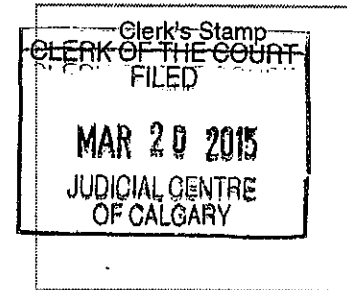


COURT FILE NUMBER 1501-00955  
COURT COURT OF QUEEN'S BENCH  
OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE CALGARY



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 AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Bishop & McKenzie LLP  
Barristers & Solicitors  
1700, 530 - 8<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3S8

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

Telephone: 403-237-5550  
Fax : 403-243-3623

File No.: 103,007-003

**AFFIDAVIT OF KURTIS ROBINSON**  
Sworn on March 19, 2015

I, KURTIS ROBINSON, of Airdrie, Alberta, SWEAR AND SAY THAT:

1. I am an Officer of the Applicants and I am authorized by all of the Applicants to depose this Affidavit and do so on their behalf. I have personal knowledge of the matters hereinafter deposed, except where stated to be based on information and belief, and where so stated, I verily believe them to be true.

2. All capitalized terms used in this Affidavit shall have the meaning ascribed to them in the prior Affidavits sworn by myself and filed in these proceedings unless otherwise indicated in this Affidavit.

**RELIEF REQUESTED**

3. I make this Affidavit in support of the Application for the following relief:
- (a) granting an extension to the Stay Period in these proceedings under the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("*CCAA*") from the current expiry date of March 27, 2015 to June 26, 2015;
  - (b) appointing Kluane Partners as the Chief Restructuring Officer (the "CRO") for Lutheran Church – Canada, the Alberta – British Columbia District (the "District") and Lutheran Church – Canada, the Alberta – British Columbia District Investments Ltd. ("DIL"), approving the terms of engagement of the CRO and extending the directors' and officers' indemnification, the Directors' and Officers' Charge and the Administration Charge granted by the Honourable Justice K.D. Yamauchi in the Initial Order granted on January 23, 2015 (the "Initial Order") to the CRO;
  - (c) authorizing the District to make payment of a portion of Mission Remittances received since January 2015 and ongoing monthly payments of a portion of mission remittances to Lutheran Church - Canada ("LCC") and setting the terms of such payments;
  - (d) approving the sale of the following lands:
    - (i) Meridian 4 Range 28 Township 24  
Section 2  
Portion of South West Quarter  
Lying South of Right of Way RY331  
Containing 40.9 Hectares (101 acres) more or less  
Excepting thereout all mines and minerals  
  
(the "Chestermere Lands");

- (ii) Plan 9423702  
Lot C  
Excepting thereout all mines and minerals  
Area: 9.12 Hectares (22.54 acres) more or less  
  
(the "St. Albert Lands");
  - (iii) Plan 4592NY  
Block 6  
Lot 6  
Excepting thereout all mines and minerals  
Area: 1.63 hectares (4.03 acres) more or less  
  
(the "Faith School Lands");
  - (iv) Condominium Plan 9812469  
Unit 25  
And 71 undivided one ten thousandth shares in the common property  
Excepting thereout all mines and minerals  
  
("223 Dayspring Bay");
- (e) authorizing the future sales of lands owned by Encharis Community Housing and Services ("ECHS") that are subject to life leases in the event that a life lease respecting such lands is terminated or surrendered;
  - (f) confirming that legal costs incurred by the Applicants in dealing with the Alberta Securities Commission and the British Columbia Securities Commission are included as part of the Administration Charge granted by the Initial Order;
  - (g) authorizing the District to apply funds in the Mileage Reserve Fund to loans owed to the District by a pastor or church worker, who is a participant in the Mileage Reserve Fund;
  - (h) sealing the Confidential Affidavit of Kurtis Robinson sworn March 19, 2015;
  - (i) such further and other relief as this Honourable Court may allow.
4. I am advised by the Monitor that the Second Report of the Monitor will be finalized by March 24, 2015. I will review the Second Report of the Monitor and, if necessary, a supplemental Affidavit will be prepared to provide any additional information necessary in support of the within Application.
  5. Since the date of the Initial Order, the Applicants have worked closely with the Monitor and have moved as quickly as circumstances have permitted to stabilize their

operations, communicate with stakeholders, and put processes in place to further develop a viable restructuring plan to enable the Applicants to emerge from these proceedings.

### **COMMUNICATIONS WITH DEPOSITORS**

6. The District has continued to post updates on the CCAA proceedings to its website at [www.abcdistrict.ca](http://www.abcdistrict.ca). The call centre at 1-888-295-0638 will be closed as of April 1, 2015 as call traffic has dropped to a level where the calls are able to be handled by District office staff. The telephone number change was posted to the District website, and any calls made to the call centre will be redirected to the District telephone number. People who have questions can now call the District office at 1-888-474-0063.
7. In addition, the District has been circulating a bulletin insert through the congregations with updates on the CCAA proceedings.
8. The District has also continued to respond to emails and telephone calls received from the Depositors and others with questions about their accounts and the process.
9. The Monitor continued with its website which provides a current update of the Applicants' restructuring, as well as making available most of the filings and other related documents that the Applicants are using in these proceedings. The address of the Monitor's website is [www.insolvencies.deloitte.ca](http://www.insolvencies.deloitte.ca).
10. Numerous in person meetings have also been held by representatives of the District with various stakeholders. At many of these meetings, proposals put forward by stakeholders to deal with the current situation of the Applicants were discussed. Many of the suggestions from stakeholders have already been implemented and others will be taken into consideration by the Joint Restructuring Committee.

### **STATUS OF RESTRUCTURING PLAN**

11. The Joint Restructuring Committee started meeting February 24, 2015. The Joint Restructuring Committee reviewed the submissions made by the CRO candidates, participated in the interview process, and made recommendations respecting the CRO candidates.
12. The Joint Restructuring Committee also had discussions regarding the Mission Remittances and started to gather information respecting the operation of the various

ministries of the District so that the committee could consider how future operations should be conducted.

13. The Joint Restructuring Committee also received information respecting the various properties held by the District and will be considering whether particular properties should be sold. The committee is also reviewing various proposals for resolving the current situation of the Applicants that have been received from Depositors and Congregations.
14. Attached hereto and marked as **Exhibit "A"** is a copy of the first report of the Joint Restructuring Committee that has been posted to the District's website.
15. As soon as possible after the CRO is appointed, the Joint Restructuring Committee will meet with the CRO to evaluate the timing of the sale of any further non-core assets. In that regard, the property owned by the District in Revelstoke is already listed for sale.
16. The Joint Restructuring Committee is continuing to meet on a regular basis. As soon as possible after the CRO has been appointed, as discussed further below, the Joint Restructuring Committee will be moving forward to further develop a restructuring plan, both from a financial and ministry perspective. The Joint Restructuring Committee will also be in communication with the Creditor Committees once they have been appointed.

#### **CHIEF RESTRUCTURING OFFICER**

17. The Applicants' view is that the CRO should be appointed for the District and DIL in order to provide additional, independent business and insolvency experience to facilitate the restructuring and streamline both business procedures and ministry operations, so that District and DIL can respectively emerge as a stronger charitable organization and not-for-profit organization. On February 20, 2015, the Honourable Justice Jones authorized the appointment of a CRO (the "February 2015 Order").
18. The District and DIL, in consultation with the Monitor, reviewed and considered four candidates for the position of CRO through a request for qualifications process issued by the District and DIL. All four candidates were interviewed and the short list of two candidates was submitted to the Monitor for its review.
19. Of the four candidates, on March 13, 2015 the District, and on March 12, 2015 DIL, approved Kluane Partners for the CRO position. Attached hereto and marked as **Exhibit "B"** is the submission from Kluane Partners dated February 20, 2015. The last

page of the submission has been omitted as it contained Kluane Partners proposed remuneration schedule. The proposed engagement agreement for Kluane Partners will be attached to a supplemental affidavit and filed with the Court before March 27, 2015.

20. It is proposed that Kluane Partners be appointed as the CRO. The general powers and duties for the CRO are as stated in the February 2015 Order. The fees of Kluane Partners would be paid on a monthly basis by the District and DIL. It is proposed that the Directors' and Officers' indemnification and charge and the Administration Charge from the Initial Order would be extended to the CRO as stated in the form of Order attached as Schedule "A" to the Application (the "Proposed Order").
21. I believe that the CRO will be able to provide assistance to the District and DIL in guiding them through the restructuring process, and that it would restore confidence to the Depositors which would allow the Applicants, as a group, to emerge as stronger corporate charities and not-for-profit organizations.

#### **CLAIMS PROCESS**

22. The claims process was approved in the February 2015 Order and is currently underway. The Monitor is responsible for administering the claims process. The Applicants have assisted the Monitor in this process by providing the necessary statements and other information.
23. The proposed claims bar date as set out in the Proposed Order is 4:00 p.m. on April 20, 2015. This claims bar date will see the claims process with respect to all Claimants substantially completed by May 5, 2015.

#### **PAYMENTS TO LUTHERAN CHURCH – CANADA**

24. The District's application respecting payments to Lutheran Church – Canada ("LCC") was further detailed in the Affidavit filed February 13, 2015. The February 2015 Order adjourned this portion of the District's application.
25. Since the February 2015 Order, the District and LCC have sent communications to the congregations respecting the payment of their Mission Remittances. Attached hereto and marked as **Exhibit "C"** is a copy of the letter dated March 4, 2015 that was sent by LCC. Attached hereto and marked as **Exhibit "D"** is a copy of the letter dated March 2, 2015 that was sent by the District.

26. In accordance with the February 2015 Order, the District has been holding 35% of the Mission Remittances (the "LCC Portion") received if the congregation submitting has not advised that it is making a donation directly to LCC. For January 1 to January 22, 2015, the Mission Remittances received by the District were \$115,157. The District has not yet paid the LCC Portion of these Mission Remittances to the LCC and has segregated 35% of these funds, or \$40,305, which will be deposited in to a separate trust account pending further Order of the Court. This trust account is in the process of being established.
27. From January 23, 2015 to February 20, 2015, the District has received \$44,454 in Mission Remittances and the LCC Portion is \$15,559. From February 21, 2015 to March 13, 2015, the District has received \$48,425 in Mission Remittances and the LCC Portion is \$16,949. The total LCC Portion of \$32,508 has been segregated for deposit to a separate trust account.
28. In light of the District's current financial circumstances, the District is concerned that if it is not able to make its monthly payments to the LCC, then congregations will not continue to make their donations to the District. Rather the congregations would make their donations directly to LCC. Even if these donations did not exceed the LCC Portion, there is a potential that the congregations may choose not to send the balance of the Mission Remittances to the District.
29. Not being able to forward the LLC Portion of the Mission Remittances to LCC also prevents the District from being able to fulfill its missions and ministry commitment to the church at large. The District does partner with LCC on some ongoing ministry opportunities, and not being able to forward funds to LCC will likely have a negative impact upon these programs. It is important to the District to have funds directed for their intended purpose of mission and ministry as a church.
30. This concern is derived from comments made by CEF Depositors and other congregational members to members of the District staff and leadership, including myself, that they would be hesitant to continue to donate funds to the District without having certainty that a portion of this donation would be provided to LCC. Indeed, a number of congregations have already advised the District that they are making payments directly to LCC. Some of those congregations have indicated that they will not be paying any Mission Remittances to the District. Should this trend continue, the District will be forced to materially curtail or end a number of current Ministry programs as the District will not have the cash flow to maintain them.

31. Attached hereto and marked as **Exhibit "E"** is are copies of emails received from some congregations confirming that they will be sending a portion of their Mission Remittances directly to LCC. Thus far, there are 6 congregations that have advised that they are going to make remittances directly to LCC. Six other congregations have indicated that they will not be sending any funds to the District. Only one congregation has confirmed that it will follow the well established practice of sending its Mission Remittances to the District.
32. If the congregations continue to discontinue their donations to the District and make their donations directly to the LCC and other congregations join them, it would seriously impact upon the District's continued cash flow and its ability to continue to operate and restructure.
33. For January 1 to January 22, 2015, the Mission Remittances received by the District were \$115,157. The District has not yet paid the LCC Portion of these Mission Remittances to the LCC, and has segregated 35% of these funds, which is \$40,305 to be deposited in a separate trust account pending further Order of the Court. The trust account is in the process of being set up.
34. The District is proposing that it would pay to LCC 35% of the Mission Remittances that it received from January 1 to January 22, 2015 to the LCC. The District is also proposing that for donations received after January 22, 2015, it would continue to pay the LCC Portion of the ongoing Mission Remittances that it receives from the congregations on a monthly basis unless advised by the congregation that they have separately remitted the LCC Portion directly to LCC or unless congregations indicate that they do not want any funds to be paid to LCC. The District has discussed these proposed payments with the Monitor and the Monitor is supportive of the District's application in this regard, based on their understanding that a failure to do so may have a serious impact of the donations received by the District, however the Monitor has advised that it believes that Court approval for this to occur should be put on hold until such time as the Creditors' Committees are fully established.

#### **UPDATE ON DIRECTORS' & OFFICERS' INSURANCE**

35. The Applicants, through their general legal counsel, have continued to correspond with the insurer respecting the continuation of the Directors and Officers insurance coverage. The insurer advised on January 29, 2015 that it will not be renewing the policy. In the meantime, as the insurance was scheduled to expire on January 31, 2015, the insurer



extended the coverage to March 31, 2015 and payment of the premium for this period was paid in accordance with the February 2015 Order.

36. The Applicants have and are continuing to make efforts to find replacement insurance, but thus far have not found an insurer who is prepared to provide coverage. The District is working with the insurance broker to secure Directors and Officers insurance coverage from the pool of potential insurers.

### **AGREEMENTS FOR SALE**

37. The Applicants have begun to sell properties that they view as being not essential for the Applicants to retain under a Plan of Compromise and Arrangement. This process was started before the Initial Order was granted. All sales of such properties would be subject to Court approval. Unless otherwise directed by Court order, all net sale proceeds would be held in trust and included in any Plan of Compromise and Arrangement.

### ***Chestermere Lands***

38. ECHS is the owner of the following lands:

Meridian 4 Range 28 Township 24  
Section 2  
Portion of South West Quarter  
Lying South of Right of Way RY331  
Containing 40.9 Hectares (101 acres) more or less  
Excepting thereout all mines and minerals

(the "Chestermere Lands").

