

**IN THE MATTER OF THE
PLAN OF COMPROMISE AND ARRANGEMENT FOR
LUTHERAN CHURCH - CANADA, THE ALBERTA – BRITISH COLUMBIA DISTRICT
(the “District”)
MINUTES OF THE MEETING OF THE CREDITORS OF THE DISTRICT
(the “District Meeting”)**

DATE AND TIME: May 14, 2016 @ 10:00 a.m.

LOCATION: MacLeod Hall, Telus Convention Centre, 120 – 9th Avenue SE, Calgary,
AB

CHAIR: Vanessa A. Allen, Deloitte Restructuring Inc. (“Deloitte”)

PRESENT: See Attached Attendance List

ATTENDANCE

The Monitor acted as chair of the District Meeting (the “Chair”). The Chair proceeded to record the attendance of those individuals and creditors present or represented at the meeting of creditors for the District. The Chair adjourned the commencement of the District Meeting for approximately 30 minutes to allow all attendees to have their attendance recorded.

The Chair called the District Meeting to order. The District Meeting was convened pursuant to the Order of the Court of Queen’s Bench of Alberta (the “Court”) granted on March 21, 2016 (the “Meeting Order”). The Monitor indicated that the Chair was granted the authority to chair the District Meeting pursuant to paragraph 14 of the Meeting Order.

Defined terms herein are as defined in the Monitor’s First Report to the Creditors of the District, dated March 28, 2016 (the “Monitor’s Report”)

INTRODUCTIONS

The Chair introduced the following individuals who were in attendance at the District Meeting:

1. Jeff Oliver from Cassels Brock & Blackwell LLP, who acts as legal counsel for the Monitor;

2. Greg Peterson, Maxine Mongeon and Brian Kearl from Gowling (WLG) Canada LLP, who also act as legal counsel for Monitor and were in attendance to consult on procedures at the District Meeting, corporate and tax matters;
3. Liam Brunner, a partner in Deloitte's Real Estate Advisory Group and Joseph Sithole, who is a member of Deloitte's Restructuring group;
4. Francis Taman and Ksenia Court from Bishop & McKenzie LLP, who act as legal counsel for the District;
5. Cameron Sherban from Kluane Financial Services Inc., who acts as the Chief Restructuring Officer for the District;
6. Sandra Jory and Terry Goerz, who are members of the District's creditors' committee;
7. Alexis Teasdale from Bennett Jones LLP, who acts as legal counsel for the District's creditor's committee; and
8. Doug Nishimura from Field LLP, who acts as legal counsel for the DIL creditors' committee.

QUORUM

The Chair examined the proxies filed with the Monitor. Pursuant to paragraph 23 of the Meeting Order, the required quorum for the District Meeting is two Eligible Affected Creditors present in person or by proxy at the District Meeting. Based on those in attendance, the Monitor determined that a quorum was present at the District Meeting. The proxy holders present were as recorded on the attached Attendance List.

AGENDA

The Chair reported that the planned agenda for the District Meeting was as follows:

1. Overview of Procedures to be followed at the District Meeting;
2. The role of the Monitor;
3. Notice of the District Meeting;
4. General update on the CCAA proceedings;
5. Question period;
6. Overview of the plan of compromise and arrangement for the District (the "District Plan").
References to the District Plan would include all subsequent amendments;
 - a. Creditor composition and anticipated distributions;
 - b. NewCo Shares;
 - c. Question Period;
 - d. Representative Action and Releases; and
 - e. Summary
7. Comments from the District's creditors' committee;

8. Question Period;
9. Vote on the District Plan; and
10. Adjournment.

OVERVIEW OF THE PROCEDURES TO BE FOLLOWED AT THE DISTRICT MEETING

The Chair indicated that the following procedures would be followed at the District Meeting:

1. Pursuant to paragraph 17 of the Meeting Order, the only persons entitled to attend or speak at the District Meeting are Eligible Affected Creditors or their respective proxy holders, the District's directors, the Monitor, the District's legal counsel, the Monitor's legal counsel, members of the creditors' committees, legal counsel for the creditors' committees, the Chair, the scrutineers and the secretary. Any other person can be admitted by invitation of the Chair.
2. The Chair had admitted all those individuals who had attended at the District Meeting. The Monitor indicated that media would not have been permitted to attend the District Meeting but that, to their knowledge, no media had requested that they be admitted to the District Meeting.
3. Those who were not either an Eligible Affected Creditor or the proxy holder for an Eligible Affected Creditor were advised that, although they could remain to observe the District Meeting, they would not be allowed to participate in the District Meeting.
4. Eligible Affected Creditors and proxy holders were advised that there would be time for questions at designated times during the District Meeting. Deloitte representatives would be circulating with microphones but would only take questions during designated question periods. The Monitor asked Eligible Affected Creditors to be brief in submitting their comments or questions indicating that as Chair, they sought a balance between ensuring that valid questions and concerns were addressed, and having an organized and efficient meeting.
5. The Monitor indicated that they anticipated that the District Meeting would last at least three to four hours and that there would be approximately three breaks throughout the meeting. The Monitor further indicated that, due to the number of people in attendance at the District Meeting, the voting results would not be reported at the District Meeting. Pursuant to the Meeting Order, the Monitor was to file a report to the Court as to the results of the District Meeting (the "Meeting Report") within seven days of the District Meeting. The Meeting Report would also be posted on the Monitor's Website.
6. The Monitor indicated that, due to the large number of attendees at the District Meeting, each Eligible Affected Creditor would be limited to two questions during each designated question period at the District Meeting. There would be a longer question period ahead of the formal vote on the District Plan. The Monitor would also make themselves

available during the breaks to address individual questions from Eligible Affected Creditors.

7. The Monitor indicated that the question periods were provided for Eligible Affected Creditors to clarify matters related to the District Plan. They were not intended to be a forum for the expression of individual opinions on the District Plan.
8. The Monitor indicated that the District Meeting would not be recorded but that minutes would be prepared summarizing the discussion, which would be attached to the Meeting Report. Paragraph 15 of the Meeting Order specifically prohibits the District Meeting being recorded or videotaped.
9. The Monitor indicated that, should it be required, the meeting could be adjourned at the discretion of the Chair (such as for breaks). The Monitor further indicated that the meeting could be adjourned should such a resolution be approved by a majority in value of the Eligible Affected Creditors present in person or via proxy.
10. The Monitor indicated the following with respect to voting at the District Meeting:
 - a. The only people eligible to vote at the District Meeting were those whose claims had been proven pursuant to the Claims Process Order that had been approved by the Court on February 20, 2015 (i.e. Eligible Affected Creditors) or those who were properly approved proxy holders for such individuals.
 - b. The Monitor indicated that all voting at the District Meeting would be done by way of written ballot. Each Eligible Affected Creditor should have received a written ballot upon entering the District Meeting. If Eligible Affected Creditors were unable to stay for the duration of the District Meeting, they could submit their written ballot to one of the Deloitte representatives, who were positioned around the room.
 - c. The Monitor noted that each Eligible Affected Creditor would only be allowed to submit one written ballot or Election Letter. As such, if an Eligible Affected Creditor had previously submitted an Election Letter but was now in attendance at the District Meeting, they did not need to submit a further written ballot unless, prior to the vote being called, they wished to amend the vote they had previously submitted in which case, they could submit a written ballot, which would be considered to take precedence to the Election Letter that they had previously provided to the Monitor.
 - d. The Monitor noted that where an Election Letter and a Proxy had been submitted and the Proxy submitted did not specify the Eligible Affected Creditor's preference for voting for or against the District Plan and the Proxy holder present at the District Meeting wished to submit a different vote on behalf of the Eligible Affected Creditor for whom they were acting (compared to what was reflected in

the Election Letter), the vote submitted by the Proxy holder at the District Meeting would take precedence.

