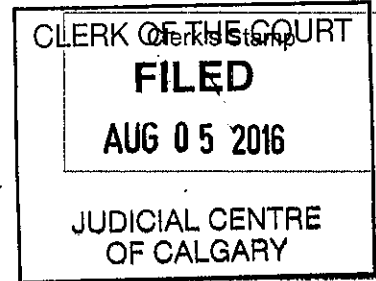


COURT FILE NUMBER 1501-00955
COURT COURT OF QUEEN'S BENCH
OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE CALGARY



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 - 8th 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

DATE ON WHICH ORDER WAS PRONOUNCED:

Tuesday, August 2
~~FRIDAY, JULY 15, 2016~~

LOCATION WHERE ORDER WAS PRONOUNCED:

CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER:

JUSTICE B.E.C. ROMAINE

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 12, 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. Yamauchj 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").

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;
- (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 transfer 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 transfer of the Prince of Peace Development, including, without limitations, the Lands has closed substantially in accordance with the terms of the District Plan then:

- (a) the Prince of Peace Development, including, without limitations, the Lands shall be owned by the NewCo, 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 District Plan;
- (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 NewCo or its nominee; and
- (c) 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 Prince of Peace Development, including, without limitations, the Lands.

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 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 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.

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 Prince of Peace Development, including, without limitations, the Prince of Peace Development, including, without limitations, the Lands to the Newco.

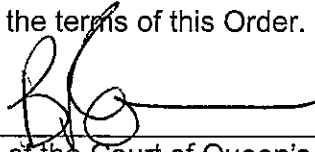
10. Notwithstanding:

- (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.

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.



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	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'</i> <i>CREDITORS 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	MONITOR'S CERTIFICATE (Prince of Peace Development)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock Lawyers 1250, 440 – 2 nd Avenue SW Calgary, Alberta T2P 5E9 Attention: Jeffrey Oliver Phone: 403-351-2920 Fax: 403-648-1151	

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 July __, 2016 (the "Approval and Vesting Order (Prince of Peace Development)"), the Court approved the transfer of the Prince of Pece Development as defined in the District Plan and provided for the vesting in the NewCo all of the District's right, title and interest in and to the Prince of Peace Development, as that term is defined in the District Plan, which vesting is to be effective with respect to the Prince of Peace Development upon the delivery by the Monitor to the NewCo of this certificate.

THE MONITOR CERTIFIES THE FOLLOWING:

1. The transfer of the Prince of Peace Development has been completed substantially in accordance with the District Plan and to the satisfaction of the Monitor; and
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.

Jeff Keeble CA, CIRP, CBV
Senior Vice-President