and other taxes and duties however designated that are levied by any taxing authority relating to the Fiserv Services ("Taxes"). In no event shall Taxes include taxes based upon Fiserv's net income.

(d) Payment Terms. Fees are due and payable monthly upon receipt of invoice. Client shall pay Fiserv by means of cheque or electronic funds transfer unless otherwise set forth in the Exhibits. In the event any invoiced amounts remain unpaid 30 days after payment is due, Client shall pay a monthly late interest charge of 12% per annum. Except with respect to amounts disputed in good faith as set forth herein, Client shall neither make nor assert any right of deduction or set-off from Fees invoiced for Fiserv Services. If Client disputes any invoice item, Client shall provide written notice to Fiserv within 15 days of the invoice date specifying in detail the nature of the disagreement.

3. Confidentiality and Ownership. (a) Definitions.

(i) "Client Information" means the following types of information provided to or accessed by Fiserv in connection with this Agreement: (A) confidential plans, information, and other proprietary material of Client that is marked with a restrictive legend, or if not so marked or is disclosed orally, is identified as confidential at the time of disclosure (and written confirmation thereof is promptly provided to Fiserv); (B) customer lists and any information and data concerning the business and financial records of Client's customers prepared by or for Fiserv, or

used in any way by Fiserv in connection with the provision of Fiserv Services (whether or not any such information is marked with a restrictive legend); and (C) any information and data received from Client that Fiserv reasonably ought to know is confidential (whether or not any such information is marked with a restrictive legend).

(ii) "Fiserv Information" means the following types of information provided to or accessed by Client in connection with this Agreement: (A) confidential plans, information, research, development, trade secrets, business affairs (including that of any Fiserv client, supplier, or affiliate), and other proprietary material of Fiserv that is marked with a restrictive legend, or if not so marked or is disclosed orally, is identified as confidential at the time of disclosure (and written confirmation thereof is promptly provided to Client); (B) Fiserv's information security plans, business continuity plans, proprietary computer programs (including custom software modifications, software documentation, databases, and training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein), all copyrights, patent rights, trademark rights and other proprietary rights which form part of the Fiserv Services, and the terms and conditions of this Agreement (whether or not any such information is marked with a restrictive legend); and (C) any information and data received from Fiserv that Client reasonably ought to know is confidential (whether or not any such information is marked with a restrictive legend).

(iii) "Information" means Client Information and Fiserv Information. No obligation of confidentiality applies to any Information that the receiving party ("Recipient") (A) already possesses without obligation of confidentiality; (B) develops independently; or (C) rightfully receives without obligation of confidentiality from a third party. No obligation of confidentiality applies to any Information that is, or becomes, publicly available without breach of this Agreement.

(b) Obligations. Recipient agrees to hold as confidential all Information it receives from the disclosing party ("Discloser"). All Information of Discloser shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Discloser's Information as it uses with its own similar information that it does not wish disclosed, but in no event less than

a reasonable standard of care. Recipient may only use Discloser's Information in accordance with the purpose of this Agreement. Fiserv specifically agrees that it will not use or disclose any non-public personal information about Client's customers in any manner prohibited by the *Personal Information Protection and Electronic Documents Act, the Personal Information Protection Act (Alberta), and the Personal Information Protection Act (British Columbia)*. Recipient may disclose Discloser's Information to: (i) its employees and employees of permitted subcontractors and affiliates who have a need to know; and (ii) any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with such party sufficient to require that party to treat Discloser's Information in accordance with this Agreement. Recipient may disclose Discloser's Information to the extent required by law. However, Recipient agrees to give Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order. At Recipient's option, Discloser's Information will be returned to Discloser or destroyed (except as may be contained in back-up files created in the ordinary course of business that are recycled in the ordinary course of business over a 30- to 90-day period or such longer period as required by applicable law) at the termination or expiration of this Agreement and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence. The provisions of this sub-section survive any termination or expiration of this Agreement.

(c) Residuals. Nothing contained in this Agreement shall restrict Recipient from the use in its business of any ideas, concepts, know-how, or techniques contained in Discloser's Information that are related to Recipient's business activities and retained in the unaided memory of Recipient's employees.

(d) Fiserv System and Client Systems. Fiserv systems used in the delivery of Services (the "Fiserv System") and Client's networks and computer systems ("Client Systems") contain information and computer software that are proprietary and confidential information of the respective parties, their suppliers, and licensors. Each party agrees not to attempt to circumvent the devices employed by the other party to prevent unauthorized access thereto, including, but not limited to, alterations, decompiling, disassembling, modifications, and reverse engineering thereof.

(e) Ownership. With the exception of Client Information, all information, reports, studies, object or source code, flow charts, diagrams, and other tangible or intangible material of any nature whatsoever



produced by Fiserv or jointly with Client or by any of their employees or agents, through or as a result of or related to any of the Services performed or Products provided hereunder, shall be the sole and exclusive property of Fiserv or its corporate parent. Client shall execute documents reasonably required by Fiserv to perfect such rights. Client shall be entitled to use all such work product in accordance with the terms and conditions of this Agreement.

(f) Restrictions. Without limiting any other obligation set forth in this Section 3, Client shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Fiserv Services in any manner that could compete with the business of Fiserv. Client shall not: (i) use the Fiserv Services to provide services to third parties; or (ii) reproduce, republish or offer any part of the Fiserv Services (or compilations based on any part of the Fiserv Services) for sale or distribution in any form, over or through any medium, without the prior written consent of Fiserv.

4. Information Security. (a) General. Fiserv has implemented and shall maintain commercially reasonable security standards including appropriate disposal of consumer information as required, and taking appropriate actions to address incidents of unauthorized access to Client's sensitive customer information, including notification to Client as soon as possible of any such incident. Without limiting the foregoing, Fiserv's information security program is designed to: (i) ensure the security and confidentiality of customer information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

(b) Client Requirements. As mutually agreed and at Client's expense, Fiserv shall make commercially reasonable modifications to its information security program to conform to Client's information security requirements, as they exist from time to time.

(c) Fiserv Plan. Within 30 days of Client's written request, Fiserv shall provide to Client a summary copy of Fiserv's written information security plan, and thereafter upon Client's request will provide updates on the status of its information security plan.

(d) Security Testing. Fiserv may use a third party to provide monitoring, penetration and intrusion testing with respect to certain Services. Upon Client's written request, Fiserv agrees to provide Client with a copy of

its most recent security certification, if any, for the applicable Fiserv service centre providing such Services.

(e) Client Notification. Client agrees that it shall notify Fiserv as soon as possible upon becoming aware of any incident of unauthorized access to any Information or the Fiserv System.

(f) Data Encryption. Client agrees to comply with Fiserv's then-current data encryption policies and controls regarding transmission to and from Fiserv of tapes, images, Client Files as defined in Section 6(a), or other data in connection with the Fiserv Services (collectively, "Data"). If Client requests or requires Fiserv to send, transmit, or otherwise deliver Data to Client or any third party in any manner not in compliance with such policies and controls, then, notwithstanding any other provision of this Agreement: (i) Client understands and accepts all risk of transmitting Data in an unencrypted or otherwise noncompliant format; (ii) Client releases and discharges Fiserv and its employees, officers, directors, agents, and affiliates from any and all liability, damage, or other loss under this Agreement or otherwise (collectively, "Loss") suffered by or through Client arising out of the transmission, destruction, or loss of such Data, including without limitation any information security or privacy breach related to such Data; and (iii) Client shall indemnify and hold harmless Fiserv and its employees, officers, directors, agents, and affiliates from any Loss suffered by any of them arising out of the transmission, destruction, or loss of such Data, including without limitation any information security or privacy breach related to such Data.

5. Background Checks. Fiserv shall not knowingly permit any Fiserv employee to have access to the premises, records or data of Client when such employee has been convicted of a crime in connection with a dishonest act or a breach of trust. Consistent with Fiserv's employment practices, newly hired Fiserv employees as from 1996 are required to pass a pre-employment criminal background check. Upon Client's reasonable request and at its expense, Fiserv agrees to perform additional reasonable background checks on those of Fiserv's employees who will have access to Client facilities or Client Systems located at Client facilities. The results of all such background checks shall be retained solely by Fiserv.

6. Regulatory Agencies, Regulations and Legal Requirements. (a) Client Files. Records maintained and produced for Client ("Client Files") may be subject to examination by such federal, provincial, or other governmental regulatory agencies as may have



jurisdiction over Client's business to the same extent as such records would be subject if maintained by Client on its own premises. Client agrees that Fiserv is authorized to give all reports, summaries, or information contained in or derived from the data or information in Fiserv's possession relating to Client when formally requested to do so by an authorized regulatory or government agency. Client agrees to pay Fiserv its then-current rates for all research work resulting from regulatory requests, government agency requests, and legal process requests such as subpoena or search warrant, whether issued during or after the term of this Agreement.

(h) Client acknowledges that Fiserv is not responsible for Client's compliance with regulatory and legal requirements applicable to Client's receipt of Fiserv Services.

7. Warranties and Indemnification. (a) By Fiserv.

(i) Fiserv represents and warrants that: (A) no contractual obligations exist that would prevent Fiserv from entering into this Agreement; (B) Fiserv has the requisite authority to execute, deliver, and perform Fiserv's obligations under this Agreement; (C) Services will conform to the specifications set forth in the Exhibits; (D) Fiserv will perform Client's work accurately provided that Client supplies accurate data and information, and follows the procedures described in all Fiserv documentation and notices; (E) Fiserv personnel will exercise due care in provision of Services; and (F) Fiserv will comply in all material respects with all applicable federal laws, rules and regulations applicable to Fiserv's performance of its obligations under this Agreement.

(ii) Fiserv shall defend and indemnify Client and hold it harmless against any and all amounts payable by Client under any judgment, verdict, court order or settlement entered or agreed in any third party claim or action that alleges that the Fiserv System infringes a Canadian or United States patent, copyright, or other proprietary right of such third party ("Infringement Claim"). Client agrees to notify Fiserv promptly of any Infringement Claim and grants Fiserv the sole right to control the defense and disposition of all Infringement Claims. Client shall provide Fiserv with reasonable cooperation and assistance in the defense of any Infringement Claim.

(b) By Client.

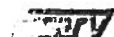
(i) Client represents and warrants that (A) no contractual obligations exist that would prevent

Client from entering into this Agreement; (B) it has complied with all applicable regulatory requirements; and (C) it has requisite authority to execute, deliver, and perform this Agreement.

(ii) Client shall indemnify and hold harmless Fiserv, its officers, directors, employees, and affiliates against: (A) any claims or actions arising out of the use by Client of the Fiserv System in a manner other than that provided in this Agreement; and (B) any and all claims by third parties through Client arising out of the performance and non-performance of Fiserv Services by Fiserv, provided that the indemnity listed in clause (B) hereof shall not preclude Client's recovery of damages from Fiserv pursuant to the terms and subject to the limitations of this Agreement. In the event the Fiserv System is found to constitute an infringement, Fiserv, at its option and expense may either: (i) replace or modify the Fiserv System with a non-infringing product; (ii) obtain for the Client the right to continue to use the Fiserv System; or (iii) terminate the affected Exhibit and provide Client with a refund for all unused prepaid Services. The foregoing states Fiserv's entire liability and Client's sole and exclusive responsibility for any third party infringement by the Fiserv System and Client hereby waives any other liability on the part of Fiserv arising therefrom.

THE WARRANTIES STATED ABOVE AND IN THE EXHIBITS, IF ANY, ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY FISERV. CLIENT ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE FISERV SERVICES AND THEIR APPLICATION TO CLIENT'S NEEDS. FISERV DOES NOT MAKE, AND CLIENT HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND FROM A COURSE OF DEALING OR USAGE OR TRADE.

(c) Mutual Indemnification. Each party (the "indemnifying party") agrees to indemnify and hold the other party and its directors, officers, employees and agents (each an "indemnified party") harmless from and against any damages resulting from the indemnifying party's breach of this Agreement. The indemnified party shall give prompt written notice to the indemnifying party of any such claim, but the failure of the indemnified



party to provide timely notice shall only relieve the indemnifying party from its obligations to the extent such late notice prejudiced the indemnifying party or resulted in increased loss or expense.

8. Limitation of Liability. IN NO EVENT SHALL FISERV BE LIABLE FOR LOSS OF GOODWILL OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT OR IN CONTRACT, EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS. NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN 2 YEARS AFTER SUCH CLAIM ACCRUED. FISERV'S AGGREGATE LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO FISERV FOR THE FISERV SERVICE RESULTING IN SUCH LIABILITY IN THE 4 MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.