- e. In order for the District Plan to be passed, a majority in number and 2/3 in dollar value of voting creditors must vote in favour of the District Plan meaning that the following two tests must be met:
 - i. When considering the total dollar value of the claims of those voting for or against the District Plan, at least 2/3 in dollar value must vote in favour of the District Plan. For example, if Eligible Affected Creditors with claims totalling \$1.0 million voted on the District Plan, the claims of Eligible Affected Creditors voting in favour of the District Plan must be at least \$666,667 in order for the District Plan to pass; and
 - ii. When considering the votes received from Eligible Affected Creditors, a majority of Eligible Affected Creditors who are voting must vote in favour of the District Plan. For example, if 500 Eligible Affected Creditors vote on the District Plan, at least 251 must vote in favour of the District Plan in order for the District Plan to pass.
- f. In order for other resolutions to be passed at the District Meeting (outside of a vote to adjourn the District Meeting), a simple majority in number would be required.
- g. Pursuant to paragraph 28 of the Meeting Order, scrutineers from the Monitor's office are in attendance who will independently supervise the vote and tabulate the voting results.

THE ROLE OF THE MONITOR

The Monitor summarized the role of the Monitor in the CCAA proceedings and specifically noted the following:

1. The Monitor is not the author of the District Plan, which was formulated by the District and was subject to input from the District's creditors' committee, the CRO, other stakeholders and the Monitor.
2. The Monitor is an officer of the Court and has no economic stake in the outcome of the District Plan. The Monitor would review the contents of the District Plan at the District Meeting and answer any questions surrounding the District Plan so that Eligible Affected Creditors could make an informed decision regarding the District Plan.
3. The Monitor's role includes providing District Depositors with sufficient information to consider the District Plan and reporting to District Depositors on its view of the reasonableness and fairness of the District Plan. There is some information related to future events and contingencies, which are not known at this time and, in the

circumstances, the Monitor can't report on them. Notwithstanding these unknowns, the Monitor is of the view that that the District Plan is reasonable and includes the potential for a greater recovery than would be available to Eligible Affected Creditors in a forced sale liquidation scenario.

4. The Monitor's advice is based on business considerations and need not be accepted by Eligible Affected Creditors, who need to make their decision in accordance with their own particular circumstances and views. Ultimately, it is the Eligible Affected Creditors who will determine if the District Plan is approved and should be considered by the Court.
5. The District Plan is being voted on in its entirety meaning there is no ability to accept one part of the District Plan and reject another.
6. Due to the large number of Eligible Affected Creditors, it is to be expected that there will be divergent viewpoints and nothing should be taken from the fact that divergent views exist.

NOTICE OF THE DISTRICT MEETING

The Meeting Order prescribed how the Eligible Affected Creditors were to receive notice of the District Meeting. The Monitor confirmed that the notice requirements set out in the Meeting Order were complied with and that the Eligible Affected Creditors were notified of the District Meeting as follows:

1. The Monitor posted a copy of the information package for Eligible Affected Creditors on the Monitor's Website on March 28, 2016 (the "Information Package");
2. The Monitor printed notice of the District Meeting in the Globe and Mail National Edition on March 24, 2016.
3. The Information Package was mailed to Eligible Affected Creditors with all mail-outs being completed by April 8, 2016, which included the following:
 - a. A cover letter and the District Report;
 - b. Hand-outs dated March 28, 2016, entitled "Further Information for creditors of the District – The basics and what you need to do", which were tailored to specific groups of Eligible Affected Creditors; and
 - c. A document entitled "Answers to frequently asked questions" also dated March 28, 2016.
4. The following additional information was subsequently posted by the Monitor to its website and mailed to Eligible Affected Creditors with claims over \$5,000 on May 3, 2016 (the May 3 Package):
 - a. A Monitor's commentary dated April 7, 2016, regarding the information provided by the CRO related to NewCo (the "Commentary");

- b. A document entitled “Answers to frequently asked questions” dated April 18, 2016, which addresses various topics;
 - c. A document entitled “Answers to frequently asked questions” dated April 25, 2016 regarding joint accounts and estates;
 - d. A document entitled “Answers to frequently asked questions” dated April 29, 2016 regarding the potential outcomes of the CCAA proceedings; and
 - e. A document entitled “Answers to frequently asked questions” dated April 29, 2016 regarding the future subdivision and development of the properties within the Prince of Peace development (“FAQ – Subdivision and Development”).
5. The Monitor also attended five information meetings, which were held throughout Alberta (Sherwood Park, Red Deer and Medicine Hat) and British Columbia (Langley and Quesnel). The dates and times for these meetings were posted on the Monitor’s Website on April 7, 2016.

The Monitor commented that they often received questions about the amount of information that was provided to Eligible Affected Creditors. The Monitor is required to provide selected Court documents to Eligible Affected Creditors and provides additional information that they view as necessary to assess the District Plan. Due to the fact that a lot of these Court documents are legal documents, they are technical in nature. The documents prepared by the Monitor are intended to provide easier to read information regarding the contents of the District Plan.

GENERAL UPDATE ON THE CCAA PROCEEDINGS

The Monitor proceeded to provide a general update on the CCAA proceedings for Encharis Community and Housing Services (“ECHS”), Encharis Management and Support Services (“EMSS”) and Lutheran Church – Canada, the Alberta – British Columbia District Investments Ltd. (“DIL”) The Monitor specifically noted as follows:

1. The plan of compromise and arrangement for ECHS (the “ECHS Plan”) has been sanctioned by the Court. The trade creditors of ECHS have been paid in full. The life lease residents within the Prince of Peace Village are having their leasehold interests in their condominiums transferred to fee simple and are paying the corresponding fee for the benefit of DIL as set out in the ECHS Plan. Certain provisions of the ECHS Plan are dependent on whether or not the District Plan becomes effective so will not be implemented until that has been determined.
2. The plan of compromise and arrangement for EMSS (the “EMSS Plan”) has also been sanctioned by the Court and the trade creditors of EMSS have been paid in full. As with

ECHS, selected provisions of the EMSS Plan are dependent on whether or not the District Plan becomes effective.

3. The plan of compromise and arrangement for DIL (the "DIL Plan") has been approved by the required majority of DIL Depositors and the application to sanction the DIL Plan has been heard. The Court is to make a determination on the sanction of the DIL Plan at the same time as they make a determination on the sanction of the District Plan. On April 27, 2016, DIL received Court approval to distribute up to \$7.5 million to DIL Depositors. Not all of these funds are releasable right now and the initial amount that is being released is \$3.0 million.

