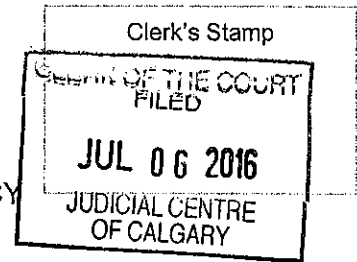


COURT FILE NUMBER 1501-00955  
COURT COURT OF QUEEN'S BENCH  
OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE CALGARY



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

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

**AMENDED APPLICATION BY THE APPLICANTS**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Bishop & McKenzie LLP  
Barristers & Solicitors  
1700-530-8<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3S8

Attention: Francis N.J. Taman /Ksena J. Court

Telephone: 403-237-5550  
Fax: 403-263-3423

File: 103,007-003

**NOTICE TO RESPONDENT(S)**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: Friday, July 15, 2016  
Time: 9:00 AM  
Where: Calgary Courts Centre, 601 - 5<sup>th</sup> Street SW, Calgary, Alberta  
Before Whom: The Honourable Justice B.E.C. Romaine in Chambers

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:**

1. Orders substantially in the form attached as **Schedule “A”**:
  - (a) declaring service of notice of this application and the supporting materials to be good and sufficient, and shortening the time for service, if necessary;
  - (b) sanctioning the Fifth Amended Plan of Compromise and Arrangement of Lutheran Church – Canada, the Alberta – British Columbia District, filed June 10, 2016 (the “District Plan”), the original District Plan was filed on February 16, 2016;
  - (c) confirming the settlement of all claims of Minor Affected Creditors, as defined in the Order,
  - (d) directing that distributions to Minor Affected Creditor who shall receive cash and shares in NewCo with a total value of less than \$10,000.00, shall be paid to the guardian of the Minor Affected Creditor upon the guardian proving the Monitor with an executed Guardian’s Acknowledgment of Responsibility form;
  - (e) appointing the guardians of Minor Affected Creditor who shall receive cash and shares in NewCo with a total value of more than \$10,000.00, as Trustees of such Minor Affected Creditors property upon the guardian proving the Monitor with a sworn Trustee Appointment form and dispensing with the requirement for the Trustee to provide a bond or other security; ~~and~~
  - (f) granting an Approval and Vesting Order (Prince of Peace Development) transferring the Core Asset to NewCo in order to give effect to the ECHS and EMSS Sanction orders, granted January 20, 2016, and the District Plan; and
2. Such further and other relief as this Honourable Court may allow.

**Grounds for making this application:**

3. On June 10, 2016 the District Plan was filed for the District.
4. Notices of a meeting of the Affected Creditors of the District (the “Creditors’ Meeting”) were provided to Affected Creditors of the District in accordance with the Meeting Order granted March 22, 2016.

5. The Creditors' Meeting of the District was held on May 14, 2016 and reconvened on June 10, 2016, after being adjourned. At the Creditors' Meeting the requisite majority of the Eligible Affected Creditors voted in favour of the District Plan.
6. The District Plan was filed with the intention of providing the greatest possible recovery for the Affected Creditors. If the Plan is sanctioned by this Honourable Court, the District anticipates implementing the Plan upon all conditions precedent having been met.
7. Throughout these proceedings, there has been strict compliance with all statutory requirements and adherence to all previous Orders of this Honourable Court. The Applicants are not aware of any actions taken in these proceedings that were not authorized by the CCAA or that are in contravention of any Court Orders.
8. The Applicants continue to work closely with the Monitor and stakeholders. The Applicants have acted and continue to act in good faith and with diligence with respect to these CCAA proceedings.
9. The District Plan is fair and reasonable in the circumstances for the following reasons:
  - (a) All creditors are unsecured creditors in a single class.
  - (b) The District Plan contemplates that Affected Creditors with proven claims will receive a Convenience Payment of the lesser of either \$5,000 or the full amount of their claim.
  - (c) There will be one or more additional cash distributions following the sale of the balance of the Non-Core Assets. Any such distribution shall be based on the amount of each Eligible Affected Creditor's proven claim after deducting the Convenience Payment and will be allocated on a pro-rata basis, as set out more fully in the District Plan.
  - (d) The Monitor will determine a value for the NewCo Shares in accordance with the process set out in paragraphs 20 to 22 of the Monitor's First Report to the Creditors, dated March 28, 2016. All resident Affected Creditors of Canada shall receive shares in NewCo on a pro-rata basis, as set out more fully in the District Plan. All Non-resident Affected Creditors shall receive payment of the discounted amount of the pro-rated cash value of their claim, as set out more fully in the District Plan. These distributions will be based in the amount of each Eligible Affected Creditor's proven claim after deducting the Convenience Payment.

- (e) The Core Assets will be rolled into NewCo in a tax planned transaction.
  - (f) The mandate of Newco will be determined by Newco Shareholders at a meeting of Newco Shareholders to be held within six months of the District Plan taking effective.
  - (g) If the decision is made to sell the Core Assets, the Core Assets will be sold by NewCo rather than by a receiver or the Court. That sale can be delayed to a more favourable time in the market.
  - (h) There were multiple information meetings held by the Monitor.
  - (i) The District Meeting was adjourned and reconvened at the request of voters to allow time for further consideration.
  - (j) The Monitor is supportive of the District Plan.
  - (k) The District Plan has been approved by more than 80% of Affected Creditors of the District representing more than 75% of the value of proven claims.
  - (l) The approval of the District Plan is in the public interest as it will facilitate and streamline possible future legal proceedings through the establishment of the Representative Action as well as minimizing the impact of the District's insolvency on the seniors who reside in the Manor and Harbour which form part of the Core Assets.
10. There are 193 District Depositors who are under 18 years old. The Minors' Property Act permits the Court to direct the transfer of proceeds under \$10,000.00 directly to minor's guardians, while amounts over \$10,000.00 require the minor's guardians to be appointed as Trustees prior to the transfer of proceeds.
11. Of these 194 minors, there are only 3 minors who may receive cash and shares in NewCo having a total value of more than \$10,000.00. These 3 minors are aged 4, 7, and 15 years old and the maximum estimated proceeds they are anticipated to receive are \$12,200.00, \$11,050.00, and \$13,640.00, respectively.
12. The Applicants continue to work closely with the Monitor and the Monitor approves of the proposed relief and supports this application.