39. Attached hereto and marked as **Exhibit "F"** is a copy of the title for the Chestermere Lands.
40. ECHS has entered into a purchase and sale agreement respecting the Chestermere Lands. The purchase and sale agreement respecting the Chestermere Lands is currently conditional. It is also a term of the purchase and sale agreement that the terms be kept confidential. Because conditions have not been waived, and because of the confidentiality requirement, a copy of the purchase and sale agreement and appraisal respecting the Chestermere Lands will be provided in a Confidential Affidavit and made available only to the Monitor and the Honourable Justice hearing the application. It is

requested that this Affidavit be sealed and that the terms of the sale not be disclosed without further Order of this Court.

41. The Chestermere Lands are vacant lands.

***St. Albert Lands***

42. The District is the owner of the following lands:

Plan 9423702  
Lot C  
Excepting thereout all mines and minerals  
Area: 9.12 Hectares (22.54 acres) more or less

(the "St. Albert Lands").

43. Attached hereto and marked as **Exhibit "G"** is a copy of the title for the St. Albert Lands.
44. Attached hereto and marked as **Exhibit "H"** is a copy of the 2015 tax assessment for the St. Albert Lands showing the assessed value for tax purposes as \$1.583 million.
45. The St. Albert Lands were publicly listed for sale with Colliers Macaulay Nicolls Inc. starting in February 2013. The list price was set based upon the recommendation received from the listing realtor. Further particulars of the listing are provided in the Confidential Affidavit as mentioned above.
46. The District has entered into a purchase and sale agreement for the St. Albert Lands. Because conditions have not yet been waived and the sale has not yet closed, a copy of the purchase and sale agreement respecting the St. Albert Lands will be provided in the Confidential Affidavit as mentioned above. It is requested that the terms of the sale not be disclosed until such time as the sale has closed.
47. The King of Kings Lutheran Church (King of Kings Congregation) currently occupies the church building on the St. Albert Lands. The King of Kings Congregation is considering whether it will be disbanding, but it does intend to vacate the property upon the closing of the sale.

**Faith School Lands**

48. The District is the owner of the following lands:
- Plan 4592NY
  - Block 6
  - Lot 6
  - Excepting thereout all mines and minerals
  - Area: 1.63 hectares (4.03 acres) more or less
  - (the "Faith School Lands").
49. Attached hereto and marked as **Exhibit "I"** is a copy of the title for the Faith School Lands.
50. Attached hereto and marked as **Exhibit "J"** is a copy of the 2015 tax assessment for the Faith School Lands showing the assessed value for tax purposes as \$3.508 million.
51. The District has entered into a purchase and sale agreement respecting the Faith School Lands. The purchase and sale agreement respecting the Faith School Lands is currently conditional. Because conditions have not been waived, a copy of the purchase and sale agreement respecting the Faith School Lands will be provided in the Confidential Affidavit mentioned above. It is requested that the terms of the sale not be disclosed until such time that the sale has closed.
52. The last list price for the Faith School Lands was for \$3.6 million. The list price was set in consultation with the listing realtor. The listing realtor is Harold Schmidt who is a director of DIL.
53. The District and ECHS request that the Court approve the above purchase and sale agreements.
54. All of the listing agreements for the above noted properties were entered into prior to the Initial Order. The Applicants are requesting that the Court confirm that the listing realtors for the above noted properties will be paid their commissions from the net sale proceeds in accordance with the listing agreements that were entered into by the Applicants.
55. The Monitor is aware of the particulars of the above purchase and sale agreements and has been provided with copies of the appraisals that are available.
56. It is proposed that the net sale proceeds from the sale of the above lands would be held by the Applicants in a separate trust account, designated to hold the proceeds from the

realization of assets within the District, and would be taken into consideration in the Plan of Compromise and Arrangement being developed.

**LIFE LEASE SALES**

57. ECHS is the owner of the following lands, which are municipally known as 223 Dayspring Bay:
- Condominium Plan 9812469  
Unit 25  
And 71 undivided one ten thousandth shares in the common property  
Excepting thereout all mines and minerals
- ("223 Dayspring Bay").
58. Attached hereto and marked as **Exhibit "K"** is a copy of the title for 223 Dayspring Bay.
59. Attached hereto and marked as **Exhibit "L"** is a copy of the life lease agreement that is registered as Instrument No. 991 239 204 (the "223 Life Lease").
60. On February 12, 2015, notice was given by the 223 Life Lease Residents that they wished to surrender their lease. Attached hereto and marked as **Exhibit "M"** is a copy of the notice of surrender received by ECHS.
61. In accordance with the terms of the 223 Life Lease, ECHS obtained an appraisal for 223 Dayspring Bay. ECHS has entered into a purchase and sale agreement respecting 223 Dayspring Bay. The purchase and sale agreement respecting 223 Dayspring Bay is currently conditional. Because conditions have not been waived, a copy of the purchase and sale agreement and appraisal respecting 223 Dayspring Bay will be provided in the Confidential Affidavit mentioned above. It is requested that the terms of the sale not be disclosed until such time that the sale has closed.
62. ECHS requests that the Court approve the above purchase and sale agreement. Upon closing of the sale, 5% will be deducted from the amount to be paid to the Resident (the "Surrender Fee"). The Surrender Fee represents the fee that is payable at the end of the Life Lease term in accordance with the terms of the Life Lease. The Surrender Fee will be applied to the legal costs for completing the sale transaction, commissions for selling 223 Dayspring Bay, and the balance will be held in trust and taken into consideration in a Plan of Compromise or Arrangement.

63. The Monitor is aware of the particulars of the above purchase and sale agreement and has been provided with a copy of the appraisal. The Monitor supports the Applicants' application to have this property sold.
64. As stated in the Affidavit filed February 13, 2015, until a Plan is approved by the creditors and Residents, if a Resident dies or surrenders his lease, ECHS will be proceeding to market the condominium unit as it would in the normal course of business. This would involve obtaining an appraisal of the unit, and then marketing the unit for sale as a fee simple interest. Once an offer is received, ECHS would consult with the Resident. After considering the comments of the Resident, ECHS would determine whether the offer would be accepted.
65. ECHS is requesting authorization from the Court to allow future sales of the condominiums that are owned by ECHS, and which are subject to life leases that have been surrendered or terminated, to occur without further Court approval so long as the offer being made to ECHS for the purchase of the condominium is at or in excess of the fair market value that ECHS has obtained pursuant to the provisions of the life lease.
66. Excluding 223 Dayspring Bay, there are currently 60 condominium units in the Prince of Peace Development that are owned by ECHS which are subject to life leases. Although the condominium units are all valued at over \$100,000, because of the operation of the Life Leases, the net amount that would be received by ECHS will generally be less than \$20,000. There is no potential in any realistically achievable market scenario that the Surrender Fee received would exceed \$100,000. If an application for Court approval to sell each of those condominium units is necessary, the amount available for Depositors and other stakeholders will be significantly eroded by the legal costs involved in bringing each application. Instead, it is proposed that ECHS be able to proceed with such sales if the offer is at or in excess of the fair market appraised value. ECHS will report on the sale to the Monitor upon the offer being made if ECHS intends to accept such offer, and upon the sale closing. ECHS will also report to the Court regarding any sale at the next application date.

### **SUBDIVISION**

67. The February 2015 Order confirmed that ECHS could proceed to have the lands located in the Prince of Peace Development subdivided in order to facilitate the sale of the Prince of Peace Church and School and potentially the Manor and Harbour.

68. The following steps have been taken with respect to the subdivision process since the February 2015 Order:
- (a) Discussions have begun with a potential purchaser to determine the size of parcel that they would be interested in purchasing. They have indicated that they will provide a plot plan showing the parcel they would be interested in. Provided that their plot plan does not create an unmarketable parcel or otherwise materially hamper the marketability of the balance of the lands, it is likely that the plot plan will form the basis for that particular parcel.
  - (b) Management has begun discussions with their consultants with respect to the portion of the Lands to be subdivided for the Harbour and the expansion lands.
  - (c) Management has begun initial discussions with Rocky View County regarding subdivision of the parcel. The subdivision process will require two stages. First, an application will need to be submitted to Rockyview County, which would include a tentative plan of subdivision. Rockyview County will then make a decision on the application. Second, a survey will be undertaken and the subdivision boundaries will be staked on the ground. The final plan will then be submitted to the government for registration.
69. Management is currently in the process of obtaining a quote for the cost to make the application to subdivide.

### **FINANCIAL**

70. Attached to the Management's Report on Cash Flow are the Applicants' cash flow reports (the "Cash Flows"). The Cash Flows have been prepared in consultation with the Monitor.

### **CONVENTION**

71. Every three years, the District holds its Convention which is the equivalent of a shareholder's meeting for a regular corporation. At Convention, the District Board of Directors, the President, and Vice Presidents are elected. In order to pay for the costs of Convention, each congregation is assessed an amount. The next District Convention is scheduled to be held May 22-24, 2015.

72. Because of the CCAA proceedings, the District intends to scale back how Convention is normally conducted. In order to save on costs, the Convention will be held at the Prince of Peace Development and congregations are being asked to pay for many of their own costs directly rather than having those costs being assessed, collected and paid through the District as was done in the past. There will be no cost to the District for holding Convention. All receipts and disbursements respecting Convention will be made from a separate trust account designated for that purpose. The District is currently in the planning process regarding Convention.

### **SECURITIES COMMISSIONS**

73. The District and DIL initiated contact with the Alberta Securities Commission and are in the process of initiating contact with the British Columbia Securities Commission (the "Securities Commissions"). Legal counsel for the District and DIL in Alberta and British Columbia have been assisting in this regard. It is anticipated that there will be ongoing discussions with the Securities Commissions with respect to the matters which are the subject of these proceedings.
74. The Applicants are requesting confirmation from the Court that the legal costs incurred by the Applicants for both Alberta and British Columbia counsel in dealing with the Securities Commissions form part of the Administration Charge granted by the Initial Order. It is the view of the Applicants that such legal costs are being incurred in the normal course of business as well as with respect to these proceedings, and they are reasonable and necessary costs.

### **MILEAGE RESERVE FUNDS**

75. Part of the District assets includes a Mileage Reserve Fund account. This account was established to provide car loans to pastors and church workers. Pastors and church workers make payments into the car loan fund and are then able to borrow up to 150% of the amount they have paid into the fund in order to purchase a car. After obtaining a loan, the pastor or church worker would have to contribute at least \$25 per month back to the Mileage Reserve Fund account in addition to making payments on the loan. No funds from the District are used to fund these loans. As of today's date, these funds have not been segregated from any other funds utilized by the District.
76. Attached hereto and marked as **Exhibit "N"** is a copy of the Mileage Reserve Fund account agreement.

77. The District currently holds \$77,155 in the Mileage Reserve Fund. The District will be transferring these funds to a separate trust account. The trust account is in the process of being set up.
78. The District has received a request from a pastor to have his Mileage Reserve Funds used to pay down his car loan. This pastor has \$7,867 in the Mileage Reserve Fund and a loan in the amount of \$8,262. He would like to apply the Mileage Reserve Fund to his car loan and then he will pay out the remaining balance of the loan in order to close his loan account. It is the view of the District that this is a reasonable request, and in the normal course of business, the District would proceed with this request.
79. The District is requesting confirmation from the Court that upon the District receiving requests from pastors or church workers, it may proceed to set off that pastor's or church worker's portion of the Mileage Reserve Fund against his or her car loan account so long as any balance owed on the car loan is also paid in full.

#### **SUMMARY**

80. I believe that the Applicants are working in good faith and with due diligence in these proceedings and believe it is within the best interests of the Applicants and their stakeholders to continue in these proceedings as outlined above.
81. The steps that the Applicants have taken since the Affidavit filed February 13, 2015 to further the development of a Plan of Compromise or Arrangement are as follows:
  - (a) communicated with the Depositors, and the Applicants' other stakeholders regarding the CCAA process, plans that have been developed to date, and responded to other questions asked;
  - (b) reviewed submissions from, conducted interviews with, and communicated with the Monitor regarding the CRO candidates, and chose Kluane Partners as the CRO;
  - (c) the Joint Restructuring Committee met to discuss developing a restructuring plan, from both a financial and ministry perspective, and gathered information to consider how future operations should be conducted;
  - (d) cooperated with the Monitor and provided information necessary to proceed with the Claims Process;





## COMMUNICATION #1 – RESTRUCTURING COMMITTEE

The role of the Restructuring Committee (RC) is to work with a Chief Restructuring Officer in a divestiture of assets, and to develop a Business Plan that will address the future of ABC District.

The role of the Chief Restructuring Officer (CRO) is to oversee the divestiture of assets that result in optimum outcomes for the Business Plan.

The role of Deloitte Restructuring Inc (Deloitte) is to ensure all stakeholders receive fair representation in the work and plans. Deloitte will appoint the Creditor Committees and that process is expected to be completed in April.

The role of the Creditor Committees is to act in the interests of the investors as the Business Plan is developed and acted upon. A representative from each committee will participate in the Restructuring Committee meetings.

The candidate for the CRO will be selected from an original list of four, and recommended to the Court on March 27.

The Business Plan will be broad because of the many facets of work the District is engaged in and by necessity, the Business Plan (Plan) must then be a living document, as we recognize there will be many contingencies arise during the course of working with the Plan.

The Plan will include a number of options for divestiture of assets, considering time and anticipated outcomes in each option. The options will be presented to the investors for their preference, and then a recommendation will be made to the Court.

Highlights of the Court decisions on Feb. 23 were:

- Stay extended to March 27 at which time a candidate is to be recommended for CRO.
- A reverse claims process was approved for the creditors (investors, trades, life-leases)
- Permission to seek Subdivision approvals were granted for the lands around the Prince of Peace Church and School, Manor and Harbor.
- The District's request to continue to remit mission dollars to Synod was adjourned until next Court date (March 27).

At least two groups have submitted written proposals/suggestions to District and these will be considered in development of the Business Plan. The proposals are widely divergent and thus the need to provide all investors with the opportunity of having the various options explained before voting on their preference.