QUESTION PERIOD

The following discussion ensued:

1. An attendee inquired as to who would act as scrutineers for the purposes of tabulating the voting results on the District Plan. The Monitor indicated that representatives from Deloitte would act as scrutineers.
2. An attendee then indicated that, in view of the fact that the Monitor had indicated that they were supportive of the District Plan, he would like to make a motion to appoint a third-party scrutineer to tabulate the voting results, being a Mr. Odegard. The Monitor indicated that the fact that they were supportive of the District Plan was not a conflict of interest. The Monitor noted, that the reality of CCAA proceedings was that it would be extremely unlikely that the Applicants would present a plan of compromise and arrangement to their creditors, which was not supported by the Monitor and, in this case, the District's creditors' committee since such a plan of compromise and arrangement would likely have little chance of success. The Monitor adjourned the District Meeting for five minutes to consult with legal counsel.
3. The Monitor reconvened the District Meeting and indicated that all scrutineers had been properly appointed by the Monitor pursuant to paragraph 28 of the Meeting Order and that the Meeting Order gave the authority to appoint scrutineers to the Monitor. As such, the proposed motion would not be allowed.
4. An attendee demanded that further discussion of the motion be held. The Monitor indicated that there would not be further discussion of the motion since the motion was not being allowed.
5. Ms. Errin Poyner, who was legal counsel with the firm Sugden Mcfee and Roos LLP ("Sugden") and acted as legal counsel for two creditors, Mr. Randall Kellen and Ms. Elvira Kroeger, indicated that the Meeting Order did not preclude the Monitor from selecting additional independent scrutineers for the purposes of the vote on the District Plan. Ms. Poyner further indicated that the motion had been advanced based on her

client's allegations that Deloitte had a conflict of interest due to the fact that Deloitte LLP, a sister company to Deloitte, acted as auditor of the District between 1990 and 1999. The Monitor advised that they did not believe that it was necessary to appoint additional scrutineers. The Monitor further advised that the prior involvement of Deloitte LLP with the District had been disclosed in the Monitor's Fourth Report in June 2015 and discussed in subsequent Court reports. The Court had reviewed the disclosure provided by the Monitor and determined that it was appropriate. In addition, the Monitor noted that there were no releases granted pursuant to the District Plan for any of the work done by Deloitte LLP in their capacity as auditor of the District for the period from 1990 to 1999. The Monitor went on to note that Ms. Poyner had previously indicated that, should the District Plan be approved by the Eligible Affected Creditors, her clients would object to the application for the Court sanction of the District Plan. As part of that application, she had indicated that her clients would be requesting the appointment of an interim monitor (the "Interim Monitor") for the limited purpose of advising the Court with respect to the provisions of the District Plan related to the Representative Action (the "Representative Action Provisions"). The fees of the proposed Interim Monitor were estimated to be \$75,000 and were to be paid by the District. The Monitor also commented that they had provided a business opinion with respect to the Representative Action Provisions, however, they would have been unable to do so without extensive legal advice. They anticipated that, should the proposed Interim Monitor be appointed, they would also require legal advice to make a determination on the Representative Action Provisions. The Monitor noted that, in addition to being reviewed by the Monitor and the Monitor's legal counsel, the Representative Action Provisions have also been reviewed by the creditors' committees for the District and DIL, who act in a fiduciary capacity with respect to the creditors of those respective entities and by each creditors' committee's independent legal counsel.

6. Mr. Allan Garber from Garber Professional Association, who acted as legal counsel for Ms. Ruby Sherman and Ms. Marilyn Huber, indicated that both Sugden McFee and Roos LLP and Garber Professional Association had, on behalf of their clients, commenced class action proceedings against various parties that had subsequently been stayed by the Court (the "Sugden and Garber Actions"). He inquired if the Monitor's Report contained any statements that Deloitte LLP may eventually be named as a defendant in the Sugden and Garber Actions. He further inquired as to whether the Monitor's Report disclosed the existence of the Sugden and Garber Actions and the current named defendants in the Sugden and Garber Actions. The Monitor indicated that this was disclosed on pages 26 to 28 of the Monitor's Report, and specifically in paragraphs 64 and 65.

7. Mr. Garber inquired as to whether the Monitor's Report disclosed that the District's legal counsel, Bishop & McKenzie LLP had been named as a defendant in the Sugden and Garber Actions. The Monitor indicated that this was disclosed in paragraph 64 of the Monitor's Report.
8. An attendee indicated that she perceived that legal counsel for other depositors were railroading the process. She asked that they have respect for those Eligible Affected Creditors who had attended the District Meeting to obtain information regarding the District Plan. The Monitor indicated that they would take one or two more questions and then continue with their remarks on the District Plan.
9. An attendee asked about the Master Site Development Plan (the "MSDP") that had been referenced in the FAQ – Subdivision and Development. The attendee expressed various concerns regarding the MSDP and indicated that they were of the view that there were obstacles to subdividing and developing the Prince of Peace Properties that could not be overcome. The attendee asked if the Monitor would agree that, even if funding was available for further development, a permit could not be approved until numerous obstacles were overcome. The Monitor indicated that the mandate of NewCo was to be determined by the NewCo Shareholders at a meeting of the NewCo Shareholders to be held within 6 months of the District Plan becoming effective (the "NewCo Shareholder Meeting"). As such, a vote on the District Plan was not a vote in favour of the further development of the Prince of Peace Properties or any other possible mandate for NewCo. That mandate would be determined at the NewCo Shareholder Meeting, following the NewCo Shareholders having received professional management advice. Liam Brunner, Partner in Deloitte's real estate advisory group, indicated that any party who sought to further develop the Prince of Peace Properties would need to obtain appropriate approvals depending on what type of development was being contemplated. The work that was needed was not unusual for this type of development. Mr. Brunner further pointed out that that the appraisals that had been prepared for the lands within the Prince of Peace Properties were done on the basis that that lands were low density development lands and did not contemplate the densities and form of build-out contained in the MSDP. These appraisals also took into account all corresponding work and costs that would be required by a developer, who was contemplating the purchase of those lands.

OVERVIEW OF THE DISTRICT PLAN

The Chair proceeded to summarize the District Plan reviewing the material included in the District Report and the other documents prepared by the Monitor, highlighting how the Eligible Affected Creditors would be treated should the District Plan be approved and explaining that should the

Eligible Affected Creditors approve the District Plan, it would still need to be sanctioned by the Court. The Monitor reviewed the District Plan taking questions periodically, as follows:

1. Creditor composition and anticipated distributions;
2. NewCo Shares;

QUESTION PERIOD

The following discussion ensued:

1. An attendee indicated that she had land development expertise and had grave concerns related to the ability of NewCo to subdivide and develop the Prince of Peace Properties. She expressed various concerns indicated that the MSDP had contemplated a nine phase development. In asking questions of the Municipal District of Rocky View County, she had understood that the tie-in of the Conrich water line (the "Conrich Tie-In") would be an impediment to the further development of the Prince of Peace Properties. She further understood that no further development could be done until the subdivision of the Prince of Peace Properties was complete, which could not be done unless the Conrich Tie-In was completed, additional roads were built and other work was completed. An architect was hired by the District to prepare the MSDP and the attendee asked why the MSDP was not reported on by the Monitor until April 29, 2016. The Monitor indicated that the the FAQ – Subdivision and Development had been prepared based on questions that were being received by Eligible Affected Creditors. The information provided did not change the analysis that had been previously provided by the Monitor. The Monitor reminded Eligible Affected Creditors that a vote in favour of the District Plan did not constitute a vote in favour of any particular mandate for NewCo and that further development was only one of the possible mandates available for NewCo.
2. An attendee further inquired as to when Deloitte had become aware of the MSDP. The Monitor indicated that Deloitte was aware of the MSDP but could not report the exact date that they became aware of that information. The attendee inquired as to when Deloitte's real estate advisory group became aware of the MSDP. Mr. Brunner indicated that he became aware of the MSDP in 2014 but could not give an exact date. The attendee inquired as to when the CRO became aware of the MSDP. The CRO indicated that he became aware of the MSDP shortly after being appointed as CRO in 2015. The CRO further indicated that the further development of the Prince of Peace Properties would be one of the options considered by NewCo. The attendee inquired as to when the creditors' committee for the District became aware of the MSDP. Sandra Jory from the creditors' committee indicated that she became aware of the specifics of the MSDP from the FAQ – Subdivision and Development but stated that further development of the Prince of Peace Properties would be just one of the options to be considered by NewCo.

