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May 24, 2016

**Notice to the creditors of Lutheran Church – Canada, the Alberta – British Columbia District
(the “District”)**

Re: Requesting that NewCo Shares be assigned or be issued in joint names

As you are aware, the District obtained an Initial Order under the Companies’ Creditors Arrangement Act, R.S.C. 1985 c. C-36, as amended (the “CCAA”) on January 23, 2015. Deloitte Restructuring Inc. acts as the Monitor (the “Monitor”) in the CCAA proceedings. Those creditors of the District with proven claims or disputed claims that have not yet been settled or adjudicated will be referred to as the “Eligible Affected Creditors”. Other terms, not otherwise defined in this document, are as included in the Monitor’s First Report to the Creditors of the District, dated March 28, 2016 (the “Monitor’s Report”).

The purpose of this document is to clarify the options with respect to assigning NewCo Shares or having NewCo Shares issued in joint names and the deadlines for making such requests.

Assigning your NewCo Shares to the joint account holder or a third party(ies) - updated deadline

Eligible Affected Creditors who are eligible to receive NewCo Shares pursuant to the District Plan, may have their NewCo Shares issued in the name of one or more third party(ies) upon completing the attached Notice of Transfer of NewCo Shares Form and Assignment of Rights and Assumption of Liabilities Agreement (collectively the “Assignment Forms”). The Assignment Forms are attached hereto as “Schedule 1” and must be submitted to the Monitor at the address above, prior to the close of business on June 30, 2016 (please note that this deadline has been extended from May 31, 2016).

Having your NewCo Shares issued in joint names

Eligible Affected Creditors who are eligible to receive NewCo Shares pursuant to the District Plan may have their NewCo Shares issued in joint names upon completing the attached Creditor Direction for Registration of NewCo Common Shares (the “Joint Ownership Form”). The Joint Ownership Form is attached hereto as “Schedule 2” and must be submitted to the Monitor at the address above, prior to the close of business on June 30, 2016.

Should you have additional questions, please contact the undersigned by telephone at 1-403-298-5955 or via email at vanallen@deloitte.ca

Yours truly,

DELOITTE RESTRUCTURING INC.

In its capacity as the 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. and not in its personal or corporate capacity



Vanessa Allen, B. Comm, CIRP
Vice-President

Schedules

Schedule 1

NOTICE OF TRANSFER OF NEWCO SHARES FORM

The undersigned, a creditor of Lutheran Church-Canada, the Alberta-British Columbia District (the "**District**") hereby provides notice to the District and Deloitte Restructuring Inc. (the "**Monitor**") that it has transferred all or a portion of its rights to receive NewCo Common Shares issued under the Third Amended Amended Plan of Compromise and Arrangement of Lutheran Church-Canada, dated March 21, 2016 to the following person(s) or entity(ies) and in the following proportions:

Name of Transferee	Address	Percentage % of NewCo Common Shares
Creditor (if Creditor is keeping a portion of NewCo Common Shares)		
Total:	100%	

and constitutes the above-named transferee(s) as a substitute shareholder(s) for the said percentage of NewCo Common Shares and agrees to execute and deliver to the Monitor:

- (a) a duly executed Assignment of Rights and Assumption of Liabilities Agreement in the form attached hereto as Schedule "A" **for each transferee**;
- (b) any other documents required in the sole opinion of the District, the Monitor or NewCo to effect a valid transfer of the rights to receive NewCo Common Shares; and
- (c) any other documents required in the sole opinion of the District, the Monitor or NewCo to establish that all applicable laws have been complied with in connection with such transfer(s).

DATED at _____, this ____ day of _____, _____.

