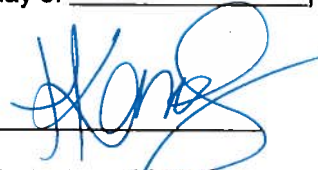


TAB L

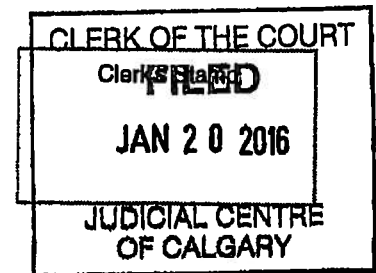
This is Exhibit "L" referred to in
the affidavit of Scott McCorquodale
SWORN before me this 21st day of March, 2018



A Commissioner for Oaths in and for Alberta

Jillian R. Karras
Barrister & Solicitor

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



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

APPLICANTS LUTHERAN CHURCH – CANADA, THE
ALBERTA – BRITISH COLUMBIA DISTRICT,
ENCHARIS COMMUNITY HOUSING AND
SERVICES, ENCHARIS MANAGEMENT AND
SUPPORT SERVICES, AND LUTHERAN
CHURCH – CANADA, THE ALBERTA – BRITISH
COLUMBIA DISTRICT INVESTMENTS LTD.

DOCUMENT **ORDER (ECHS Sanction Order)**

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

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

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

File No.: 103,007-003

DATE ON WHICH ORDER WAS PRONOUNCED: WEDNESDAY, JANUARY 20, 2016
LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA
NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE K.D.YAMAUCHI

UPON THE APPLICATION of Lutheran Church – Canada, the Alberta – British
Columbia District (the "District"), EnCharis Community Housing and Services ("ECHS"),
EnCharis Management and Support Services ("EMSS"), and Lutheran Church – Canada, the

Alberta – British Columbia District Investments Ltd. ("DIL") (collectively the "Applicants") for an Order sanctioning the Amended Amended Plan of Compromise and Arrangement of ECHS filed December 8, 2015 (the "ECHS Plan"); **AND UPON HAVING READ** the Application, and the Affidavit of Cameron Sherban; **AND UPON READING** the Reports of the Monitor; **AND UPON HEARING** counsel for the Applicants, counsel for the Monitor, and other Interested parties; **AND UPON** this Honourable Court determining that the ECHS Plan has the required support of the Affected Creditors, provides them with a more favourable recovery than they would otherwise receive and should be sanctioned; **AND UPON** having considered and being satisfied as to the fairness and reasonableness of the ECHS Plan both substantively and procedurally, and the appropriateness of the transactions contemplated thereby and therein and in this ECHS Sanction Order;

IT IS HEREBY ORDERED AND DECLARED THAT:

INTERPRETATION AND SERVICE

1. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the ECHS Plan.
2. Service of notice of the application for this Order, and all supporting materials, as set out in the Affidavit of Charlene Everett respecting the Application filed January 11, 2016 is good and sufficient, and the time for notice hereof is shortened to the time actually given.
3. The dissemination of the ECHS Plan and all accompanying materials to the Affected Creditors has been duly effected as described in the Affidavit of Service filed December 1, 2015 and in the Eleventh Report of the Monitor, and:
 - (a) service and delivery of the Meeting Order and all documents referred to therein is deemed good and sufficient and the time therefore is shortened to the time actually given;
 - (b) proper notice of the Creditors' Meeting was duly given to all Creditors entitled to vote at the Creditors' Meeting; and
 - (c) the Creditors' Meeting was duly convened and held, all in conformity with the CCAA and the Orders of this Honourable Court made in these proceedings.

SANCTION OF THE PLAN

4. The classification of creditors of ECHS for the purposes of voting to approve the ECHS Plan was fair and reasonable.
5. The ECHS Plan has been agreed to and approved by the requisite majorities of the Trade Creditors and the Life Lease Residents voting in these classes created under the ECHS Plan, achieving the Required Majority.
6. ECHS has complied with the provisions of the CCAA and the Orders of this Honourable Court in these proceedings in all respects.
7. ECHS has acted in good faith and with due diligence and the ECHS Plan and all the terms and conditions of, and matters, transactions, corporate reorganizations and proceedings contemplated by the ECHS Plan are fair, reasonable, not oppressive and are in the best interests of the Applicants and the Persons affected by the ECHS Plan.
8. The ECHS Plan is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA and all terms, conditions, compromises and releases set forth in the ECHS Plan are binding and effective on all Persons affected by the ECHS Plan.