She further commented that the District owned the Prince of Peace Properties and they would need to be dealt with regardless of whether or not the District Plan was ultimately approved.

3. An attendee indicated that he had reviewed an appraisal on the lands within the Prince of Peace Properties from 2014 and wondered how valid it was. The Monitor indicated that, as previously reported, the appraisals being relied upon were those prepared as at November 30, 2015 by CWPC Seniors' Housing Group and as at October 15, 2015 by Colliers International (the "Appraisals").
4. An attendee inquired as to whether the Appraisals would be released. The Monitor indicated that the Appraisals would not be released as, in the event that a mandate was chosen for NewCo that involved the liquidation of the Prince of Peace Properties, the release of the Appraisals could compromise any subsequent sale process. Some indication of the value of the Prince of Peace Properties could be ascertained through the value attributed to the NewCo Shares.
5. An attendee inquired as to when the Appraisals would be released. The Monitor indicated that the Appraisals would not be released.
6. An attendee inquired as to whether the fees associated with the completion of the Conrich Tie-In were one time fees. Mr. Brunner indicated that this was correct.
7. An attendee indicated that some congregations received the May 3 Package after already having determined how they would vote. Following receipt of the May 3 Package, these congregations did not have time to hold a further meeting to determine if congregation members may wish to change their votes as a result of the May 3 Package. The Monitor reiterated that the May 3 Package had been provided to respond to various inquiries received by the Monitor. The May 3 Package did not change the Monitor's views of the District Plan but simply attempted to clarify various aspects of the District Plan.
8. An attendee raised a concern regarding whether sufficient information had been provided to Eligible Affected Creditors as part of the Information Package to allow Eligible Affected Creditors to consider their decision on the District Plan. The attendee pointed out that a large portion of the Eligible Affected Creditors were elderly and did not use the Internet. The Monitor indicated that they were very aware that many Eligible Affected Creditors did not access the Internet. The Monitor commented that in a typical CCAA proceeding, notification would be done online. In these proceedings, mail-outs had been done to address the needs of the Eligible Affected Creditors. The Monitor further commented that, in their view, the information in the Information Package was sufficient for Eligible Affected Creditors to consider the District Plan and was well in excess of what would be provided in a typical CCAA proceeding.

9. An attendee indicated that, in their view, the time difference between the District Meeting and the receipt of information was not sufficient. They further commented that they did not believe that the NewCo Shares aligned with the original desire of Eligible Affected Creditors to invest in church activities. The attendee expressed that that they were disappointed that they were not given an option to liquidate pursuant to the District Plan and that they did not feel that the District Plan, as a whole, was reflective of the wishes of Eligible Affected Creditors.
10. The Monitor noted that there were different versions of the District Plan that had been contemplated and that the current version had been developed following extensive consultation with the CRO, the Monitor, the District's creditors' committee and legal counsel for the District's creditors' committee. The Monitor was aware that there were extremely divergent viewpoints among the Eligible Affected Creditors. The Monitor indicated that they were supportive of the District Plan on the basis that they believed it may provide a greater recovery to Eligible Affected Creditors than would be available in a forced sale liquidation scenario and that it allowed those Eligible Affected Creditors with significant economic interests to determine NewCo's mandate related to the Prince of Peace Properties.
11. An attendee commented that there were many unknowns associated with NewCo. They asked how the District Plan would impact those who were on a fixed income and may require funds to satisfy their basic needs in the short-term. The Monitor commented that each Eligible Affected Creditor needed to take their personal situation into account in determining how they wished to vote on the District Plan.
12. An attendee commented that they had put money into the District for the purpose of funding church activities. In the last few years, the District had not been doing that. They had been investing in "for profit" activities.

The Creditors' Meeting was adjourned for a twenty minute break following which the question and answer period resumed.

13. An attendee inquired as to why all of the risks associated with NewCo had not been discussed specifically as part of the Monitor's presentation. The Monitor indicated that the Monitor's presentation was meant to give an overview of the District Plan only. There were risks associated with all investments including NewCo. These risks were discussed in detail on page 18 of the Monitor's Report (paragraphs 42 and 43). The attendee asked if the Monitor could read through those paragraphs and the Monitor proceeded to do so.
14. An attendee inquired as to the timing of the release of certain electronic funds transfers, the return of which had previously been approved by the Court. The Monitor indicated

that an Order had originally been granted approving the return of EFTs taken after March 1, 2014 on the basis that no other deposits had been collected by the District after that date. It was subsequently determined that the date should have been April 7, 2014 instead of March 1, 2014. As such, the District would be seeking an amendment to the Order to correct the date, which application would likely take place in early June 2016.

The Monitor further reviewed the District Plan as follows:

1. Representative Action and Releases; and
2. Summary.

In particular, the Monitor reported that minor amendments had been made to the District Plan with the latest version being filed on May 12, 2016. These amendments included the following:

1. An amendment to Article 8.2 to clarify that that the Released Representatives are not released from any actions or omissions, which are not related to the CCAA proceedings or their commencement;
2. An amendment to Article 8.4(e) to reflect a wording clarification requested by the D&O insurer. This change does not change the meaning of this paragraph; and
3. A wording change to the NewCo Articles to reflect the fact that all share transfers are subject to board of director approvals. This was included in the NewCo Articles previously but needed to be duplicated under "Restrictions on Share Transfers" for administrative purposes.

QUESTION PERIOD

The following discussion ensued:

1. An attendee commented that he felt that the Monitor had failed to adequately discuss the most serious risk of the District Plan, which was that Eligible Affected Creditors would be trading debt for equity. He was of the view that, if there was further development of the Prince of Peace Properties, Eligible Affected Creditors could be responsible for these costs. In addition, he commented that the information provided by the CRO suggested that EMSS has been profitable, which he did not believe to be true. He indicated that, by accepting shares, Eligible Affected Creditors would be taking on the District's problems in the form of the Prince of Peace Properties. The Monitor commented again that by voting in favour of the District Plan, Eligible Affected Creditors were not voting on any particular mandate for NewCo, which would be decided as part of the meeting of NewCo Shareholders to be held within six months of the District Plan becoming effective. Further the Prince of Peace Properties were being transferred to NewCo free and clear (i.e.