13. The Applicants are working in good faith and with due diligence in these proceedings and believe it is within the best interest of the Applicants and all stakeholders to continue in these proceedings as outlined above.

**Material or evidence to be relied on:**

14. Affidavit of Cameron Sherban, sworn June 30, 2016;
15. the Monitor's Nineteenth and Twentieth Report;
16. the pleadings and other materials filed herein; and
17. such other and further material as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

18. Part 6 - Division 1, Rule 13.5, Part 6 Division 4.

**Applicable Acts and regulations:**

19. *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
20. *Minors' Property Act*, S.A. 2004, c. M.18.1

**Any irregularity complained of or objection relied on:**

21. None.

**How the application is proposed to be heard or considered:**

22. In person.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

A person may make an application for an order restricting publication only if a judge has authority to make such an order under an enactment or at common law.

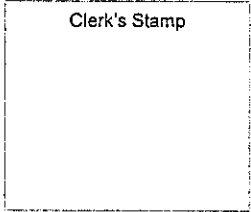
Schedule "A"

COURT FILE NUMBER

1501-00955

COURT

COURT OF QUEEN'S BENCH  
OF ALBERTA



IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE

CALGARY

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

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

**ORDER (District Sanction Order)**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

Bishop & McKenzie LLP  
Barristers & Solicitors  
1700, 530 - 8<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3S8

Attention: Francis N. J. Taman / Ksena J. Court

Telephone: 403-237-5550  
Fax: 403-263-3423

File No.: 103,007-003

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DATE ON WHICH ORDER WAS PRONOUNCED:

FRIDAY, JULY 15, 2016

LOCATION WHERE ORDER WAS PRONOUNCED:

CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER:

JUSTICE B.E.C. ROMAINE

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**UPON THE APPLICATION** of Lutheran Church – Canada, the Alberta – British Columbia District (the "District"), EnCharis Community Housing and Services ("ECHS"), EnCharis Management and Support Services ("EMSS"), and Lutheran Church – Canada, the Alberta – British Columbia District Investments Ltd. ("DIL") (collectively the "Applicants") for an Order sanctioning the Fifth Amended Plan of Compromise and Arrangement of the District, filed June 10, 2016 (the "District Plan"); **AND UPON HAVING READ** the Application, and the Affidavit of Cameron Sherban; **AND UPON READING** the Reports of the Monitor; **AND UPON**

**HEARING** counsel for the Applicants, counsel for the Monitor, counsel for the District Creditors Committee, counsel for the DIL Creditors Committee, and other interested parties; **AND UPON** this Honourable Court determining that the District Plan has the required support of the Eligible Affected Creditors, provides them with a more favourable recovery than they would otherwise receive and should be sanctioned; **AND UPON** having considered and being satisfied as to the fairness and reasonableness of the District Plan both substantively and procedurally, and the appropriateness of the transactions contemplated thereby and therein and in this District Sanction Order;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**INTERPRETATION AND SERVICE**

1. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the District Plan.
2. Service of notice of the application for this Order, and all supporting materials, as set out in the Affidavit of Charlene Everett respecting the Application, filed July \_\_\_\_, 2016 is good and sufficient, and the time for notice hereof is shortened to the time actually given.
3. The dissemination of the District Plan and all accompanying materials to the Affected Creditors has been duly effected as described in the Affidavit of Service, filed June 27, 2016 and in the Twentieth Report of the Monitor, and:
  - (a) service and delivery of the Meeting Order and all documents referred to therein is deemed good and sufficient and the time therefore is shortened to the time actually given;
  - (b) proper notice of the Creditors' Meeting and the reconvening of the Creditors' Meeting following its adjournment were duly given to all Affected Creditors entitled to vote at the Creditors' Meeting; and
  - (c) the Creditors' Meeting was duly convened and held, all in conformity with the CCAA and the Orders of this Honourable Court made in these proceedings.

**SANCTION OF THE PLAN**

4. The classification of creditors of the District for the purposes of voting to approve the District Plan was fair and reasonable.

5. The District Plan has been agreed to and approved by the requisite majority of the Eligible Affected Creditors, achieving the Required Majority.
6. The District has complied with the provisions of the CCAA and the Orders of this Honourable Court in these proceedings in all respects.
7. The District has acted in good faith and with due diligence and the District Plan and all the terms and conditions of, and matters, transactions, corporate reorganizations and proceedings contemplated by the District Plan are fair, reasonable, not oppressive and are in the best interests of the Applicants and the Persons affected by the District Plan.
8. The District Plan is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA and all terms, conditions, compromises and releases set forth in the District Plan are binding and effective on all Persons affected by the District Plan.