9. Term and Termination. (a) Term. The initial term of this Agreement shall end 5 years following the date Fiserv Services are first used by Client in live production. Unless written notice of non-renewal is provided by either party at least 180 days prior to expiration of the initial term or any renewal term, this Agreement shall automatically renew for additional term(s) of 5 years. This Agreement shall be effective on the earlier of the Effective Date and the day services are first provided to Client by Fiserv.

(b) Material Breach; Failure to Pay.

(i) Either party may terminate this Agreement in the event of a material breach by the other party not cured within 90 days following written notice stating, with particularity and in reasonable detail, the nature of the claimed breach.

(ii) In the event any invoice amount that is not being disputed pursuant to Section 2(d) remains unpaid by Client 30 days after due, Fiserv may terminate this Agreement and/or Client's access to and use of Fiserv Services.

(c) Remedies. Remedies contained in this Section are cumulative and are in addition to the other

rights and remedies available to Fiserv under this Agreement, by law or otherwise.

(d) Defaults. If Client:

- (i) fails to cure its material breach, or fails to pay amounts due, each as set forth in Section 9(b);
- (ii) deconverts any data or information from the Fiserv System either without Fiserv's prior written consent or in violation of this Agreement; or
- (iii) commits an act of bankruptcy or becomes the subject of any proceeding under any applicable bankruptcy legislation, or if any substantial part of Client's property becomes subject to any levy, seizure, assignment, application or sale, for or by any creditor or governmental agency;

then, in any such event, Fiserv may, upon written notice, terminate this Agreement and be entitled to recover from Client as liquidated damages an amount equal to the present value of all payments remaining to be made hereunder for the remaining unused term of this Agreement. For purposes of the preceding sentence, present value shall be computed using the "prime" rate (as published by the Royal Bank of Canada) in effect at the date of termination and "all payments remaining to be made" shall be calculated by multiplying the average monthly invoices for the 6 months immediately preceding the date of termination by the remaining months of the term. Client agrees to reimburse Fiserv for any expenses Fiserv may incur, including reasonable attorneys' fees, in taking any of the foregoing actions.

(e) Convenience; Early Termination. If Client terminates this Agreement or reduces or terminates Fiserv Services for any reason other than pursuant to Section 9(b)(i), Client shall pay a termination fee based on the remaining unused term of this Agreement. Such fee shall be determined by multiplying the average of the monthly invoices for each Fiserv Service received by Client during the 6-month period preceding the effective date of termination (or if no monthly invoice has been received, the sum of the estimated monthly billing for each Fiserv Service to be received hereunder) by the remaining months of the term, plus any unamortized conversion fees or third party costs existing on Fiserv's books on the date of termination.

(f) Liquidated Damages. Client understands and agrees that Fiserv losses incurred as a result of early termination of the Agreement would be difficult or impossible to calculate as of the effective date of termination since they will vary based on, among other things, the number of clients using the Fiserv System on

the date the Agreement terminates. Accordingly, the amounts set forth in Sections 9(d) and (e) represent Client's agreement to pay and Fiserv's agreement to accept as liquidated damages (and not as a penalty) such amount for any such termination.

10. Dispute Resolution. (a) Informal. Before initiating arbitration or other legal action against the other relating to a dispute herein, the parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, either party may request that each party designate an officer or other management employee with authority to bind such party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either party may pursue formal dispute resolution. This paragraph will not apply if: (i) expiration of the applicable time for bringing an action is imminent; or (ii) injunctive or other equitable relief is necessary to protect a party's proprietary rights.

(b) Arbitration. Except with respect to disputes arising from a misappropriation or misuse of either party's proprietary rights, any dispute or controversy arising out of this Agreement or its interpretation that is not resolved under Section 10(a), may be submitted to and resolved by arbitration pursuant to the Arbitration Act of Alberta. A party seeking arbitration shall submit written notice of its request for arbitration to the other party, setting forth the specifics of the claim being made. If the parties agree to arbitrate such dispute, a formal demand for arbitration shall be submitted by such requesting party. The arbitration shall be heard before an arbitrator mutually agreeable to the parties; provided, that if the parties cannot agree on the choice of arbitrator within 10 days after the parties agree to arbitrate, then the arbitration shall be heard by 3 arbitrators, 1 chosen by each party, and the third chosen by those 2 arbitrators. The arbitrators will be selected from a panel of persons having experience with and knowledge of information technology and at least 1 of the arbitrators selected will be an attorney. Discovery shall not be permitted. A hearing on the merits of all claims for which arbitration is sought by either party shall be commenced not later than 60 days from the date demand for arbitration is submitted. The arbitrator(s) must render a decision within 10 days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and the judgment thereon may be entered in any court of competent jurisdiction.

(c) Applicable Law. The arbitration shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. The

arbitrators shall apply the substantive law of the Province of Ontario, without reference to provisions relating to conflict of laws. The arbitrators shall not have the power to alter, modify, amend, add to, or subtract from any term or provision of this Agreement, nor to grant any extension, renewal, or continuance of this Agreement. The arbitrators shall have the authority to grant any legal remedy available had the parties submitted the dispute to a judicial proceeding.

(d) Location. If arbitration is used to resolve any disputes between the parties, the proceedings to resolve any such dispute shall be held in the headquarters city of the party receiving the request for arbitration from the other party.

11. Audit. (a) General. Fiserv employs an internal auditor responsible for ensuring the integrity of its processing environments and internal controls. In addition, Fiserv provides for periodic independent audits of its operations, which shall include an annual SAS-70 Type II audit to the extent required by law or regulation. Fiserv shall provide Client with a copy of such independent audit report of the Fiserv service centre providing Services within a reasonable time after its completion and shall charge each client a fee based on the pro rata cost of such audit. If material deficiencies affecting the Services are noted in such audit report, Fiserv and Client will meet promptly to review such deficiencies. Fiserv will develop and implement an action plan to address and resolve any such deficiencies within a commercially reasonable time at Fiserv's expense.

(b) Regulatory. As specifically permitted by law and regulation, Fiserv acknowledges and agrees that regulators shall be permitted to audit Fiserv's performance under this Agreement at any time during Fiserv's normal business hours.

(c) Billing Records. Upon Client's reasonable request in writing, Fiserv shall provide Client with documentation supporting the amounts invoiced by Fiserv hereunder for the 12-month period preceding such Client request. If such documentation reveals the amounts paid to Fiserv exceed the amounts to which Fiserv is entitled and such amounts are independently verified, Fiserv shall promptly remit the amount of such overpayment.

12. General. (a) Funding Agreement; Assignment. This Agreement is binding upon the parties and their respective successors and permitted assigns. Neither this Agreement nor any interest may be sold, assigned, transferred, pledged, or otherwise disposed of by Client, whether pursuant to change of



control, by operation of law or otherwise, without Fiserv's prior written consent. Client agrees that Fiserv may subcontract any services to be performed hereunder; provided that any such subcontractors shall be required to comply with all applicable terms and conditions of this Agreement, and Fiserv shall remain primarily liable for the performance of any such subcontractors.

(b) Entire Agreement; Amendments. This Agreement, including its Exhibits and Appendices (if any), which are expressly incorporated herein by reference, constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto. Each party hereby acknowledges that it has not entered into this Agreement in reliance upon any representation made by the other party not embodied herein. Modifications of this Agreement must be in writing and signed by duly authorized representatives of the parties. In the event the provisions of any Exhibit conflict with the provisions of this Agreement, this Agreement shall control unless the applicable Exhibit expressly provides that its provisions control.

(c) Severability. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect.

(d) Governing Law; Jury Trial Waiver. This Agreement will be governed by the substantive laws of the Province of Alberta and the federal laws of Canada applicable therein, without reference to provisions relating to conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement.

(e) Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to recommence performance as promptly as commercially practicable (provided that the affected Party shall not be required to settle any strike or other labour or industrial dispute or disturbance on terms that are, in the

reasonable opinion of the affected Party, adverse to its interests or not commercially reasonable).

(f) Notices. Any written notice required or permitted to be given hereunder shall be given by: (i) Registered or Certified Mail, Return Receipt Requested, postage prepaid; (ii) confirmed facsimile; or (iii) nationally recognized overnight courier service to the other party at the addresses listed on the cover page or to such other address or person as a party may designate in writing. All such notices shall be effective upon receipt.

(g) No Waiver. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.

(h) Prevailing Party. The prevailing party in any arbitration, suit, or action brought against the other party to enforce the terms of this Agreement or any rights or obligations hereunder, shall be entitled to receive its reasonable costs, expenses, and attorneys' fees of bringing such arbitration, suit, or action.

(i) Survival. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(j) Exclusivity. Client agrees that Fiserv shall be the sole and exclusive provider of the services that are the subject matter of this Agreement. For purposes of the foregoing, the term "Client" shall include Client affiliates. Client agrees not to enter into an agreement with any other entity to provide these services (or similar services), and not to perform these services (or similar services) for itself, during the term of this Agreement without Fiserv's prior written consent. If Client acquires another entity, the exclusivity provided to Fiserv hereunder shall take effect with respect to such acquired entity as soon as practicable after expiration or earlier termination of such acquired entity's previously existing arrangement for these services. If Client is acquired by another entity, the exclusivity provided to Fiserv hereunder shall apply with respect to the level or volume of services provided immediately prior to the signing of the definitive acquisition agreement relating to such acquisition and shall continue with respect to the level or volume of such services until any termination or expiration of this Agreement.

(k) Recruitment of Employees. Neither party shall, without the prior written consent of the other

party, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by Fiserv or the Client, as applicable, and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with Fiserv or the Client, as applicable, or (ii) termination or expiration of this Agreement. The foregoing shall not apply to the hiring of any Restricted Employees that respond to internet or other advertisements of general circulation not specifically targeted at such employees. "Restricted Employee" means any former or current employee of Fiserv or its affiliates or of the Client that the other party became aware of or came into contact with during Fiserv's provision of services under this Agreement.

(l) Publicity. Client and Fiserv shall have the right to make general references about each other and the type of services being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and clients, provided that in so doing Client or Fiserv does not breach Section 3 of this Agreement. The parties may mutually agree on a press release relating to the execution of this Agreement. In conjunction with this, the party initiating such release shall give the other party a

reasonable opportunity to review and comment on the content thereof prior to its release.

(m) Independent Contractors. Client and Fiserv expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except as expressly authorized herein.


(n) No Third Party Beneficiaries. No third party shall be deemed to be an intended or unintended third party beneficiary of this Agreement.


(o) Fiserv shall, following the request of Client, provide to Client or the applicable regulatory agency so requiring a copy of Fiserv, Inc.'s audited consolidated financial statements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Client:

For Fiserv:

By: 
 Name: KURT ROBINSON
 Title: EXEC ASSIST. DISTRICT SERVICES
 Date: July 17, 2008

By: 
 Name: Kevin Sparks
 Title: Vice President
 Date: July 20, 2008



MASTER AGREEMENT SERVICES TERMS

These Master Agreement Services Terms ("Services Terms") dated as of 14 July 2008 ("Services Terms Effective Date"), are hereby incorporated into the Agreement entered into between Fiserv Solutions, Inc. ("Fiserv") and Lutheran Church of Canada ABC District ("Client") as of 14 July 2008 (as amended through the date hereof, the "Agreement"). In the event of a conflict between these Services Terms and the Agreement, these Services Terms shall control. In the event of a conflict between these Services Terms and any Exhibits, these Services Terms shall control unless the applicable Exhibit expressly provides that its provisions control. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned in the Agreement.

1. Applicability. These Services Terms shall apply to the following Services, and any other processing Services, to the extent any such Services are added as Exhibits to the Agreement:

- Account Processing Services
- Disaster Recovery Services

2. Additional Services. (a) Implementation Services. For the fees, if any, set forth in the Exhibits, Fiserv will provide Implementation Services to the extent applicable to the Services "Implementation Services" means services: (i) to convert Client's existing applicable data and/or information to a format compatible with the Services, and/or (ii) to implement the Services. Client agrees to provide all necessary cooperation, information and assistance in connection with Implementation Services to facilitate conversion and/or implementation. Client is responsible for all out-of-pocket expenses reasonably incurred by Fiserv in connection with Implementation Services.