- without any corresponding debt). As such, it was not correct to say that the shareholders of NewCo would face the same situation as was currently faced by the Applicants.
2. An attendee expressed that he did not feel that his congregation had had enough time to consider the May 3 Package and determine whether it may change their voting decision. The Monitor reiterated that there was no information in the May 3 Package that was contrary to the information that had previously been provided by the Monitor.
 3. An attendee inquired as to whether any specific financial information regarding EMSS had been provided to Eligible Affected Creditors. The Monitor indicated that historical financial information for EMSS had been included in the Summary Presentation on NewCo prepared by the CRO, which was attached as “Schedule 4” to the Monitor’s Report. The Monitor had prepared the Commentary with respect to this information.
 4. An attendee inquired as to whether becoming a shareholder of NewCo would jeopardize the charitable status of congregations. The Monitor indicated that an email had previously been sent to congregations to address this inquiry, although, congregations always had the option of seeking their own tax advice. Owning NewCo Shares should not, in itself, jeopardize a congregation’s charitable status since it was the equivalent of owning an investment as opposed to operating a business. Terry Goerz commented that, in his experience, congregations often received shares in companies and that this did not affect their charitable status unless they started doing business. Brian Kearl, tax counsel at Gowlings, confirmed that if all a congregation was doing was replacing debt with shares and they were not taking on extensive activities, it was not anticipated that this should change their charitable status.
 5. An attendee commented that the District Plan was simply a plan to put another plan together. They indicated that they were unsure of the financial information provided by EMSS and were concerned that NewCo would increase rents for residents of the Harbour and Manor senior’s care facilities in order to meet any future projections. The Monitor commented that the District Plan had been structured to cause as few disruptions as possible for residents of the Harbour and Manor seniors’ care facilities. Cam Sherban, the District’s CRO, commented that the Manor and Harbour senior’s care facilities had positive cash flows but that they had historically not made enough money to service their debts.
 6. An attendee commented that he had been contacted by a tenant, who indicated that her rent at one of the seniors’ care facilities was increasing and she could not afford the increase. If that was the way that tenants were being treated, it called the entire District Plan into question. Cam Sherban commented that the properties were being operated by a professional management company known as the Verve (formerly Diversicare) who operates a variety of senior’s care facilities throughout Canada and that there was

currently no intention to increase rents for residents of the Harbour and Manor seniors' care facilities.

7. An attendee inquired as to, if a congregation held shares, which in turn allowed them to vote for the directors of NewCo, would that cause them to lose their Canada Revenue Agency ("CRA") status as a charity. The Monitor replied that it would not. Maxine Mongeon, corporate counsel at Gowlings, commented that the board of directors had a fiduciary duty to NewCo's Shareholders as a whole and would not be acting on the board as representatives or agents of specific shareholders or groups. The attendee commented that they would like to see a ruling from CRA in this regard.
8. An attendee indicated that his mother was an Eligible Affected Creditor, who had no interest in owning shares in NewCo and asked how she could dispose of her shares in the future. The Monitor indicated that NewCo was exempt from the requirement to file a prospectus in relation to the share issuance being done pursuant to the District Plan. Future trades may be restricted to the extent that those purchasing shares would have to be subject to a prospectus exemption and fill out documentation to that effect. Maxine Mongeon subsequently confirmed this.
9. An attendee inquired as to whether that meant that Eligible Affected Creditors could find an investor to purchase their shares subject to NewCo Board approval. Maxine Mongeon indicated that that was correct, subject to compliance with applicable securities legislation.

COMMENTS FROM THE DISTRICT'S CREDITORS' COMMITTEE

The Monitor introduced Sandra Jory from the District's creditors' committee, who discussed, how she had come to be appointed to the District's creditors' committee and her views of the District Plan. She discussed her experience on the District's creditors' committee and indicated that the District's creditors' committee had done their best to assist in obtaining the greatest recovery for the Eligible Affected Creditors. The Monitor subsequently introduced Terry Goerz from the District's creditors' committee who provided similar comments.

Following these comments, the Monitor reiterated that it was the right of each District Depositor to make their own determination with respect to opting in or opting out of the Representative Action.

QUESTION PERIOD

The following discussion ensued:

1. An attendee indicated that, although some teachings may instruct against Christians suing their fellow Christians, the CCAA proceedings were essentially an action against

Eligible Affected Creditors to prevent them from pursuing their legal rights. In addition, he indicated that he believed that the District's creditors' committee has been misled. He inquired of Alexis Teasdale from Bennett Jones LLP, legal counsel for the District's creditors' committee, as to when she became aware of the MSDP. Alexis Teasdale indicated that she had only been aware of the details of the MSDP for the past week or so as she had not been involved before that time, but that she was not purporting to speak for Chris Simard, also of Bennett Jones LLP, who had had charge of the file, as to when he may have become aware of the MSDP. She further indicated that the District's creditors' committee had been appointed by the Court and that the duty of Bennett Jones LLP was to the District's creditors' committee and specifically included assisting them in fully understanding the District Plan. The Monitor reiterated that Chris Simard had been the legal counsel from Bennett Jones LLP, who had been involved throughout the CCAA proceedings. They further indicated that, in no way were CCAA proceedings legal action against the Eligible Affected Creditors.

2. Ms. Poyner asked the following series of questions of the Monitor:
 - a. Ms. Poyner asked the Monitor to confirm that the Representative Action Holdback was structured such that only the universal amount of the Representative Action Holdback would be known prior to the deadline for District Depositors to opt-out. This meant that, if a significant number of District Depositors were to opt-out of the Representative Action between being advised of the estimated amount of the Representative Action Holdback and the deadline for opting-out of the Representative Action, Eligible Affected Creditors may face a larger financial burden than they had originally anticipated. The Monitor indicated that this was correct. They would provide Eligible Affected Creditors with an estimated range for the Representative Action Holdback prior to the deadline for opting-out. The exact amount of the Representative Action Holdback would not be known, however, until after the deadline for opting-out of the Representative Action.
 - b. Ms. Poyner indicated that, if District Depositors were unable to accept the possibility of an increase in the Representative Action Holdback, they may be forced to opt-out of the Representative Action and therefore to give up any legal recourse. The Monitor pointed out the following:
 - i. It was up to the Subcommittee to select the Representative Counsel and it was likely that they would give preference to legal counsel who was willing to act on a contingency basis;
 - ii. All litigation was expensive. It was simply a matter of the fee arrangement that was entered into with legal counsel. As such, District

Depositors who were very fee sensitive may be less likely to undertake litigation;

- iii. The Monitor confirmed that only an estimated range for the Representative Action Holdback would be available prior to the deadline for opting out of the Representative Action;
 - c. Ms. Poyner asked what would happen once the Representative Action Holdback ran out and inquired as to whether this would mean a further cash call for Eligible Affected Creditors. The Monitor indicated that this was a possibility but that it was important for Eligible Affected Creditors to understand that all litigation had an associated cost and how that cost was paid would be dependent on the fee arrangement that was negotiated between the Subcommittee and Representative Counsel.
 - d. Ms. Poyner asked for clarification that the total cost of the Representative Action would not be known prior to the deadline for opting-out of the Representative Action. The Monitor indicated that no estimate of the total fees to be charged in the Representative Action could be provided at that time since costs in litigation were dependent on a number of factors many of which were currently unknown.
 - e. Ms. Poyner indicated that no fees were being charged by either herself or Mr. Garber in the Sugden and Garber Actions. The Monitor indicated that, as previously communicated, should they desire to do so, both Ms. Poyner and Mr. Garber could put their name forward to be considered by the Subcommittee as Representative Counsel.
 - f. Ms. Poyner asked Mr. Taman, legal counsel for the District, to clarify a comment that he had made at the creditors' meeting for DIL, where he said his firm did not perform any work for the District. Mr. Taman indicated that when he responded to her question at the DIL Meeting, he had been speaking about two specific transactions that were handled by other legal counsel. His firm's involvement had been as disclosed in the most recent Monitor's Report.
 - g. Ms. Poyner asked Mr. Taman if, when the District Plan was being drafted, he was aware that he was a potential defendant to Representative Action. Mr. Taman indicated that he did not consider this as the Representative Action Provisions were drafted in such a way that his firm was not released with respect to any potential claims in the Representative Action.
3. An attendee asked if the Monitor had reviewed the insurance coverage for the parties named in the Sugden and Garber Actions. The Monitor indicated that they had reviewed the insurance coverage for the Applicants only and not for the parties named in the Sugden and Garber Actions.

