

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "**Fourth Settlement Agreement**") is made effective as of the Effective Date defined below.

Between:

Holly Drinkle and Marilyn Huber

(the "**Representative Plaintiffs**")

-and-

Lutheran Church-Canada, Lutheran Church – Canada Financial Ministries

(**"Lutheran"**)

(each a "**Party**" and, collectively, the "**Parties**")

WHEREAS:

- A. The Representative Plaintiffs commenced a claim against various defendants including Lutheran, ConcentraTrust/La Societe de Fiducie Concentra ("**Concentra**"), Francis Taman, Bishop & McKenzie LLP, a Partnership, John Williams, Ronald Chowne, Prowse Chowne LLP, a Partnership ("**Prowse/Bishop**") (Lutheran, Concentra and Prowse/Bishop collectively the "**Final Settling Parties**") in Alberta Court of King's Bench file number 1801-0358 under the Class Proceedings Act, SA 2003 c. C-16.5 (the "**Action**");
- B. The Claim in the Action has been filed and amended as follows:
 - (a) A Statement of Claim was filed in the Action under Court of King's Bench file number 1603-22507 in the Judicial District of Edmonton on December 20, 2016;
 - (b) An Amended Statement of Claim was filed in the Action under Court of King's Bench file number 1801-02358 on July 2, 2019;
 - (c) A Second Amended Statement of Claim was filed in the Action on January 13, 2022; and
 - (d) A Third Amended Statement of Claim was filed in the Action on June 15, 2022;
- C. A partial settlement in the Action was reached between the Representative Plaintiffs and the Class and various of the Defendants and approved by the Court on March 25, 2021 (the "**First Settlement**");
- D. Three further settlements have been reached between the Representative Plaintiffs and the Class and the remaining defendants in the action all three of which are subject to approval of the Court but upon that approval will resolve the Action in its entirety:
 - (a) A settlement agreement effective March 25, 2025 between the Representative Plaintiffs and Prowse/Bishop (collectively, the "**Second Settling Parties**"), a copy of which (redacted for Consideration) and attached as Schedule 'A' hereto (the "**Second Settlement Agreement**" and the "**Second Settlement**");
 - (b) A settlement agreement effective April 7 2025 between the Representative Plaintiffs and Concentra (the "**Third Settling Party**"), a copy of which (redacted for Consideration) is

Schedule 'B' hereto (the "Third Settlement Agreement" and the "Third Settlement"); and

- (c) A settlement made effective the Effective Date (as defined below) between the Representative Plaintiffs and Lutheran as reflected in this Fourth Settlement Agreement (the "Fourth Settlement");
- E. Lutheran has reached the Fourth Settlement as defined in Part I of this Fourth Settlement Agreement and they have entered into this Fourth Settlement Agreement, which includes all of the terms and conditions of the settlement between Lutheran and the Representative Plaintiffs and the Class, both individually and on behalf of the Class, subject to Court Approval of the Second Settlement, the Third Settlement and the Fourth Settlement;
- F. Class Counsel have reviewed and fully understand the terms of this Fourth Settlement Agreement and, based on their analyses of the facts and law applicable to the Representative Plaintiffs and the Class' claims, having regard to the burdens and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Fourth Settlement, have concluded that the Second Settlement, Third Settlement and Fourth Settlement are fair, reasonable and in the best interests of the Class;
- G. The Parties acknowledge that the Fourth Settlement is contingent on approval by the Court of the Fourth Settlement Approval Order, and upon approval by the Court of the Second and Third Settlement Approval order and is entered with the express understanding that the Fourth Settlement shall not derogate from the respective rights of the Parties relating to the Action in the event that the Fourth Settlement, the Second Settlement or the Third Settlement or any of them are not approved by the Court or otherwise fail to take effect for any reason; and
- H. The Parties have agreed to resolve the Action in its entirety on terms agreed upon below.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth in this Fourth Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action shall be settled and discontinued without costs as to the Representative Plaintiff, the Class or Lutheran, on the following terms and conditions:

PART I

A. Definitions

For the purposes of this Settlement Agreement and Release, including the Recitals hereto:

- 1. "Class" and "Class Members" mean any person who falls under the class definition as follows:
 - (a) people resident in Alberta, and the estates of such people where applicable, who on January 2, 2015 were depositors to The Lutheran Church – Canada, Alberta and British Columbia District Investments Ltd. and who elected or are deemed to have elected to participate in and had not opted out of the Representative Action referred to in Article 5.1 of the Amended Amended Plan of Arrangement of DIL prepared and sanctioned in the CCAA Proceedings (the "DIL Plan") in the manner set out in Art. 5.7 of that Plan prior to the commencement of the DIL Representative Action; and

- (b) people resident outside of Alberta, and the estates of such people where applicable, who on January 2, 2015 were depositors to The Lutheran Church – Canada, Alberta and British Columbia District Investments Ltd. and who elected or are deemed to have elected to participate in and who had not opted out of the Representative Action referred to in Article 5.1 of the DIL Plan in the manner set out in Art. 5.7 of that Plan prior to the commencement of the DIL Representative Action.
2. **"Class Counsel"** means Sugden McFee & Ross LLP;
3. **"Conditions Precedent"** means all of the following:
- (a) delivery by the Representative Plaintiffs and the Class to Lutheran of a filed copy of the Second and Third Settlement Approval Order;
 - (b) delivery by the Representative Plaintiffs and the Class of a filed copy of the Fourth Settlement Approval Order;
 - (c) expiry of the Second and Third Settlement Approval Order Appeal Period;
 - (d) expiry of the Fourth Settlement Approval Order Appeal Period; and
- all to be completed within 90 days after expiry of the Fourth Settlement Approval Order Appeal Period.
4. **"Consideration"** means the all-inclusive sum of [REDACTED] to be paid in full and final settlement of the claims against Lutheran;
5. **"Restricted Court Access Order"** means an order of the Court restricting disclosure of the Fourth Settlement Agreement in the form attached hereto as "Schedule 'C';"
6. **"Court"** means the Alberta Court of King's Bench;
7. **"Defendants"** expressly includes Lutheran, Concentra and Prowse/Bishop but further includes any and all defendants named in the Action during the course of the Action;
8. **"Effective Date"** means the date on which the last of the Parties signs this Fourth Settlement Agreement;
9. **"Fourth Settlement"** means the resolution of the within Action on behalf of all Parties in return for payment by Lutheran of the Lutheran Consideration, delivery to Lutheran by the Representative Plaintiff and the Class of the Release as defined herein, and satisfaction of the Conditions Precedent.;
10. **"Fourth Settlement Approval Application"** means the application by the Representative Plaintiff and the Class to seek approval of the Fourth Settlement and certification of the within Action for the basis of approving that Fourth Settlement;
11. **"Fourth Settlement Approval"** means approval of the Fourth Settlement Approval Application and the form of the Fourth Settlement Approval Order;
12. **"Fourth Settlement Approval Order"** means the form of Order to be obtained at the Fourth Settlement Approval Application and is at Schedule 'D' hereto;

13. **"Fourth Settlement Approval Order Appeal Period"** means the date that is 30 days after the date on which the Fourth Settlement Approval Order is filed;
14. **"Post Final Settlement Matters"** means all steps taken by Class Counsel in the within Action following the issuance of the Second and Third Settlements Approval Order and the Fourth Settlement Approval Order including but not restricted to administering the Second, Third and/or Fourth Settlements, including but not limited to settling the terms of the Settlement Approval Order, seeking Court approval of Class Counsel's legal fees and disbursements and third party professional fees, and making further distribution(s) of monies held in trust by Class Counsel and/or the Settlement Administrator to the Class.
15. **"Second and Third Settlements Approval Application"** means the application by Representative Plaintiffs' and the Class to seek from the Court the approval of the Second Settlement and the Third Settlement and certification of the Action for the purpose of approving the Second Settlement and the Third Settlement;
16. **"Second and Third Settlements Approval"** means approval of the Second Settlement and the Third Settlement by the Court and the certification of the Action for the purpose of approving the Second Settlement and the Third Settlement;
17. **"Second and Third Settlement Approval Order"** means the form of Order to be obtained at the Second and Third Settlement Approval Application and as attached at Schedule 'E' hereto ;
18. **"Second and Third Settlements Approval Order Appeal Period"** means the date that is 30 days after the date on which the Second and Third Settlement Court Approval Order is filed.