Respectfully submitted,  
Marvin Mutschler, secretary

FRANCIS N.J. TAMAN  
BARRISTER & SOLICITOR

THIS IS EXHIBIT "A"  
referred to in the Affidavit of  
Kurtis Robinson  
Sworn before me this 19  
Day of March, A.D. 2015  
A Commissioner of the Court  
IN AND FOR THE PROVINCE OF ALBERTA

LUTHERAN CHURCH – CANADA - ALBERTA – BRITISH COLUMBIA DISTRICT



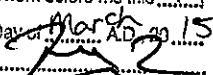
---

## Chief Restructuring Officer Proposal

2/20/2015

By:

**kluane  
partners**

THIS IS EXHIBIT "B."  
referred to in the Affidavit of  
Kurtis Robinson  
Sworn before me this 19  
Day of March, 2015  
  
COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

FRANCIS N.J. TAMAN  
BARRISTER & SOLICITOR

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Kluane Partners is pleased to submit this proposal to provide financial advisory and oversight services for Lutheran Church – Canada – Alberta – British Columbia District (“LCCA” or the “District”).

This document contains information regarding the initial scope of services to be provided by the **Chief Restructuring Officer (“CRO”)**, although this scope can be expanded as required by the District. Also included is a list of proposed members of the Kluane Partners team who will supplement the CRO, as well as a remuneration schedule. If you, or any member of your organization have any questions or concerns regarding this proposal, please do not hesitate to contact any member of the Kluane Partners team, and we will be happy to address them. We appreciate your consideration, and look forward to working closely with your organization.

We at Kluane Partners differentiate ourselves by providing a team of resources working closely with our assigned CRO to solve problems rather than one single person assuming the role of CRO.

---

Cam Sherban, CA  
Managing Director  
Kluane Partners  
403-681-3608  
[cam.sherban@klupart.com](mailto:cam.sherban@klupart.com)

---

Charles Bougie, MBA  
Managing Director  
Kluane Partners  
403-970-0449  
[charles.bougie@klupart.com](mailto:charles.bougie@klupart.com)

## Schedule I. Kluane Overview

Kluane Partners is a restructuring, corporate finance advisory and accounting firm that focusses on becoming the trusted advisor to our clients. With a team of experienced operating professionals, the Kluane team brings a diverse and professional skill set to each client engagement. We differentiate ourselves from the standard Chief Restructuring Officer role by providing more than just oversight of the CCAA process and compliance with Court Orders by having both operational and financial expertise within each engagement team. Kluane will work closely with all stakeholders to formulate a restructuring plan and implement the solution to complex turnaround challenges.

We believe that the District requires a full-time dedicated restructuring professional to lead the restructuring who is capable of working closely with all stakeholders (depositors, employees, management congregation members and other restructuring professionals) in order to create and successfully implement a turnaround plan.

Along with the CRO, Kluane has put forward a team of professionals tailored specifically to the criteria of the District engagement. Each Kluane engagement team is led by a Chief Restructuring Officer and augmented with an advisory team that has experience and valuable insight into each specific project. This team also has access to other Kluane professionals who are able to provide support to the CRO and District management as needed. The resulting service is professional, efficient and cost effective. Kluane's standard fee is a flat monthly charge that allows the entity certainty around cash flow and aligns the interests of all stakeholders.

## Schedule II. Proposed Team

After detailed review of the RFQ document, the Kluane engagement team for this mandate has been selected as:

### ***Cam Sherban CA – Chief Restructuring Officer / Team lead***

Cam is a co-founder of Kluane Partners and began his career at PricewaterhouseCoopers within the Advisory practice with a focus on transaction due diligence and corporate restructurings. Following PwC, Cam went on to assume multiple CFO / CRO roles in a variety of industries including energy producers, service companies, retail and manufacturing. Cam has also worked alongside private equity funds performing pre and post transaction due diligence services. Cam has led corporate restructurings, including CCAA's and has become a trusted advisor as a Monitor to financial institutions. Cam grew up in Alberta, is a hockey player holds a Bachelor of Commerce from the University of Alberta and is a Chartered Accountant.

Pertinent to the engagement with LCCA, Cam is an experienced Chief Restructuring Officer with over sixteen years of restructuring experience. After starting his career at PricewaterhouseCoopers, Cam founded his own firm in 2008 and has focussed on providing CRO and interim management services to organizations in challenging situations ever since. As LCCA's dedicated CRO, Cam will focus on providing day to day leadership and communication with the District team while formulating and executing the restructuring plan. From creating relationships to gaining the trust and respect of all stakeholders, Cam will develop an in-depth understanding of the business challenges and provide solutions allowing the District to take advantage of the many opportunities which lie ahead.

### ***Charles Bougie MBA – Engagement Advisor***

Charles is also a co-founder of Kluane Partners and has made a career of investing institutional capital (BMO Capital Partners, Alberta Teachers' Private Equity) in privately owned companies in a variety of industries across Canada, the United States and Europe. Charles originated, structured and closed several private equity leverage buy outs, management buyouts, venture capital, growth capital, mezzanine and a variety debt financings. Charles also played an instrumental role creating a start-up venture (raising capital and leading operations) and was a consultant for a firm specializing in process improvement and operational excellence serving fortune 500 clients. Charles is an avid skier and cyclist and holds a Bachelor of Commerce degree from Concordia University and a Masters in Business Administration from Ivey Business School.

Charles Bougie will serve LCCA as an Engagement Advisor. Pertinent to the LCCA engagement Charles is the Executive Director of a local non-profit organization, Association for Corporate Growth. Charles also assumed fiduciary duties of managing a large percentage of Alberta Teacher's Retirement Fund (~\$10 billion Assets Under Management ("AUM"). Additionally Charles' corporate finance experience with BMO Capital Partners (structured finance) will also be a key asset if the turnaround plan includes refinancing of real estate assets. Charles' primary role on the LCCA engagement will be to work closely with the investors ensuring that interests are accommodated and risks are mitigated. Charles has also been a Director of two senior care facilities in Ontario an Alberta and financed numerous other revenue generating assets throughout his career. Charles began his career as an operations consultant at USC Consulting, a firm focussing on efficiency of operations in a variety of industries.

***Jon Brookshaw - Engagement Associate***

Jon is an employee of Kluane Partners and is an experienced controller and has been responsible for managing internal accounting systems, month-end reporting, financial/cash flow forecasting and providing financial and statistical information to both management and operations at a variety of clients. Jon has also previously held the position of internal auditor and designed new audit procedures. Jon enjoys fishing and holds a Bachelor of Business Administration/Accounting from Acadia University where he specialized in IFRS reporting, audit, and systems analysis. Jon graduated with distinction from the Accounting program and is currently pursuing his CPA designation.

Within the LCCA engagement Jon will be responsible for maintaining all cash forecasts and creditor schedules while working closely with the Monitor to ensure accurate financial reporting to the Courts and creditors. Jon will also be assisting Cam and Charles in maintaining constant communication with respect to the plan with all parishioners.

***Scott McCorquodale MBA – Special Engagement Advisor – Real Estate***

An experienced real estate broker and investor Scott's experience in maximizing the value of investment product will be critical throughout the decision making process. Whether the final decision is to maintain ownership or sell the District's position, Scott's knowledge of the market and potential purchasers will be invaluable. Scott is a former Partner at Colliers International and has sold in excess of \$1.5 billion of real estate over the past thirteen years. Scott has extensive experience in the marketing process and valuation of senior care facilities, educational facilities and retail buildings.

***Kluane Team***

In order to maximize value, Kluane Partners also maintains a number of dedicated and enthusiastic Associates, who assist with clerical, bookkeeping and other tasks to ensure a seamless engagement.

## Schedule III. Desired Skills & Experience

### **i) Previous operational experience in restructuring or reorganization as a CRO is preferred.**

Cam has extensive experience as a Chief Restructuring Officer and Interim Management for companies in challenging situations since starting his own firm in 2008. Roles have included:

- A wind-down of a large marine dealership with locations throughout Alberta and British Columbia. Worked together with the ownership team, investment group, three national financial institutions and a number of unsecured creditors. Operated the dealership for six months while formulating a restructuring plan that included the sale of four multi-million dollar asset packages and negotiations of final settlements with creditors. (eight month engagement)
- Worked on maintaining operations in a metal fabricator while arranging take-out financing with two new financial institutions and a strategic partner. Arranged financing for an industrial warehouse, line of manufacturing equipment and development land. (six month engagement)
- Led a logistics and transportation company through a court approved proposal working closely with large restructuring firm (similar to Deloitte) to ensure the plan that was generated was approved by the creditors and courts. The restructuring plan included the sale of a portion of the company's assets; settlement of some secured debt as well as a financing and the development of a new revenue generating product line. (thirty six month engagement)
- Interim Manager of an oilfield service company worked with two national lenders to refinance the position and streamline operations with offices in Alberta and North Dakota. (six month engagement)

### **ii) Extensive experience in general management**

Cam has started a variety of companies including an oil and gas producer, transportation company and professional services entity. In all of these companies Cam was either the founder the CEO the Managing Director or the CFO and directly led the implementation of corporate strategy as well as leading of a number of employees. Charles is also well versed in general management of organisations.

### **iii) An understanding of the general legal requirements associated with CCAA proceedings.**

Cam spent eight years at PricewaterhouseCoopers and was an experienced Manager within the insolvency and restructuring department. As the Manager on the file Cam was the direct contact point for all stakeholders and was involved in a number of CCAA proceedings including:

- Gauntlet Energy – as court appointed Monitor under CCAA of a large energy producer
- Cage Logistics – as court appointed Monitor under CCAA of a trucking company

### **iv) Understanding of the dynamics of not-for-profits, especially in the context of a religious ministry**



Kluane Partners serves as the Executive Director of ACG (Association for Corporate Growth); a not-for-profit organization based in Calgary. We also manage the bookkeeping and all accounting and cash management for this organization.

**v) Business Degree**

As noted about all team members hold business degrees and additional credentials.

**vi) Strong financial, cash management and planning skills**

The Kluane team outrivals in this function; financial instructions and/or debtors hire Kluane Partners specifically for this function. Our team of Accountants and Bankers can provide "best of class" advice on this subject matter.

**vii) Experience in commercial real estate or development is an asset**

Scott has transacted in excess of \$1.5 billion of real estate to all the major real estate buyers/sellers and REITS in Canada. Cam has led CRO roles where real estate sales and financing were keys to the success of the engagements.

**viii) Demonstrate a high level of personal integrity**

As a trusted advisor to many organisations including banks and law firms, integrity and credibility sits within the core of our business. Personal and corporate references are available upon request.

**ix) Have "hands-on" mentality to handle commercial and business issues.**

All members of the Kluane Partners proposed team have worked hands on in a variety of commercial and business ventures, in both operational and financial roles.

**x) Additional Qualifications:**

- Years of experience as operationally focussed CRO
- Extensive experience in court mandated restructurings (the CCAA process)
- Ability and time to effectively communicate with stakeholders
- Strong financial and cash management skills
- Detailed knowledge of real estate, specifically in revenue generating assets (investment grade)
- Access to new capital and creative financial structures
- Experience with dealing with a very large group of stakeholders
- Track record of success in turnaround mandates
- Working knowledge of not for profit entities
- Solid team of professional to draw upon as required

Office of the President  
THE REV. DR. ROBERT BUGBEE

**HOW TO CONTINUE YOUR MISSION SUPPORT  
FOR OUR WORK IN CANADA AND AROUND THE WORLD  
A Letter to LCC Congregations in Alberta and British Columbia  
March 4, 2015**

Dear brothers and sisters,

The restructuring proceedings involving the ABC District are now affecting the work LCC does in our country and around the world. You may remember how local churches like yours generally decide on an annual "mission goal" to support both the work of the District and of LCC. You customarily remitted those gifts to the ABC District office in Edmonton. The ABC District was always conscientious in sending 35% of the mission offerings it received from you each month to LCC at its national office in Winnipeg, for which I am grateful. Near the close of the year, the District "topped up" the amount so that it came to 40% of the overall amount your churches provided in support for the national and international mission work of LCC.

This 40% is not intended to maintain a large staff in Winnipeg. In addition to services provided by our co-workers here, a portion of those offerings were passed on to support our seminaries in Edmonton and St. Catharines, to help provide for the training of deacons at Concordia University College of Alberta; they are also used to carry out the mission efforts we maintain in Nicaragua, Honduras, Costa Rica, Thailand, Cambodia, and Ukraine. This means that these gifts of God's people in Alberta and British Columbia have enabled the core purposes for which Lutheran Church-Canada was created: to train future pastors and missionaries, and to publish Christ's Good News in foreign countries.

At a Hearing held on February 20, 2015, the Court now managing the restructuring proceedings of the ABC District made an Order directing the District not to forward to LCC any portion of the mission remittances it received – or will receive in the future – from congregations until it is otherwise directed by the Court. This has not only caused a cash flow difficulty for the work LCC carries on, but has also created uncertainty as to whether LCC will ever receive any portion of your recent mission offerings.

I want to stress that the ABC District did not wish to see this happen. The District's leaders hoped that they would be free to forward the customary portion of your mission offerings to LCC as always. At the present time, that is simply not legally permitted.

This is why I now ask our member congregations in Alberta and British Columbia to continue your support of the national and international work of our church as God puts it into your heart by paying a portion of your offerings directly to LCC.

I do not write these lines to request that you gift more than you did last year, though you are welcome to do so. I do ask that you consider sending those gifts in a more direct way so that the Lord's work will not come to harm. The mission-pastors we support in some of the poorest places of the world, our seminary students struggling to finance their studies and often to provide for young families – among

FRANCIS N.J. TAMAN  
BARRISTER & SOLICITOR

THIS IS EXHIBIT "C"  
referred to in the Affidavit of  
Kurtis Robinson  
Sworn before me this 19  
Day of March, 2015  
FRANCIS N.J. TAMAN  
BARRISTER & SOLICITOR  
IN AND FOR THE PROVINCE OF ALBERTA

others – need this help. Your record of commitment in years gone by convinces me that you are concerned for these needs now as you were in the past.

If your local Church Council or Voters' Assembly could take action to remit the customary portion of your overall mission offerings to our national office, our work would be preserved, and your giving in these areas would not be impacted by the District's restructuring proceedings. We wish to be completely clear: **We are not asking anyone to withhold the portion of mission support they traditionally provided to the ABC District.** I write only to ask you to consider sending LCC's portion (35-40%) directly to our office in Winnipeg rather than through the District.

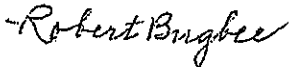
You can help us in these matters by doing two things:

- First, by beginning as soon as possible to send cheques each month (or whatever the custom is in your local church) to Lutheran Church-Canada at the address provided below.
- Second, if you wish to help LCC receive the funds currently being held back, you could write us to affirm that your local church always expected (and still wishes) that 35-40% of mission offerings remitted to the ABC District should be forwarded to LCC. This would be in keeping with the time-honoured understanding between local churches, the ABC District, and LCC.