#### **PLAN IMPLEMENTATION**

9. The District, the Monitor, and the CRO are hereby authorized and directed to take all actions necessary or appropriate, in accordance with the terms of the District Plan, to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with the District Plan and all matters contemplated under the District Plan involving corporate action of the District and such actions are hereby approved and will occur and be effective as of the Effective Date in accordance with the District Plan, in all respects and for all purposes without any requirement of further action by directors or officers of the District. Further, to the extent not previously given, all necessary approvals to take such actions shall be and are hereby deemed to have been obtained from the directors of the District, including the deemed passing of any resolution or special resolution.
10. Upon the filing with the Court of the Monitor's Certificate in accordance with Article 7.3 of the District Plan, substantially in the form attached hereto as **Schedule "1"**, stating that the District Plan Completion Date has occurred, the District Plan and all associated steps, compromises, transactions, conveyances, assignments, arrangements, releases and reorganizations shall be deemed implemented in accordance with their terms, and the Monitor shall be deemed to be discharged from its duties as Monitor of the District.
11. Upon the Completion Date, the District Plan and all associated steps, compromises, transactions, conveyances, assignments, arrangements, releases and reorganizations effected



thereby are hereby approved, binding and effective in accordance with the provisions of the District Plan, and shall enure to the benefit of and be binding upon the District, all Affected Creditors and all other Persons affected by the District Plan.

#### **CONVEYANCE OF ASSETS TO NEWCO**

12. Following the Effective Date and subject to the satisfaction of the conditions precedent in Article 7.2 of the District Plan, the District is hereby authorized to incorporate NewCo in accordance with Article 7.1(d) of the District Plan. The sequence of events stated in Article 6.1(d) of the ECHS Plan, and Article 6.1(c) of the EMSS Plan, which were authorized and approved by Orders granted on January 20, 2016, and in Article 7.1(e) and (f) of the District Plan, shall proceed.

#### **DISTRIBUTION TO AFFECTED CREDITORS**

13. Affected Creditors shall receive distributions as set forth below only to the extent that such Claims are Proven Claims and have not been paid, released or otherwise satisfied prior to the Effective Date. The timing of the payments shall be in accordance with Article 4.4 of the District Plan.

14. Following the Effective Date and subject to the satisfaction of the conditions precedent in Article 7.2 of the District Plan and subject to paragraphs 16 to 22 of this Order dealing with Minor Affected Creditors:

- (a) Each Affected Creditor with a Proven Claim will receive payment from the Payment Pool of the lesser of the amount of their Proven Claim or the first \$5,000 of their Proven Claim (the "Convenience Payment").
- (b) At such time as the Payment Pool is at least \$3.0 million, net of the Representative Action Holdback and the Restructuring Holdback, each Affected Creditor with a Proven Claim that is not fully satisfied by the Convenience Payment will receive a cash payment from the Payment Pool in an amount equal to that Affected Creditor's Cash Distribution amount. Each subsequent time the Payment Pool is at least \$3.0 million, net of any Representative Action Holdback and the Restructuring Holdback, or upon all of the Non-Core Assets being sold, the District, as directed by the Monitor, shall make a further distribution from the Payment Pool, subject to any Representative Action Holdback and the Restructuring Holdback, to the Affected Creditors whose claims were not fully

satisfied by the Convenience Payment equal to that Affected Creditor's Cash Distribution.

- (c) The Monitor will determine the Discounted Value in accordance with the process set out in paragraphs 20 to 22 of the Monitor's First Report to the Creditors, dated March 28, 2016.
- (d) Each Resident Affected Creditor with a Proven Claim that is not fully satisfied by the Convenience Payment will receive, on the Effective Date or within a reasonable time following the issuance of the NewCo Common Shares, each Resident Affected Creditor shall receive a share certificate evidencing their equity in NewCo in the form of NewCo Common Shares equal to that Resident Affected Creditor's Pro-Rata Share Portion of the NewCo Common Shares.
- (e) Each Non-Resident Affected Creditor with a Proven Claim that is not fully satisfied by the Convenience Payment will receive the amount of their Pro-Rata Cash Portion of the Discounted Value.

15. Subject to further Order of this Court, any balance of the following shall be paid to and from part of the Payment Pool:

- (a) any balance of the Disputed Claims Reserves after the resolution of the Disputed Claims; and
- (b) any balance of the Restructuring Holdback after payment of the Restructuring Claims.

#### **DISTRIBUTION TO MINOR AFFECTED CREDITORS**

16. The Court directs that all Affected Creditors who are under 18 years old ("Minor Affected Creditors") are subject to the terms of this section, regardless of the minor's place of residence or the age of majority in their place of residence. Anyone who is over the age of 18 is deemed not to be a minor for the purposes of this Order and all distributions.

17. The Court directs that the *Minors' Property Act*, S.A. 2004, c. M-18.1 applies to the Minor Affected Creditors, however, strict compliance with the procedural requirements, including application of the Surrogate Court rules, is waived.

18. The settlement of the claims of all the Minor Affected Creditors as set out in this Order and the District Plan is in the best interests of the Minor Affected Creditors and is hereby confirmed pursuant to section 4(2) of the *Minors' Property Act*.

19. With respect to a Minor Affected Creditor who shall receive cash and shares in NewCo having a total value of less than \$10,000.00, the Court directs that all proceeds shall to be paid to the guardian of the Minor Affected Creditor upon the guardian providing the Monitor with an executed Guardian's Acknowledgment of Responsibility, as set out in **Schedule "2"** of this Order.

20. With respect to a Minor Affected Creditor who shall receive cash and shares in NewCo having a total value of more than \$10,000.00, subject to the requirements of paragraph 21 herein, the Court appoints the guardian of each Minor Affected Creditor as Trustee for all property received by that Minor Affected Creditor pursuant to the District Plan and this Order. The Trustee shall have the power and authority to do all things which Trustees of the estates of minors may and ought to do according to the laws of the Province of Alberta.