PART II- The Fourth Settlement

A. Payment

1. **Payment** -Lutheran shall pay the Consideration to the Representative Plaintiffs and the Class, in care of and in trust to Class Counsel, no later than October 29, 2025 such that it is received by Class Counsel no later than that date. The Consideration shall be unconditionally releasable to the Representative Plaintiffs solely upon satisfaction of the entirety of the Conditions Precedent provided that if any of the Conditions Precedent are not satisfied for any reason, then Class Counsel shall promptly thereafter return the Consideration to counsel for Lutheran.
2. **No Costs for Court Approval** - The Parties agree that the Representative Plaintiff and the Class will bear responsibility for the costs and disbursements incurred in executing this Fourth Settlement Agreement, seeking the Second and Third Settlements Approval Application, seeking the Fourth Settlement Approval Application and any and all costs that may be associated with the Post Final Settlement Matters. The Parties waive any right to collect any further legal costs or disbursements from any other Party, including costs of any interlocutory steps in the Action or any steps taken subsequent to the Fourth Settlement Approval Application including but not restricted to the Post Final Settlement Matters.

B. Release

1. The Representative Plaintiffs and the Class acknowledge that the payment of the Consideration is in full and final settlement of the Action, and the Representative Plaintiffs and the Class hereby release and forever discharge Lutheran, including their past, present and future parents, subsidiaries, assigns, related companies, affiliates, predecessors and successors, and their

respective officers, directors, agents, employees, servants, representatives, insurers, heirs and beneficiaries from any liability for any existing or potential claims both known and unknown related to the Action ("**Released Claims**"), which for greater certainty includes all or any actions, causes of action, damages, suits, debts, dues, sums of money, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the Representative Plaintiffs and the Class or to the law, and whether in law or equity, with respect to any of the matters to which this Settlement Agreement applies. The Representative Plaintiff and the Class further confirm that they have not assigned to any person, firm, agency, partnership, corporation or any other entity any of the Released Claims (the "**Release**").

C. Settlement Approval Application

1. The Second and Third Settlement Approval Order shall be in the form attached hereto as Schedule "E."
2. The Fourth Settlement Approval Order shall be in the form attached hereto as Schedule "D."
3. The Representative Plaintiffs shall take all reasonable steps to give effect to the Fourth Settlement and to secure the Fourth Settlement Approval Order on a without costs basis as against Lutheran, Concentra and Prowse/Bishop. Lutheran shall provide its consent to the Second and Third Settlement Approval Order and the Fourth Settlement Approval Order.
4. The existence of this Agreement and the contents thereof shall be kept confidential from any person or other legal entity not a party to this Agreement, except:
 - (a) A copy of this Fourth Settlement Agreement with the amount of the Consideration redacted shall be disclosed by the Representative Plaintiffs to each of the Final Settling Parties forthwith upon the Effective Date and prior to the application for the Fourth Settlement Approval Order (the "**Fourth Settlement Agreement Disclosure**");
 - (b) The Fourth Settlement Agreement Disclosure shall be subject to the Restricted Court Access Order; and
 - (c) Any information or documents included in any affidavits or other documents filed with the court by Lutheran or the Plaintiffs including the Fourth Settlement Agreement Disclosure and which are not subject to the Restricted Court Access Order will upon such filing no longer be confidential.
5. Notwithstanding paragraph C(4) above, the Plaintiffs and Lutheran hereby acknowledge that the extent, if any, to which the consideration shall remain confidential for the purpose of hearing the Second and Third Settlement Approval Application and the Fourth Settlement Approval Application and the contemplated Post Final Settlement Matters is within the discretion of the Court, and that the parties will jointly seek directions from the Court as to whether, and the extent to which, such confidentiality shall be maintained for such applications prior to the bringing of the applications for the said orders. The Representative Plaintiffs and the Class agree to provide notice to Lutheran of any and all applications to the Court of which Class Counsel is provided notice whereby disclosure of the Fourth Settlement Agreement or the Consideration is sought.