For now I thank you for your careful attention to these lines asking whether you are committed to the work we do together, and would therefore change the way you remit mission support so that the core purposes of LCC might go forward.

I am deeply conscious of the fact that everything you provide is a voluntary offering, dear brothers and sisters. Our church has no power to tax nor assess anyone. To be honest, I do not wish to have such a power. I don't want to see people support our work because the church has coerced them. I have confidence that God, Who in sheer love gave His Son to be our Saviour, has put it into the hearts of our people to support His mission the same way ... out of willing love toward Him Who loved us first.

Your grateful friend in Christ our Lord,



Rev. Dr. Robert Bugbee, President  
Lutheran Church-Canada

*The LCC Portion of Mission Offerings may be sent to:*

**Lutheran Church-Canada  
3074 Portage Avenue  
Winnipeg, MB R3K 0Y2**



**LUTHERAN  
CHURCH CANADA**

ALBERTA | BRITISH COLUMBIA DISTRICT

7100 Ada Blvd. NW. Edmonton, AB T5B 4E4  
780.474-0063 | Fax 780.477.9829 | www.lccabc.ca

March 2, 2015

Dear Brothers and Sisters in Christ,

**FRANCIS N.J. TAMAN**  
BARRISTER & SOLICITOR

THIS IS EXHIBIT "D"  
referred to in the Affidavit of  
*Kurtis Robinson*  
Sworn before me this 19  
Day of March, A.D., 2015  
*[Signature]*  
A COMMISSIONER OF THE  
IN AND FOR THE PROVINCE OF ALBERTA

Grace and peace to you from Christ our Lord!

*"I thank my God every time I remember you. In all my prayers for all of you, I always pray with joy because of your partnership in the gospel from the first day until now, being confident of this, that he who began a good work in you will carry it on to completion until the day of Christ Jesus."  
(Philippians 1:3-6)*

Because of Jesus Christ we share a relationship that stretches across seemingly insurmountable barriers with compassion and forgiveness. In the midst of our current CEF crisis I/we give thanks to God for all the mercy and prayers with which you have graced us. As your humble servants we are not deserving of such, and deeply heartened by your love and care for every part of the Body of Christ - even those who serve you with faltering steps. Thank you. May God enable us to walk together ever more steadily.

In light of this current ABC CEF crisis a number of congregations have asked for guidance on how to continue to support the important regional mission and ministry we do together in Alberta and British Columbia as well as ensure that we continue to reach out beyond our region through the work we do together as Lutheran Church - Canada.

Firstly, we want you to know that the courts have currently put a hold on the District's normal practice of passing on 35% of the offerings we receive from congregations to Lutheran Church - Canada for national and international missions. We are continuing to set aside the funds that would normally be sent to Synod, and are working with the courts to arrive at an understanding that will enable these funds to continue to be passed on.

Second, we recognize you may want to ensure that a portion of your mission offerings continue to go to Lutheran Church - Canada by sending it directly to the Winnipeg office. If you choose to do so, we would ask that you let us know, so we don't hold back funds for Synod from your mission remittances to the District. This will also provide us with additional evidence to put before the Justice on March 27, 2015 to help convince him that 35% of the mission remittances we have already received should go to Synod.

Third, we give thanks for how your continued support of missions in the District continues to enable things like:

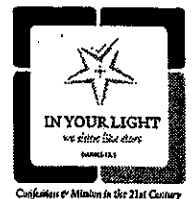
EXECUTIVE ASSISTANTS

President  
**Rev. Donald Schiemann**  
president@lccabc.ca

Parish & School Services  
**Daryl Becker**  
dbecker@lccabc.ca

Outreach  
**Rev. Dr. Glenn Schaeffer**  
gschaeffer@lccabc.ca

Financial Ministries  
**Kurt Robinson**  
krobinson@lccabc.ca



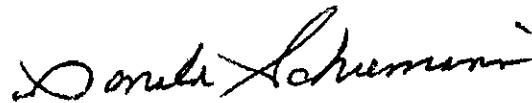
*Confession & Mission in The 21<sup>st</sup> Century*

- Shepherd of the Hills Lutheran Church - Airdrie, Alberta (Grief Care, Bethany Home Ministry, Christian School Initiative);
- Trinity Lutheran Church for the Deaf - Vancouver
- Rev. Paul Roggow - Vancouver Missionary. Rev. Roggow is currently focused on developing campus ministry and outreach in the Vancouver area and in other urban centers in Alberta and British Columbia.
- The BC Mission Boat: a Lutheran organization that shares Jesus' message of love, forgiveness and hope in remote BC Coastal communities.
- Chinese Outreach: With the wave of Chinese immigration to the Lower Mainland, the Department of Outreach provides funds so that Trinity, Richmond and Faith, Surrey and White Rock Mission, White Rock can have Chinese pastors working among Chinese people.
- Grants for schools and school development;
- Financial aid for church work students
- Redeemer Lutheran Church in Kitimat - a small, geographically isolated congregation. Under the able leadership of Pastor Clint Magnus, the congregation in Kitimat not only serves the people of Kitimat but also has started a church in Terrace that is quite involved in that community and they do some work in Kitimat Village among the First Nations people.

We will be writing a separate letter to give you more information about how your continued missions support to the District is making a difference.

Meanwhile, may God bless you and keep you as you live in Christ our Lord!

Sincerely in Christ,



Rev. Donald Schiemann, President  
Alberta-British Columbia District  
Lutheran Church-Canada

**From:** Bethany Lutheran Church [mailto:bethany.lutheran.1@gmail.com]  
**Sent:** March-07-15 10:19 AM  
**To:** Kurt Robinson  
**Subject:** Mission Remittances

Kurt;

We wanted to let you know that our Council has decided that we will be sending a portion of our Mission Remittances directly to LCC, and the District portion to the District.

Kurt;

Things were a bit unsettled with our own finances due to the CEF crisis, but we hope to catch up on our remittances and continue to make them in a timely manner.

The amount we will be submitting each month to District will be \$291.66.

Continuing to keep you in prayer;

Pastor Tom Kruesel  
Campbell River, BC

THIS IS EXHIBIT " E " referred to in the Affidavit of  
Kurtis Robinson  
Sworn before me this 19  
Day of March, 2015  
A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

FRANCIS N.J. TAMAN  
BARRISTER & SOLICITOR

**From:** [jamespaulgaard@gmail.com](mailto:jamespaulgaard@gmail.com) [[jamespaulgaard@gmail.com](mailto:jamespaulgaard@gmail.com)] on behalf of James Paulgaard  
[[jamespaulgaard@wglc.org](mailto:jamespaulgaard@wglc.org)]  
**Sent:** 04 March 2015 18:16  
**To:** Don Schiemann; president  
**Subject:** Mission remittances from Walnut Grove Lutheran Church

Dear Pastor Bugbee and Pastor Schiemann,

Both of you and the others leaders and support staff who surround you continue to be in our prayers here at Walnut Grove Lutheran Church.

Regarding our Mission Remittances, Walnut Grove Lutheran Church has budgeted \$18,500 per year or \$1,541.66 per month for Mission Remittances which, in the past, we have been sending to ABC District Office by cheque dated for the 15th of each month. Effective immediately, we are going to start sending two cheques for our mission remittances: one for 35% of the budgeted monthly mission

remittance (\$539.58) to the Synod Office, and a second cheque for 65% (\$1002.08) to the ABC District Office. Because it seems to us that the Synod Office did not receive funds from the ABC District for February 2015, for March 15 only we will be sending 70% (\$1079.16) to the Synod Office and 30% (\$462.50) to the ABC District.

May God continue to grant both of you the wisdom, courage and strength that is needed to lead Christ's church through these difficult times!

God's peace,  
James Paulgaard





LAND TITLE CERTIFICATE

S LINC SHORT LEGAL TITLE NUMBER
0021 599 544 4;28;24;2;SW 061 231 889

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 28 TOWNSHIP 24 SECTION 2 PORTION OF SOUTH WEST QUARTER LYING SOUTH OF RIGHT OF WAY RY331 CONTAINING 40.9 HECTARES (101 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS

THIS IS EXHIBIT 'F' referred to in the Affidavit of Kurtis Robinson Sworn before me this 19 Day of March A.D. 2015 Commissioner for Oaths IN AND FOR THE PROVINCE OF ALBERTA

ESTATE: FEE SIMPLE

FRANCIS N.J. TAMAN BARRISTER & SOLICITOR

MUNICIPALITY: CITY OF CHESTERMERE

REFERENCE NUMBER: 051 271 617

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 061 231 889, 10/06/2006, TRANSFER OF LAND, \$1,616,000, \$1,616,000

OWNERS

ENCHARIS COMMUNITY HOUSING AND SERVICES. OF SUITE 131,285030 LUTHER ROSE BOULEVARD NE CALGARY ALBERTA T1X 1M9

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row 1: 8180KU, 17/05/1971, IRRIGATION ORDER/NOTICE THIS PROPERTY IS INCLUDED IN THE WESTERN IRRIGATION DISTRICT. Row 2: 5059KU, 12/02/1971, UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 061 231 889

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		"W 20 FT AND S 20 FT"
3175KY	11/03/1971	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED. AS TO PORTION OR PLAN:8071JK "30 FT STRIP"
771 039 700	01/04/1977	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
001 337 989	24/11/2000	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
021 158 496	09/05/2002	DISCHARGE OF UTILITY RIGHT OF WAY 001337989 PARTIAL EXCEPT PLAN/PORTION: 0211414
061 231 890	10/06/2006	MORTGAGE MORTGAGEE - LUTHERAN CHURCH-CANADA THE ALBERTA-BRITISH COLUMBIA DISTRICT. 7100 ADA BOULVARD EDMONTON ALBERTA T5B4E4 ORIGINAL PRINCIPAL AMOUNT: \$45,000,000
061 231 891	10/06/2006	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - LUTHERAN CHURCH-CANADA THE ALBERTA-BRITISH COLUMBIA DISTRICT. 7100 ADA BOULEVARD EDMONTON ALBERTA T5B4E4 AGENT - RONALD G CHOWNE
111 319 853	07/12/2011	MORTGAGE MORTGAGEE - CONCENTRA TRUST. 7100 ADA BOULEVARD EDMONTON ALBERTA T5B4E4 ORIGINAL PRINCIPAL AMOUNT: \$4,000,000
111 319 854	07/12/2011	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CONCENTRA TRUST. 7100 ADA BOULEVARD EDMONTON ALBERTA T5B4E4 AGENT - JOHN B WILLIAMS

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3  
# 061 231 889

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

111 319 855 07/12/2011 MORTGAGE  
MORTGAGEE - CONCENTRA TRUST.  
7100 ADA BLVD  
EDMONTON  
ALBERTA T5B4E4  
ORIGINAL PRINCIPAL AMOUNT: \$3,950,000  
(DATA UPDATED BY: TRANSFER OF MORTGAGE  
141049523)

111 319 856 07/12/2011 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES  
CAVEATOR - CONCENTRA TRUST.  
7100 ADA BLVD  
EDMONTON  
ALBERTA T5B4E4  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
141049524)

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 10 DAY OF MARCH,  
2015 AT 03:42 P.M.

ORDER NUMBER: 27991323

CUSTOMER FILE NUMBER: 103,007-003



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S LINC SHORT LEGAL TITLE NUMBER
0026 240 663 9423702;;C 942 359 727

LEGAL DESCRIPTION
PLAN 9423702
LOT C
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 9.12 HECTARES (22.54 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;54;16;W

MUNICIPALITY: CITY OF ST. ALBERT

REFERENCE NUMBER: 942 359 646

THIS IS EXHIBIT "G" referred to in the Affidavit of Kurtis Robinson Sworn before me this 19 Day of March A.D. 2015

FRANCIS N.J. TAMAN BARRISTER & SOLICITOR

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 942 359 727, 22/11/1994, TRANSFER OF LAND, \$573,500, \$573,500

OWNERS
LUTHERAN CHURCH-CANADA THE ALBERTA-BRITISH COLUMBIA DISTRICT.
OF 7100 ADA BOULEVARD
EDMONTON
ALBERTA T5B 4E4

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row 1: 892 228 285, 07/09/1989, UTILITY RIGHT OF WAY... Row 2: 942 359 649, 22/11/1994, CAVEAT RE: DEVELOPMENT AGREEMENT...

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
--------	--------------	-------------

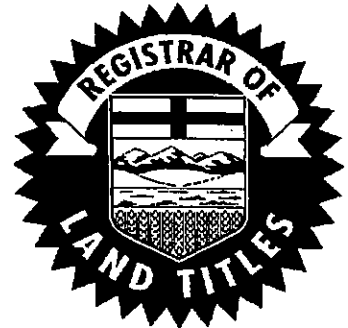
		90. 9601 - 100TH STREET MORINVILLE ALBERTA T0G1P0 AGENT - SHEILA C MCNAUGHTAN
012 386 392	28/11/2001	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 AS TO PORTION OR PLAN:PORTION (DATA UPDATED BY: CHANGE OF NAME 042545290)
132 192 852	27/06/2013	CAVEAT RE : RIGHT OF FIRST REFUSAL CAVEATOR - LANDREX HUNTER RIDGE INC. 220 SUMMIT PLAZA 190 BOUDREAU ROAD ST. ALBERT ALBERTA T8N6B9 AGENT - GARRY G. WETSCH
132 415 098	19/12/2013	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF ST. ALBERT. AS TO PORTION OR PLAN:1325385 AS TO AREA 'C'

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 10 DAY OF MARCH,  
2015 AT 03:46 P.M.