4. An attendee read a letter that the District had issued in November 2014 in which they seemed to suggest that they had excess funds. She inquired of the Monitor as to why the District would send this letter and then state that they were insolvent two months later. The Monitor indicated that they could not comment on the District's communications prior to the CCAA proceedings.
5. The same attendee indicated that she felt lied to by the District and that she would have withdrawn her money had she been aware of the situation. She asked again why the Monitor could not comment. The Monitor indicated that they could not comment on the intentions behind third party correspondence, particularly where it was issued in advance of the CCAA proceedings.
6. An attendee indicated that they were aware that several Eligible Affected Creditors wished to assign their shares and asked if there was a procedure in place to do so. The Monitor indicated that there was a form on their website that would allow Eligible Affected Creditors to assign their shares. In addition, another form would be posted early in the following week to allow those Eligible Affected Creditors who wished to do so, the ability to have their shares issued in joint names should that be their preference.
7. The same attendee asked if there was a rush to decide whether NewCo Shares would be assigned. The Monitor indicated that the current deadline for Eligible Affected Creditors to indicate that they wished to assign their shares was May 31, 2016, however, that may be extended.
8. An attendee asked if any of the intended management or directors of NewCo were in attendance. The Monitor indicated that no one was in attendance with the exception of Sandra Jory, who had already identified herself.
9. An attendee referenced a report by a group formed by the District to review the non-financial causes of the District's insolvency (the "Review Task Force"). The attendee inquired as to whether the report of the Review Task Force was provided to the District's creditors' committee. The Monitor indicated that the District's creditors' committee was aware of this report.
10. The same attendee inquired as to why the report of the Review Task Force had not been provided to the Eligible Affected Creditors at large as part of the Information Package. The Monitor indicated that they understood that the report of the Review Task Force had been available online for quite some time but that it was not part of the CCAA proceedings, did not have implications for the District Plan (although the content may be reviewed by the Subcommittee and Representative Counsel in relation to the Representative Action) and would not be information that was circulated by the Monitor.
11. An attendee asked if the District Plan had been tested against CRA's restructuring rules. The Monitor indicated that the tax consequences for Eligible Affected Creditors were

- discussed in Schedules 5 and 6 of the Monitor's Report. Brian Kearl reiterated that there were no "CRA restructuring rules" but there were various tax rules that were applicable to this restructuring and that was what were addressed in the referenced schedules to the Monitor's Report.
12. The same attendee asked if the District Plan had been reviewed by CRA. The Monitor indicated that this is not something that would occur as part of the CCAA proceedings.
 13. An attendee asked of the approximately \$82.0 million owed by ECHS to the District, what portion was principal and what portion was interest. The Monitor indicated that they could not recall the exact breakdown but the original principal balance was \$45.0 million.
 14. An attendee asked if there was an existing lease with respect to the Prince of Peace School. The Monitor indicated that there was and that ultimately NewCo would become the lessor under that lease. This lease was currently up for renewal.
 15. An attendee asked if, since people may have religious considerations related to how they would vote on the District Plan, it would be possible to take a break prior to the vote. The Monitor indicated that that would be fine.
 16. An attendee asked the Monitor to confirm whether the District was insolvent in advance of the CCAA proceedings. The Monitor indicated that they consulted with the District on an advisory basis ahead of the CCAA proceedings with respect to their financial difficulties and options.
 17. An attendee asked Mr. Taman if the District's Plan was created by Mr. Taman. Mr. Taman indicated that the District Plan had been formulated by the District, subject to input from the parties previously referenced by the Monitor.
 18. An attendee asked if the Monitor was aware that Mr. Taman was involved with the Applicant's prior to the CCAA proceedings and viewed this as a conflict of interest. The Monitor indicated that they were aware that Mr. Taman's firm had previously been involved with the Applicants. Prior to the commencement of the CCAA proceedings, he acted as legal counsel for ECHS and EMSS and his additional involvement was outlined in the most recent Monitor's Report.
 19. An attendee inquired as to when the first payments would be made pursuant to the District Plan if the District Plan was approved. The Monitor indicated that it was likely that the application for Court sanction of the District Plan would take place within 30 days of the creditors' approving the District Plan and, should the District Plan be sanctioned by the Court, it is likely that distribution would flow approximately 21 days thereafter.
 20. An attendee encouraged other Eligible Affected Creditors to review the report of the Review Task Force. They also inquired about funds that were rolled over upon their investments being renewed prior to the CCAA proceedings. The Monitor indicated that

all amounts owing to Eligible Affected Creditors were included as part of their proven claims in the CCAA proceedings.

21. An attendee indicated that they were concerned with the inclusion of the Representative Action in the District Plan. Their concern was that it was set-up by the District to protect the District and precluded Eligible Affected Creditors from advancing their own legal actions. They were also concerned with the way that the Representative Action Holdback was structured, which provided some level of uncertainty as to how much Eligible Affected Creditors would be paying pursuant to the Representative Action. They indicated that they would like to hear the thoughts of Mr. Lemke from the District's creditors' committee on this point. Mr. Lemke indicated that he would like to consult with his legal counsel before making a statement.
22. Ms. Poyner indicated that both she and Mr. Garber were acting on a contingency basis.
23. An attendee expressed concern that there were many unknowns with respect to the strategy to be used in advancing the Representative Action. The Monitor indicated that this was currently unknown since the strategy would be decided by the Subcommittee in consultation with Representative Counsel, however, the Subcommittee would be made up of Eligible Affected Creditors who were also participants in the Representative Action therefore their interests would be aligned with other participants in the Representative Action.
24. An attendee asked to make a motion that the District Meeting be adjourned so that congregations could have more time to consult prior to voting on the District Plan (the "Adjournment Motion"), indicating that some congregations had voted prior to receiving the May 3 Package and may have benefited from hearing the discussion at the District Meeting.

The Monitor adjourned the meeting for ten minutes to consult with counsel.

25. The Monitor reconvened the meeting and indicated that the Adjournment Motion could be heard.
26. The Adjournment Motion was made and seconded. The Monitor asked if there was any discussion regarding the Adjournment Motion. The following discussion ensued:
 - a. An attendee indicated that congregations had had the opportunity to plan their meetings knowing there may be additional documents released by the Monitor. They further indicated that a delay would cause additional professional fees to be incurred. In addition, many attendees had already left the District Meeting, which did not appear to be fair.
 - b. An attendee indicated that their congregation had not previously been aware of the report of the Review Task Force. The Monitor indicated that this information

would not have been circulated as part of the information related to the District Plan, in any event.