(Witness to Signature)

(Signature of Creditor)

(Name of Witness – Please Print)

(Name of Creditor – Please Print)

(Residence Address)
(City, Province, Postal Code)

Res: _____ Bus: _____

SCHEDULE "A"

ASSIGNMENT OF RIGHTS AND ASSUMPTION OF LIABILITIES AGREEMENT

BETWEEN :

[CREDITOR], an individual residing in _____ or a corporation existing under the laws of _____ ("**Assignor**")

- and -

[TRANSFEREE], an individual residing in _____ or a corporation existing under the laws of _____ ("**Assignee**")

CONTEXT:

- A. The Assignor is a creditor of the Lutheran Church-Canada, the Alberta-British Columbia District (the "**District**") and is entitled to receive NewCo Common Shares under the Third Amended Plan of Compromise and Arrangement of the District, dated March 21, 2016 (the "**Plan**").
- B. The Assignor has agreed to assign to the Assignee _____% (the "**Shares**") [**Note: Insert percentage of Shares assigned**] of its rights to receive the NewCo Common Shares and the Assignee has agreed to receive the Shares and to assume liability for the performance of the obligations of the Assignor under the Plan as it relates to the Shares from the date hereof in exchange for \$1.00 (the "**Consideration**") from the Assignor to the Assignee.
- C. The Assignor shall continue to be responsible for its obligations under the Plan.

THEREFORE, the parties agree as follows:

1. Assignment

The Assignor hereby sells, transfers and assigns to the Assignee all the Assignor's right, title and interest in the Shares as and from the date of this Agreement and agrees to provide the Consideration to the Assignee.

2. Assumption

The Assignee hereby assumes, and will observe and perform, all of the Assignor's obligations and liabilities with respect to the Shares and the Plan as it relates to the Shares as at the date of this assignment, to the extent these obligations and liabilities are to be observed, paid, discharged or performed after that date and arise out of events occurring after that date, in exchange for the receipt of the Consideration from the Assignor.

3. Notification by the Assignor

The Assignor has notified Deloitte Restructuring Inc., the Monitor of the District, of the assignment by the Assignor to the Assignee and has provided them with a copy of this Agreement.

4. Termination

The Assignor acknowledges and agrees that its rights and obligations to the Shares will terminate effective the Effective Date.

5. Further Assurances

Each party will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving

effect to this assignment and will use its best efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this assignment.

6. Enurement

This assignment will enure to the benefit of and be binding upon the parties and their successors and assigns, respectively.

7. Governing Law

This assignment will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in that Province.

8. Counterparts

This assignment may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective the _____ day of _____, 2016 (the "**Effective Date**").

THE ASSIGNOR:

(Witness to Signature)

(Signature of Creditor)

(Name of Witness – Please Print)

(Name of Creditor – Please Print)

(Residence Address)
(City, Province, Postal Code)

Res: _____ Bus: _____

THE ASSIGNEE:

(Witness to Signature)

(Signature of Transferee)

(Name of Witness – Please Print)

(Name of Transferee – Please Print)

(Mailing Address of Transferee)
(City, Province, Postal Code)

(Telephone)

Social Insurance or Business Number(s) of
Transferee

Schedule 2

CREDITOR DIRECTION FOR REGISTRATION OF NEWCO COMMON SHARES

A. Please complete this form if you wish to add a spouse as a joint shareholder of NewCo Common Shares.

C. THIS IS NOT A TRANSFER FORM - If you wish to transfer your entitlement to NewCo Common Shares to a third party, this must be done prior to June 30, 2016 (extended from May 31, 2016) by completing and submitting the Notice of Transfer of NewCo Shares Form, which is attached as "Schedule 1" to the correspondence dated May 24, 2016 entitled "Notice to creditors of Lutheran Church – Canada, the Alberta – British Columbia District Re: Requesting that NewCo Shares be assigned or issued in joint names".

TO: Deloitte Restructuring Inc.

The undersigned, a creditor of Lutheran Church-Canada, the Alberta-British Columbia District (the "District") hereby authorizes and directs the District and Deloitte Restructuring Inc. to register its NewCo Common Shares issued under the Fourth Amended Plan of Compromise and Arrangement of Lutheran Church-Canada, filed on May 12, 2016 (as may be subsequently amended), as follows:

Date: _____

Name of Creditor: _____

Joint Ownership

If applicable, name(s) to be printed on share certificate for joint ownership of NewCo Common Shares:

1. _____ (name of Creditor)

I certify that the person identified in no. 2 below is my spouse at law

Signature of Creditor: _____

2. _____ (name of spouse)

I hereby subscribe for and accept joint ownership of the NewCo Common Shares and any terms and conditions associated with such subscription and ownership.

Signature of spouse: _____