ORDER NUMBER: 27991395

CUSTOMER FILE NUMBER: 103,007-003



\*END OF CERTIFICATE\*

( CONTINUED )

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



**2014 PROPERTY ASSESSMENT AND TAX NOTICE**

DUE DATE: June 30, 2014

**RECEIVED**

JUN 02 2014

Date Mailed: May 29, 2014

LUTHERAN CHURCH-CANADA  
 THE ALBERTA-BRITISH COLUMBIA DISTRICT  
 7100 ADA BOULEVARD  
 EDMONTON AB T5B4E4

ROLL NUMBER	124352	ACCESS	65326581
PROPERTY ADDRESS	2 54211 RGE RD 253		
LEGAL DESCRIPTION	9423702;OT		

ASSESSMENT CLASS			ASSESSMENT VALUE	
80018	Class 3 - Annexation Agricultural Taxable	Jan 1, 2014 to Dec 31, 2014	LAND	6,100
110058	Class 2 - Annexation Religious Exempt	Jan 1, 2014 to Dec 31, 2014	LAND & BUILDING	1,583,000

DESCRIPTION	CLASS	PERIOD OF TAXATION	RATE	AMOUNT
Education - Residential Public ( 100% )	80018	Jan 1, 2014 to Dec 31, 2014	2.50220	15.26
<b>TOTAL PROVINCIAL EDUCATION TAXES</b>				<b>15.26</b>
Municipal - Farm	80018	Jan 1, 2014 to Dec 31, 2014	8.66440	52.85
<b>TOTAL MUNICIPAL TAXES</b>				<b>52.85</b>
Sturgeon Foundation Requisition	80018	Jan 1, 2014 to Dec 31, 2014	0.09080	0.55
<b>TOTAL CURRENT YEAR TAXES</b>				<b>68.66</b>
<b>TOTAL DUE</b>				<b>68.66</b>

Adjustments or payments made between May 22 and May 29 are not included in above amounts.  
 Assessment appeals for non-linear properties must be received in writing by July 28, 2014. Please see reverse for appeal instructions.  
 If you would like information about enrolling in the Pre-Authorized Tax payment plan, please contact Taxation at 780-459-1516.

Customer Copy

**TOTAL DUE JUNE 30, 2014**

<b>AMOUNT DUE</b>
<b>\$68.66</b>

City of St. Albert

2014 PROPERTY ASSESSMENT AND TAX NOTICE  
 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT  
 SEE REVERSE FOR PAYMENT AND PENALTY INFORMATION

<b>AMOUNT DUE</b>	<b>\$68.66</b>
<b>PAYMENT DUE ON OR BEFORE</b>	<b>June 30, 2014</b>
<b>AMOUNT PAID</b>	

LUTHERAN CHURCH-CANADA  
 THE ALBERTA-BRITISH COLUMBIA DISTRICT  
 7100 ADA BOULEVARD  
 EDMONTON AB T5B4E4

ROLL 124352  
 CIVIC 2 54211 RGE RD 253



FRANCIS N.J. TAMAN  
 BARRISTER & SOLICITOR

THIS IS EXHIBIT "H" referred to in the Affidavit of Kurtis Robinson  
 Sworn before me this 19<sup>th</sup> Day of March A.D. 2015  
 FRANCIS N.J. TAMAN  
 A COMMISSIONER IN AND FOR THE PROVINCE OF ALBERTA

02688 900



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0017 524 845 4592NY;6;6 102 074 715

LEGAL DESCRIPTION
PLAN 4592NY
BLOCK 6
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.63 HECTARES (4.03 ACRES) MORE OR LESS

THIS IS EXHIBIT "I"
referred to in the Affidavit of
Kurtis Robinson
Sworn before me this 19
Day of March, A.D. 2015
[Signature]
COMMISSIONER FOR CIVILS
IN AND FOR THE PROVINCE OF ALBERTA

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;24;53;40;RL
MUNICIPALITY: CITY OF EDMONTON
REFERENCE NUMBER: 982 085 186

FRANCIS N.J. TAMAN
BARRISTER & SOLICITOR

Table with 5 columns: REGISTRATION, DATE (DMY), REGISTERED OWNER(S), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 102 074 715, 08/03/2010, TRANSFER OF LAND, \$2,500,000, \$2,500,000

OWNERS
LUTHERAN CHURCH-CANADA THE ALBERTA-BRITISH COLUMBIA DISTRICT.
OF 7100 ADA BLVD
EDMONTON
ALBERTA T5B 4E5

ENCUMBRANCES, LIENS & INTERESTS
Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS

NO REGISTRATIONS

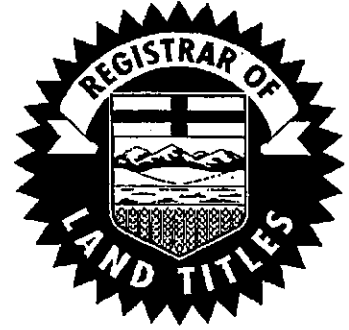
TOTAL INSTRUMENTS: 000



THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 9 DAY OF MARCH,  
2015 AT 01:31 P.M.

ORDER NUMBER: 27979158

CUSTOMER FILE NUMBER: 103,007-003



\*END OF CERTIFICATE\*

---

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



**THIS IS NOT  
A TAX BILL**

**YOUR TAX NOTICE WILL  
ARRIVE IN MAY 2015**

**RECEIVED**  
JAN 06 2015



**DATE OF MAILING: 02-JAN-2015**

LUTHERAN CHURCH-CANADA THE ALBERTA-  
BRITISH COLUMBIA DISTRICT  
7100 ADA BOULEVARD NW  
EDMONTON AB T5B 4E4

**YOUR PROPERTY  
IS ASSESSED AT**

**\$3,508,500**

*This value is determined by the City based  
on local market conditions as of July 1, 2014.*

## 2015 PROPERTY ASSESSMENT NOTICE—ACCOUNT 5404827

### ASSESSMENT DETAILS

**Property Use**  
100% UNDEVELOPED MULTI-RESIDENTIAL LAND (Ø12)  
Taxable

**Assessment Class**      **Status**  
Other Residential                      100%

### ESTIMATED PROPERTY TAX

**2015 Assessment: \$3,508,500**  
**2014 Assessment: \$3,437,000.**

**2015 Estimated Taxes: \$29,369.00**  
**2014 Taxes: \$30,396.00**

*This estimate does not include 2015 budget  
increases. Refer to the back of this notice  
for more details.*

### PROPERTY DETAILS


**Valuation Group**  
Land  
**Neighbourhood**  
Beverly Heights  
**Account Owners**  
Lutheran Church-Canada The  
Alberta-British Columbia District

**Property Type**  
Land and Improvement  
**Property Address**  
11515 36 Street NW  
**Legal Description**  
Plan:4592NY Block:6 Lot6


**School Support Declaration**  
Public 100%  
Separate 0%  
Undeclared 0%

THIS IS EXHIBIT "J"  
referred to in the Affidavit of  
*Kurtis Robinson*  
Sworn before me this 19  
Day of March A.D. 2015  
*[Signature]*  
A COMMISSIONER WITH OATHS  
IN HAND FOR THE PROVINCE OF ALBERTA

**FRANCIS N.J. TAMAN**  
BARRISTER & SOLICITOR

  
Learn how assessment relates  
to taxes and confirm assessment  
details about your property.  
**Your password: P5V9Q**  
[edmonton.ca/assessment](http://edmonton.ca/assessment)

  
Address concerns related to  
your assessment or update  
information about your property.  
[assessment@edmonton.ca](mailto:assessment@edmonton.ca)  
or call 311 (780-442-5311)

  
Learn more about the Assessment  
Review Board complaint process or  
file a formal complaint.  
[edmontonarb.ca](http://edmontonarb.ca)  
**Deadline: 10-MAR-2015 Fee: \$650**

Are we addressing your assessment-related needs? Tell us about your experience.  
[edmonton.ca/assessment](http://edmonton.ca/assessment)

# YOUR ASSESSMENT NOTICE EXPLAINED

## ASSESSMENT VALUE

This assessment notice reflects the market value of your property as of July 1, 2014 and the physical condition of your property as of December 31, 2014—as required by provincial legislation. If your property was only partially complete as of December 31, your assessment reflects the value of the land plus the value of the building, based on the percent complete.

All Edmonton property owners receive annual assessment notices in January and tax notices in May. This process gives you time to review your property's assessed value and contact the City of Edmonton if you have any questions.

## ESTIMATED PROPERTY TAX

The assessed value of your property determines your share of property taxes.

The 2015 estimated property tax is based on last year's provincial education and municipal budgets, and on this year's assessed value of your property. It does not include any recent 2015 budget decisions made by City Council nor any local improvement charges you may be required to pay.

Factors that could affect both your estimated and previous year's property tax amounts also include an assessment correction, Assessment Review Board decision, supplementary assessment, change in exemption status or change in land use.

Your actual property tax will be known only when the final City budget is approved in April and the provincial education tax is known. This amount will be stated on your property tax notice, which will arrive in May 2015.

## SCHOOL SUPPORT

School Support Declaration indicates how you choose to allocate your school support. If it is listed as "undeclared," the City of Edmonton has no record of receiving a completed school support declaration from you. If you would like to change your school support, submit a form available in the "Forms" section on [edmonton.ca/assessment](http://edmonton.ca/assessment) or call 311 (780-442-5311, if outside Edmonton) to have this form mailed to you.

## STEPS TO TAKE IF YOU DON'T AGREE WITH YOUR ASSESSMENT

### ONLINE RESOURCES

[edmonton.ca/assessment](http://edmonton.ca/assessment)

**General information:** Learn how the City assesses Edmonton properties and how this process relates to property taxes and available municipal services.

**Property-specific details:** Verify and review information specific to your property through the password-protected section of our website.

**Tax estimator:** Estimate what your taxes will be—based on your current assessment and the estimated increases in municipal and provincial education tax.

**Maps:** Browse interactive maps to review basic assessment information about Edmonton properties and see what municipal facilities and services are available within your neighbourhood.

**Forms:** Visit this section if you wish to make changes to your account information, request assessment documents or submit other changes that require your signature.

### ONE-ON-ONE SUPPORT

311

[assessment@edmonton.ca](mailto:assessment@edmonton.ca)

If you have come across an error in your assessment notice, call 311 (780-442-5311, if outside Edmonton) before filing a formal complaint with the Assessment Review Board.

Most assessment-related concerns can be resolved by speaking with a 311 agent or assessor. Confirmed errors can be corrected with no formal complaint fees required.

To help us address your concerns more effectively, please have this assessment notice in front of you with the Account and Valuation Group information ready.

### FORMAL COMPLAINT

780-496-5026

[edmontonarb.ca](http://edmontonarb.ca)

If you disagree with your assessment, you can file a formal complaint with the Assessment Review Board (ARB). You can file it online at [edmontonarb.ca](http://edmontonarb.ca), in person or by mail:

Clerk of the Assessment Review Board  
Main Floor, Churchill Building  
10019 103 Avenue NW  
Edmonton, AB T5J 0G9

**Forms:** All forms are available online, through 311 or at the ARB.

**Agent authorization:** If you have hired someone to represent you, a completed agent authorization form must be submitted at the time of filing.

**Filing fee and deadline:** Your duly completed complaint form and filing fee must be received by the ARB no later than the deadline date indicated on the front of this notice.

**Late complaints:** Complaints received by the ARB after the deadline date are invalid and will not be heard. Your filing fee will not be refunded.



#### ACCESS TO INFORMATION

Pursuant to Section 299 of the Municipal Government Act (MGA), you are entitled to see or receive sufficient information to show how the assessor prepares the assessment of your property for the current year. The City must provide the requested information within 15 days of receiving the request. Pursuant to Section 300 of the MGA, you are also entitled to see or receive a summary of any assessed property in the municipality. The City must provide the requested information within 15 days of receiving the request, for the first five properties requested in any given year. All requests for information under Sections 299 or 300 must be in writing and addressed to the Assessment & Taxation Branch, Information Management Centre.



LAND TITLE CERTIFICATE

S  
 LINC                                      SHORT LEGAL                                      TITLE NUMBER  
 0027 612 548                              9812469;25                                      061 231 885 +177

LEGAL DESCRIPTION  
 CONDOMINIUM PLAN 9812469  
 UNIT 25  
 AND 71 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY  
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
 ATS REFERENCE: 4;28;24;19;E

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 981 274 374 +24

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
061 231 885	10/06/2006	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS  
 ENCHARIS COMMUNITY HOUSING AND SERVICES.  
 OF SUITE 131,285030 LUTHER ROSE BOULEVARD NE  
 CALGARY  
 ALBERTA T1X 1M9

ENCUMBRANCES, LIENS & INTERESTS			
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS	
981 274 376	08/09/1998	RESTRICTIVE COVENANT	THIS IS EXHIBIT "K" referred to in the Affidavit of Kurtis Robinson Sworn before me this 19 Day of March A.D., 20 15  FRANCIS N.J. TAMAN BARRISTER & SOLICITOR (IN AND FOR THE PROVINCE OF ALBERTA)
981 274 377	08/09/1998	RESTRICTIVE COVENANT	
981 274 379	08/09/1998	AGREEMENT RE: EASEMENT, ENCROACHMENT AND PARTY WALL	
991 239 204	19/08/1999	LEASE LESSEE - DONNA CHRISTENSEN	FRANCIS N.J. TAMAN BARRISTER & SOLICITOR

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		LESSEE - HAROLD BECKER BOTH OF: 223 DAYSPRING BAY CALGARY ALBERTA T1X1G3 AS JOINT TENANTS COMMENCING ON THE 30 DAY OF JULY , 1999 FOR THE LIFE OF DONNA CHRISTENSEN AND HAROLD BECKER
991 239 205	19/08/1999	LEASEHOLD TITLE APPLICATION NEW TITLE ISSUED AFFECTS INSTRUMENT: 991239204
981 274 372	08/09/1998	EASEMENT OVER AND FOR BENEFIT OF: SEE INSTRUMENT "ENDORSED BY 991265940 ON 19990913"
001 042 374	15/02/2000	EASEMENT SEE EASEMENT FOR DOMINANT & SERVIENT TENEMENT

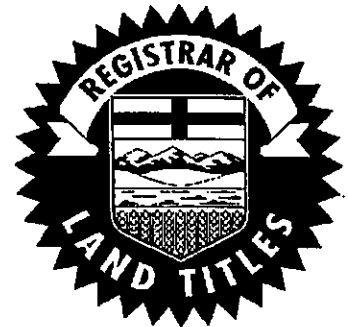
\* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL PLAN SHEET

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MARCH, 2015 AT 10:31 A.M.