21. Pursuant to paragraph 20 herein, the appointment of the guardian of each Minor Affected Creditor as Trustee for the purposes of this Order shall only take effect upon the provision of the following records to the Monitor by such guardian:

(a) A sworn [Acknowledgement of Appointment](#) ~~of~~ Trustee for Minor Affected Creditor, as set out in **Schedule "3"** of this Order; and

(b) If the Minor Affected Creditor is 14 years of age or older, but less than 18 years of age, an executed Minor's Consent, as set out in **Schedule "4"** of this Order.

22. The Court further dispenses with the requirement for the guardian who has been appointed Trustee of a Minor Affected Creditor's property pursuant to ~~paragraph~~ paragraphs 20 and 21 herein to provide a bond or other security pursuant to section 11(4) of the *Minors' Property Act*, as it is in the best interests of the Minor Affected Creditors having regard to other safeguards that will be in place.

#### **AMENDMENT TO DISTRICT BYLAWS AND HANDBOOK**

23. Following the Effective Date and subject to the satisfaction of the conditions precedent in Article 7.2 of the District Plan, the District's bylaws and handbook are hereby deemed amended to state, *mutatis mutandis*:

*The District is prohibited from raising or administering funds through any form of investment vehicle, such as those previously established as CEF and DIL.*

24. Notwithstanding paragraph 23 of this Order, the District is entitled to continue to own property in its name, sell its property, mortgage or grant security to an arm's length party over its property and otherwise deal with its property in the normal course of its business.

25. The amendment contained in paragraph 23 is effective and shall be binding on the District notwithstanding Articles 2 and 11 of the District bylaws and the bylaws of Lutheran Church – Canada (the "Synodical Bylaws"), including Section 3.07 of the Synodical Bylaws.

#### **ORDERLY LIQUIDATION OF NON-CORE ASSETS**

26. Following the Effective Date, the District shall continue its efforts to liquidate the Non-Core Assets, which sales will be subject to the approval of the District Committee and the Monitor.

27. Should either of the District Committee or the Monitor not approve of the District's intentions regarding the sale of any of the Non-Core Assets, or should the District, the Monitor or the District Committee deem it appropriate to do so, the District, the Monitor, or the District Committee have leave to apply for the advice and direction of the Court in respect of any such potential sale.

#### **DISCHARGE OF EXISTING CCAA CHARGES**

28. Upon the Completion Date, the Administration Charge, the Directors' Charge, and the Critical Supplier Charge, as defined in the Initial Order and amended by subsequent Orders in the CCAA Proceedings, are fully and finally terminated, discharged and released with respect to District as of the Completion Date.

#### **COMPROMISE OF CLAIMS AND EFFECT OF DISTRICT PLAN**

29. In accordance with the District Plan, upon the Completion Date the releases referred to in Article 8 and the other provisions of the District Plan including, without limitation, Article 5, shall become effective in accordance with the District Plan.

30. The Subcommittee shall be established in accordance with the District Subcommittee Order granted on July 15, 2016 (the "District Subcommittee Order").

31. On the Completion Date, all liens, encumbrances, charges, security interests and registrations in favour of Affected Creditors, including all registrations made in accordance with the *Personal Property Security Act*, the *Land Titles Act*, or similar legislation against the interests of the District in favour of any Affected Creditor, other than in respect of a Claim of an Unaffected Creditor, shall be and are hereby deemed to be released, discharged and extinguished.

32. Upon receipt of a certified copy of this Sanction Order together with the Monitor's certificate contemplated in paragraph 10 of this Sanction Order, all registrars or similar government departments and land titles offices are hereby directed and required to give effect to the discharges and transfers contemplated by this Order. The directions contemplated by this Order are to be given full effect by all such registries and offices notwithstanding section 191(1) of the *Land Titles Act (Alberta)* or any similar provision contained in any other legislation of any jurisdiction.

33. All Claims proven in accordance with the Claims Process Order and the District Plan shall be final and binding on the District and all Affected Creditors.

34. Without limiting the provisions of the Claims Process Order, an Affected Creditor that did not file a Proof of Claim (as defined in the Claims Process Order) by the Claims Bar Date in accordance with the provisions of the Claims Process Order and the District Plan, whether or not such Affected Creditor received notice of the claims process established by the Claims Process Order, except as otherwise permitted by an Order of this Court, shall be and is hereby forever barred from making a Claim against District and shall not be entitled to any distribution under the District Plan, and such Affected Claims are forever extinguished. Nothing in the District Plan extends or shall be interpreted as extending or amending the Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Process Order.

35. Each Affected Creditor is hereby deemed to have consented and agreed to all of the terms and provisions in the District Plan, in its entirety.

#### **STAY OF PROCEEDINGS AND WAIVER**

36. The stay of proceedings under the Initial Order, as extended from time to time in the CCAA Proceedings, shall be and is hereby extended in respect of the District until the certificate contemplated in paragraph 10 of this Sanction Order has been filed with the Court.