PLAN IMPLEMENTATION

9. ECHS and the CRO are hereby authorized and directed to take all actions necessary or appropriate, in accordance with the terms of the ECHS Plan, to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with the ECHS Plan and all matters contemplated under the ECHS Plan involving corporate action of ECHS and such actions are hereby approved and will occur and be effective as of the Effective Date in accordance with the ECHS Plan, in all respects and for all purposes without any requirement of further action by directors or officers of ECHS. Further, to the extent not previously given, all necessary approvals to take such actions shall be and are hereby deemed to have been obtained from the directors of ECHS, including the deemed passing of any resolution or special resolution.
10. Upon the filing with the Court of the Monitor's Certificate in accordance with Article 6.3 of the ECHS Plan, substantially in the form attached hereto as Schedule "1", stating that the ECHS

Plan Completion Date has occurred, the ECHS Plan and all associated steps, compromises, transactions, conveyances, assignments, arrangements, releases and reorganizations shall be deemed implemented in accordance with their terms, and the Monitor shall be deemed to be discharged from its duties as Monitor of ECHS.

11. Upon the Completion Date, the ECHS Plan and all associated steps, compromises, transactions, conveyances, assignments, arrangements, releases and reorganizations effected thereby are hereby approved, binding and effective in accordance with the provisions of the ECHS Plan, and shall enure to the benefit of and be binding upon ECHS, all Affected Creditors and all other Persons affected by the ECHS Plan.

CONVEYANCE OF THE CORE ASSETS

12. If the plans of compromise and arrangement of the District and EMSS are sanctioned by this Court and all appeal periods respecting such Orders shall have expired, then the sequence of events stated in Article 6.1(d) of the ECHS Plan, as may be modified, amended or clarified by the Order sanctioning the plan of compromise and arrangement of the District, is authorized and approved.

13. The conveyance of the Core Assets to NewCo, further to and in accordance with the ECHS Plan (including Article 6.1(d) thereto), be and is hereby authorized and approved.

14. ECHS, the CRO, and the Monitor are hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to carry out the terms of this Sanction Order.

15. Following the Effective Date and subject to the satisfaction of the condition precedent contained in Article 6.1(d) of the ECHS Plan:

- (a) the Core Assets shall be vested in the name of NewCo free of all estate, right, title, interest, royalty, rental, and equity of redemption of ECHS and all Persons who claim by, through or under ECHS in respect of the Core Assets, subject to any obligations, including Claims, in respect of Unaffected Creditors;
- (b) ECHS and all persons who claim by, through or under ECHS in respect of the Core Assets, save and except in respect of the Claims of the Unaffected Creditors, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty,

rental, and equity of redemption of the Core Assets and, to the extent that any such Person remains in possession or control of any of the Core Assets, they shall forthwith deliver possession of same to NewCo or its nominee; and

- (c) NewCo shall be entitled to enter into and upon, hold and enjoy the Core Assets for its own use and benefit without any interference of or by ECHS, or any Person claiming by or through or against ECHS, other than the Claims of Unaffected Creditors.

16. Without limiting the generality of paragraph 14, ECHS and the CRO are authorized and empowered, in respect of the Core Assets, to execute and deliver:

- (a) such additional, related and ancillary documents and assurances governing or giving effect to the conveyance of the Core Assets, which, in ECHS' or the CRO's discretion are reasonably necessary or advisable to conclude the transactions contemplated in or in furtherance of the transfer of the Core Assets and/or this Sanction Order; and
- (b) any and all instruments and documents in respect of the Core Assets as may be required by the Registrar of the Land Titles Office of Alberta or deemed necessary by ECHS, and the Registrar is hereby directed, notwithstanding section 191(1) of the *Land Titles Act* (Alberta) to effect registration of any such instrument or document so executed by ECHS or its solicitors.