- c. An attendee asked if a new meeting would be held if the motion passed. The Monitor indicated that the District Meeting would be reconvened on another date if the motion passed but that it would be for the purposes of holding the vote only since significant discussion had already taken place. The Monitor would consult with congregations on the required timing for such an adjournment.
- d. An attendee inquired as to who knew about the MSDP. The Monitor indicated that it was not appropriate to poll the audience on this point.

The vote on the Adjournment Motion took place.

The District Meeting was adjourned such that the Monitor could tabulate the votes regarding the motion to adjourn the District Meeting.

The Monitor reconvened the meeting and the Monitor reported the following voting results:

FOR THE MOTION: 22/ \$3,829,442 (62% of voting claims)

AGAINST THE MOTION: 23/ \$2,340,361 (38% of voting claims)

As the motion required a majority in dollar value to be approved, the motion was passed.

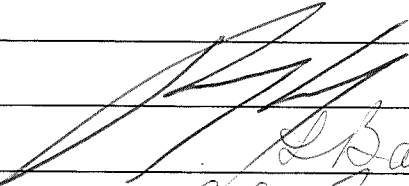
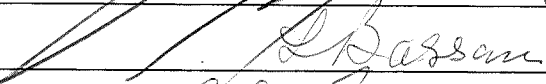
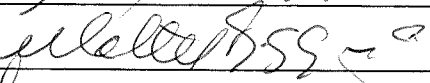

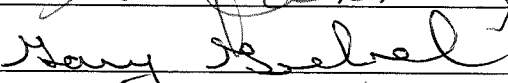

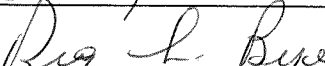
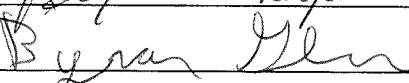

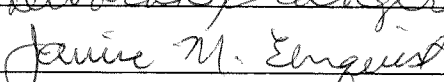

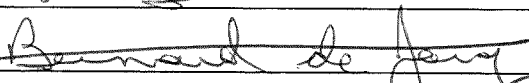
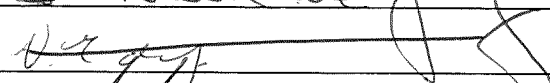

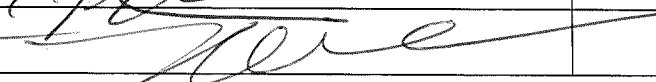
ADJOURNMENT

The District Meeting was adjourned *sine die* at approximately 4:30 p.m. The Monitor indicated that Phil Lemke would speak to those who remained following the adjournment.

**DELOITTE RESTRUCTURING INC.,
IN ITS CAPACITY AS MONITOR OF
LUTHERAN CHURCH – CANADA, 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.,
AND NOT IN ITS PERSONAL CAPACITY**

Vanessa A. Allen

In the Matter of the Plan of Compromise or Arrangement of
 Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
 Deloitte Restructuring Inc., Monitor

Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
RANDALL FRY		
LAURA BASSANI		
WALTER BASSANI		
GARY ANNING		
GARY GOEBEL		
HOLLY DRINKLE		James Drinkle
REG RYE		
Byron Glass		B Shandel Glass (guardian)
		Concordia Lutheran Ch., Edm. Concordia Luther. Ch. Edm. L.W.M.L.
		MARTS, Kenneth (proxy)
Deborah Granger		Wilfred Granger
Janice Elmqvist		Public Trustee
Dusanne Boivin		
Bernard de Jong		
Vera de Jong		
Iem Lubmann		
Nancy Gavelin		

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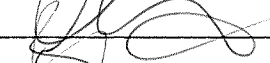


In the Matter of the Plan of Compromise or Arrangement of
 Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
 Deloitte Restructuring Inc., Monitor

May 14, 2016

10:00 AM

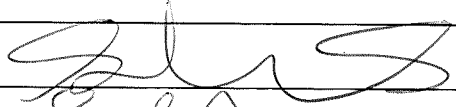
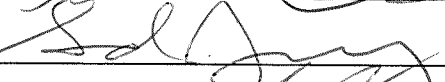

Calgary Telus Convention Centre

120 9th ave SE Calgary, Alberta

Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
Ty Lund	Ty Lund	
Randy Keller	Randy Keller	
Alexis Teasdale (Bennett Jones LLP)		N/A - Counsel for District Creditors Committee
KIOS - Greg	Greg	
Beverly Hennig	Beverly	
Bernice Hennig	Bernice Hennig	
BRIAN KETLER		FOOTHILL LUTHERAN Church
JACQUELINE HENSLEY	Jacqueline Hensley	Doreen Hensley
Marilyn Huber	Marilyn Huber	
KEITH REUSE	Keith Reuse	JUDY REUSE
Greg Peterson		counsel Deloitte Cowling
Brian Coull		Counsel Deloitte
Corinne Nowoczin	C. Nowoczin	
Adam Macross		Lutheran Church Canada
Michelle Neal	Michelle Neal	

Guest List


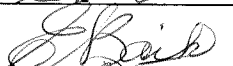
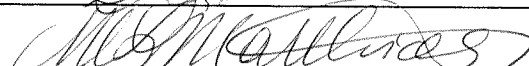
In the Matter of the Plan of Compromise or Arrangement of
Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
Deloitte Restructuring Inc., Monitor

Name (Print)	Name (Sign)	Name of depositor for <small>whom you are a guest with</small> whom you act as a proxy
MARUSAK Shirk		Margret Hausden
Sandra Jory		Creditors Committee
Raymond Borwin		











In the Matter of the Plan of Compromise or Arrangement of
Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
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Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
<i>Plateau Geotechnical</i>	<i>Ray Bower</i>	

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Deloitte Restructuring Inc., Monitor

Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
SIGI HERMANN		
Elsie Baik		
MARY-LOU MATTHIAS		












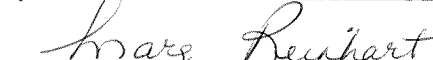

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 Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
 Deloitte Restructuring Inc., Monitor

Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
Ksenia Court		Counsel for District
Francis Taman		Counsel for District
Diana Wolfe		Kluane
CAM SHERBAN		"
Shona Murray		Kluane.
Dwayne Cleave	Dwayne Cleave.	
WILLIAM W. WOOD	William W. Wood	MAGDALENE CARR.
Liam Brunnel		Deloitte.
David Clapperton	DClapperton	myself
Inge Clapperton	I. Clapperton	
LORRAINE GIBSE		
WILLIAM BEAUCH	W Beauch	Gracehuteran, Calgary
CLIFF ELLE	Cliff Elle	
DOUGLAS BELL		RUTH GUEBANT
CERYL PREGIZER		
WALT EVANS		
Laurie-Lynn Brookwell	L Brookwell.	