ORDER NUMBER: 28004347

CUSTOMER FILE NUMBER: 103007-003



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**991239204**

**ORDER NUMBER: 28004389**

THIS IS EXHIBIT "L"  
referred to in the Affidavit of  
Kurtis Robinson  
Sworn before me this 19  
Day of March, 2015  
A COMMISSIONER  
IN AND FOR THE PROVINCE OF ALBERTA

**FRANCIS N.J. TAMAN  
BARRISTER & SOLICITOR**

**ADVISORY**

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

# MASUCH, ALBERT & NEALE

Barristers & Solicitors

C200, 9705 Horton Road S.W.  
Calgary, Alberta T2V 2X5

Fax: (403) 543-1111  
Telephone: (403) 543-1100

DATE FILE 99-10-7781/JSP /jmh

YOUR FILE

August 16, 1999

The Registrar  
South Alberta Land Registration District  
Calgary, Alberta

Dear Sir/Madam

Re: Condominium Plan 9812469, Unit 25  
DONNA CHRISTENSEN AND HAROLD BECKER

We are Solicitors for LESSEE(S), the Life Residents in a Life Lease dated July 19, 1999, for the property legally described as:

Condominium Plan 9812469

Unit 25

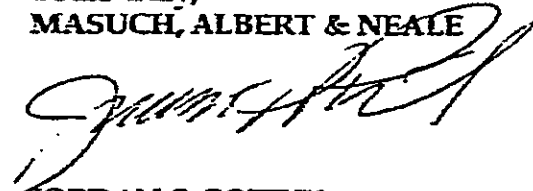
And 71 Undivided One Ten Thousand Shares in the Common Property Therein  
Excepting Thereout all Mines and Minerals

Please accept this letter as a formal request to issue a Leasehold Title for the above captioned property, pursuant to the Life Lease with the registered owners described as:

DONNA CHRISTENSEN and HAROLD BECKER both of 223 Dayspring Bay N.E.,  
Calgary, Alberta T1X 1G3, As Joint Tenants

The Commencement date for this Lease is July 30, 1999.

Yours truly,  
MASUCH, ALBERT & NEALE



JORDAN S. POTLUK

/jmh

## LIFE LEASE

THIS LIFE LEASE made this 16 day of AUGUST, 1999.

**BETWEEN:**

**LUTHERAN CHURCH-CANADA, ALBERTA-BRITISH COLUMBIA DISTRICT**  
(hereinafter referred to as the "Landlord")

- and -

**DONNA CHRISTENSEN and HAROLD BECKER of**  
**223 DAYSPRING BAY, CALGARY, ALBERTA, T1X 1G3, AS JOINT TENANTS**

(hereinafter individually or collectively referred to as the "Life Resident")

**RECITALS:**

A. The Landlord is, or is entitled to become, the registered owner of certain lands (the "Lands") located in the Municipal District of Rocky View, Alberta and legally described as follows:

Condominium Plan No. 9812469  
Units 1 to 40  
And all Common Property Therein

B. The Landlord is developing and constructing upon the Lands a not-for-profit residential housing project for the use and benefit of senior citizens;

C. It is the Landlord's intention to establish and maintain a living environment within such project which will provide security, privacy, dignity, independence, spiritual sustenance and a sense of community for senior citizens, all within the framework of traditional Christian values as expressed in the Lutheran Church-Canada; and



D. The Life Resident wishes to acquire a lifetime tenancy of Unit No. 25 in the project on the following terms and conditions.

**ARTICLE 1 - DEFINITIONS**

1.1 In this Life Lease:

- (a) "*Accounting Period*" means the calendar year or such other accounting year as the Landlord may adopt from time to time for the Project;
- (b) "*Act*" means the Condominium Property Act, Revised Statutes of Alberta, 1980, Chapter C-22, as amended from time to time, or any statute or statutes passed in substitution therefore;
- (c) "*Building*" means the building now or hereafter constructed upon and forming part of the Leased Premises as shown outlined in green on Schedule "A" attached, and "*Buildings*" means all of the buildings now or hereafter constructed upon any and all of the Residential Units;
- (d) "*Commencement Date*" means the earlier of:
  - (i) the date the Life Resident occupies the Unit; or
  - (ii) the date the Leased Premises are available for occupancy by the Life Resident, as determined by the Landlord;
- (e) "*Common Property*" means so much of the Lands as is not comprised in or does not form a part of any Unit, together with the roads, the water distribution system and the sewage disposal system which service the Lands;
- (f) "*Common Property Unit*" means any Unit shown on the Condominium Plan that is not a Residential Unit;
- (g) "*Condominium Plan*" means the plan registered at the South Alberta Land Titles Office under the Act as No. 9812469;
- (h) "*Estimated Commencement Date*" means the 30th day of July, 1999;
- (i) "*Landlord*" means Lutheran Church-Canada, Alberta-British Columbia District and its successors and assigns;

- (j) *"Leased Premises"* means Condominium Unit No. 25 in Condominium Plan No. 9812469 as shown outlined in red on Schedule "A" attached hereto;
- (k) *"Life Lease"* means this Agreement, together with all attached schedules and acknowledgments, as the same may be amended in writing from time to time;
- (l) *"Life Lease Entrance Fee"* means the sum of \$178,900.00, subject to adjustment for changes to the Unit requested by the Life Resident, property taxes and such other adjustments as are commonly made in conveyancing practice in Calgary;
- (m) *"Offer"* means the Offer to Lease executed by the Life Resident and the Landlord relating to the Leased Premises and this Life Lease;
- (n) *"Project"* means all of the real and personal property and fixtures comprising the Lands and the Buildings thereon which constitute the Units and the Common Property;
- (o) *"Project Recoverable Costs"* means, for any Accounting Period, the total of all costs, expenses and amounts paid or payable, whether by the Landlord or others on behalf of the Landlord, in connection with the complete maintenance, operation, management, repair and replacement of the Project including, without limitation:
  - (i) the cost of all operating expenses of the Project such as snow removal from streets and sidewalks, landscaping and grounds keeping of Units and Common Property;
  - (ii) maintenance and repair of all internal roads and sidewalks and the road on the south boundary of the Project;
  - (iii) the cost of maintaining and repairing the Buildings;
  - (iv) the cost of management of the Project and the administration of housing, recreation and social programs for the Project and its Residents, including acquiring, maintaining and replacing equipment and premises to service such programs;
  - (v) the cost of all insurance for fire, liability or other casualties and any such other insurance as the Landlord may effect, or as may be required by any mortgagee to be effected, on the Project;

- (vi) all costs of utilities and related services provided to the Project which are not charged directly to the Residents by meter or otherwise;
  - (vii) all reserves set up by the Landlord, including, without limitation, a general operating reserve, a reserve for replacements and a vacancy reserve; and
  - (viii) Taxes levied and assessed in respect of Common Property Units.
- (p) "*Proportionate Share*" means that fraction which has as its numerator the Rentable Area of the Leased Premises and as its denominator the Total Project Rentable Area;
- (q) "*Recoverable Costs*" means, in relation to the Leased Premises, the amount determined by multiplying the Project Recoverable Costs by the Proportionate Share;
- (r) "*Rentable Area*" means, in respect of the Leased Premises, or of any other Residential Unit in the Project, the area of the building constructed upon such Unit, expressed in square feet, and computed by measuring, in the case of outer building walls, from the outside surface of such walls, and in the case of partition walls separating such building from adjoining Buildings, from the center line of such partitions;
- (s) "*Resident*" or "*Residents*" means a person or persons who has or have signed a life lease with the Landlord for a Residential Unit in the Project on terms similar to the terms hereof, but excludes those persons who have terminated or surrendered their life lease pursuant to the terms thereof;
- (t) "*Residential Unit(s)*" means a Unit which is used or intended to be used for residential purposes together with all of the interest in the common elements belonging to that Unit and the building constructed on that Unit;
- (u) "*Taxes*" means all property taxes, rates, duties, levies and assessments whatsoever, whether municipal, provincial, federal or otherwise, levied, imposed or assessed against the Project or individual Units, including those levied, imposed or assessed for education, schools and local improvements and including all costs and expenses incurred by the Landlord in contesting, resisting or appealing any such taxes, rates, duties, levies or assessments;

- (v) "Term" means the period equal to the duration of the life of the Life Resident, or if there is more than one Life Resident, the life of the survivor of them, commencing on the Commencement Date, subject to earlier termination or surrender in accordance with the specific provisions hereof;
- (w) "Title" means the leasehold title issued with respect to the Unit;
- (x) "Total Project Rentable Area" means the aggregate of the Rentable Areas of all Residential Units determined and adjusted from time to time in accordance with the provisions of this Life Lease;
- (y) "Unit" means an area designated as a Unit by the Condominium Plan, including, without restricting the generality of the foregoing, a Residential Unit and a Common Property Unit.

#### ARTICLE 2 - DEMISE AND TERM

2.1 In consideration of the rents, charges, covenants and agreements herein contained on the part of the Life Resident to be paid, observed and performed, the Landlord hereby demises and leases to the Life Resident and the Life Resident hereby leases from the Landlord the Leased Premises for the Term.

2.2 If the Landlord is delayed in delivering possession of the Leased Premises beyond the Estimated Commencement Date, then the Life Resident shall take possession of the Leased Premises on the date that the Landlord actually delivers possession of the Leased Premises (which shall be not later than 60 days after the Estimated Commencement Date). The Landlord shall not be liable to the Life Resident in any way for a failure to deliver possession of the Leased Premises by the Estimated Commencement Date. Unless any such delay is principally caused by or attributable to the Life Resident, no Recoverable Costs shall be payable by the Life Resident for the period prior to the date on which the Landlord delivers possession of the leased Premises to the Life Resident.

#### ARTICLE 3 - ENTRANCE FEE AND RECOVERABLE COSTS

3.1 On or before the Commencement Date, the Life Resident shall pay to the Landlord the amount of the Life Lease Entrance Fee together with the costs of any changes to the Leased Premises made at the Life Resident's request (the "Change Order Amounts"). The Change Order Amounts shall be deemed to be part of the Life Lease Entrance Fee.

3.2 In addition to payment of the Life Lease Entrance Fee, the Life Resident shall pay to the Landlord Recoverable Costs as herein provided, without any prior demand therefor and without any deduction, abatement, set-off or compensation whatsoever save as expressly provided in this Life Lease. The Life Resident agrees to pay to the Landlord, in addition to the Life Lease Entrance Fee and Recoverable Costs, any goods and services tax, business transfer tax, value-added tax, multi-stage sales tax, sales, use or consumption tax, or any like tax imposed by any governmental authority in respect of this Life Lease or in respect of the property and services provided hereunder, including without limitation, such taxes calculated on or in respect of any fees or other charges payable under this Life Lease. Any such tax shall be deemed not to be rent, but the Landlord shall have the same remedies for and rights of recovery of such amount as it has for recovery of rent under this Life Lease. The obligation to pay Recoverable Costs (and adjustments thereto) shall survive the expiration or sooner termination of this Life Lease. All amounts payable under this Life Lease shall, unless otherwise provided, become due with the next installment of Recoverable Costs. The Landlord may, at its option and upon notice to the Life Resident, direct that the Life Resident pay any or all Recoverable Costs by way of post-dated cheques or pre-authorized bank debit and the Landlord may direct the Life Resident to make such payments to any other party specified by the Landlord.

3.3 From and after the Commencement Date the Life Resident shall pay to the Landlord the Recoverable Costs for each Accounting Period by way of monthly installments on the first day of each and every month throughout the Term, and the amount of such installments shall be reasonably stipulated from time to time by the Landlord based upon a budget prepared by the Landlord prior to the commencement of each Accounting Period. Following the end of each Accounting Period the Landlord shall compute the actual Recoverable Costs for such Accounting Period and shall submit a statement thereof to the Life Resident. If the total of the monthly installments of Recoverable Costs paid and payable by the Life Resident in respect of such Accounting Period is less than the actual amount of Recoverable Costs for such Accounting Period, the Life Resident shall immediately pay the difference to the Landlord. If the total of such monthly installments of Recoverable Costs paid and payable is greater than the actual amount of the Recoverable Costs for such Accounting Period, the difference shall either, at the option of the Landlord, be repaid to the Life Resident with such statement, be applied in payment of other amounts owing by the Life Resident or be applied in reduction of future payments due under this Life Lease.

#### ARTICLE 4 - ADDITIONAL LIFE RESIDENT COSTS

4.1 The Life Resident shall pay to the appropriate and lawful taxing authority, or to the Landlord, as appropriate, and shall discharge when the same become due and payable, all Taxes levied and assessed in respect of the Leased Premises. The Landlord shall promptly deliver to the Life Resident copies of assessment notices and tax bills received by the Landlord in respect of the Leased Premises. The Life Resident shall not contest the Taxes levied against the Leased Premises without the Landlord's prior written approval.

4.2 The Life Resident shall be solely responsible for, and promptly pay to the appropriate party, all charges for utilities and like services used or consumed in or provided to the Leased Premises. In no event will the Landlord be liable to the Life Resident in damages or otherwise for failure to supply any third-party services to the Leased Premises.

#### ARTICLE 5 - USE OF UNIT AND PROJECT

5.1 The Leased Premises shall not be occupied by any person who has not obtained his or her 55th birthday. Notwithstanding the foregoing, the Leased Premises may be occupied by a person who has not obtained his or her 55th birthday if that person lives with that person's spouse who has obtained his or her 55th birthday, or if that person has been predeceased by a spouse who had obtained his or her 55th birthday, provided that in either case the spouse is or was an occupant of the Leased Premises.

5.2 For the purpose of Section 5.1, a "spouse" means a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married, and "occupy" or "occupation" means a regular and ordinary presence in the Leased Premises, whether or not the person is frequently absent by reason of employment or ill health.

5.3 A person shall be deemed to be an occupant if that person's occupation of the Leased Premises exceeds sixty (60) consecutive days.

5.4 Notwithstanding Sections 5.1, 5.2 and 5.3, the Leased Premises may be occupied, for a limited period of time and subject to such restrictions as may be specified by the Landlord, by a person who does not meet the above qualifications, if such person is a:

- (a) caregiver to one or both of the Life Residents and the Landlord, in its sole discretion, determines for compassionate reasons that such occupation is necessary or appropriate; or

- (h) pastor or vicar of the congregation that meets in the church/school complex located on the lands legally described as Plan 9712096, Block 1.

5.5 The Life Resident shall occupy the Leased Premises as a private residence for the personal use of the Life Resident and his or her spouse, if any, and for no other purpose, and may enjoy, in common with other Residents, all property and facilities in the Project which are declared by the Landlord to be property and facilities for the common use of Residents, so long as the Life Resident abides by all of the terms of this Life Lease and all rules and regulations formulated by the Landlord from time to time in respect of the Project.

5.6 The Life Resident shall not permit or suffer anything to be done or kept in or about the Leased Premises or any part of the Project which will increase the rate of insurance on the Project or on the contents thereof, or which will obstruct or interfere with the rights of other Residents, or annoy any Residents by unreasonable noises or any other forms of unreasonable behavior, nor will the Life Resident commit or permit any nuisance in or about the Leased Premises or the Project or commit or suffer any illegal act to be committed in or about the Leased Premises or the Project.