17. On or after the Effective Date, the Monitor may discharge, or authorize the discharge of, any security registration or registrations in the Personal Property Registry or the Land Titles Office of Alberta as may be required to properly convey clear title of the Core Assets to NewCo.

ASSIGNMENT OF CONTRACTS

18. Further to and in accordance with the ECHS Plan, upon or after the Effective Date, the Assumed Trade Creditor Contracts and the Grant Agreements be and are hereby assigned to NewCo, and NewCo shall assume the Post-Filing Claims relating to the Assumed Trade Creditor Contracts. Except as expressly modified herein or any subsequent Orders of this Court, NewCo will be bound by the terms of the Assumed Trade Creditor Contracts and the Grant Agreements. For greater certainty, the terms of the Assumed Trade Creditor Contracts

and the Grant Agreements may only be altered or terminated in accordance with the terms of those contracts.

CONVEYANCE OF THE RESIDENTIAL LOT

19. Subject to further Order of this Court, upon the Effective Date, ECHS, acting reasonably and as it determines it is appropriate to do so, shall be entitled to either sell the Residential Lot or exchange it for other lands which could be included as part of the Core Assets. Any net sale proceeds, land or other property received by ECHS from the sale, transfer or exchange of the Residential Lot shall be paid or transferred, as case may be, to DIL.

CONVEYANCE OF THE LIFE LEASE CONDOMINIUMS

20. The conveyance of the Life Lease Condominiums to the individual Life Lease Residents, further to and in accordance with the ECHS Plan, be and is hereby authorized and approved.

21. ECHS, the CRO, and the Monitor are hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the conveyance of the Life Lease Condominiums.

22. Upon the receipt of the payment to be made pursuant to Article 4.2(d)(ii) of the ECHS Plan:

- (a) the Life Lease Condominium shall be vested in the name of the Life Resident free of all estate, right, title, interest, royalty, rental, and equity of redemption of ECHS and all Persons who claim by, through or under ECHS in respect of the Life Lease Condominium;
- (b) ECHS and all persons who claim by, through or under ECHS in respect of the Life Lease Condominium, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental, and equity of redemption of the Life Lease Condominium and, to the extent that any such Person remains in possession or control of any of the Life Lease Condominium, they shall forthwith deliver possession of same to the Life Lease Resident or its nominee; and

(c) the Life Lease Resident shall be entitled to enter into and upon, hold and enjoy the the Life Lease Condominium for his/her own use and benefit without any Interference of or by ECHS, or any Person claiming by or through or against ECHS.

23. Without limiting the generality of paragraph 21, ECHS and the CRO are authorized and empowered, in respect of the Life Lease Condominiums, to execute and deliver:

(a) such additional, related and ancillary documents and assurances governing or giving effect to the conveyance of the Life Lease Condominiums, which, in ECHS' or the CRO's discretion are reasonably necessary or advisable to conclude the transactions contemplated in or in furtherance of the transfer of the Life Lease Condominiums and/or this Sanction Order; and

(b) any and all instruments and documents in respect of the Life Lease Condominiums as may be required by the Registrar of the Land Titles Office of Alberta or deemed necessary by ECHS, and the Registrar is hereby directed, notwithstanding section 191(1) of the *Land Titles Act* (Alberta) to effect registration of any such instrument or document so executed by ECHS or its solicitors.

24. Upon the receipt of the payment to be made pursuant to Article 4.2(d)(ii) of the ECHS Plan, the Monitor may discharge, or authorize the discharge of, any security registration or registrations in the Personal Property Registry or the Land Titles Office of Alberta as may be required to properly convey clear title of the Life Lease Condominiums to the Life Lease Residents.

25. Upon the transaction transferring the Life Lease Condominiums to the Life Lease Residents in accordance with the ECHS Plan closing and funds comprising the Life Lease Pool being fully releasable, the Life Lease Pool shall be paid to DIL. For greater clarity, but without otherwise limiting the generality of the foregoing, should the Life Lease Condominiums be transferred in more than one transaction, at the option of DIL, with the consent of the Monitor, the Life Lease Pool may be paid in one or more tranches.