37. Upon the Effective Date, and except to the extent either: (i) already disclaimed, repudiated or resiliated, or (ii) expressly contemplated by the District Plan or the Sanction Order, all agreements to which the District is a party (including all equipment leases) shall be and remain in full force and effect, unamended as at the Effective Date, unless terminated or repudiated by the District, and no Person who is a party to any such obligation or agreement shall, on or after the Effective Date, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise, or purport to enforce or exercise, any right (including any right of set-off, combination of account, dilution, buy-out, divestiture, forced purchase or sale option, or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

- (a) any event or events which occurred on or before the Effective Date and is not continuing after the Effective Date or which is or continues to be suspended or waived under the District Plan, which would have entitled any party thereto to enforce such rights or remedies (including defaults or events of default arising as a result of the insolvency of the District);
- (b) the District having sought or obtained relief or having taken steps as part of the District Plan or under the CCAA;
- (c) any compromises, arrangements, settlements, reorganizations, assignments or transactions effected pursuant to the District Plan or completed during the CCAA Proceedings;
- (d) any default or event of default arising prior to the Effective Date as a result of the financial condition or insolvency of the District; or
- (e) the effect upon the District of the completion of any of the transactions contemplated under the District Plan or completed during the CCAA Proceedings.

38. Except for those Claims provided for by the District Representative Action, the DIL Representative Act, the District Subcommittee Order, the DIL Subcommittee Order and any other Claims that are not released by the District Plan, any and all Persons shall be and are hereby permanently stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be

commenced, taken or proceeded with against the District, any Partially Released Party, or District Released Representative in respect of all Affected Claims and any other matter which is released pursuant to this Sanction Order and the District Plan.

39. Except for those Claims provided for by the District Representative Action, the DIL Representative Act, the District Subcommittee Order, the DIL Subcommittee Order and any other Claims that are not released by the District Plan, from and after the Effective Date, all Persons shall be deemed to have waived any and all defaults of the District then existing or previously committed by the District, or caused by the District, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any agreements, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall excuse or be deemed to excuse the District from performing its obligations under the District Plan. For greater certainty but without limiting the generality of the foregoing:

- (a) nothing herein shall be deemed to be a waiver of defaults by the District under the District Plan and the related documents; and
- (b) each Affected Creditor shall be deemed on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, for all purposes:
  - (i) to have executed and delivered to the District all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the District Plan in its entirety;
  - (ii) to have waived any default by the District in any provision, express or implied, in any agreement or other arrangement existing between such Creditor and the District that occurred on or prior to the Effective Date;
  - (iii) to have agreement that if there is any conflict between the provision, express or implied, of any agreement (other than those entered into by the District on, after, or with effect from, the Effective Date) and the provisions of the District Plan, then the provisions of the District Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and

- (iv) to have released absolutely and in their entirety, all Affected Claims in accordance with the provisions of the District Plan and this Sanction Order.

#### **RELEASES**

40. The releases set out in Article 8 of the District Plan shall be effective and binding on the Completion Date in accordance with the terms pursuant to the District Plan.

#### **THE MONITOR AND THE CCAA PROCEEDINGS**

41. Except as otherwise provided in this Sanction Order and the District Plan, the Monitor has satisfied all of its obligations respecting the District and as required pursuant to the CCAA, the CCAA Proceedings, and the Orders made in the course of the CCAA Proceedings, and the Monitor shall have no liability in respect of any information disclosed in the CCAA Proceedings.

42. The Monitor, in addition to its prescribed rights and obligations under the CCAA and the powers provided to the Monitor herein, shall be and is hereby authorized, directed and empowered to perform its functions and fulfill its obligations and necessary administrative functions under the District Plan, the Claims Process Order and this Sanction Order.

43. The District is hereby authorized and directed to pay the accounts of the Monitor, its legal counsel, legal counsel to the District, the District Creditor Committee Counsel, and the CRO, pursuant to the District Plan at such times and from time to time as appropriate.

#### **GENERAL**

44. Notwithstanding:

- (a) the pendency of the CCAA Proceedings and the declaration of insolvency made therein;
- (b) a bankruptcy or act of bankruptcy of any of the Applicants; or
- (c) the provisions of any federal or provincial statute,

none of the transactions, payments, steps, releases or compromises made during the CCAA Proceedings or contemplated to be performed or effected pursuant to the District Plan shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable



or reviewable transactions under any applicable law, federal, provincial or otherwise, nor shall they constitute conduct meriting an oppression remedy.

45. Upon the Effective Date, this Sanction Order shall have full force and effect in all Provinces and Territories in Canada and abroad and as against all Persons and parties against whom it may otherwise be enforced.

46. The District, the Monitor, or the CRO may apply to this Court for advice and direction, or to seek relief in respect of any matter arising out of or incidental to the District Plan or this Sanction Order, including without limitation, the interpretation of this Sanction Order and the District Plan or the implementation thereof, and for any further Order that may be required, on notice to any party likely to be affected by the Order sought or on such notice as this Court orders.

47. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor, the CRO, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants, the Monitor, as an officer of this Court, and the CRO, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants, the Monitor, the CRO, and their respective agents in carrying out the terms of this Order.

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Justice of the Court of Queen's Bench of Alberta

Confirmation by the court of the within settlement ~~as set out in paragraph 18~~ pursuant to the Minors Property Act ~~as set out in paragraph 18 but excluding~~ paragraphs 20 to 22 is recommended by the Public Trustee.