#### ARTICLE 6 - ASSIGNMENT AND SUBLETTING

6.1 Subject to Article 6.4, the interests of the Life Resident in and to the Leased Premises and this Life Lease are not assignable nor may the Leased Premises be sublet. The Life Resident may temporarily part with possession of the Leased Premises during the Term but only with the prior written consent of the Landlord. Any request for such consent shall be in writing and accompanied by:

- (a) a true copy of the license to use which shall contain a covenant on the part of the person being granted possession of the Leased Premises to abide by the terms of the Life Lease and the condominium by-laws;
- (b) a Statutory Declaration sworn by the Life Resident declaring that the subtenant or person being granted temporary possession has attained his or her 55th birthday; and
- (c) such additional information as the Landlord may require in respect of the parting with possession.

6.2 The Landlord shall, within 15 days after receiving all of the information required under Section 6.1 above, notify the Life Resident in writing either that (1) it consents or does not consent to the subletting or parting with possession, or (2) it elects to terminate this Life Lease in preference to giving such consent. If the Landlord elects to terminate this Life Lease it shall provide written notice of such election to the Life Resident and shall specify a termination date which shall be no less than 60 days nor more than 90 days following the giving of such notice. If the Landlord elects to terminate this Life Lease by notice to the Life Resident, the Life Resident shall notify the Landlord in writing within 5 days thereafter of the Life Resident's intention either to refrain from such subletting or parting with possession or to accept the termination of the Life Lease. If the Life Resident fails to deliver such notice within such period of 5 days or notifies the Landlord that it accepts the Landlord's termination, this Life Lease will thereby be terminated on the date of termination stipulated in the Landlord's notice. If the Life Resident advises the Landlord that it intends to refrain from such subletting or parting with possession, the Landlord's election to terminate this Life Lease shall become null and void in such instance.

- 6.3 The Life Resident shall not allow any subtenant to
- (a) assign their sublease at any time; or
  - (b) sublease the Unit except in accordance with this part.

6.4 Notwithstanding Article 6.1, with the consent of the Landlord, the Life Resident may assign their interest in the Unit in order to obtain financing for the Life Lease Entrance Fee.

#### **ARTICLE 7 - REPAIRS, ALTERATIONS AND REPLACEMENTS**

7.1 The Life Resident shall, throughout the Term, maintain the interior of the Residence in a clean and orderly condition and shall maintain and either repair or replace, as the case may be, all elements of the interior of the Residence excluding the mechanical components of the furnace, hot water tank, sump pump, dishwasher, washer, dryer, range, and other plumbing, electrical and heating systems and appliances, excluding any items which are not part of the standard specifications of the Residence. The Life Resident shall also be responsible for cleaning plugged toilets, sinks and drains, replacing light bulbs and florescent tubes, and for cleaning, repairing and replacing window glass in the Building. The Life Resident shall promptly notify the Landlord of any damage to the Building and of any break or defect in the plumbing, electrical or heating systems which service the building.



7.2 The Landlord shall carry out all repairs to, and maintenance of, the Leased Premises and the Project which are not specified hereunder as being the responsibility of the Life Resident. The cost of all such repairs and maintenance shall form part of the Project Recoverable Costs; provided however, that if the need for any such repairs or maintenance results from any act, failure to act, neglect or default on the part of the Life Resident or those for whom the Life Resident is responsible, the cost of such repairs or maintenance shall, to the extent not recovered under the Landlord's insurance, be borne entirely by the Life Resident.

7.3 The Life Resident shall not make any exterior or structural change, alteration, addition or improvement to the Building, and shall not make any non-structural change or alteration (including painting or other types of decorating) to the interior of the Building without first obtaining the Landlord's written approval. Any change or alteration proposed by the Life Resident, which is approved by the Landlord, shall be performed with first class materials, in a good and workmanlike manner, in accordance with details and plans approved in advance by the Landlord and in compliance with all applicable laws, by-laws and regulations.

7.4 At the expiration or earlier termination of the Term, any alterations or improvements made to the Building by the Life Resident shall, at the option of the Landlord, remain the property of the Landlord. Alternatively, the Landlord may require the removal of such alterations or improvements and the restoration of the Building to its original condition, all at the sole cost and expense of the Life Resident.

7.5 The Life Resident shall at all times ensure that no person has any right to register any lien against the Leased Premises or the Lands on account of any services or materials supplied to the Leased Premises on account of the Life Resident. In the event of any such lien being so registered, the Life Resident shall promptly discharge the same. The Landlord shall be entitled to discharge any such lien if it has not been discharged by the Life Resident within 5 business days of registration. The Life Resident shall pay to the Landlord, on demand, all amounts, costs and expenses, including the Landlord's legal fees on a solicitor and his own client basis, incurred by the Landlord as a result of its discharging such lien.

#### ARTICLE 8 - INSURANCE

8.1 Throughout the Term the Life Resident shall, at his sole cost and expense, take out and keep in full force and effect, the following insurance:

- (a) comprehensive general liability insurance, including property damage and bodily injury and personal injury liability, with respect to the Leased Premises and the Life Resident's use thereof. Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$1,000,000.00 per occurrence for bodily injury or property damage and shall contain a waiver of subrogation in favour of the Landlord; and
- (b) motor vehicle insurance having third party liability limits not less than \$1,000,000.00 per occurrence covering all vehicles owned or operated by the Life Resident which are at any time brought upon the Lands.

8.2 The Landlord shall at all times throughout the Term insure the Buildings against damage by fire and extended perils to the full replacement cost thereof. The Landlord shall also carry public liability and property damage insurance with respect to the Landlord's operations on the Project and such other form of insurance as the Landlord reasonably considers advisable.

#### ARTICLE 9 - SURRENDER AND TERMINATION OF LIFE LEASE

9.1 Notwithstanding the provisions of Section 2.1 hereof, this Life Lease may be surrendered at the option of the Life Resident (or both Life Residents, if more than one), at any time, after the Commencement Date, upon the expiry of two (2) months written notice to the Landlord.

9.2 Notwithstanding the provisions of Section 2.1 hereof, this Life Lease may be terminated immediately by the Landlord:

- (a) if the Life Resident is in default of payment of Recoverable Costs or any other sums of money, other than the Life Lease Entrance Fee, which are required to be paid by the Life Resident to the Landlord pursuant to any provision of this Life Lease on the day or dates appointed for payment thereof provided the Landlord first gives the Life Resident written notice of the default and the Life Resident fails to cure such default within ten (10) days of receipt of such notice;
- (b) if the Life Resident, or anyone for whom the Life Resident is responsible, fails to observe or perform any other of the terms, covenants or conditions of this Life Lease, provided the Landlord first gives the Life Resident written notice of such failure to perform and the Life Resident, within ten (10) days of receipt of

such notice, fails to commence diligently and, thereafter, to proceed diligently to cure any such failure to perform;

- (c) upon the Landlord making a determination, acting reasonably and compassionately, that the Life Resident's physical or mental condition renders the Life Resident incapable of caring for his or her own needs within the Building;
- (d) in accordance with Article 19 as a consequence of destruction of the Project;
- (e) if the Life Resident purports to assign this Life Lease or to sublet the Leased Premises;
- (f) if the Life Resident temporarily parts with possession of the Leased Premises other than with the Landlord's consent in accordance with Article 6; or
- (g) if the Life Resident is in default of any mortgage or other charge against the Life Resident's interest in the Unit and the mortgagee forecloses upon the Life Resident's interest.

9.3 The Life Resident may nominate an individual (the "Nominee") to lease the Leased Premises after the termination or surrender of this Life Lease (the "Nomination"). The Nomination shall be in writing and must be delivered to the Landlord at least 2 months prior to the termination or surrender of this Life Lease. The Landlord shall consider the Nomination and shall determine, in its sole and unfettered discretion, whether it shall re-lease the Leased Premises to the Nominee. Notwithstanding the foregoing, the Nominee must meet the requirements of Article 5 to be considered by the Landlord. Such Nomination shall not be an assignment or sublease.

#### **ARTICLE 10 - REPAYMENT UPON TERMINATION**

10.1 At the expiration of the Term or upon the earlier termination or surrender of this Life Lease for any reason or cause other than pursuant to Section 19.2 hereof (such date being hereinafter called the "Valuation Date"), the Landlord shall cause an appraisal of the Leased Premises (the "Appraisal") to be completed by an appraiser accredited by the Appraisal Institute of Canada. The Appraisal shall be completed within 30 days of the Valuation Date and shall establish the fair market value of the Leased Premises as at the Valuation Date (the "Redemption Value") in conformity with the standards of the Appraisal Institute of Canada.

10.2 Provided that more than two (2) years have lapsed between the Commencement Date and the Valuation Date, and provided further that the Life Resident has vacated the Leased Premises and removed all of his or her personal property from the Leased Premises, then upon the earlier of:

- (a) the expiry of Six (6) months from the Valuation Date; and
- (b) the date the Landlord re-leases the Leased Premises and receives payment therefor from a new Resident (the "Re-Lease Price");

the Landlord shall pay to the Life Resident, or to the estate of the Life Resident, as the case may be, without interest:

- (c) if the Leased Premises have not been re-leased, the Redemption Value; or
- (d) if the Leased Premises have been re-leased, the Re-Lease Price;

less, in either case:

- (i) any amount owing by the Life Resident to the Landlord pursuant to this Life Lease;
- (ii) any costs or expenses incurred by the Landlord in cleaning or repairing any damage to the Lease Premises or restoring the Building to its original condition, reasonable wear and tear excluded;
- (iii) a transfer fee equivalent to 5% of the Redemption Value or Re-Lease Price, as the case may be;
- (iv) the amount of any outstanding liens and financial charges against the title to the Leased Premises at the Valuation Date which are attributable to the Life Resident.

10.3 If two years or less have lapsed between the Commencement Date and the Valuation Date, the amount to be repaid by the Landlord to the Life Resident, or the Life Resident's estate, as the case may be, shall be the lesser of the Redemption Value of the Leased Premises, the Re-Lease Price or the amount of the Life Lease Entrance Fee, subject, in any case, to adjustment in accordance with the provisions of Section 10.2(d)(i)-(iv).

**ARTICLE 11 - RULES, REGULATIONS AND BY-LAWS**

11.1 The Life Resident and his agents, invitees and licensees shall observe and perform all rules, regulations and condominium by-laws relating to the Project established from time to time and communicated to Residents in writing. Attached hereto as Schedules "B" and "C", respectively, are the rules and regulations and by-laws in effect on the Commencement Date.

**ARTICLE 12 - QUIET ENJOYMENT**

12.1 Subject to the provisions of this Life Lease, so long as the Life Resident has paid the Life Lease Entrance Fee and thereafter pays the Recoverable Costs hereby reserved and makes the other payments required to be made hereunder and observes and performs all the covenants and conditions on the part of the Life Resident herein contained, the Life Resident shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

**ARTICLE 13 - LANDLORD'S DISCLAIMER**

13.1 The Landlord shall not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Life Resident or any person who is in or on the Project at the invitation of or with the consent of the Life Resident, or for any loss or damage or injury to any property belonging to the Life Resident or to any such person while such property is on or in the Project or the Leased Premises, and in particular, but without limiting the generality of the foregoing, the Landlord shall not be liable for any damages of any nature whatsoever to any such property caused by the failure to supply adequate drainage, snow or ice removal, or by reason of the interruption of any public utility or service or in the event of water, rain or snow which may leak into, issue or flow from any part of the Building, or from the water, gas or drainage pipes or plumbing works of the same or for any damage caused by anything done or committed by any of the Residents, but the Landlord will use all reasonable diligence to remedy such condition, failure or interruption of service, after notice of same, when it is within its power and obligation so to do. The Life Resident shall not be entitled to any abatement of Recoverable Costs in respect of any such condition, failure or interruption of services.

**ARTICLE 14 - RESIDENT'S INDEMNITY**

14.1 The Life Resident shall be liable for, and shall indemnify and save harmless the Landlord and the directors, officers, employees, agents and representatives of the Landlord, of and from and against any and all losses, fines, suits, claims, damages, demands and liabilities of any kind or nature whatsoever (including, without limitation, direct losses, costs, damages and expenses, including costs on a solicitor and own client basis) arising out of any breach, violation or non-performance by the Life Resident of any covenant, term or provision of this Life Lease or by reason of any injury occasioned to or suffered by any person or persons or any property by reason of any wrongful act, neglect or default on the part of the Life Resident or any person on or in the Project at the invitation of or with the consent of the Life Resident.

**ARTICLE 15 - DELAYS**

15.1 Whenever and to the extent that the Landlord is unable to fulfill, or is delayed or restricted in the fulfillment of any obligation hereunder by reason of any cause or matter beyond its control, the Landlord shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay or restriction, or shall be relieved from the fulfillment of such obligation if due to inability, and the Life Resident shall not be entitled to any compensation for any inconvenience, nuisance or discomfort thereby occasioned.

**ARTICLE 16 - REMEDYING OF DEFAULT**

16.1 In addition to all rights and remedies of the Landlord available to it in the event of any default hereunder by the Life Resident either by any provision of this Life Lease or by statute or common law, the Landlord shall have the right at all times to remedy or attempt to remedy any default of the Life Resident, and in so doing may make any payments due or alleged to be due by the Life Resident to third parties and may enter upon the Leased Premises and into the Building to do any work or other things therein, and in such event all costs, charges and expenses of the Landlord in remedying or attempting to remedy such default, together with interest thereon from the date of the Landlord incurring such expenses, at a rate of TWELVE (12%) PER CENT per annum, compounded monthly, shall be payable by the Life Resident to the Landlord immediately upon demand; and

16.2 The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Life Resident, either by any provisions of this Life Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions

hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

**ARTICLE 17 - NON-WAIVER BY LANDLORD**

17.1 No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Life Resident at any time or times in respect of any covenants, provisos or conditions herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only an express waiver in writing.

**ARTICLE 18 - LANDLORD'S RIGHT TO DO WORK**

18.1 The Landlord is entitled, at any time and as it sees fit, to make any additions to and/or improvements or installations in and/or repairs to the Project and whenever reference is made in this Life Lease to the Project it shall mean the Project as the same may be changed, added to or improved from time to time. In relation to any such additions, improvements, installations or repairs the Landlord may cause such reasonable obstructions of and interference with the use or enjoyment of the Building or the Project as may be reasonably necessary for the purposes aforesaid and may interrupt or suspend the supply of electricity, water or other services when necessary and until said additions, improvements, installations or repairs shall have been completed, there shall be no abatement in the payment of Recoverable Costs nor shall the Landlord be liable in any manner by reason thereof; provided that all such additions, improvements, installations or repairs shall be made as expeditiously as reasonably possible.