(b) Training Services. To the extent applicable to Fiserv Services, Fiserv shall provide training, training aids, user manuals, and other documentation for Client's use as Fiserv finds necessary to enable Client personnel to become familiar with Fiserv Services, for the fees, if any, set forth in the Exhibits. If requested by Client, classroom training in the use and operation of Fiserv Services will be provided at a training facility designated by Fiserv for the fees, if any, set forth in the Exhibits.

3. Fiserv Obligations. (a) Client Policies. While assigned to provide Services at a Client location or otherwise visiting Client's facilities, Fiserv employees will: (i) comply with Client's reasonable safety and security procedures and other reasonable Client rules applicable to Client personnel at those facilities to the extent all such procedures and rules are provided to Fiserv in writing and in advance, (ii) comply with all reasonable requests of Client personnel, as applicable, pertaining to personal and professional conduct, and

(iii) otherwise conduct themselves in a professional and businesslike manner.

(b) Changes. Fiserv may make changes in its methods of delivering the Services, including but not limited to operating procedures, type of equipment or software resident at, and the location of, Fiserv's service centres). Fiserv will notify Client prior to implementing any material change that will affect Client's normal operating procedures, reporting, or internal service costs.

(c) Client Systems Access. If Fiserv accesses Client Systems, Fiserv will: (i) use this access only to provide Fiserv Services to Client; and (ii) ensure that the Fiserv System includes up-to-date anti-viral software designed to prevent viruses from reaching Client Systems through the Fiserv System.

4. Client Obligations. (a) Procedures. Client agrees to comply with Fiserv's procedures and operating instructions for use of Services and the Fiserv System.

(b) Communication Lines, Terminals, Equipment, Software. At Client's expense, Client will provide or procure from Fiserv all communication lines, terminals, equipment, computer software, and interface devices collectively, "Client Equipment" required to access the Fiserv System and to transmit and receive data and information between Client's location(s), Fiserv's service centre(s), and/or other necessary location(s). All Client Equipment is subject to approval by Fiserv and shall be compatible with the Fiserv System. If Client has elected to provide such items itself, Fiserv shall provide Client with a list of compatible equipment and software. Client agrees to pay Fiserv's standard fee for recertification of the Fiserv System resulting from Client's use of non-compatible Client Equipment. If Fiserv provides such items, Client agrees to pay charges relating to the installation and use of Client Equipment as set forth in the Exhibits.

(c) Input. Client shall be solely responsible for the input, transmission, or delivery to and from Fiserv (whether delivered to or from Client sites) or any applicable clearinghouse, regulatory agency, or Federal Reserve Bank) of all information and data required by Fiserv to perform Services unless Client has retained Fiserv to handle such responsibilities, as specifically set forth in the Exhibits. The information and data shall be provided in a format and manner approved by Fiserv. Client shall determine and be responsible for the authenticity and accuracy of all information and data submitted to Fiserv.

(d) Client Personnel. Client shall designate appropriate Client personnel for training in the use of Services, shall supply Fiserv with reasonable access to Client's site during normal business hours for Implementation Services, and shall cooperate with Fiserv personnel in their performance of Services.

(e) Client Review. Client shall review all reports furnished by Fiserv for accuracy, and shall work with Fiserv to reconcile any out of balance conditions or discrepancies.

(f) Client Systems. Client shall ensure that Client Systems: (i) are capable of passing and/or accepting data from and/or to the Fiserv System, and (ii) include up-to-date anti-viral software designed to prevent viruses from reaching the Fiserv System through Client Systems.

5. Disaster Recovery. (a) General. Fiserv maintains a disaster recovery plan ("Disaster Recovery Plan") for each Service. A "Disaster" shall mean any unplanned interruption of the operations of or inaccessibility to Fiserv's service centre in which Fiserv, using reasonable judgment, requires relocation of processing to a recovery location. Fiserv shall notify Client as soon as possible after the occurrence of a Disaster and shall comply with the Disaster Recovery Plan. Fiserv shall move the processing of Client's standard services to a recovery location in a commercially reasonable manner, and shall coordinate the cut-over to back-up telecommunication facilities with the appropriate carriers. Client shall maintain adequate records of all transactions during the period of service interruption and shall have personnel available to assist Fiserv in implementing the switchover to the recovery location. During a Disaster, optional or on-request services shall be provided by Fiserv only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

(b) Communications. Fiserv shall work with Client to establish a plan for alternative communications in the event of a Disaster.

(c) Disaster Recovery Test. Fiserv shall test the Disaster Recovery Plan periodically. Client agrees to participate in and assist Fiserv with such test, if requested by Fiserv. Upon Client's request, test results will be made available to Client's management, regulators, auditors, and insurance underwriters.

(d) Client Plans. Fiserv agrees to release information necessary to allow Client's development of a disaster recovery plan that operates in concert with the Disaster Recovery Plan.

(e) No Warranty. Client understands and agrees that the Disaster Recovery Plan is designed to minimize, but not eliminate, risks associated with a Disaster affecting Fiserv's service centres. No performance standards shall be applicable for the duration of a Disaster. Client maintains responsibility for adopting a disaster recovery plan relating to disasters affecting Client's facilities, and for securing business interruption insurance or other insurance necessary for Client's protection.

6. Deconversion Charges. Client agrees to pay Fiserv's then-current deconversion charges in connection with Client's deconversion from the Fiserv System.

7. Last Records. If Client's records or other data submitted for processing are lost or damaged as a result of any failure by Fiserv, its employees, or agents to exercise reasonable care to prevent such loss or damage, Fiserv's liability on account of such loss or damages shall not exceed the reasonable cost of reproducing such records or data from Fiserv's back-up data or from exact duplicates thereof in Client's possession.

8. Termination. (a) Return of Client Files. Upon expiration or termination of the Agreement or any Exhibit, Fiserv shall furnish to Client such copies of Client Files applicable to the Service(s) being terminated as Client may request in a Fiserv standard format or mutually agreeable format, and shall provide such information and assistance as is reasonable and customary to enable Client to deconvert from the Fiserv System; provided, however, that Client agrees and authorizes Fiserv to retain Client Files until: (i) Fiserv is paid in full for all amounts due and all Fiserv services provided through the date such Client Files are returned to Client; (ii) Fiserv is paid its then standard fees for the services necessary to return such Client

Files; (iii) if the Agreement or applicable Exhibit is being terminated, Fiserv is paid any applicable termination fee pursuant to the Agreement; and (iv) Client has returned or destroyed all Fiserv Information in accordance with Section 3(b) of the Agreement. Unless directed by Client in writing to the contrary, Fiserv shall be permitted to destroy Client Files any

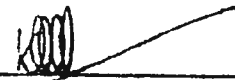
time after 30 days from the final use of Client Files for processing.


(b) Miscellaneous. Client is responsible for the deinstallation and return shipping of any Fiserv-owned equipment located on Client's premises.

IN WITNESS WHEREOF, the parties have caused these Services Terms to be executed by their duly authorized representatives as of the Services Terms Effective Date.

For Client:

For Fiserv:

By: 

By: 

Name: KURT ROBINSON

Name: Kevin Sparks

Title: Exec Asst District Services

Title: Vice President

Date: July 17, 2008

Date: July 18, 2008

Account Processing Services

Client agrees with Fiserv as follows:

1. Services. Fiserv will provide Client the Account Processing Services ("Account Processing Services") specified in Exhibit A - 1.

2. Fees. Client shall pay Fiserv fees and other charges for Account Processing Services specified in Exhibit A - 2.

3. Responsibility for Accounts. Client shall be responsible for balancing its accounts each business day and notifying Fiserv immediately of any errors or discrepancies. Provided that Client immediately notifies Fiserv of any discrepancy in Client's accounts, Fiserv shall, at its expense, promptly recompute accounts affected by discrepancies solely caused by the Fiserv Systems or provide for another mutually agreeable resolution. Fiserv will use its commercially reasonable efforts to correct errors attributable to Client or Client's other third party servicers. Reconstruction of error conditions attributable to Client or to third parties acting on Client's behalf will be done at prevailing rates as set forth in Exhibit A - 2.

4. Annual Histories. Fiserv currently maintains annual histories, where applicable, for its clients. These histories can be used to reconstruct Client Files in an emergency. However, in order to permit prompt and accurate reconstruction of accounts, Client agrees to retain at all times and make available to Fiserv upon request the most recent data printout(s) received from Fiserv, together with copies or other accurate and retrievable records of all transactions to be reflected on the next consecutive printout(s).

5. Hours of Operation. Account Processing Services will be available for use by Client during standard Fiserv business hours, excluding holidays, as specified in Exhibit A - 3. Account Processing Services may be available during additional hours, during which time Client may use Services at its option and subject to additional charges.

6. Performance Standards. The Fiserv performance standards for the Account Processing Services are set forth in Exhibit A - 4. In no event shall Fiserv be liable to Client for damages of any

nature arising solely from failure by Fiserv to meet Performance Standards.

7. Protection of Data. (a) For the purpose of compliance with applicable government regulations, Fiserv has an operations backup center, for which Client agrees to pay the charges indicated in Exhibit A - 2. Copies of transaction files are maintained by Fiserv off premises in secured vaults.

(b) Fiserv provides systems security utilizing commercially reasonable standards to protect Client Files from unauthorized access in compliance with applicable governmental regulations.

(c) Upon Client providing access to Client Files through Client's customers' personal computers or voice response system, Client agrees to indemnify and hold harmless Fiserv, its officers, directors, employees, and affiliates against any claims or actions arising out of such access to Client Files or any Fiserv files (including the files of other Fiserv clients) or the Fiserv System or other Fiserv systems.

8. Processing Priority. Fiserv does not subscribe to any processing priority; all users receive equal processing consideration.

9. Forms and Supplies. Client assumes and will pay the charges for all customized forms, supplies, and delivery charges. Custom forms ordered through Fiserv will be subject to a 15% administrative fee for warehousing and inventory control. Forms ordered by Client and warehoused at Fiserv will be subject to the administrative fee set forth in Exhibit A - 2.

10. Regulatory Supervision. By entering into this Agreement, Fiserv agrees that regulatory agencies having authority over Client's operations shall, subject to reasonable confidentiality protections, have the right to access Fiserv's internal information relating to the provision of the Account Processing Services to Client. Fiserv shall co-operate with any review, examination or monitoring activities performed by such regulatory agencies, acting within their proper jurisdiction, in connection with the provision of the Account Processing Services to Client.

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit A to the Agreement to be executed by their duly authorized representatives as of the date indicated below.

For Client:

By: [Signature]

Name: KURT ROBINSON

Title: Exec Assist. Insurance Services

Date: July 17, 2008

For Fiserv:

By: [Signature]

Name: Kevin Sparks

Title: Vice President

Date: July 20, 2008

Account Processing Services

Fiserv Responsibilities. Fiserv will provide Client with the following Account Processing Services

Account Processing Services:

- Account Processing Services, provided with release 2.7 of the iSpectrum banking system, cover the following functional areas:
 - Client Services
 - Client ID, Drivers License and Signature Capture
 - Term Deposits
 - Savings Accounts
 - RESPs (Available in Release 3.0)
 - Retirement Plans
 - Client and Account Maintenance
 - Monetary Services
 - Monetary Transactions
 - Foreign Exchange
 - Commercial, Consumer and Mortgage Loans Origination and Servicing
 - Personal Loans
 - Mortgages
 - Lines of Credit
 - Auto Decisions
 - Sales and Marketing
 - Next Product to Sell
 - Key Indicators
 - Back Office Processing
 - Ad-Hoc Reporting
 - Configuration Settings and Parameters
 - Standard Reports
 - Standard iSpectrum interfaces as required

Network Support Services:

- Secure Internet connection between Fiserv's account processing center and Client's locations.
- (Note: The connection between Client and Client's Internet Service Provider (ISP) is the responsibility of Client.)

Conversion Services (if applicable):

- Executive Overview and Planning Session - outlines the effort and resources required for implementation and planning of the project and tasks required.
- Operations Audit - review of the operations audit questionnaire, client forms, procedures, and interfaces currently being utilized and discussion of exception items..
- Configuration Parameters - Configure system in accordance with specifications developed with Client.
- Convert data into the Fiserv System format in accordance with the conversion specifications developed with Client.
- Promptly notify Client concerning any questions or errors discovered during the data verification processes.
- Application Training - training in the functions and operations of the Account Processing Services software.
- Quality Acceptance and Daily Testing - review of converted data and daily processing by Fiserv.
- Data Verification - review and verification of converted data and daily processing by Client and Fiserv project teams.
- Conversion Readiness - final review of converted data, procedures, daily processing, workflow, balancing, and additional familiarization with functionality by Client.