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Janice Elmquist  
Solicitor for the Public Trustee

**SCHEDULE "1"**

COURT FILE NUMBER	1501-00955	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
	IN BANKRUPTCY AND INSOLVENCY	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE <i>COMPANIES' CREDITORS</i> <i>ARRANGEMENT ACT</i> , R.S.C. 1985, c. C-36, as amended	
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	<b>MONITOR'S CERTIFICATE (District)</b>	

**WHEREAS:**

1. Pursuant to the Order of this Honourable Court dated January 23, 2015 (the "Initial Order") the Applicants filed for and obtained protection from creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
2. Pursuant to the Initial Order, Deloitte Restructuring Inc. was appointed the Monitor of the Applicants (the "Monitor") with the powers, duties and obligations set out in the Initial Order, as amended from time to time.
3. Pursuant to the Order of this Honourable Court dated May 19, 2015, Kluane Financial Services Inc. was appointed Chief Restructuring Officer of the Applicants (the "CRO") with the powers, duties and obligations set out in that Order and in the Order of this Honourable Court dated March 6, 2015, as amended from time to time.
4. On June 10, 2016, the District filed the Fifth Amended Plan of Compromise and Arrangement under the CCAA, dated June 10, 2016 (the "District Plan"), which was sanctioned by this Honourable Court by Order, dated June 15, 2016.
5. The CRO has advised the Monitor in writing that the events set out in 7.1 of the District Plan have occurred and the conditions set out in Article 7.2 of the District Plan have been satisfied and that the District Plan is capable of being implemented.
6. Unless otherwise indicated herein, initially capitalized terms used herein have the meaning set out in the District Plan.

THE MONITOR HEREBY CERTIFIES that all conditions precedent set out in Article 7.2 of the District Plan have been satisfied and that the District Plan has, as of this date, been implemented.

Dated at Calgary, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Deloitte Restructuring Inc., in its capacity as Court-appointed Monitor of 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.

Per: \_\_\_\_\_  
Jeff Keeble, CA, CIRP, CBV  
Senior Vice-President

SCHEDULE "2"

GUARDIAN'S ACKNOWLEDGMENT OF RESPONSIBILITY  
(MINORS' PROPERTY ACT (SECTION 8))

This acknowledgment of responsibility is given by:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. This acknowledgment of responsibility relates to the minor, \_\_\_\_\_  
\_\_\_\_\_ (name of minor),

who was born on \_\_\_\_\_ (date of birth).

2. I am the minor's guardian because I am (check one):

the minor's mother or father.

appointed guardian by the deed or will of the minor's parent, \_\_\_\_\_  
\_\_\_\_\_ (name of parent),  
who is now deceased.

appointed guardian by a court order dated \_\_\_\_\_  
\_\_\_\_\_ (date of guardianship order).

3. I have the power and responsibility to make day-to-day decisions affecting the minor.

4. I request **The District** to deliver to me, to hold as trustee for the minor, money or other property of a total value of \$ \_\_\_\_\_  
that **The District** is holding for the minor.

5. I will use or expend the money or other property only for the minor's benefit.

6. When the minor reaches the age of 18 years I will account to the minor and transfer the balance of the money or other property remaining at that time to the minor.

Date \_\_\_\_\_

Guardian's Signature \_\_\_\_\_

Witness \_\_\_\_\_

SCHEDULE "3"

ACKNOWLEDGEMENT OF APPOINTMENT AS TRUSTEE FOR MINOR AFFECTED CREDITOR

This Appointment as Trustee is acknowledged by:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.1. \_\_\_\_\_ This Appointment of Trustee relates to the minor, \_\_\_\_\_ (name of minor),

who was born on \_\_\_\_\_ (date of birth).

8.2. \_\_\_\_\_ I am the minor's Trustee because I am (check one):

- the minor's mother or father.
- appointed guardian by the deed or will of the minor's parent, \_\_\_\_\_ (name of parent), who is now deceased.
- appointed guardian by a court order dated \_\_\_\_\_ (date of guardianship order).

9.3. \_\_\_\_\_ I have the power and responsibility to make day-to-day decisions affecting the minor.

10.4. \_\_\_\_\_ I request **The District** to deliver to me, to hold as Trustee for the minor, money or other property that **The District** is holding for the minor.

11.5. \_\_\_\_\_ I will use or expend the money or other property only for the minor's benefit.

12.6. \_\_\_\_\_ When the minor reaches the age of 18 years I will account to the minor and transfer the balance of the money or other property remaining at that time to the minor.

13.7. \_\_\_\_\_ I UNDERSTAND THAT I WILL HAVE THE POWER AN AUTHORITY TO DO ALL THINGS WHICH TRUSTEES OF MINORS PROPERTY MAY AND OUGHT TO DO ACCORDING TO THE LAWS OF THE PROVINCE OF ALBERTA.

I SWEAR/AFFIRM THAT I WILL PERFORM THE TRUST OF THE TRUSTEESHIP AND TO ADMINISTER THE PROPERTY OF THE MINOR ACCORDING TO THE LAWS OF THE PROVINCE OF ALBERTA.

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SWORN BEFORE ME at the City/Town of \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ )

\_\_\_\_\_)  
A COMMISSIONER FOR OATHS in \_\_\_\_\_ )  
and for the Province of \_\_\_\_\_ )

\_\_\_\_\_

\_\_\_\_\_

Schedule "A"

SCHEDULE "4"

CONSENT OF A MINOR-AFFECTED TRUSTEE

To be completed by Minor Affected Creditors between the ages of 14 and 18 years old

This Consent of a Minor Affected Trustee is given by:

Name \_\_\_\_\_

Address \_\_\_\_\_

14.1. \_\_\_\_\_ I am a minor, my name is: \_\_\_\_\_  
(name of minor)

I was born on \_\_\_\_\_ (date of birth);

and am \_\_\_\_\_ years old.

15.2. \_\_\_\_\_ I consent and elect my  
guardian as my Trustee.

16.3. \_\_\_\_\_ My guardian is (check one):

- My mother or father:  
\_\_\_\_\_ (name of mother or father).
- My appointed guardian by the deed or will of my deceased parent,  
\_\_\_\_\_ (name of parent),  
who is now deceased.
- My appointed guardian by a court order, dated  
\_\_\_\_\_ (date of guardianship order).