18.2 The Landlord and any persons authorized by the Landlord shall have the right to use, install, maintain and/or repair pipes, wires, ducts or other installations in, under or through the Leased Premises for or in connection with the supply of any services to the Leased Premises or any other Residential Unit in the Project. Such services may include, without limitation, gas, electricity, water, sanitation, telephone, air-conditioning, cable, heating and ventilation. The Recoverable Costs payable hereunder shall in no way abate while such use, installation, maintenance and/or repair is being carried out.

**ARTICLE 19 - DAMAGE OR DESTRUCTION**

19.1 If the Building shall be damaged by fire or other casualty required to be insured against by the Landlord pursuant to Section 8.2, the Landlord shall with reasonable dispatch after receipt of notice of said damage, repair or replace or cause to be repaired or replaced, the Building. Notwithstanding the foregoing, the Landlord shall not be required to repair or replace alterations or additions made to the Building by the Life Resident, or any equipment, fixtures or decorations installed by the Life Resident, or any previous Resident, in the Building.

19.2 If the Building is damaged or destroyed and the Landlord, acting reasonably, determines that the Building cannot be rebuilt or repaired within 90 days of the event of damage or destruction, then the Landlord shall be entitled to terminate this Life Lease by giving the Life Resident, within Thirty (30) days of such damage or destruction, notice of termination, and thereupon the Recoverable Costs and other amounts owing by the Life Resident under this Life Lease shall be apportioned and paid to the date of such damage or destruction and the Life Resident shall immediately deliver up possession of the Leased Premises to the Landlord. If the Landlord so elects, then within 60 days of receipt by the Landlord of insurance proceeds respecting such damage or destruction, the Landlord shall pay to the Life Resident the insurance proceeds, or that portion of the insurance proceeds received by the Landlord which are properly and fairly allocated to the Building, less any amounts owing by the Life Resident to the Landlord pursuant to this Life Lease.

**ARTICLE 20 - FINANCING**

20.1 The Life Resident shall not mortgage or charge their interest under this Agreement in any way whatsoever without the written consent of the Landlord.

20.2 If the Landlord consents as aforesaid, the Life Resident covenants and agrees that at any time and from time to time after the provision of such consent, the Life Resident shall, upon the request of the Landlord, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, assurances or other documents as may be requested by the Landlord in relation to such consent. Without limiting the generality of the foregoing, the Life Resident shall provide, upon request, an irrevocable assignment of proceeds to be distributed pursuant to Article 10 of this Agreement, in a form acceptable to the Landlord.



20.3 Nothing herein shall be construed as obligating the Landlord to consent to the mortgaging or charging of the Life Resident's interest under this Agreement. Further, no consent, request and other action by the Landlord or no act, deed, assignment, transfer, conveyance, assurance or other document provided by the Life Resident, whether provided at the request of the Landlord or otherwise, shall obligate the Landlord to consent or further consent to the mortgaging or charging of the Life Resident's interest under this Agreement.

#### **ARTICLE 21 - SURVIVAL**

21.1 The covenants contained in Article 10 of this Agreement shall survive the termination of this Life Lease.

#### **ARTICLE 22 - ENTIRE AGREEMENT**

22.1 This Life Lease and the attached schedules set forth all of the covenants, promises, agreements, conditions and understandings between the Landlord and the Life Resident concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them either than as herein set forth. The parties agree that the provisions of the Offer shall merge upon the execution of this Life Lease.

#### **ARTICLE 23 - GOVERNING LAW**

23.1 This Life Lease shall be governed by and construed in accordance with the laws of the Province of Alberta.

#### **ARTICLE 24 - SEVERABILITY**

24.1 The Landlord and the Life Resident agree that all of the provisions of this Life Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof. Should any provision or provisions of this Life Lease to any extent be illegal, invalid or unenforceable, it or they shall be considered separate and severable from this Life Lease and its remaining provisions shall remain valid, enforceable and binding upon the parties hereto.

**ARTICLE 25 - CAPTIONS**

25.1 The captions appearing within the body of this Life Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Life Lease or of any provisions hereof.

**ARTICLE 26 - PAYMENTS DEEMED RENT**

26.1 Each and every sum of money to be paid by the Life Resident to the Landlord pursuant to any provision hereof, whether by way of indemnity or otherwise shall, from and after the past due date for payment thereof, be deemed to be construed as rent and all rights and remedies available to the Landlord for the collection of rent in arrears may be enforced by the Landlord for the collection thereof with interest and costs as herein provided.

**ARTICLE 27 - RIGHT OF ACCESS BY LANDLORD**

27.1 The Landlord has a right of access to the Leased Premises:

- (a) to show the Leased Premises to prospective Residents at reasonable hours after notice to surrender this Life Lease has been given;
- (b) after giving written notice to the Life Resident at least 24 hours before the time of entry, which time will be specified on the notice and shall be during 8 a.m. to 8 p.m., local time; and
- (c) immediately, without notice, in the case of an emergency.

Nothing in this Section is to be construed by either party as prohibiting entry with the consent of the Life Resident given at the time of entry.

**ARTICLE 28 - EXTENDED MEANINGS**


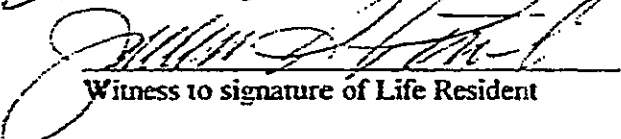
28.1 The words "hereof", "herein", "hereunder" and similar expressions used in any section or subsection of this Life Lease relate to the whole of this Life Lease and not to that section or subsection only, unless otherwise expressly provided. Wherever the neuter, singular number or a gender is used in this Life Lease, the same shall be construed as including the plural and the masculine, feminine and neuter respectively where the fact or context so requires. In any case where this Life Lease is executed by more than one Life


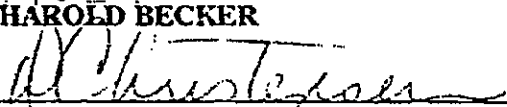
Resident, all covenants and agreements herein contained shall be construed and taken as against such executing Life Residents as joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Life Lease as of the day and year first above written.

LUTHERAN CHURCH-CANADA,  
ALBERTA-BRITISH COLUMBIA  
DISTRICT

Per:   
FRANCIS N. J. TAMAN

  
Witness to signature of Life Resident  
  
Witness to signature of Life Resident


  
HAROLD BECKER  
  
DONNA CHRISTENSEN


AFFIDAVIT OF EXECUTION

CANADA ) I, JORDAN S. POTIUK, of the City of  
PROVINCE OF ALBERTA ) Calgary, in Province of Alberta,  
TO WIT: ) MAKE OATH AND SAY:

1. That I was personally present and did see **DONNA CHRISTENSEN AND HAROLD BECKER** named in the within Instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;
2. That the same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto;
3. That I know the said **DONNA CHRISTENSEN AND HAROLD BECKER** and they are in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City  
of Calgary, in the Province of  
Alberta, this 16th day of  
August, A.D. 1999.

  
JORDAN S. POTIUK

  
A Commissioner for Oaths in and  
for the Province of Alberta

JEAN HANNAM

My Commission Expires: September 20, 2001

**SCHEDULE "B"**  
attached to and forming part of a Life Lease  
between LUTHERAN CHURCH-CANADA, ALBERTA-BRITISH COLUMBIA DISTRICT  
and DONNA CHRISTENSEN AND HAROLD BECKER

**RESIDENT RULES AND REGULATIONS**

1. The roads, sidewalks and walkways on Common Property or Common Property Units shall not be obstructed or used for any purpose other than ingress to and egress from the Buildings and parking areas within the Project.
2. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Lands, including grass, trees, shrubs, hedges, flowers or flower beds.
3. No pets of any kind shall be kept or allowed in the Building or on any part of the Lands, without the prior written approval of the Landlord.
4. No stores of any combustible, inflammable or offensive goods or materials shall be kept on any part of the Lands.
5. No building or other structure shall be erected, located, kept or maintained on the Lands, except by the Landlord.
6. No part of the Project shall be used by any Resident for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, fences or other barriers or for the placing or disposal of rubbish, garbage or waste without the prior written consent of the Landlord.
7. No television antenna, satellite dish or similar device shall be erected or installed on any Building without the prior written consent of the Landlord.
8. No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Project without the prior written consent of the Landlord.
9. No part of the Common Property or Common Property Units shall be used by anyone in such a manner so as to interfere with the use and enjoyment of such property or areas by other Residents.

10. Parking of motor vehicles is permitted only in garages and on private driveways. Recreational vehicles such as motor homes, trailers, snowmobiles, watercraft or ATV's must be parked inside garages or in areas specifically designated by the Landlord for such purpose.
11. No laundry shall be hung other than on the inside of a Resident's Building.
12. No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills of a unit without the prior consent of the Landlord.
13. Plumbing fixtures or equipment shall not be used for purposes other than those for which they are constructed and no garbage or other substances shall be thrown therein.
14. Nothing shall be placed on the outside of window sills or Building projections.
15. Water shall not be left running unless in actual use.
16. Residents shall not overload existing electrical circuits.

**LIFE RESIDENT ACKNOWLEDGMENTS**

1. The Life Resident acknowledges that the Landlord has recommended that the Life Resident seek and obtain independent legal, accounting or other professional advice with respect to the merits and risks relating to the Life Lease and the Life Resident's acquisition of a lifetime tenancy of a Residential Unit in the Project.

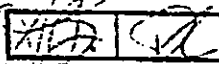
  
INITIALS

2. The Life Resident acknowledges that the Landlord and its agents, advisors, legal representatives, accountants, successors and assigns shall not be responsible for any income tax consequences to the Life Resident resulting from an assessment or re-assessment by Revenue Canada (or by any other governmental authority) relating to the Life Lease or the Life Resident's acquisition of a lifetime tenancy of a Residential Unit in the Project.

  
INITIALS

*(Initial the applicable statements below)*

3. (a) The Life Resident has sought and obtained independent legal, accounting or other professional advice with respect to the Life Lease and the Life Resident's acquisition of a lifetime tenancy of a Residential Unit in the Project;

  
INITIALS

OR

(b) The Life Resident has not sought nor obtained independent legal, accounting or other professional advice, and does not wish to do so.

  
INITIALS

BETWEEN:

LUTHERAN CHURCH-CANADA,  
BRITISH COLUMBIA DIST

- and -

DONNA CHRISTENSEN and HA  
BECKER

991239204 REGISTERED 1999 08 19  
LEAS - LEASE  
DOC 1 OF 2 DRR#: 8476910 ADR/CJUDGE  
LINC/S: 0027612548

LIFE LEASE

BISHOP & McKENZIE  
Barristers and Solicitors  
#2230, 700 - 9th Avenue, S.W.  
Calgary, Alberta  
T2P 3V4

File No. 35,374-18 (FNJT/lml)



223 Dayspring Bay  
Calgary, Alberta T1X1G3

February 12, 2015

Rec'd Feb 13/15  
JTM

Encharis Community Housing Services  
285030 Luther Rose Blvd  
Calgary, AB  
T1X 1M9

Dear Sir/Madam;

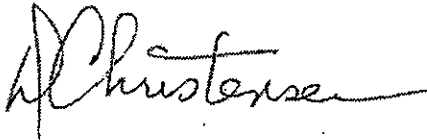
This letter serves as our two month notice that Donna Christensen and Harold Becker are surrendering our life lease at 223 Dayspring Bay, Calgary, Alberta according to the requirements of Article 9.1 of the Life Lease agreement.

We look forward to the next steps.



Sincerely

Donna Christensen and Harold Becker



THIS IS EXHIBIT " M. "  
referred to in the Affidavit of  
Kurtis Robinson  
Sworn before me this 19  
Day of March, A.D., 20 15  
JTM  
A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

FRANCIS N.J. TAMAN  
BARRISTER & SOLICITOR



**LUTHERAN  
CHURCH CANADA**  
ALBERTA | BRITISH COLUMBIA DISTRICT

7100 Ada Blvd. NW. Edmonton, AB T5B 4E4  
780.474.0063 | Fax 780.477.9829 | www.lccabc.ca

June 28, 2013

**CAR LOAN AGREEMENT**

Having been granted with a loan in the amount of \$ 9,000.00 from the Lutheran Church –  
Canada, Alberta British Columbia District Mileage Reserve Fund,

I [REDACTED] hereby agree:  
(Name)

1. That I will make repayments on this amount, together with a one-time administration charge of 1%, and a charge of 1% one-time insurance charge in thirty (30) equal installments via electronic funds transfer;
2. That I will continue, in addition to the stipulated Loan Repayment, make regular monthly deposits of at least \$25.00 each month into the District Mileage Fund, until such a time when my total loan shall be repaid. Workers will after the loan is repaid, continue to make minimum deposits of \$50.00 per month to the Mileage Fund for one year; and
3. That in the event of default on my part in meeting the stipulations above, I agree to having the Administrators of the Mileage Fund request the Treasurer of my congregation, or my employer as appropriate to make the stipulated remittances on my behalf. Note: It shall be understood that the signer of this agreement will be contacted and informed before this point would be made effective.
4. If I leave or discontinue my association with the District, any outstanding balance will become due and payable in full.

FULL LOAN	\$ <u>9,000.00</u>	REPAYMENT \$ <u>9,180.00</u>
ADMINISTRATION (1%)	\$ <u>90.00</u>	<u>306</u> X 29 = \$ <u>8,874.00</u>
INSURANCE (1%)	\$ <u>90.00</u>	<u>306</u> X 1 = \$ <u>306.00</u>
TOTAL	\$ <u>9,180.00</u>	TOTAL \$ <u>9,180.00</u>

Rostered Church Worker Signature \_\_\_\_\_ Date \_\_\_\_\_

District Office Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please sign the above agreement, make a copy for your records and return the original to the ABC  
District Office**

**FRANCIS N.J. TAMAN  
BARRISTER & SOLICITOR**

THIS IS EXHIBIT "N"  
referred to in the Affidavit of  
Kurtis Robinson  
Sworn before me this 19  
Day of March A.D., 20 15  
[Signature]  
PROCURATOR GENERAL  
IN AND FOR THE PROVINCE OF ALBERTA