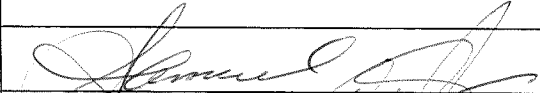






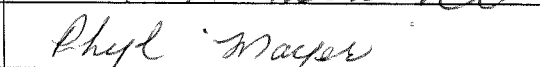
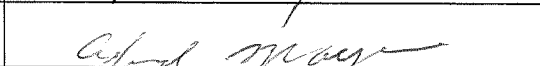
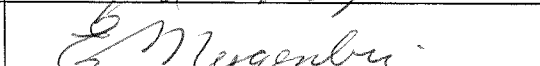


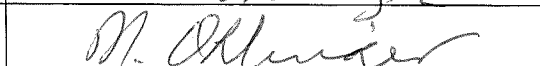
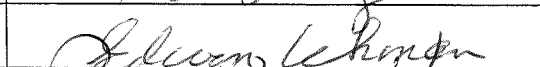



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Deloitte Restructuring Inc., Monitor

Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
DAVE BROOKWELL	<i>Dave Brookwell</i>	
Fran de Beer	<i>Fran de Beer</i>	
Kevin Hebb	<i>Kevin Hebb</i>	
PAMELA FRASER	<i>Pamela Fraser</i>	
Larry Fraser	<i>Larry Fraser</i>	
SCHOENHAAR, GARY	<i>Gary Schoenhaar</i>	SEC
Christie Poterson	<i>Christie Poterson</i>	SEC
Marta Gill	<i>Marta Gill</i>	Marta Gill
Abelia Altwasser	<i>Abelia Altwasser</i>	
HARRY ALTWASSER	<i>Harry Altwasser</i>	
MONICA FERRO	<i>Monica Ferro</i>	DON BERTSCHI
NICK CARBONNELL	<i>Nick Carbonnell</i>	SEC
ROLAND FEIDICK	<i>Roland Feidick</i>	DAN E. DICK
CHARLES BOUOIN	<i>Charles Bouoin</i>	
Letha M. Bertschi (Executor)	<i>Letha M. Bertschi</i>	Ernest Bertschi (Deceased)
PHIL BROSE	<i>Phil Brose</i>	LEONA BROSE


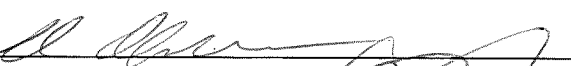
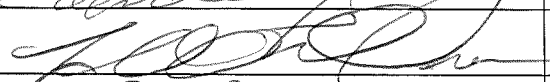

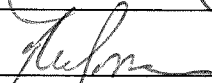

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 Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
 Deloitte Restructuring Inc., Monitor

Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
Terry Goertz		Redeemer L.C.
DOREEN UNTERSCHULTZ		DONALD UNTERSCHULTZ
Alan Welke		Trinity Lutheran Church, P.C.
Sharon Sherman		Ruby Sherman
HARLEY SANDERS		MERVIN SANDERS
BRIAN SWAN		
SATHER, Ruth & BRIAN		GERTRUDE HOEHN
		
ARLEEN READ		
ED. READ		
Peter Graumann		St. Matthew Lutheran Calgary
Marg Reinhart		
Cliff Reinhart		

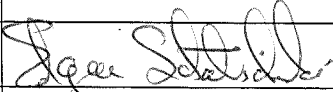


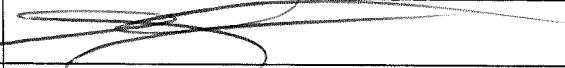
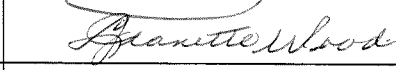

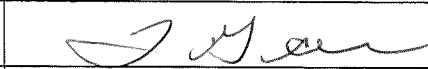








In the Matter of the Plan of Compromise or Arrangement of
 Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
 Deloitte Restructuring Inc., Monitor

Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
J. SAMUEL.		ALVIRA KROEGER
D.W.J. SPECHT		ERNST KROEGER
I ✓		DORREN JOHNSON
EARL Poyner		JANET KELLY
Sylvia Klarenbach		
ED KLARENBACH		
EMILIE KAMINSKI		
Philippa MAYER.		
ALFRED MAYER		
Evelyn Megenbir		
A. Garber		Marilyn Huber
Eldon Oklinger		
MARIAN OKLINGER		
Edwin Lehman		ESTATE OF MARJORIE LEHMAN
KETIA HARRIS		
PHILIP W LEMKE		VICTOR FISHER
Cheryl Lemke		

In the Matter of the Plan of Compromise or Arrangement of
Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
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Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
ARNOLD LOOK		
M. OHLHAUSER		
Warren OHLHAUSER		
CHRISTA NICHOLSON		Client: Bishop McKenzie UCF + F. Thomas
Reeth Ulmer		WILLIAM STOLERY
DALZULPER		" "

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Name (Print)	Name (Sign)	Name of depositor for whom you act as a proxy
SCHATSCHWEIDER EDGAR		
SCHATSCHWEIDER JEANWETTE		
ERRIN POYNER		CARL WIEMKEN
ERRIN POYNER		DENNIS WIEMKEN
LILLIAN J. WOOD		
Keith Odgaard		Eric Reutter
Terry Goerz		Susan Wildem
Brian Gaudum		Loretta Wiens
Mary Ann Wiens		to
Kurt Weisbrodt		Ed Weisbrodt
Donna Wright (nee Heiden)		
Robert Wiens		
MURRAY SCHMIDT		
Denise Young		
Kevin Webster		Estate of Rebekah Webster

In the Matter of the Plan of Compromise or Arrangement of
Lutheran Church Canada, The Alberta – British Columbia District Investments Ltd.
Deloitte Restructuring Inc., Monitor

May 14, 2016

10:00 AM

Calgary Telus Convention Centre

120 9th ave SE Calgary, Alberta

Depositor Name	Proxyholder name	Proxy form submitted	ID Check
Joan Boles	Ivan G. Boles	Yes	
Bart Boles	Ivan Boles	Yes	
Leona Brose	Phil Brose	Yes	✓
Magdalene Carr	William Wood	Yes	✓
Brian Chandler foothills Lutheran Church	Brian Kehler	Yes	✓
Ruth Guebert	Douglas Bell	Yes	
Doreen Johnson	Donald W.J Specht	Yes	✓
Janet Kelly	Errin Poyner	Yes	✓
Vernon Kembel	Donald Specht	Yes	✓
Alvira Kroeger	Donald Specht <i>Joanne Samuel</i>	Yes	✓
The Estate of Ernst Kroeger	Joanne Samuel	Yes	✓
Lutheran Church - Canada	Adam Maerov	Yes	✓
Mikayla Medwedrich	Teresa Vaccan	Yes	
Eric Reuter	Keith Odegard	Yes	✓
Ruby Sherman	Sharon Sherman	Yes	✓
Trinity Lutheran Church, Pincher Creek	Allan J. Welke	Yes	✓
Carl Wiemken	Errin Poyner	Yes	✓
Dennis Wiemken	Errin Poyner	Yes	✓
Loretta Wiens	Brian Gourdinne	Yes	✓

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Depositor Name	Proxyholder name	Proxy form submitted	ID Check
Susan Wilden	Terry Goerz	✓	✓
Redeemer Lutheran Church High Prairie	Terry Goerz	✓	✓
ED Weisbrat	Kurt Weisbrat	✓	✓
Eleanora Huber	Allan Garbar	✓	✓
Jacqueline Hunsley	Doug Hunsley	✓	✓
Victor Fisher	Philip Lemke	✓	✓
Judy Kruse	Keith Kruse	✓	✓
James Drinkle	Holly Drinkle	✓	✓
Donald Bertschi	Monica Ferch	✓	✓
Kenneth Marks	Byron Erlass	✓	✓
Lillian Stollery	Kuth Ulmer	✓	✓
Dan Eidrick	Roland Daniel Eidrick	✓	✓
Wilt Granger	Deborah Granger	✓	✓
Grace Lutheran Church, Calgary	William Beamer	elec. letter	✓