- Live Conversion - initial production implementation.
- Post Conversion Resolution/Turnover – resolution of outstanding issues and turnover of Client to Fiserv's post-conversion support organization.
- Fiserv will use commercially reasonable efforts to address and resolve all Client questions and concerns provided to Fiserv before the "Final Date for Conversion Program Changes" outlined below prior to actual conversion.

Data Converted*	Data Not Converted
Member-File	History
Loan-File	Loan Applications
Share-File	Collection Workcards
Registered Plans - Including Distribution Data	Accounts Payable
Certificates	Fixed Assets
Payroll - Deductions & Allocations	General Ledger History
ACH Allocations	Credit Reports
Transfer Sources	Archived Reports or Statements
Memos (Messages)	Charged-off Loans from Third Party System
Stop Payments	In-House Credit Cards
Cheque Holds	Outstanding Corporate Cheques
Loan/Share Pledges	
Charged-Off Loans Maintained on Current Processor	
Bond Interest (if on current processor)	
Account Number Cross Reference Files	

* Data to be converted may not contain fields that will require Fiserv to calculate values, including year-to-date data.

Training:

- Two week of self-paced "train the expert" (Client expert) training. (Note: End user operations training is taught by the Client expert trainer with remote Fiserv support.)
- Three days of on-site review and Client expert training preparation.
- One week of on-site mid-office specialized training.
- Release training as required, determined by the complexity of the release.

Help Desk Services:

- Staffing and maintenance to undertake investigations, inquiries, and problem resolution associated with the Application Processing Services software.
- Applications support personnel will be available to assist and support Client's support services staff.

Other:

- Forms. Fiserv will provide eight customized forms to Client as part of the conversion process. Fiserv will train Client on Adobe Acrobat for additional forms Client may want to configure.

Client Responsibilities. Client will be responsible for the following activities

Personnel:

- Project Manager
- Staff necessary to assist in Implementation Services

- Courier services for delivery of data.
- For any products or services requiring special training prior to use, participate in training classes prior to implementation at a mutually agreeable location.

Network Support Services:

- Connection to one or more Internet Service Providers (ISP) with which to access the Application Processing Services software.
- Firewalls, routers, LAN(s) and WAN to branches.
- Local and Wide Area Networks (LAN/WAN) design, set-up and support is the responsibility of Client.
- Provide cabling from the data communication equipment to each device location.

Desktop Computers:

- Provide desktop computers that satisfy requirements of the Fiserv System. For front-line personnel, a 1.8 GHz processor is recommended. For others, a 1 GHz processor is recommended depending on job role and system usage. All workstations should have 512MB RAM, a video card with it's own video memory, a video monitor capable of 1024x768 resolution, Internet Explorer 6, 40 Gb disk space, and Windows XP. If a Citrix environment is deployed, a similar capacity requirement exists for the Citrix servers.
- Provide desktop computers for standalone applications, including General Ledger and Collections.

Conversion:

- Provide test conversion and actual conversion data in form and format acceptable to Fiserv in accordance with the Conversion Installation Schedule outlined below.
- Notify Fiserv immediately of any questions or concerns regarding the test conversion output, but in no event later than the "Final Date for Conversion Program Changes" outlined below.

Third-Party Software:

- Evaluation, selection, licensing, and procurement of maintenance for third party application software (to be operated by Fiserv on Client's behalf) as mutually agreed to by Fiserv and Client.
- Obtain any necessary consents to utilize third party software licensed to Client as of the Effective Date, which consents shall be provided to Fiserv (the obtaining of such consents shall be a condition precedent to performance by Fiserv of its obligations).
- Advise Fiserv of any connections, upgrades, or enhancements that become available from third party vendors so that they may be installed on a mutually agreeable schedule and in accordance with the third party vendor's recommended time schedule.
- Providing Fiserv with a complete copy of all license and maintenance agreements related to third party software.

Both Parties' Responsibilities. Both parties will be responsible for the following activities

Installation Schedule:

- The Installation Schedule set forth below is considered a guide and dates may vary. Fiserv will use commercially reasonable efforts to meet the scheduled Live Date; however, Fiserv shall not be responsible for delays caused by inadequate facilities, delayed data circuit installation, Client's WAN implementation or other circumstances beyond Fiserv's control. As of the Effective Date, both parties anticipate that Implementation shall occur on the following timeline:

<u>Milestone Description</u>	<u>Date</u>
Test Conversion Data Provided by Client	May 31, 2008; June 30, 2008; July 31, 2008
Final Date for Conversion Program Changes	August 15, 2008
Actual Conversion Data Provided by Client	August 31, 2008
Live Date	September 10, 2008

Account Processing Services Fees

Exhibit A - 2

Fiserv will provide Client the following Account Processing Services at the fees and prices indicated:

Standard Service Charges

Standard Services:

- Standard Service Charges cover the following functional areas*:
- o Client Services
 - Client ID and Signature Capture
 - Term Deposits
 - RESPs (Available in Release 3.0)
 - Retirement Plans
 - Client and Account Maintenance
 - o Monetary Services
 - Monetary Transactions
 - Foreign Exchange
 - o Commercial, Consumer and Mortgage Loans Origination and Servicing
 - Personal Loans
 - Mortgages
 - Lines of Credit
 - Auto Decisions
 - o Sales and Marketing
 - Next Product to Sell
 - Key Indicators
 - o Back Office Processing
 - Ad-Hoc Reporting
 - o Configuration Settings and Parameters
 - o Standard Reports
 - o Standard iSpectrum Interfaces
- *Provided with release 2.7 of the iSpectrum Fiserv System

Per-Investor Monthly Standard Services Charges Schedule:

Estimated Investor Count	Per Investor Charge	Estimated Standard Service Charge
4,200	\$1.31/month CAD	\$5,502 CAD (Estimated with 4,200 Investors)

Disaster Recovery Service Charges:

Disaster Recovery Monthly Charges Services:

Disaster Recovery Services Monthly Charge	Total
10% of Standard Service Charges	Calculated Monthly (Estimated at \$550 CAD with 4,200 Investors)

Conversion and Implementation Services:

Conversion and Implementation Service Charges:

Conversion/Implementation/Training	One Time Fee	Total
Conversion/Implementation/Training Charges	Time and Materials Not to Exceed \$140,000 CAD	Time and Materials Not to Exceed \$140,000 CAD

Development Items

Fiserv will perform the following development work listed in this section on behalf of Client. Unless otherwise noted, all development items will be incorporated into the iSpectrum Software; all interfaces, extracts, etc. will be developed and deployed prior to implementation. Specifically excluded is any custom development or programming subsequently identified. Those costs will need to be determined. Any Third Party charges incurred by Fiserv during the development or deployment of these items is the responsibility of the Client.

Items to be developed include:

Description	Charge (\$CAD)
(Not Applicable)	\$N/A CAD
Development Services Total	\$N/A CAD

Account Processing Services Fees Notes

Telecommunication charges (including Internet access charges) incurred by Fiserv on behalf of the Client, will be billed at cost. The connection between Client and Client's Internet Service Provider (ISP) is the responsibility of Client.

Prices shown are for products and services identified. Future, optional Fiserv Services may be offered for additional charges. Set-up, implementation, and/or training charges may also apply for Fiserv Services added after conversion.

Network, switching, and telecommunications (including Client internet access) services are not provided by Fiserv. Charges for those services are the responsibility of the Client.

Prices shown shall be in effect for 12 months from the date Client first uses Fiserv Account Processing Services in production. Thereafter, rates may be increased upon prior written notice to Client, limited to 7%.

Client is responsible for reimbursement of all travel expenses reasonably incurred by Fiserv in conjunction with Conversion and Implementation Services. Additional charges for installation and travel expenses will be the responsibility of the Client if Client decides to postpone installation of any part(s) of the Software System to a date later than the scheduled conversion date. Installation date for any postponed modules will need to be determined by mutual agreement between the Client and Fiserv. Fiserv will be responsible for additional installation and travel expenses if Fiserv causes the postponement.

Unlimited problem calls and ten "how-to" calls per month are included in the Standard Service Charges.

Current professional services rates are \$150 per hour CAD.

Forms and supplies administrative fee shall be 10%

Exhibit A - 3

Hours of Operation

The Fiserv Account Processing Center will be in operation for on-line Account Processing Services in accordance with the following:

- Account Processing Services are scheduled to be available 24/7, 365 days per year.
- Fiserv support staff is available to answer Client calls Monday through Friday, 8:00 am to 5:00 pm.
- Emergency support is available via beeper support outside of Monday through Friday, 8:00 am to 5:00 pm.

All times stated are in accordance with prevailing Pacific Time. The Fiserv Account Processing Center will observe Canadian national holidays, and will be closed for operations.

Performance Standards

A. On-Line Availability - Fiserv's standard of performance shall be on-line availability of the Fiserv System (exclusive of telecommunications and terminals) 98% of the time that it is scheduled to be so available over a 3-month period ("Measurement Period"). Actual on-line performance will be calculated monthly by comparing the number of hours that the Fiserv System was scheduled to be operational on an on-line basis exclusive of preventive maintenance and scheduled maintenance with the number of hours, or a portion thereof, it was actually operational on an on-line basis. Preventive maintenance will not be scheduled during normal on-line processing hours. Preventive maintenance will be performed on only mission critical equipment during on-line processing hours. Downtime caused by reasons beyond Fiserv's control will not be considered in the statistics.

B. Report Availability - Fiserv's standard of performance for report availability shall be that, over a Measurement Period, 95% of all Critical Daily Information shall be available for remote printing or dispatch to the courier on time without significant errors. Critical Daily Information shall mean priority group reports that Fiserv and Client mutually agree in writing are necessary to account properly for the previous day's activity and properly notify Client of overdraft, NSF, or return items. The agreed upon Critical Daily Information shall be listed on an exhibit attached to the final conversion plan. On time delivery for Critical Daily Information shall be 6:30 a.m. if delivered to Client's remote print facility and 8:30 a.m. if delivered to Client by courier. A significant error is one that impacts Client's ability to account properly for the previous day's activity and/or account properly for overdraft, NSF, or Return items. Actual performance will be calculated monthly by comparing the total number of reports scheduled to be available from Fiserv to the number of reports that were available on time and without error.

Other report performance standards

Report Type	Availability Service Level
Non-Critical Daily reports	Transmitted no later than the following business day
Weekly reports	Transmitted no later than the second business day after the weekend
Monthly reports	Transmitted no later than the second business day after month-end
Government reports	Transmitted in accordance with established government guidelines
Custom reports	Transmitted no later than the business day following report generation
Statement information	Transmitted to designated statement processor no later than 72 hours after statement cycle cutoff

C. Response Time - Fiserv's standard of performance for response time shall be that the daily response time for 98% of transactions shall be 5 seconds for a single-function teller transaction or 5 seconds for a non-monetary single-function transaction on average as determined from measurements taken over a Measurement Period. A transaction shall mean a basic deposit, withdrawal, or monetary transaction. The measurement shall begin when the request has been received by the server and shall end when the response has been transmitted by the server. Fiserv will log and retain a record of response time maintaining appropriate analytical reports. Fiserv will work with Client and third-party vendors to ensure commercially reasonable response time.

D. Client Inquiries - All Client inquiries will be acknowledged by Fiserv within 2 hours of request. A plan for resolution of the inquiry will be completed by Fiserv within 24 hours of the inquiry unless a mutually agreeable time is accepted by Fiserv and Client.

Other performance standards:

Response Level	Impact Condition	Response Level
1	Down interface to ATM, POS, or home banking systems Down Audio Voice Response system Down data communications	<ul style="list-style-type: none"> » Continuous attention begins with initial report of problem and continues until condition is resolved. » Response team formed, if issue not resolved within 2 hours, with appropriate resources (including vendors if relevant) and project leader designated. » Status call every hour.
2	Time-critical processes, such as but not limited to high volume batch postings, rate changes, statements, etc., affecting a large percentage of members or member balances.	<ul style="list-style-type: none"> » Continuous attention begins within 4 hours of report of problem. » Root cause identified and resolved within 24 hours. » Data repair, if necessary to be complete within 16 hours. » Status call every four hours.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Client:

For Fiserv:

By: [Signature]
 Name: KURT ROBINSON
 Title: Exec. Assist. District Services
 Date: July 17, 2008

By: [Signature]
 Name: Kevin Sparks
 Title: Vice President
 Date: July 20, 2008

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Material Purchased Through Fiserv

Client agrees to purchase, and Fiserv agrees to sell, hardware and software licenses on the terms and subject to the conditions set forth below:

1. Equipment. Hardware and software licenses being purchased through Fiserv are described in each Exhibit L - # ("Material"). Client understands that Fiserv is acting as an independent sales organization representing each manufacturer or supplier (each, a "Supplier") identified in each Exhibit L - #.