DISTRIBUTIONS

26. Upon the Effective Date, ECHS is hereby authorized and directed to pay from the Trade Creditor Pool the Proven Claims of the Trade Creditors under the supervision of the Monitor.

27. If the plans of compromise and arrangement of the District and EMSS are sanctioned by this Court, subject to further Order of this Court, any balance of the following shall be paid to NewCo:

- (a) the Disputed Claims Reserve after the resolution of the Disputed Claims;
- (b) the Restructuring Holdback after payment of the Restructuring Claims; and
- (c) the Operational Reserve after ECHS ceases operations.

DISCHARGE OF EXISTING CCAA CHARGES

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

COMPROMISE OF CLAIMS AND EFFECT OF ECHS PLAN

29. In accordance with the ECHS Plan, upon the Completion Date the releases referred to in Article 7 and the other provisions of the ECHS Plan shall become effective in accordance with the ECHS Plan.

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

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

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

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

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

STAY OF PROCEEDINGS AND WAIVER

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

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

- (a) any event or events which occurred on or before the Effective Date and is not continuing after the Effective Date or which is or continues to be suspended or waived under the ECHS Plan, which would have entitled any party thereto to enforce such rights or remedies (including defaults or events of default arising as a result of the insolvency of ECHS);

- (b) ECHS having sought or obtained relief or having taken steps as part of the ECHS Plan or under the CCAA;
- (c) any compromises, arrangements, settlements, reorganizations, assignments or transactions effected pursuant to the ECHS Plan or completed during the CCAA Proceedings;
- (d) any default or event of default arising prior to the Effective Date as a result of the financial condition or insolvency of ECHS; or
- (e) the effect upon ECHS of the completion of any of the transactions contemplated under the ECHS Plan or completed during the CCAA Proceedings.

37. Except for those Claims provided for by the Representative Action and any other Claims that are not released by the ECHS Plan, any and all Persons shall be and are hereby permanently stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against ECHS, any Partially Released Party, or Released Representative in respect of all Affected Claims and any other matter which is released pursuant to this Sanction Order and the ECHS Plan.

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

- (a) nothing herein shall be deemed to be a waiver of defaults by ECHS under the ECHS Plan and the related documents; and

- (b) each Affected Creditor shall be deemed on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, for all purposes:
- (i) to have executed and delivered to ECHS all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the ECHS Plan in its entirety;
 - (ii) to have waived any default by ECHS in any provision, express or implied, in any agreement or other arrangement existing between such Creditor and ECHS that occurred on or prior to the Effective Date;
 - (iii) to have agreement that if there is any conflict between the provision, express or implied, of any agreement (other than those entered into by ECHS on, after, or with effect from, the Effective Date) and the provisions of the ECHS Plan, then the provisions of the ECHS Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and
 - (iv) to have released absolutely and in their entirety, all Affected Claims in accordance with the provisions of the ECHS Plan and this Sanction Order.

RELEASES

39. The releases set out in Article 7 of the ECHS Plan shall be effective and binding on the Completion Date in accordance with the terms pursuant to the ECHS Plan.

THE MONITOR AND THE CCAA PROCEEDINGS

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

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

42. ECHS is hereby authorized and directed to pay the accounts of the Monitor, its legal counsel, legal counsel to ECHS, and the CRO, pursuant to the ECHS Plan at such times and from time to time as appropriate.

GENERAL

43. Notwithstanding:

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


none of the transactions, payments, steps, releases or compromises made during the CCAA Proceedings or contemplated to be performed or effected pursuant to the ECHS Plan shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise, nor shall they constitute conduct meriting an oppression remedy.

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

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

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

desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants, the Monitor, the CRO, and their respective agents in carrying out the terms of this Order.


Justice of the Court of Queen's Bench of Alberta

SCHEDULE "1"

COURT FILE NUMBER 1501-00955

COURT COURT OF QUEEN'S BENCH
OF ALBERTA

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

Clerk's Stamp

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

APPLICANTS LUTHERAN CHURCH – CANADA, THE ALBERTA –
BRITISH COLUMBIA DISTRICT, ENCHARIS COMMUNITY
HOUSING AND SERVICES, ENCHARIS MANAGEMENT
AND SUPPORT SERVICES, AND LUTHERAN CHURCH –
CANADA, THE ALBERTA – BRITISH COLUMBIA
DISTRICT INVESTMENTS LTD.