17.4. \_\_\_\_\_ My guardian/Trustee's name  
is: \_\_\_\_\_  
\_\_\_\_\_ (name of guardian).

18.5. \_\_\_\_\_ I request **The District** to  
deliver to my Trustee, to hold as my trustee, money or other property that **The District** is  
holding for me.

19.6. \_\_\_\_\_ My Trustee will administer  
my property until I am the age of 18 years.

Date \_\_\_\_\_

Minor's Signature \_\_\_\_\_

Witness \_\_\_\_\_

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COURT FILE NUMBER 1501-00955  
COURT COURT OF QUEEN'S BENCH  
OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY



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

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 **APPROVAL AND VESTING ORDER**  
**(Prince of Peace Development)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Bishop & McKenzie LLP  
Barristers & Solicitors  
1700, 530 - 8<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3S8  
Attention: Francis N. J. Taman / Ksena J. Court  
Telephone: 403-237-5550  
Fax: 403-243-3623  
File No.: 103,007-003

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**DATE ON WHICH ORDER WAS PRONOUNCED:**  
**LOCATION WHERE ORDER WAS PRONOUNCED:** CALGARY, ALBERTA  
**NAME OF JUSTICE WHO MADE THIS ORDER:** JUSTICE B.E.C. ROMAINE

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**UPON THE APPLICATION** of Lutheran Church – Canada, the Alberta – British Columbia District (the "District"), Encharis Community Housing and Services, EnCharis Management and Support Services, and Lutheran Church – Canada, the Alberta – British Columbia District Investments Ltd. (collectively the "Applicants"); **AND UPON HAVING READ**



the Application, and the Affidavit of Cameron Sherban; **AND UPON READING** the Reports of the Monitor; **AND UPON HEARING** counsel for the Applicants, counsel for the Monitor, and other interested parties;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of the application for this Order, and all supporting materials, as set out in the Affidavit of Charlene Everett respecting the Application filed July [REDACTED], 2016 is good and sufficient, and the time for notice hereof is shortened to the time actually given.
2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Initial Order granted by the Honourable Justice K.D. Yamauchi in this Action dated January 23, 2015 (the "Initial Order") or in the Fifth Amended Plan of Compromise and Arrangement of Lutheran Church - Canada, the Alberta – British Columbia District (the "District Plan").

**SALE OF LANDS**

**TRANSFER OF PRINCE OF PEACE DEVELOPMENT**

3. In this Order the following terms shall have the following meaning:
  - (a) "Lands" means the lands legally described in Schedule "A" to this Order;
  - (b) "Prince of Peace Development" has the meaning ascribed to it in the District Plan;
  - (b)(c) "Solicitor's Letter" means a letter from Bishop & McKenzie LLP, lawyers for the Applicants,
    - i. authorizing the registration of this Order;
    - ii. advising of the name of the transferee of the Lands; and
    - iii. providing an address for service for the transferee.

4. The transfer of the Prince of Peace Development, including, without limitations, the Lands to the NewCo in accordance with the terms and conditions of the District Plan be and is hereby authorized and approved.

5. The District and the Monitor are hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the saletransfer of the Lands Prince of Peace Development, including, without limitations, the and to carry out the terms of this Order.

6. Notwithstanding Section 191(1) of the *Land Titles Act*, upon filing a certified copy of this Order (either with or without Schedule "B") in the Alberta Land Titles Office together with the Solicitor's Letter authorizing such registration and subject to the terms of this Order, the Registrar of Land Titles in and for the Province of Alberta shall cancel the existing certificates of title to the Lands and shall issue a new certificates of title in the name of the transferee as set out in the Solicitor's Letter, and the Registrar of Land Titles shall discharge all encumbrances from the title to the Lands except for the permitted encumbrances set out in Schedule "B" to this Order.

7. Upon the Monitor delivering a certificate (the "Monitor's Certificate") to the Court in the form attached as Schedule "C" certifying that the saletransfer of the Prince of Peace Development, including, without limitations, the Lands has closed substantially in accordance with the terms of the Purchase and Sale Agreement and all purchase monies due and owing in respect of such sale have been tendered to the District Plan then:

8.a. \_\_\_\_\_ the Prince of Peace Development, including, without limitations, the Lands shall be owned by the PurchaserNewCo, free of all estate, right, title, interest, rental, and equity of redemption of the District and all persons who claim by, through or under the District in respect of the Prince of Peace Development, including, without limitations, the Lands, other than any permitted encumbrances expressly set forth in the Purchase and Sale AgreementDistrict Plan;

9.b. \_\_\_\_\_ the District and all persons who claim by, through or under the District shall stand absolutely barred and foreclosed from all estate, right, title, interest, rental, and equity of redemption of the Prince of Peace Development, including, without limitations, the Lands and, to the extent that any such person remains in possession or control of any of the Prince of Peace Development, including, without limitations, the Lands, they shall forthwith deliver possession of same to the PurchaserNewCo or its nominee; and

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~~10.c.~~ the Purchaser~~NewCo~~ shall be entitled to enter into and upon, hold and enjoy the Prince of Peace Development, including, without limitations, the Lands for its own use and benefit without any interference of or by the District, or any person claiming by or through or against the District on any of the Lands:Prince of Peace Development, including, without limitations, the Lands.