2. Payment. Client shall pay Fiserv 50% of the total price for Material specified in each Exhibit L - # upon execution of such Exhibit and 50% upon delivery of Material to the site or sites designated by Client on each Exhibit L - # (collectively, "Installation Site"). Client shall be responsible for all freight charges associated with shipment of Material from Supplier or Fiserv, as the case may be, to the Installation Site. All prices, specified in each Exhibit L - # shall be subject to any price increase of a Supplier. Upon any such price increase, Fiserv shall increase the prices for Material accordingly.

3. Fiserv Obligations. Client also understands and agrees that the ability of Fiserv to obtain Material may be subject to availability and delays due to causes beyond Fiserv's control. Fiserv shall promptly place any orders submitted under this Exhibit with each Supplier and shall, at Client's direction, request expedited delivery whenever available.

4. Insurance. Client shall be responsible for appropriate property insurance for all equipment, whether Client-owned or Fiserv-owned, within Client's premises.

5. Delivery and Installation. (a) Delivery. On Client's behalf, Fiserv shall request the delivery of Material to the Installation Site on or about the date requested by Client ("Delivery Date"). In the absence of shipping instructions, Fiserv shall select a common carrier on Client's behalf.

(b) Installation. Fiserv shall arrange for the installation of the items of Material in consideration of the Installation Fees listed on each Exhibit L - #. Client shall not perform any installation activities without Fiserv's written consent. Fiserv or its designee shall have full and free access to Material and the Installation Site until installation is completed. If a suitable installation environment is not provided by Client, then Fiserv shall be required to perform only as many normal installation procedures as it deems to be practicable within the available facilities. Installation of Material will take place during normal Fiserv business hours, Monday through

Friday, exclusive of Fiserv holidays, unless otherwise agreed by Fiserv.

(c) Installation Environment. Client shall provide a suitable installation environment for Material as specified by Fiserv or its agents and any and all other specifications provided to Client by Supplier or Fiserv. Unless Fiserv agrees to so provide, Client shall also be responsible for (i) furnishing all labor required for unpacking and placing Material in the desired location for installation; and (ii) physical planning including, but not limited to, floor planning, cable requirements, and safety requirements in accordance with the installation manual and any and all applicable building, electrical, or other codes, regulations, and requirements. All such physical planning shall be completed on or before the Delivery Date.

6. Shipment and Risk of Loss. All prices shown on each Exhibit L - # are F.O.B. Supplier's plant. All transportation, rigging, drayage, insurance, and other costs of delivery of Material to the Installation Site shall be paid by Client. Risk of loss shall pass to Client upon delivery of the Material to the freight provider.

7. Title to Equipment. Title to all hardware items comprising Material shall remain with Supplier or Fiserv, as the case may be, until all payments therefor are made by Client and, until such time, Client agrees that it shall not sell, transfer, pledge, or otherwise dispose of such items without Fiserv's prior written consent nor move such items from the Installation Site.

8. Security Interest. Client grants Fiserv a security interest in each component part of Equipment and the proceeds thereof until the purchase price due Fiserv is paid in full. Client shall execute any instruments or documents Fiserv deems reasonably appropriate to protect the security interest and this Exhibit shall constitute a security agreement within the meaning of the relevant personal property security legislation. In the event of default in payment or other breach by Client, Fiserv shall have all rights and remedies of a secured creditor upon default as provided by applicable law. Fiserv shall, at its sole expense, file releases for any financing statements recorded pursuant to this Exhibit promptly upon receipt of final payment.

9. Acceptance. Equipment shall be deemed to have been accepted when it has passed either Fiserv's or

Supplier's standard post-installation test procedures at the Installation Site.

10. Warranties Fiserv warrants that Client will acquire good and clear title to all hardware items comprising Material free and clear of all liens and encumbrances upon full payment of all applicable fees described herein. Fiserv hereby assigns to Client all warranties Supplier has granted to Fiserv with respect to Material as set forth on each Exhibit L - # to the extent assignable. Client hereby agrees to all of the terms and conditions applicable to those warranties and acknowledges that:

(i) neither Supplier nor Fiserv warrants that use of Material will be uninterrupted or error free; and

(ii) Supplier's warranties, and the assignment of such warranties by Fiserv to Client, shall not impose any liability on Fiserv due to the services or assistance provided to Client by Fiserv with respect thereto.

11. Liability. Notwithstanding the limitation of liability provisions set forth in the Agreement, and except as expressly set forth in any license provided to Client, Fiserv's aggregate liability for a default relating to Material shall be limited to the amount paid by Client to Fiserv for the applicable Material.

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit L to the Agreement to be executed by their duly authorized representatives as of the date indicated below.

For Client:

By: [Signature]
Name: KURT ROBINSON
Title: EXECUTIVE ASST. DISTRICT SERVICES
Date: July 28, 2008

For Fiserv:

By: [Signature]
Name: Kevin Sparks
Title: Vice President
Date: Aug 5, 2008



Materials Purchased and Fees

One-time Purchase

Description	Quantity	Each	Total Fees
<i>Equipment</i>			
Checkpoint VPN Safe@Office Appliance	1	\$1,265 CAD	\$ 1,265 CAD
<i>Third Party Software</i>			
Wisdom Accounting Suite	1	\$24,105 CAD	\$24,105 CAD
Purchase Total			\$ 25,370 CAD

Checkpoint VPN Safe@Office Appliance includes first year maintenance.

Wisdom Accounting Suite includes:

- General Ledger, Accounts Payable, Fixed Assets, Prepaid Expenses, ALM, Investments

Monthly Recurring Maintenance

Description	Quantity	Each	Monthly Total
<i>Equipment</i>			
Checkpoint VPN Safe@Office Appliance	1	\$23 CAD	\$ 23 CAD
<i>Third Party Software</i>			
Wisdom Accounting Suite	1	\$486 CAD	\$486 CAD
Monthly Maintenance Total			\$ 509 CAD

Implementation Fees

Description	Quantity	Implementation Fee
VPN Network Appliance	1	(Included in Above)
Wisdom Accounting Suite	1	(Included in Above)
Total Implementation		\$ 00 CAD

Installation Site

The Installation site shall be Lutheran Church of Canada, ABC District, Edmonton, Alberta, Canada.

Delivery Date

The Delivery Date set forth is considered a guide and may vary. Fiserv will use commercially reasonable efforts to meet a Delivery Date of 2 July 2008.

Prices shown are for products identified. Future, optional products may be offered for additional charges. Set-up, implementation, and/or training charges may also apply for products added after Live Date

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit L-1 to the Agreement to be executed by their duly authorized representatives as of the date indicated below.

For Client:

For Fiserv:

By:

By:

Name:


Name:

Title:

Title:

Date:

Date:





KURT ROBINSON

Kevin Sparks

EXECUTIVE ASST. DISTRICT SERVICES

Vice President

July 10, 2008

June 3, 2008

This is Exhibit "B" referred to in the affidavit of R. Palin sworn before me at Toronto this 17 day of August 2015.

M. Tchouikine

A Commissioner for taking Affidavits within Ontario

Maria Tchouikine, a Commissioner etc.
for the Province of Ontario while being
a Licensed Paralegal.
My commission does not expire.
LSUC #P06103

AMENDMENT TO AGREEMENT

AMENDMENT dated as of Dec. 9, 2013 ("Amendment") between Fiserv Solutions of Canada Inc. ("Fiserv"), and Lutheran Church of Canada ABC District ("Client"), to the Master Agreement dated as of 14 July 2008 between Fiserv and Client (as amended through the date hereof, the "Agreement").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of Fiserv Services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement.

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.
2. Termination. Fiserv and Client acknowledge and agree that Exhibit A and Exhibit L - 1 to the Agreement ("Terminated Exhibits") shall terminate on the Conversion Date (as defined in the DNA Services Exhibit).
3. Payment.
 - A. In consideration of the early termination of the Terminated Exhibits, Fiserv agrees to pay Client CAD \$200,000 within 30 days of the effective date of this Amendment.
 - B. Client agrees to provide Fiserv with all documents requested by Fiserv to facilitate the payment described in subsection A, including without limitation Form W8.
4. Return of Equipment and Software System. Client agrees to return the Third Party Software and all Equipment provided to Client under the Terminated Exhibits as promptly as possible following the termination of the Terminated Exhibits, and in any event no later than 10 days following the termination of the Terminated Exhibits.
5. Release. In consideration of Fiserv's agreement to make the payment set forth in Section 3, Client agrees to the following: (i) Client and its affiliates, predecessors, successors, directors, officers, employees, agents, and representatives, fully and forever release Fiserv and its present, future, and former affiliates, assigns, predecessors, successors, directors, officers, employees, agents, and representatives, from any and all claims, actions and demands for any legal or equitable damages or remedies of whatever type or nature, whether existing heretofore, now, or in the future, whether known or unknown, arising out of, concerning, or in any way relating to the early termination of the Terminated Exhibits or any marketing, promotion or sale of the Account Processing Services or Acumen system; and (ii) Client acknowledges that Fiserv's agreement set forth in this Amendment shall not be construed as an admission of any fault or liability on Fiserv's part.
6. Holdover. In the event Client does not deconvert from the Fiserv System used to provide Account Processing Services under Exhibit A to the Agreement on or before June 30, 2015, and such holdover is not due to Fiserv's action or inaction, Fiserv reserves the right to charge Client for Client's share of direct Fiserv costs of continuing to provide Account Processing Services during the remainder of the term of such services. Any services provided during a holdover period shall be provided subject to Fiserv's capacity and resource availability and Client agrees that Fiserv shall not be liable for any failure to provide such services.
7. Confidentiality. Client agrees that the contents of this Amendment constitute Fiserv's confidential and proprietary information for purposes of the Agreement.

8. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date indicated below.

For Client:

For Fiserv:

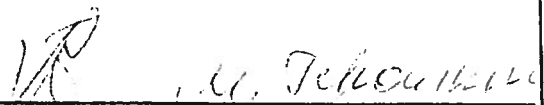
Lutheran Church of Canada
ABC District

Fiserv Solutions of Canada Inc.

By: Janice Ruf
Name: Janice Ruf
Title: Senior Manager District Services
Date: November 9, 2013

By: _____
Name: _____
Title: _____
Date: _____

This is Exhibit "C" referred to in the affidavit of R. Palin sworn before me at Toronto this 17 day of August 2015.



A Commissioner for taking Affidavits within Ontario

✓

Maria Tchouikine, a Commissioner etc. for the Province of Ontario while being a Licensed Paralegal.
My commission does not expire.
LSUC #P06103

AMENDMENT TO AGREEMENT

AMENDMENT dated as of Dec 9, 2013 ("Amendment") between Fiserv Solutions of Canada Inc., a corporation organized under the laws of the Province of Ontario ("Fiserv"), and Lutheran Church-Canada, the Alberta-British Columbia District, a non-profit society ("Client"), to the Master Agreement dated 14 July 2008 between Fiserv and Client (as amended through the date hereof, the "Agreement").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of Fiserv Services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement to include additional Fiserv Services.

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.

2. Additional Fiserv Services. The Exhibit listed below and attached hereto is hereby added to the Agreement for Fiserv's provision of such Fiserv Services to Client:

DNA Services Exhibit

3. Master Agreement.

A. The first sentence of Section 9(a) of the Agreement is hereby deleted and replaced with the following:

"(a) Term. The initial term of this Agreement shall end 10 years following the date the Services described in the DNA Services Exhibit are first used by Client in live production."

B. The reference to "SAS-70 Type II audit" in Section 11(a) of the Agreement is hereby deleted and replaced with "CICA 5970 Type II audit."