DOCUMENT **MONITOR'S CERTIFICATE (ECHS)**

WHEREAS:

1. Pursuant to the Order of this Honourable Court dated January 23, 2015 (the "Initial Order") the Applicants filed for and obtained protection from creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
2. Pursuant to the Initial Order, Deloitte Restructuring Inc. was appointed the Monitor of the Applicants (the "Monitor") with the powers, duties and obligations set out in the Initial Order, as amended from time to time.
3. Pursuant to the Order of this Honourable Court dated May 19, 2015, Kluaue Financial Services Inc. was appointed Chief Restructuring Officer of the Applicants (the "CRO") with the powers, duties and obligations set out in that Order and in the Order of this Honourable Court dated March 6, 2015, as amended from time to time.
4. On December 8, 2015, ECHS filed an Amended Amended Plan of Compromise and Arrangement under the CCAA dated December 5, 2015 (the "ECHS Plan"), which has been sanctioned by this Honourable Court by Order dated January 20, 2016.
5. The CRO has advised the Monitor in writing that the conditions set out in Article 6.2 of the ECHS Plan have been satisfied and that the ECHS Plan is capable of being implemented.
6. Unless otherwise indicated herein, initially capitalized terms used herein have the meaning set out in the ECHS Plan.

THE MONITOR HEREBY CERTIFIES that all conditions precedent set out in Article 6.2 of the ECHS Plan have been satisfied and that the ECHS Plan has, as of this date, been implemented.

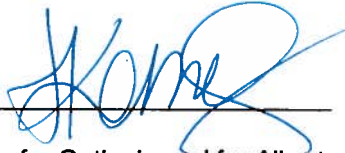
Dated at Calgary, Alberta, this _____ day of _____, 201__.

Deloitte Restructuring Inc., in its capacity as Court-appointed Monitor of Lutheran Church – Canada, the Alberta – British Columbia District, Encharis Community Housing and Services, Encharis Management and Support Services, and Lutheran Church – Canada, the Alberta – British Columbia District Investments Ltd.

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

TAB M

This is Exhibit "M" referred to in
the affidavit of Scott McCorquodale
SWORN before me this 29th day of March, 2018



A Commissioner for Oaths in and for Alberta

Jillian R. Karras
Barrister & Solicitor

COURT FILE NUMBER

1501-00955

COURT

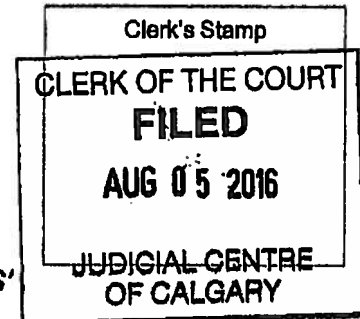
COURT OF QUEEN'S BENCH
OF ALBERTA

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE

CALGARY

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



APPLICANTS

LUTHERAN CHURCH – CANADA, THE
ALBERTA – BRITISH COLUMBIA DISTRICT,
ENCHARIS COMMUNITY HOUSING AND
SERVICES, ENCHARIS MANAGEMENT AND
SUPPORT SERVICES, AND LUTHERAN
CHURCH – CANADA, THE ALBERTA – BRITISH
COLUMBIA DISTRICT INVESTMENTS LTD.