~~11.8.~~ The District is authorized and empowered, in respect of the Prince of Peace Development, including, without limitations, the Lands, to execute and deliver:

- (a) such additional, related or ancillary documents and assurances governing or giving effect to the sale of transfer of the Prince of Peace Development, including, without limitations, the Lands, which in the District's discretion are reasonably necessary or advisable to conclude the transactions contemplated in or in furtherance of the purchase of transfer of the Prince of Peace Development, including, without limitations, the Lands and/or this Order; and
- (b) any and all instruments and documents in respect of the Lands as may be required by the Registrar of the Land Titles Office of Alberta or deemed reasonably necessary by the District, and the Registrar is hereby directed to effect registration of any such instrument or document so executed by the District or its solicitors.

~~12.9.~~ Upon the filing of the Monitor's Certificate, the Monitor may discharge, or authorize the discharge of, any security registration or registrations in the Personal Property Registry of Alberta as may be required to properly convey clear title of the Lands to the PurchaserPrince of Peace Development, including, without limitations, the Prince of Peace Development, including, without limitations, the Lands to the Newco.

~~13.10.~~ Notwithstanding:

- (a) the pendency of these proceedings and the declaration of insolvency made herein;
- (b) any bankruptcy Order sought or issued pursuant to the *Bankruptcy and Insolvency Act* (the "BIA") in respect of any of the Applicants, and
- (c) the provisions under the *BIA*, or any other applicable federal or provincial legislation or common law,

the transfer of the Prince of Peace Development, including, without limitations, the Lands in accordance with the District Plan or any transaction contemplated hereby or coordinated therewith shall constitute legal, valid and binding obligations of the Applicants enforceable against them in accordance with the terms thereof, and neither the transfer of Prince of Peace Development, including, without limitations, the Land pursuant to this Order nor any transaction contemplated hereby or coordinated therewith will be void or voidable at the instance of creditors and claimants and do not constitute nor shall they be deemed to constitute settlements, fraudulent preferences, assignments, fraudulent conveyances, oppressive conduct, or other reviewable transactions under the *BIA*, or any other applicable federal or provincial legislation, or common law.

44.11. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Alberta to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

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Justice of the Court of Queen's Bench of Alberta

Schedule "A" – Legal Description of the Lands

Development, Harbour and Expansion Lands

PLAN 9712096

BLOCK 1

CONTAINING 22.29 HECTARES (55.08 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

SUBDIVISION 0311251 AREA: 1.90 HECTARES (4.70 ACRES)

EXCEPTING THEREOUT ALL MINES AND MINERALS

(referred to in Schedule "B" as the "Development, Harbour and Expansion Lands")

Manor

PLAN 0311251

BLOCK 4

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.9 HECTARES (4.7 ACRES) MORE OR LESS

(referred to in Schedule "B" as the "Manor")

Lake and Green Space

PLAN 9712096

BLOCK 2

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 12.88 HECTARES (31.83 ACRES) MORE OR LESS

(referred to in Schedule "B" as the "Lake and Green Space")

## Schedule "B" – Permitted Encumbrances

**Development, Harbour and Expansion Lands**

5060KU	Utility Right of Way
971 324 048	Easement
971 324 049	Caveat
981 274 372	Easement
001 042 374	Easement
001 150 640	Utility Right of Way
031 143 478	Caveat
031 143 480	Easement
031 143 481	Restrictive Covenant

**Manor**

971 324 048	Easement
981 274 372	Easement
001 042 374	Easement
001 150 640	Utility Right of Way
031 143 478	Caveat
031 143 479	Utility Right of Way
031 143 480	Easement
031 143 481	Restrictive Covenant

**Lake and Green Space**

6192KM	Utility Right of Way
971 324 048	Easement
971 324 050	Caveat
981 274 372	Easement
001 042 374	Easement
031 143 478	Caveat



## Schedule "C" – Monitor's Certificate

COURT FILE NUMBER 1501-00955

COURT COURT OF QUEEN'S BENCH  
OF ALBERTA

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY



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

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 **MONITOR'S CERTIFICATE**  
**(District Office)**  
**(Prince of Peace Development)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Gowling LaFleur Henderson LLP  
1600-521-7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 4K9  
Attn: Jeffrey Oliver  
Phone: 403-298-1000  
Fax: 403-263-9193

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice K.D. Yamauchi of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated January 23, 2015, Deloitte Restructuring Inc. was appointed as the Monitor of the Applicants.
- B. Pursuant to an Order of the Court, dated ~~November 5, 2015~~ July , 2016 (the "Approval and Vesting Order (~~District Office~~Prince of Peace Development)"), the Court approved the ~~agreement of purchase and sale made as transfer of October 9, 2015 between the District and the Purchaser, as that term is Prince of Pece Development as~~ defined in the ~~Approval and Vesting Order (District Office)~~Plan and provided for the vesting in the ~~Purchaser~~NewCo all of the District's right, title and interest in and to the ~~Lands~~Prince of



Peace Development, as that term is defined in the Approval and Vesting Order (District Office), Plan, which vesting is to be effective with respect to the Lands Prince of Peace Development upon the delivery by the Monitor to the Purchaser NewCo of at this certificate confirming the payment by the Purchaser of the purchase monies for the Lands to the District.

**THE MONITOR CERTIFIES THE FOLLOWING:**

1. ~~The Purchaser (or its nominee) has paid and the District has received the purchase monies for the Lands;~~
- 2.1. The sale transfer of the Lands Prince of Peace Development has been completed substantially in accordance with the District Plan and to the satisfaction of the Monitor; and
- 3.2. This Certificate was delivered by the Monitor at \_\_\_\_\_ on \_\_\_\_\_.

Deloitte Restructuring Inc.,  
In its capacity as Court-appointed Monitor of  
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.

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Jeff Keeble CA, CIRP, CBV  
Senior Vice-President