C. Section 12(f) of the Agreement is hereby deleted and replaced with the following:

"(f) Publicity. Client and Fiserv shall have the right to make general references about each other and the type of Fiserv Services being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and clients, provided that in so doing Client or Fiserv does not breach Section 3 of this Agreement. Fiserv may issue a press release regarding this Agreement, including its renewal and the addition of Fiserv Services, subject to Client's review and approval, which shall not be unreasonably withheld or unduly delayed. Except as authorized herein, Client will not use the name, trademark, service mark, logo or other identifying marks of Fiserv or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Fiserv. Any such authorized or approved use shall at all times comply with Fiserv's Trademark Usage Guidelines (or such other requirements and/or guidelines) set forth on Fiserv's corporate website and other requirements issued or otherwise made available by Fiserv."

4. Appendix 1. The following are hereby added as a new Section 9 to Appendix 1 to the Agreement:

"9. Additional Fee Provisions.

(a) Annual Adjustment. Fiserv's fees for Services may be increased annually effective each January 1 upon 30 days' notice to Client. Each increase shall be limited to the increase in the Consumer

Price Index for British Columbia, Canada ("CPI") for the most recently available 12-month period preceding such 30-day notice period, or 5%, whichever is greater.

(b) Holdover. Upon any termination or expiration of the Agreement or an Exhibit, Services provided after the applicable termination date, expiration date, or final processing date specified by Client will be provided subject to Fiserv's capacity and will be invoiced at then current fees under the applicable Schedule plus a holdover premium of 25%, unless such holdover is due to Fiserv's action or inaction.

(c) Deconversion Charges. Client agrees to pay Fiserv's then current deconversion charges in connection with Client's deconversion from the Fiserv System.

(d) Assumptions. Fees set forth in the Exhibits are based on completion of the initial term of all Services. If Services are reduced or terminated pursuant to Section 9(d) or (e) of the Agreement, or if Client renegotiates pricing before expiration of the initial term, Client shall reimburse Fiserv for all credits, rebates, discounts, and incentives granted on all Services. Any such credits, rebates, discounts, and incentives will no longer be granted through the remainder of the term for any continuing Services."

5. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date indicated below.

For Client:

For Fiserv:

Lutheran Church-Canada,
the Alberta-British Columbia District

Fiserv Solutions of Canada Inc.

By: Janice Roy
Name: Janice Roy
Title: Senior Manager District Services
Date: December 9, 2013

By: _____
Name: _____
Title: _____
Date: _____

DNA Services Exhibit

This DNA Services Exhibit (this "Exhibit") is entered into by and between Lutheran Church-Canada, the Alberta-British Columbia District ("Client") and Open Solutions DTS, Inc. ("Open Solutions"), an Affiliate of Fiserv, and is incorporated into and made a part of that certain Master Agreement (the "Agreement") by and between Client and Fiserv.

1. **SERVICES.**

(a) Client agrees to convert to Open Solutions' DNA data processing system ("DNA System") which shall be deemed part of the defined term "Fiserv System") and Open Solutions agrees to provide Client, in accordance with the Agreement and this Exhibit the products and services selected by Client set forth in Attachment 1 to this Exhibit ("Services") at the fees and charges set forth in Attachment 1. As used in this Exhibit, "Conversion Date" means the first date on which the Services set forth in Attachment 1 to this Exhibit are operational and available for Client's use.

(i) Key Activities/Milestones. Both Client and Open Solutions will use reasonable efforts to meet each of the Key Activity/Milestone and Completion Dates set forth in Attachment 2. If there are any additional customizations requested by Client, changes in scope for the items set forth in Attachment 1 to this Schedule, or any delays in the Conversion Date, the parties will cooperate to determine a mutually agreeable revised schedule of dates, if necessary, provided that neither party may unreasonably withhold its agreement to any revised dates. Each of Client and Open Solutions acknowledge and agree that the below target Completion Dates are based on the Conversion Date and are high level milestones and target Completion Dates only. Failure to meet any target Completion Date or other milestone shall not constitute a breach of the Agreement.

(ii) Delay Notice. If either Open Solutions or Client discovers any potential delay that threatens the Conversion, the discovering party will promptly notify the other party of such delay. If requested by Client, Open Solutions will provide a written plan for correction of such delay.

(b) Open Solutions shall, to the extent possible, convert machine readable Client Files to make them compatible with the Services as set forth in Attachment 1.

(c) Hours for accessing Services on-line ("On-Line Hours") from the Open Solutions data processing facility providing Services to Client ("DNA Facility") are 7:00 A.M. to 9:00 P.M. Monday through Friday and 7:00 A.M. to 5:00 P.M. Saturday, Pacific Time, exclusive of Open Solutions holidays.

(d) Open Solutions will make reasonable efforts to have the Services available during the On-Line Hours. However, Client acknowledges and agrees that Open Solutions is not responsible for telecommunications availability or Internet connectivity and therefore, Open Solutions cannot and does not guarantee such availability. Accordingly, Client's sole remedy and Open Solutions' sole liability to Client or any third party for claims, notwithstanding the form of such claims (e.g., contract, negligence or otherwise), arising out of (i) the unavailability of the DNA System or (ii) the interruption or delay of the Services provided or to be provided by Open Solutions hereunder, shall be as set forth in the Service Level Agreement attached hereto as Attachment 3.

(e) Client shall not make any alteration, change or modification to any of the computer programs, databases and/or Open Solutions supported files used by Open Solutions in connection with providing Services to Client hereunder, without Open Solutions' prior written consent in each instance.

- (f) In addition to the provisions set forth in Section 4(b) of Appendix 1, Open Solutions shall not be responsible for the reliability or continued availability of telephone lines and communications equipment used by Client in accessing the Services. Client agrees that no networking equipment and/or telecommunications circuits installed by Open Solutions under this Exhibit will be used in any way by Client to provide communications or data transmission other than those required by the Services.

2. FEES.

- (a) Commencing on the Conversion Date and each month thereafter during the term of this Exhibit, whether or not Client actually uses any Services during such month, Client shall pay a minimum monthly charge equal to the greater of (i) Seven Thousand Five Hundred Seventy Two Dollars (\$7,572); (ii) Open Solutions' charges for the Services actually used by Client during such month; and (iii) eighty percent (80%) of the charges invoiced to Client during the immediately preceding month.
- (b) Each month Open Solutions shall invoice (the "Monthly Invoice") Client: (i) for all Services used by Client during the month prior to the month in which the invoice is issued (the "Billing Month") which charge will be based upon either actual usage and number of accounts during the Billing Month or the minimum charge pursuant to Section 2(a) above; (ii) the applicable monthly charges for any telecomm services or network services provided to Client under this Exhibit; (iii) adjustments (debits/credits) to the prior month's charges set forth in (i) and (ii) above; and (iv) all other charges incurred by Client during the Billing Month including, without limitation, all related travel, lodging and out-of-pocket expenses. The first Monthly Invoice shall be calculated based upon the higher of (a) Client's actual usage, and (b) the prorated portion of the minimum monthly charge set forth in Section 2(a).

For any Service set forth on Attachment 1 or subsequently added to this Exhibit that are tiered based on Client asset size or number of customers, the following additional terms shall apply:

- (i) Within 30 calendar days before each anniversary of the Conversion Date, Client will provide a written report to Open Solutions setting forth Client's number of Members or Asset Size, as applicable, at that time. For purposes of this Exhibit: (i) "Members" means the combined total of unique person records that are listed as the primary owner of an account with Client; and (ii) "Asset Size" means the total assets as described in bank Client's most recent quarterly statement of condition filed with its primary regulator.
- (ii) In the event that Client's number of Members or Asset Size, as applicable, increases after execution of this Exhibit, Client shall pay an increased Monthly Service Fee to Open Solutions in accordance with Open Solutions' Monthly Service Fee in effect at that time for the number of Members or Asset Size, as applicable (the "Higher Level Monthly Service Fee"). The Higher Level Monthly Service Fee shall be determined annually on the anniversary of the Conversion Date, provided, however, that the Higher Level Monthly Service Fee shall be determined in accordance with subsection (iii) below in the event of a merger, acquisition, affiliation or combination which results in an increase in Client's number of Members or Asset Size, as applicable. Client shall pay any such Higher Level Monthly Service Fees to Open Solutions upon receipt of Open Solutions' invoice.
- (iii) Client shall provide Open Solutions with written notice of any and all mergers, acquisitions, affiliations or other combinations involving Client within 30 calendar days of such merger, acquisition, affiliation or other combination. In the event

that Client's number of Members or Asset Size, as applicable, increases due to a merger, acquisition, affiliation or other combination, Client shall pay a Higher Level Monthly Service Fee to Open Solutions calculated in accordance with subsection (i) above, retroactive to the earlier of (a) the date the merger, acquisition, affiliation or other combination is completed, and (b) the date on which Client's number of Members or Asset Size, as applicable, increases as a result of the merger, acquisition, affiliation or combination.

- (c) Client shall pay to Open Solutions all fees related to implementation, installation, and conversion services provided by Open Solutions to Client, including, without limitation, one-time set up charges, conversion support services fees and training fees as set forth in Attachment 1 to this Exhibit (collectively referred to as "Professional Services Fees"). The initial Professional Services Fees are set forth in Attachment 1 and are due and payable a monthly fee amortized over the initial term of the Agreement. In the event this Exhibit is terminated early, all Professional Services Fees shall become immediately due and payable. Additional Professional Services Fees for additional professional services requested by Client shall be due and payable upon execution of the applicable purchase order for such professional services.

3. PROGRAMS.

- (a) All computer programs (including Application Programs and Systems Programs, each as defined below) and related documentation made available, directly or indirectly, by Open Solutions to Client as part of the Services (the "DNA Products") are the exclusive and confidential property of Open Solutions or the third parties from which Open Solutions has secured the right to use such computer programs and documentation and Client agrees that all such information and property is Fiserv Information for purposes of the Agreement. All rights not expressly granted by Open Solutions under this Exhibit are expressly and solely reserved to Open Solutions or such third party vendors.
- (b) A personal, non-exclusive, non-transferable right and license is hereby granted to Client to use, solely for Client's own internal business usage and during the term of this Exhibit only, any applications software programs included in the DNA Products (the "Application Programs") which are delivered to Client as part of the Services. Client shall not have any interest in the Applications Programs except for this limited license.
- (c) Client shall receive all improvements, enhancements, modifications and updates to any Applications Programs, which are delivered to Client as part of the Services if, and as, made available by Open Solutions to its clients generally. Client shall receive notice from Open Solutions of such modifications through mailings, fax, e-tranet posting or other reasonable means of communication. All such improvements, enhancements, modifications and updates shall be delivered to Client in the form of computer media chosen by Open Solutions, which media shall be provided to Client by Open Solutions and shall be installed by Client. If Client fails to install any such improvements, enhancements, modifications or updates within 45 calendar days of its receipt from Open Solutions, Open Solutions shall have no further obligation to provide Client with support of, improvements, enhancements, modifications or updates to such Application Programs.
- (d) Client acknowledges that it shall be deemed a sub-licensee of Open Solutions for any systems software programs of third party vendors included in the DNA Products (the "Systems Programs") that are delivered to Client as part of the Services. Client accepts a sublicense from Open Solutions of the Systems Programs on a personal, non-exclusive, non-transferable basis with the right to use, during the term of this Exhibit only, such Systems Programs solely in connection with the Services. Client agrees to be bound to all licenses, obligations, restrictions and limitations required or mandated by any

Systems Programs vendors. OPEN SOLUTIONS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO SYSTEMS PROGRAMS, INCLUDING, WITHOUT LIMITATION, QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF SYSTEMS PROGRAMS. SYSTEMS PROGRAMS PROVIDED UNDER THIS EXHIBIT ARE EXPRESSLY PROVIDED "AS IS."

- (e) Client shall not copy or reproduce, in whole or in part, any DNA Products, whether in the form of computer media, print or any other form. Client shall not make any alteration, change or modification to any DNA Products. In addition, Client shall not (i) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the DNA Products or any portion thereof; (ii) remove or modify any markings, identification, copyright or other proprietary notices from the DNA Products; (iii) sublicense, provide, lease, lend, use for timesharing or service bureau purposes or allow others to use the DNA Products to or for the benefit of third parties; (iv) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the DNA Products; (v) install or use any DNA Products at any location other than at the Client's sites authorized by Open Solutions; (vi) disclose results of any performance information, analysis or program benchmark tests without Open Solutions' prior written consent; or (vii) make the DNA Products available in any manner to any third party.