DOCUMENT

ORDER (District Sanction Order)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

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

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

File No.: 103,007-003

DATE ON WHICH ORDER WAS PRONOUNCED:

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

BR

LOCATION WHERE ORDER WAS PRONOUNCED:

CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER:

JUSTICE B.E.C. ROMAINE

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

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

IT IS HEREBY ORDERED AND DECLARED THAT:

INTERPRETATION AND SERVICE

1. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the District Plan.
2. Service of notice of the application for this Order, and all supporting materials, as set out in the Affidavit of Charlene Everett respecting the Application, filed July 12, 2016 is good and sufficient, and the time for notice hereof is shortened to the time actually given.
3. The dissemination of the District Plan and all accompanying materials to the Affected Creditors has been duly effected as described in the Affidavit of Service, filed June 27, 2016 and in the Twentieth Report of the Monitor, and:
 - (a) service and delivery of the Meeting Order and all documents referred to therein is deemed good and sufficient and the time therefore is shortened to the time actually given;
 - (b) proper notice of the Creditors' Meeting and the reconvening of the Creditors' Meeting following its adjournment were duly given to all Affected Creditors entitled to vote at the Creditors' Meeting; and
 - (c) the Creditors' Meeting was duly convened and held, all in conformity with the CCAA and the Orders of this Honourable Court made in these proceedings.

SANCTION OF THE PLAN

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

5. The District Plan has been agreed to and approved by the requisite majority of the Eligible Affected Creditors, achieving the Required Majority.

6. The District has complied with the provisions of the CCAA and the Orders of this Honourable Court in these proceedings in all respects.

7. The District has acted in good faith and with due diligence and the District Plan and all the terms and conditions of, and matters, transactions, corporate reorganizations and proceedings contemplated by the District Plan are fair, reasonable, not oppressive and are in the best interests of the Applicants and the Persons affected by the District Plan.

8. The District Plan is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA and all terms, conditions, compromises and releases set forth in the District Plan are binding and effective on all Persons affected by the District Plan.

PLAN IMPLEMENTATION

9. The District, the Monitor, and the CRO are hereby authorized and directed to take all actions necessary or appropriate, in accordance with the terms of the District Plan, to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with the District Plan and all matters contemplated under the District Plan involving corporate action of the District and such actions are hereby approved and will occur and be effective as of the Effective Date in accordance with the District Plan, in all respects and for all purposes without any requirement of further action by directors or officers of the District. Further, to the extent not previously given, all necessary approvals to take such actions shall be and are hereby deemed to have been obtained from the directors of the District, including the deemed passing of any resolution or special resolution.

10. Upon the filing with the Court of the Monitor's Certificate in accordance with Article 7.3 of the District Plan, substantially in the form attached hereto as **Schedule "1"**, stating that the District Plan Completion Date has occurred, the District Plan and all associated steps, compromises, transactions, conveyances, assignments, arrangements, releases and reorganizations shall be deemed implemented in accordance with their terms, and the Monitor shall be deemed to be discharged from its duties as Monitor of the District.

11. Upon the Completion Date, the District Plan and all associated steps, compromises, transactions, conveyances, assignments, arrangements, releases and reorganizations effected

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

CONVEYANCE OF ASSETS TO NEWCO

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

DISTRIBUTION TO AFFECTED CREDITORS

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

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

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

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

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

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

DISTRIBUTION TO MINOR AFFECTED CREDITORS

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

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

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

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

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

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

- (a) A sworn Acknowledgement of Appointment as Trustee for Minor Affected Creditor, as set out in **Schedule "3"** of this Order; and
- (b) If the Minor Affected Creditor is 14 years of age or older, but less than 18 years of age, an executed Minor's Consent, as set out in **Schedule "4"** of this Order.

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

AMENDMENT TO DISTRICT BYLAWS AND HANDBOOK

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

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

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

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

ORDERLY LIQUIDATION OF NON-CORE ASSETS

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

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

DISCHARGE OF EXISTING CCAA CHARGES

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

COMPROMISE OF CLAIMS AND EFFECT OF DISTRICT PLAN

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

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

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

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

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

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

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

STAY OF PROCEEDINGS AND WAIVER

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

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

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

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

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

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

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

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

RELEASES

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

THE MONITOR AND THE CCAA PROCEEDINGS

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

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

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

GENERAL

44. Notwithstanding:

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

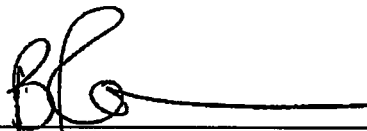
none of the transactions, payments, steps, releases or compromises made during the CCAA Proceedings or contemplated to be performed or effected pursuant to the District Plan shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable

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

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

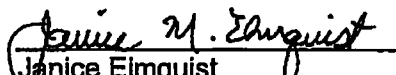
46. The District, the Monitor, or the CRO may apply to this Court for advice and direction, or to seek relief in respect of any matter arising out of or incidental to the District Plan or this Sanction Order, including without limitation, the interpretation of this Sanction Order and the District Plan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

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



Justice of the Court of Queen's Bench of Alberta

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


 Janice Elmquist
 Solicitor for the Public Trustee

SCHEDULE "1"

COURT FILE NUMBER 1501-00955

COURT COURT OF QUEEN'S BENCH
OF ALBERTA

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

Clerk's Stamp

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

APPLICANTS LUTHERAN CHURCH – CANADA, THE ALBERTA –
BRITISH COLUMBIA DISTRICT, ENCHARIS COMMUNITY
HOUSING AND SERVICES, ENCHARIS MANAGEMENT
AND SUPPORT SERVICES, AND LUTHERAN CHURCH –
CANADA, THE ALBERTA – BRITISH COLUMBIA
DISTRICT INVESTMENTS LTD.

DOCUMENT **MONITOR'S CERTIFICATE (District)**

WHEREAS:

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

6. Unless otherwise indicated herein, initially capitalized terms used herein have the meaning set out in the District Plan.

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

Dated at Calgary, Alberta, this _____ day of _____, 201__.

Deloitte Restructuring Inc., in its capacity as Court-appointed Monitor of Lutheran Church – Canada, the Alberta – British Columbia District, EnCharis Community Housing and Services, EnCharis Management and Support Services, and Lutheran Church – Canada, the Alberta – British Columbia District Investments Ltd.

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

SCHEDULE "2"

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

This acknowledgment of responsibility is given by:

Name _____

Address _____

1. This acknowledgment of responsibility relates to the minor, _____ *(name of minor)*,
who was born on _____ *(date of birth)*.

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

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

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

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

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

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

Date _____

Guardian's Signature _____

Witness _____

SCHEDULE "3"

ACKNOWLEDGEMENT OF APPOINTMENT AS TRUSTEE FOR MINOR AFFECTED CREDITOR

This Appointment as Trustee is acknowledged by:

Name _____

Address _____

1. This Appointment of Trustee relates to the minor, _____ *(name of minor)*,
who was born on _____ *(date of birth)*.
2. I am the minor's Trustee because I am *(check one)*:
 - the minor's mother or father.
 - appointed guardian by the deed or will of the minor's parent, _____ *(name of parent)*,
who is now deceased.
 - appointed guardian by a court order dated _____ *(date of guardianship order)*.
3. I have the power and responsibility to make day-to-day decisions affecting the minor.
4. I request **The District** to deliver to me, to hold as Trustee for the minor, money or other property that **The District** is holding for the minor.
5. I will use or expend the money or other property only for the minor's benefit.
6. When the minor reaches the age of 18 years I will account to the minor and transfer the balance of the money or other property remaining at that time to the minor.
7. **I UNDERSTAND THAT I WILL HAVE THE POWER AN AUTHORITY TO DO ALL THINGS WHICH TRUSTEES OF MINORS PROPERTY MAY AND OUGHT TO DO ACCORDING TO THE LAWS OF THE PROVINCE OF ALBERTA.**

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

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

A COMMISSIONER FOR OATHS in _____)
and for the Province of _____)

SCHEDULE "4"

CONSENT OF A MINOR

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

This Consent of a Minor Affected Trustee is given by:

Name _____

Address _____

1. I am a minor, my name is: _____ *(name of minor)*,

I was born on _____ *(date of birth)*;

and am _____ years old.

2. I consent and elect my guardian as my Trustee.

3. My guardian is *(check one)*:

My mother or father: _____ *(name of mother or father)*.

My appointed guardian by the deed or will of my deceased parent, _____ *(name of parent)*,
who is now deceased.

My appointed guardian by a court order, dated _____ *(date of guardianship order)*.

4. My guardian/Trustee's name is: _____ *(name of guardian)*.

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

6. My Trustee will administer my property until I am the age of 18 years.

Date _____

Minor's Signature _____

Witness _____