4. ADDITIONAL TERMS.

- (a) Section 11(c) of the Agreement shall not apply to the Deliverables provided pursuant to this Exhibit.
- (b) Notwithstanding any other provision hereof, to the extent Open Solutions' performance hereunder is dependent, in whole or in part, on the proper performance of Client, Open Solutions shall be released, discharged and exonerated from its performance hereunder if Client has not performed.

IN WITNESS WHEREOF, the parties have caused this Exhibit to be executed by their duly authorized representatives as of the later of the dates set forth below.

For Client:
Lutheran Church-Canada,
the Alberta-British Columbia District

For Open Solutions:
Open Solutions DTS, Inc.

By: Janice Rief
 Name: Janice Rief
 Title: Senior Manager District Services
 Date: December 9, 2013

By: _____
 Name: _____
 Title: Authorized Signatory
 Date: _____

Attachment 1 to
DNA Services Exhibit

Pricing

See attached



Open Solutions - Data Center Service Fees
Lutheran

Year Began Pricing (7-yr. Pricing)	Description of Data Center Services	Quantity Subscribed	Per Unit	Monthly Fee	Initial License Fee	Annual Maintenance Fee	Initial Fee Est.
Y	CORE APPLICATION SOFTWARE - DNA™						
	Member Services (Open or closed) 1 - 15,000						
	Member Services (Open or closed) 15,001 - 25,000						
	Member Services (Open or closed) 25,001 - 40,000						
	Member Services (Open or closed) 40,001 - 60,000						
	Member Services (Open or closed) 60,001 - 75,000						
	Member Services (Open or closed) Excess of 75,000						
	DEPOSIT SERVICES						
	Complete Deposit Processing - including integrated Teller & CSR solutions						
	Teller System				Included		
	CSR System				Included		
	Tables / Notes				Included		
	Mass Print Plus file Printing				Included		
	Account Alerts				Included		
	Deposits & Picture Verification				Included		
	NOTE: Fees assessed separately. Does not include fees charged by service vendors. Allowed Maintenance charged by vendor.						
	Deposit Processing				Included		
	LENDING SERVICES						
	Mortgage, Consumer & Commercial Loan Processing				Included		
	Loan Member Service Representatives				Included		
	Loan Manager				Included		
	Loan Editor				Included		
Y	MARKETING						
	CRMprint and DNA Publisher	1					15,000
	FINANCE						
	General Ledger (Chart of Accounts)				Included		
	OPERATIONS						
	Branch Operations				Included		
	Institution Operations				Included		
	System Operations, External Manager, & DataEOD Server				Included		
	Product Manager				Included		
	Client Branch Reporting (Single file, Multi file based)				Included		
	Compliance Reporting				Included		
	Refund Printing Module				Included		
	ELECTRONIC SERVICES						
	External File Manager				Included		
	Standard Daily and Cycle Reports				Included		
	Optical System print file output (Standard CRF based)				Included		
	Standard Loan Check Print out-put				Included		
	Standard In-Branch Print out-put				Included		
	Standard Statement Print out-put				Included		
	Financial Statement (Printed)				Included		
	Standard III / Notice Print out-put				Included		
	Account Supervisor Overlay				Included		
	Maintenance				Included		
11	TRAINING						
	1 trained Standard Teller via Teller Training @ CRF Facility	1					
11	SYSTEM IMPLEMENTATION SERVICES/OPERATIONAL SERVICES						
	Core implementation Project Management	1					
	Core implementation, Project Management, Conversion and Go-Live Support - Includes:						
	-Project Manager, Loan Specialist, Deposit Specialist, Financial Accounting Analyst, IT/ITSM Support, Implementation/Operations Consultant and support including:						
	-1st Year on-site 2 days to test software on prod, test and live environments.						
	-Months Data Mapping Support from Programmer, Deposit Analyst and Loan Analyst.						
	-Product Workshops (e.g. Conduct 3 day on-site On-site workshops and 3 day on-site Loan Workshops, Operations Workshops) Conduct 2 day Operations Workshop prior to 1st Go-Live event to establish and system security, performance and workflow settings. Conduct a 2 day follow up Operations workshop post 1st Go-Live to review batch processing, notices and statements.						
	-11 weeks support for all data calls, test and conversion from other project team members unless specified.						
	-1st CRF includes On-site support PM, Prod Test, Deposit Consultant, Loan Consultant. All other resources are remote.						
	-2nd CRF includes On-site support PM and Prod Test. All other team members are remote.						
	-3rd week to include on-site support from Project Manager, Deposit Consultant, Loan Consultant, Operations Consultant, Financial Consultant, Field Technicians. All other resources are remote.						
	-2-3rd week to include on-site support from Project Manager, Deposit Consultant, Loan Consultant, Operations Consultant, Financial Consultant, Field Technicians. All other resources are remote.						

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Lutheran Church



Attachment 1 to OMS Services Schedule Open Solutions - Data Center Service Fees Lutheran

1. Payment For _____

Prepared Date: 12/20/13

Quantity	Per Unit	Monthly Fee	Initial License Fee	Annual Maintenance Fee	Initial Fee Est.
Additional Conversion Services					
Transmission history conversion					
Deposit Accounts					
N	1 Year (up to 12 months)				
N	Refundal Accounts				
N	1 Year (up to 12 months)				
N	Loan Accounts				
N	1 Year				
		Sub Total:			18,600
TECHNOLOGY SERVICES					
Fast / Trading Database Fee (Fast Bank/Line MSS, optional Copy of Month end data for 6000 a month)					
N					
N	ACS, Wide Area Network (WAN) Fee (includes Disaster Recovery)	100	100		
		Total Technology Services:			
Internet Connection					
Fixed Line Fee (based on total PCs to serve included)					
		Sub Total:			

- Requires Separate Third Party Agreement
- Requires Agreement Addendum
- Based on Client Size

TOTAL:
 Centers applied to Implementation
 Not Implementation fee
 Implementation Fee over-time over 10 year contract
 Monthly Fee with Implementation fee associated monthly

Quantity	Per Unit	Monthly Fee	Initial License Fee	Annual Maintenance Fee	Initial Fee Est.
1	1,610	0	0	0	1,610
1	0	0	0	0	0
1	0	0	0	0	0
1	2,000	0	0	0	2,000
1	7,750	0	0	0	7,750

Travel related expenses are not included in the above fees. Third Party hardware, software, support and installation fees are estimates and client requirements need to be verified. O/S fees are output Open Solutions Real-time AVE Switch conversion processing does not include network & 2nd party installation fees. Any Expenses not under this agreement are subject to the manufacturers suggested list the limitations of warranties and liabilities offered by each manufacturer, all of which are passed to Client upon Total Monthly Service Fees are based on the information provided by the Client & do not include software fees.

Attachment 2 to
DNA Services Exhibit
Implementation Milestones

See attached.

Lutheran Church	
DNA Core System Conversion Milestones	
Fiserv DNA: 12/8/13	
Key Activity / Milestone	Completion Dates
1. Contract Signed By	12/8/13
2. Fiserv Project Kick-Off Detailed MS-Project Timeline & Scope Statement will be delivered to Lutheran Church	Week of: 01/27/14
3. Lutheran Church provides data from current core system to Fiserv for preliminary analysis	12/31/13
4. Hardware Installation	3/17/14
5. Implementation Readiness Training	Week of 02/17/14
6. Product Parameters Training and Selection	Deposit Product 1/03/14 Loan Product 3/10/14 Ops Product 1 4/28/14 Ops Product 2 6/09/14
7. Field to Field Data Mapping of All Data Elements (Conducted by Fiserv at Fiserv Facility)	3/25/14
8. Train the Expert Classes for Lutheran Church Subject Matter Experts and Trainers (Conducted by Fiserv at Fiserv Location)	These are the classes that can be conducted prior to Data Cut #1. Detailed Training Plan will be provided. Between 04/11/14 and 05/08/14
9. Conversion Data Cut #1 Delivered by Fiserv (Full - All Data Elements)	5/23/14
10. Conversion Data Cut #2 Delivered by Fiserv (Full - All Data Elements)	7/18/14
11. Mock Conversion Weekend (All Data Elements Plus All Custom Code/Enhancements, Interfaces, Letters, Reports, Notices, Forms, Other Custom Components, and Ancillary Systems)	10/11/14-10/12/14
12. Go-Live Conversion Weekend	11/15/14-11/16/14
13. First Day Live	11/17/14

Attachment 3 to
DNA Services Exhibit

Service Level Agreement

1. **System Uptime.** The Services will be continuously available to Client and its customers a minimum of 99% of the On-Line Hours during any thirty (30) day period except for reasons beyond Open Solutions' reasonable control such as third party telecommunications issues, and excluding periods of prescheduled maintenance, or in an instance of a disaster when alternative processing capability is being implemented ("System Uptime"). Open Solutions will provide 24 hours a day, 7 days a week support for Open Solutions' internal network infrastructure. In the event that the System Uptime during each of 2 consecutive months is less than 99%, then Open Solutions will provide Client, as Client's sole and exclusive remedy for failure to meet System Uptime, with a 5% reduction of the minimum monthly charges for the Services for the months in which System Uptime was below 99% on Client's next month's billing.
2. **Report and Scheduled Transmission File Delivery.** For purposes of this Attachment, "Reports" shall mean the Core Systems reports prepared by Open Solutions utilizing the DNA System and based on the published Open Solutions production schedule. Provided that Client has installed an Open Solutions approved network configuration, if at least 99% of the individual daily Reports and scheduled transmissions files are not available for download on Client's server by 8:00 a.m. Eastern Time in accordance with the service levels set forth below on at least 99% of the business days during any 2 consecutive calendar months (the "Delivery SLA"), then the charges for the Services otherwise payable by Client to Open Solutions under this Schedule for such calendar months shall be reduced by 5% and applied as a credit against charges on the next monthly invoice, as Client's sole and exclusive remedy for failure to meet the Delivery SLA. Open Solutions agrees to use all reasonable efforts to provide correct report data to prevent double posting. Open Solutions agrees to monitor Service Incidents related to production performance. "Service Incidents" are defined as: Reprint/Rerun (due solely to Open Solutions' error), and Report miscroute (due solely to Open Solutions' error) or failure to send scheduled transmission files. In the event of late or non-delivery of Reports or scheduled transmission files, Open Solutions agrees to re-load such Reports and/or delivery the transmission file at no charge to Client. For purposes of this Section 2, if the DNA System is not available or reports or transmission files are not delivered due to reasons beyond Open Solutions' reasonable control, including without limitation, destruction or failure of equipment at Client's site, communication line failure, fire, acts of God or acts of governmental or judicial authority, then any reports not delivered due to such reasons shall not be included in calculations to determine whether Delivery SLA has been met.

Report Type	Availability Service Level
Non-Critical Daily Reports	Transmitted no later than the following business day
Weekly reports	Transmitted no later than the second business day after the weekend
Monthly reports	Transmitted no later than the second business day after month-end
Government reports	Transmitted in accordance with established government guidelines
Customer reports	Transmitted no later than the business day following report generation
Statement information	Transmitted to designated statement processor no later than 72 hours after statement cycle cutoff

3. **Notices.** 95% of all notices shall be available for on-line review and/or mailing within 2 hours after completion of the related process or for end-of-the-day processes, by 8:00 a.m. of the next succeeding business day (the "Notice SLA"). In the event that the Notice SLA is missed more than 2 business days in each of 2 consecutive months, then Open Solutions will provide Client, as Client's sole

and exclusive remedy for failure to meet Notice SLA, with a 5% reduction of the minimum monthly charges for the Services as set forth in Paragraph 2(a) below for the months in which Notice SLA was below 99% on Client's next month's billing.

- 4. **Response Time.** The response time for posting common front office monetary transactions, which shall include such transactions as balance inquiry, deposits, withdrawals, and loan payments, is the average time the database server requires to complete an individual transaction, and this average time shall not exceed 2 seconds 99% of the time (the "Response SLA"). Open Solutions will log and retain a record of response time maintaining appropriate analytical reports. Open Solutions will work with Client and third party vendors to ensure commercially reasonable response times. Transactions during periods of telecommunication interruptions and/or network failure or other reasons beyond Open Solutions' reasonable control and periods of pre-scheduled maintenance, or in an instance of a disaster when alternative processing capability is being implemented, shall not be included in measuring Response SLA. In the event that the Response SLA is missed in each of 2 consecutive months, then Open Solutions will provide Client, as Client's sole and exclusive remedy for failure to meet Response SLA, with a 5% reduction of the minimum monthly charges for the Services for the months in which Response SLA was below 99% on Client's next month's billing.
- 5. **Service Response.** Client will report an issue with the Services and any network services subject to this Schedule to Open Solutions in accordance with Open Solutions' standard guidelines and procedures using a scale of 1 to 4 with 1 being the highest priority. In the event that Client reports an issue to Open Solutions, Open Solutions will use reasonable efforts to respond to any customer support request submitted to Open Solutions in accordance with Open Solutions' standard guidelines published from time to time by Open Solutions including publication on Open Solutions' Extranet, provided, however, that such guidelines will be no less responsive than as set for in Section 5.

Priority 1: Priority 1 cases are of highest impact. For Priority 1 issues, Client Care should be called directly for immediate response as pager support is in place 24-hours a day. Clients should not report cases of this priority via Compass Self-Service. Any Priority 1 cases input via Compass Self-Service during Non-Business hours cannot be responded to within stated timelines in the Targeted Client Care Response section below.

Definition

Priority 1 issues are described as critical processing cases that require immediate attention. Examples of Priority 1 issues are:

- Database is down; Fix must be made immediately or the institution will suffer serious impact on client account balances affecting many accounts.
- External File processing problem (ACH, Inclearing, ATM loading and posting, etc.)
- A major delivery channel is down (i.e., Internet Banking, VRU)
- Issues resulting in more than 10% of a Financial Institutions clients from accessing funds

Note: Client test systems or environments do not qualify for Priority 1 category

Targeted Client Care Response

- During normal business hours, immediate response/engagement from receipt of call.
- During non-business hours, Client Care will contact client within 30 minutes of receipt of the call to evaluate the scope of the problem.

Targeted Client Communication frequency (Client Care) Response

Client Care will provide written or verbal updates every hour until the case has been resolved unless otherwise negotiated with Client.

Targeted Research and Development (R&D) Response

R&D will contact Client Care within 30 minutes of escalation and provide status

updates to the Client Care case owner every two hours after initial contact until the case is resolved or an acceptable work-around has been provided.

Priority 2: Priority 2 cases are defined as issues with immediate financial impact or demonstrated immediate adverse impact to Client or member/customer services. Priority 2 cases have Client severity levels defined with matching targeted response and communication timelines. Client may open Priority 2 cases by calling Client Care or through the Open Solutions Compass Self-service module.

Definition - Priority 2 cases have a financial impact or immediate potential of jeopardy to client relations. Examples of Priority 2 issues are:

- Incorrect or missing statements
- Incorrect bills/invoices
- Incorrect client forms or data issues

Severity

- **Critical** – Loss of revenue to the institution, regulatory issue (out of compliance). Example: IRS Files
- **High** – Performance impacts, file processing (non-transaction data file), statements, bills, client forms, data issues. Example: Tax file processing issue
- **Medium** – Non-critical errors arose within front-end applications that do not stop processing; test issues that prevent client from upgrading to the next release. Example: Error raised, but client can acknowledge and complete function
- **Low** – Incorrect regulatory reports, data can be found online

Targeted Client Communication Frequency

Client Care will contact Client within one business day of receiving the case to evaluate the scope of the problem.

Targeted Client Update Frequency

Client will receive an update every two days until the case is resolved unless otherwise negotiated with Client or if the status remains unchanged since the last update. If issue is deemed a defect, communication timelines will be provided as milestones expectations are communicated by R&D.

Targeted Research and Development (R&D) Response

Critical Severity

- R&D will have up to two days to perform analysis.
- Subsequent milestone delivery dates will be provided to Client Care as each milestone is met within the defect lifecycle.
- Client Care analyst will provide development milestone completion expectation to Client.

High Severity

- R&D will have up to three days to perform analysis.
- Subsequent milestone delivery dates will be provided to Client Care as each milestone is met within the defect lifecycle.
- Client Care analyst will provide development milestone completion expectation to Client.

Medium Severity

- R&D will have up to 4 days to perform analysis.
- Subsequent milestone delivery dates will be provided to Client Care as each milestone is met within the defect lifecycle.
- Client Care analyst will provide development milestone completion expectation to Client.

Low Severity

- R&D will have up to 4 days to perform analysis.
- Subsequent milestone delivery dates will be provided to Client Care as each milestone is met within the defect lifecycle.
- Client Care analyst will provide development milestone completion expectation to Client.

Priority 3: Priority 3 cases may be opened by calling Client Care or by the Open Solutions Compass Self-service module.

Definition - Priority 3 cases have a cumbersome manual workaround; affect a limited number of accounts; or have a specific deadline.

Targeted Client Care Response

Open Solutions will contact Client within one business day of receiving the case to evaluate the scope of the problem.

Targeted Client Update frequency

Client will receive an update every ten (10) business days until the case is resolved unless otherwise negotiated with Client or if the status remains unchanged since the last update. Open Solutions may notify Client in writing that the case is a defect or enhancement and the fix will be targeted for the release as provided by R&D. In these circumstances updates will be provided as milestones are reached in the defect lifecycle.

Targeted Research and Development (R&D) Response

- R&D will have up to 10 days to perform analysis.
- Subsequent milestone delivery dates will be provided to Client Care as each milestone is met within the defect lifecycle.
- Client Care analyst will provide development milestone completion expectation to Client.

Priority 4: Priority 4 cases may be opened via phone by calling Client Care or by the Open Solutions Compass Self-service module.

Definition - Priority 4 cases may or may not have a workaround but they disrupt the institution's day-to-day operation. One example of a Priority 4 case is:

- Non-critical reports with inaccurate data that can be obtained through other methods.
- Questions about implementing new processes.

Targeted Client Care Response

Open Solutions will contact client within two business days of receiving the case to evaluate the scope of the problem.

Targeted Client Update Frequency

Client will receive an update every 20 business days until the case is resolved unless otherwise negotiated with the client or if the status remains unchanged since the last update. Open Solutions may notify the client in writing that the case is a defect or enhancement and the fix will be targeted for the release as provided by R&D. In these circumstances updates will be provided as milestones are reached in the defect lifecycle.

Targeted Research and Development (R&D) Response

- R&D will have up to 10 days to perform analysis.
- Subsequent milestone delivery dates will be provided to Client Care as each

milestone is met within the defect lifecycle.

- Client Care analyst will provide development milestone completion expectation to Client.

Service Responses

- Open Solutions response time is tracked from the time the requesting Open Solutions department receives the initial supporting documentation.
- Once an issue has been analyzed, its priority may be adjusted in accordance with these guidelines. The assigned analyst will notify the requesting institution of all changes in priority.
- Open Solutions response time for lower-priority issues may be longer during peak periods.

This is Exhibit "D" referred to in the affidavit of R. Palin sworn before me at Toronto this 17 day of August 2015.


M. Tchouikine

A Commissioner for taking Affidavits within Ontario

Maria Tchouikine, a Commissioner etc.
for the Province of Ontario while being
a Licensed Paralegal.
My commission does not expire.
LSUC #P08103



Billing Inquiries

OpensolutionsAR@fiserv.com

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INVOICE

Billing Address

ATTN: ACCOUNTS PAYABLE
LUTHERAN CHURCH OF CANADA ABC DIST
7100 ADA BLVD
EDMONTON-ALBERTA AB T5B 4E4
CANADA

Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date
90625342		Due Upon Receipt		9022771	07/31/2015
Description	Tax	Quantity	UoM	Unit Price	Amount
DNA - DNA Professional Services <i>Per Section 2(C) of the DNA Services Exhibit, in the event this Exhibit is terminated early, all Professional Services Fee shall become immediately due and payable.</i>	G	1.00	EA	250,100.00	250,100.00
				Subtotal	250,100.00
Total Net					250,100.00
GST					12,505.00
Total CAD					262,605.00

Please Remit to:
Bank of America c/o Fiserv 913910
PO Box 4090 STN A
TORONTO, ON M5W 0E9 Canada

ACH Information:
CAD Account: 47390207
Sort Code: 024156792
Bank of America NA Canada Branch

Wire Information:
CAD Account: 47390207
Bank of America NA Canada Branch
200 Front St West 26th Floor
Toronto, Ontario M5V 3L2 Canada
Swift Code: BOFACATT
FI Code: 241 Branch # 56792



Billing Inquiries

cor.spectrum.billing.inquiries@fiserv.com

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INVOICE

Billing Address

ATTN: ACCOUNTS PAYABLE
LUTHERAN CHURCH OF CANADA ABC DIST
7100 ADA BLVD
EDMONTON-ALBERTA AB T5B 4E4
CANADA

Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date	
90518876		Net 30 days	Jan 2015	9022771	02/28/2015	
Description		Tax	Quantity	UoM	Unit Price	Amount
Rapid Recovery Service		Y	3,378.00	EA	1.51	5,100.78
Disaster Recovery Service		Y	1.00	EA	510.08	510.08
					Total Net	5,610.86
					Tax	280.54
					Total Due CAD	5,891.40

Please Remit to:
Bank of America c/o Fiserv 913910
PO Box 4090 Stn A
Toronto, ON M5W 0E9 Canada

HST# 89027 2875 RT001



Billing Inquiries

cor.spectrum.billing.inquiries@fiserv.com



INVOICE

Billing Address

ATTN: ACCOUNTS PAYABLE
LUTHERAN CHURCH OF CANADA ABC DIST
7100 ADA BLVD
EDMONTON-ALBERTA AB T5B 4E4
CANADA

Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date	
90497604		Net 30 days	Dec 2014	9022771	01/31/2015	
Description		Tax	Quantity	UoM	Unit Price	Amount
Rapid Recovery Service		Y	3,378.00	EA	1.51	5,100.78
Disaster Recovery Service		Y	1.00	EA	510.08	510.08
					Total Net	5,610.86
					Tax	280.54
					Total Due CAD	5,891.40

Please Remit to:
Bank of America c/o Fiserv 913910
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Toronto, ON M5W 0E9 Canada

HST# 89027 2875 RT001



Billing Inquiries

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INVOICE

Billing Address

ATTN: ACCOUNTS PAYABLE
LUTHERAN CHURCH OF CANADA ABC DIST
7100 ADA BLVD
EDMONTON-ALBERTA AB T5B 4E4
CANADA

Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date	
90476181		Net 30 days	Nov 2014	9022771	12/31/2014	
Description		Tax	Quantity	UoM	Unit Price	Amount
Rapid Recovery Service		Y	3,378.00	EA	1.51	5,100.78
Disaster Recovery Service		Y	1.00	EA	510.08	510.08
					Total Net	5,610.86
					Tax	280.54
					Total Due CAD	5,891.40

Please Remit to:
Bank of America c/o Fiserv 913910
PO Box 4090 Stn A
Toronto, ON M5W 0E9 Canada

HST# 89027 2875 RT001



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Billing Address

ATTN: ACCOUNTS PAYABLE
LUTHERAN CHURCH OF CANADA ABC DIST
7100 ADA BLVD
EDMONTON-ALBERTA AB T5B 4E4
CANADA

Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date
90355241		Net 30 days	Apr 2014	9022771	05/30/2014
Description	Tax	Quantity	UoM	Unit Price	Amount
Rapid Recovery Service	Y	3,476.00	EA	1.51	5,248.78
Disaster Recovery Service	Y	1.00	EA	524.88	524.88
Total Net					5,773.64
Tax					692.84
Total Due CAD					6,466.48

Please Remit to:
Bank of America c/o Fiserv 913910
PO Box 4090 Stn A
Toronto, ON M5W 0E9 Canada

HST# 89027 2875 RT001

INVOICE

Billing Address

ATTN: ACCOUNTS PAYABLE
 LUTHERAN CHURCH OF CANADA ABC DIST
 7100 ADA BLVD
 EDMONTON-ALBERTA AB T5B 4E4
 CANADA

Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date
90604721		Net 30 days	May 2015	9022771	06/30/2015
Description	Tax	Quantity	UoM	Unit Price	Amount
Rapid Recovery Service	Y	3,392.00	EA	1.51	5,121.92
Disaster Recovery Service	Y	1.00	EA	512.19	512.19
				Total Net	5,634.11
				Tax	281.71
				Total Due CAD	5,915.82

Please Remit to:
 Bank of America c/o Fiserv 913910
 PO Box 4090 Stn A
 Toronto, ON M5W 0E9 Canada

HST# 89027 2875 RT001