PART III

A. Termination

1. For this PART III "**Final Court Rejection Order Date**" means the later of: (a) the date of a final judgment entered by the Court rejecting the application for approval of the Fourth Settlement in the Fourth Settlement Approval Application, the time to appeal such judgment having expired without any appeal being taken, if an appeal lies and (b) the disposition of all appeals taken.
2. In the event the Court rejects approval of any of the Second Settlement, the Third Settlement or the Fourth Settlement in the Second and Third Settlement Approval Application or Fourth Settlement Approval Application or otherwise and the time to appeal such judgment having expired without any appeal being taken if an appeal lies or the disposition of all appeals taken, then this Fourth Settlement Agreement shall terminate effective on the Final Court Rejection Order Date with no further obligations by any of the Parties as to its terms.
3. None of the Parties shall be liable for legal costs associated with this Part III except to the extent any failure to achieve the approval in the Settlement Approval Application was willful.

PART IV

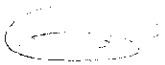
A. Miscellaneous

1. **Motions for Directions** - Any of the Parties may apply to the Court for directions in respect of the interpretation, implementation and administration of this Fourth Settlement.
2. **Ongoing Jurisdiction** - The Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Fourth Settlement Agreement and the Post Final Settlement Matters.
3. **Governing Law** - This Fourth Settlement Agreement and all matters arising out of or relating to this Fourth Settlement Agreement are governed by, and construed in accordance with, the laws of the Province of Alberta, and the federal laws of Canada applicable therein.
4. **Further Assurances** - Each Party undertakes and agrees to execute and deliver any other documents, and to provide its co-operation, as may be reasonably required to give effect to this Fourth Settlement Agreement except as expressly restricted herein.
5. **No Admission of Liability** - The Parties understand and agree that the Fourth Settlement is a compromise of a disputed Action and claims. Nothing in this Fourth Settlement Agreement will be construed as an admission of fact, wrongdoing or liability by any of Lutheran in the Action, and such wrongdoing or liability is expressly denied.
6. **Independent Legal Advice** - The Parties acknowledge and agree that, prior to signing this Fourth Settlement Agreement, they have:
 - (a) read, considered and understand the terms thereof and are executing it freely, voluntarily and without duress; and
 - (b) either obtained legal advice with respect to this Fourth Settlement Agreement or have had the opportunity to seek such legal advice and has chosen not to do so.

7. **Choice of Forum** - Any action or proceeding arising out of this Fourth Settlement Agreement shall be before the Courts in the Province of Alberta and each Party irrevocably submits to the exclusive jurisdiction of those Courts in any such action or proceeding.
8. **Related Parties** - This Fourth Settlement Agreement shall be binding upon and shall enure to the benefit of the Parties and their past, present and future parents, subsidiaries, assigns, related companies, affiliates, predecessors and successors, and their respective officers, directors, agents, employees, servants, representatives, insurers, heirs and beneficiaries.
9. **Entire Agreement** - PART I, PART II, PART III and PART IV of this Fourth Settlement Agreement constitute the sole and entire agreement between the Parties with respect to the Fourth Settlement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. No provision of PART I, PART II, PART III, or PART IV of this Fourth Settlement Agreement may be amended, modified, waived or changed unless made in writing and signed by the Parties.
10. **Counterparts** - This Fourth Settlement Agreement may be executed, including by electronic means, in any number of counterparts, each of which is deemed an original, including any electronic transmission of an executed signature page, and all of which together are deemed to be one and the same agreement.
11. **Authorized Individuals** - The Parties confirm that the individuals that have signed below have authority to execute this Fourth Settlement Agreement on behalf of the respective Parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand at the City of Calgary, in the Province of Alberta, and at the City of Vancouver, and in the Province of British Columbia, effective as of the Effective Date.

Gowling WLG



Ricki Johnston
Counsel for Lutheran Church -- Canada
and Lutheran Church -- Canada Financial
Ministries

Sept. 17, 2025

Dated

Sugden McFee & Roos LLP

Erin A. Poyner
Counsel for the Representative Plaintiffs
Holly Drinkle and Marilyn Huber

Sept. 17/25

Dated

PIERRINGER AGREEMENT

THIS AGREEMENT is made effective this 25th day of March 2025 (the "Effective Date")

AMONGST:

THE SCHEDULED PLAINTIFFS

(being the Plaintiffs listed herein at **Schedule A** (the "DIL Plaintiffs"))

- and -

THE SCHEDULED DEFENDANTS

(hereinafter referred to as the "**Second Settling Parties**" and listed herein at **Schedules B and C**)

WHEREAS:

- (a) Under the proceedings in the Alberta Court of Queen's Bench Action No. 1501-00955 pursuant to the *Companies Creditors' Arrangement Act*, RSC 1985, c. C-36, (the "**CCAA Proceedings**") a plan of compromise and arrangement as amended from time to time (the "**DIL Plan**") has been approved by the Court in those proceedings for the "DIL Depositors" (as defined in the DIL Plan). A Subcommittee was constituted under the DIL Plan for the DIL Depositors (the "**DIL Subcommittee**"). The DIL Plan provides for a "Representative Action" (as defined therein), including the action referenced in clause (b) of these recitals below. The DIL Plan further provides that the Representative Action commenced by the DIL Subcommittee on behalf of any of the DIL Depositors would be governed by the *Class Proceedings Act*, R.S.B.C. 1996, c.50 (British Columbia) and *Class Proceedings Act*, S.A. 2003, c. C-16.5, as amended by the *Class Proceedings Amendment Act*, 2010, c. 15 (Alberta), "except to the extent such legislation is inconsistent with or modified by the Plan". The DIL Plan further provides that the DIL Subcommittee "has the power to settle all or portion of the Representative Action" on behalf of the DIL Depositors (the "**DIL Representative Action Class**"). The DIL Plan further provides for distribution of monies recovered from the DIL Representative Action for the benefit of the DIL Representative Action Class.
- (b) On March 24, 2021, the DIL Representative Action Class entered into a Pierringer Agreement with the Schedule D, E, F and G Defendants (the "**First Settling Parties**") to partially settle this proceeding. The Pierringer Agreement was approved by the Court by way of an Order dated November 25, 2021, which was entered on December 16, 2021 (the "**2021 Partial Settlement**").
- (c) The DIL Depositors have allegedly suffered injury, loss, damage and expenses with respect to or arising from, *inter alia*, negligent handling of investment funds, breach of contract, breach of statutory duty, breach of fiduciary duties and wrongful acts and omissions by the Second Settling Parties and the other defendant parties Lutheran Church – Canada, Lutheran Church – Canada Financial Ministries and Concentra Trust/La Societe Fiducie Concentra (collectively referred to as the "**Non-Settling Parties**"), for which all the Defendants may be jointly and severally liable, in and as more particularly described in pleadings filed by the Plaintiffs in the Court of King's Bench of Alberta, Judicial District of Calgary, Action No. 1801-03538, as amended on July 2, 2019, and as further amended on

January 13, 2022, and as further amended on June 15, 2022 (the "AB DIL Action") (hereinafter referred to as the "Wrongful Conduct");

- (d) The Non-Settling Parties have not advanced, but in the future may advance, claims against the Second Settling Parties for contribution or indemnity;
- (e) The DIL Plaintiffs and the Second Settling Parties desire to resolve amongst themselves all claims or possible claims between them, including all claims advanced directly or indirectly in the AB DIL Action, including claims for costs, and all claims arising directly or indirectly from or respecting the Wrongful Conduct;
- (f) The DIL Plaintiffs and the Second Settling Parties acknowledge that the total of the DIL Plaintiffs' damages and losses with respect to the Wrongful Conduct and the AB DIL Action may exceed the "Consideration" (defined below) to be paid by the Second Settling Parties hereunder; and,
- (g) The DIL Plaintiffs desire to preserve their rights and claims arising from the Wrongful Conduct of the Non-Settling Parties and to continue the AB DIL Action only as against the Non-Settling Parties.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the matters hereinbefore referred to, the payments, agreements, covenants and undertakings hereafter referred to, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DIL Plaintiffs and the Second Settling Parties agree as follows:

1. With the execution of this Agreement (the "Agreement") by counsel for the Second Settling Parties and for the DIL Plaintiffs, the Second Settling Parties shall pay the sum of [REDACTED] (\$[REDACTED]) inclusive of all interest, costs, disbursements and GST (hereinafter referred to as the "Consideration") to the DIL Plaintiffs, in care of, and in trust to, Sugden McFee and Roos LLP, unconditionally releasable to the DIL Plaintiffs upon satisfaction of the condition precedent outlined in paragraph 20 below; provided that if the condition precedent is not satisfied as and when contemplated by that paragraph then Plaintiffs' counsel shall promptly thereafter return the Consideration to counsel for the Second Settling Parties.
2. Notwithstanding any other term of this Agreement, it is the intent of the parties hereto that the Second Settling Parties shall not be liable to make any payments over and above the Consideration, whatsoever, to any of the Plaintiffs or the Non-Settling Parties on account of damages to the Plaintiffs arising out of any of the Wrongful Conduct of any one or more parties, as alleged in the pleadings or as arising out of the AB DIL Action.
3. The DIL Plaintiffs do for themselves and for and on behalf of their heirs, insurers, executors, administrators, subrogees, successors, agents, and assigns, hereby severally agree to discontinue their pursuit of the AB DIL Action, in the manner contemplated in paragraph 10 herein, as against the Second Settling Parties and hereby covenant not to sue the Second Settling Parties and/or their directors, officers, partners, employees, agents, insurers, successors, executors, administrators and/or assigns, for any cause of action, at law or in equity or under any statute, which the Plaintiffs ever could have, or which they, or their heirs, insurers, executors, administrators, subrogees, successors, or assigns, hereafter can, shall, or may have by reason of any claim for injuries, losses, or damages, arising directly or indirectly from the Wrongful Conduct and with respect

to any and all matters arising, directly, or indirectly, out of the matters referred to in the pleadings in the AB DIL Action.

4. The DIL Plaintiffs hereby acknowledge full and complete satisfaction of that portion of their total damages in the AB DIL Action, and from the Wrongful Conduct, which can or may have been caused by the Wrongful Conduct of the Second Settling Parties, if any, as may hereinafter be determined in the trial or other disposition of the AB DIL Action, or in any other action respecting the Wrongful Conduct.

5. The DIL Plaintiffs hereby each severally agree to forbear from pursuing any parties in any legal action, including but not limited to the Non-Settling Parties, for or in connection with recovery of that fraction, portion, or percentage of their respective claims for damages respecting the Wrongful Conduct which may, or shall hereafter, whether by trial or other disposition of the AB DIL Action, be determined to be the fraction, portion, or percentage of liability for which the Second Settling Parties are, or were, liable due to the Wrongful Conduct, or any other act or default, or theory of liability.

6. The DIL Plaintiffs in no way release, discharge or covenant not to sue the Non-Settling Parties.

7. The DIL Plaintiffs hereby each severally agree not to seek to recover from any party, either in the AB DIL Action or in any other proceedings, any portion of the losses or damages which the DIL Plaintiffs claim in the AB DIL Action and which a court or other tribunal may attribute to the Wrongful Conduct of the Second Settling Parties. In particular, and without limiting the generality of the foregoing, the DIL Plaintiffs hereby each severally agree not to seek to recover from the Non-Settling Parties any portion of the DIL Plaintiffs' respective losses attributable to the Wrongful Conduct of the Second Settling Parties as aforesaid.

8. If the Court, following the trial of the AB DIL Action or any other action respecting the Wrongful Conduct, grants judgment to the DIL Plaintiffs against the Non-Settling Parties in an amount exceeding the Non-Settling Parties' collective share of the total damages awarded, based upon the fraction or portion or percentage of causal fault of the Non-Settling Parties with respect to the Wrongful Conduct as found by the Court, (the "**Non-Settling Parties Collective Share**") the DIL Plaintiffs hereby agree in any event not to seek to recover in the AB DIL Action, directly or indirectly, from the Non-Settling Parties any part of the total damages so awarded which exceed the Non-Settling Parties Collective Share.

9. The DIL Plaintiffs and the Second Settling Parties agree that, upon the removal of the condition precedent described in paragraph 20 herein and the payment of the Consideration by the Second Settling Parties to the DIL Plaintiffs as contemplated in paragraph 1 herein, counsel for the DIL Plaintiffs shall amend the Statement of Claim as already amended in the AB DIL Action to add the following paragraph:

The DIL Plaintiffs hereby expressly waive any right to recover from the Non-Settling Parties any portion of the loss or damages herein which the court may apportion or attribute to the fault, liability or responsibility of the First Settling Parties and/or the Second Settling Parties for which any of the Non-Settling Parties might reasonably be entitled to claim contribution, indemnity or an apportionment against the First Settling Parties and/or the Second Settling Parties pursuant to the provisions of the *Tortfeasors Act*, R.S.A. 2000, c.T-5, as amended, and/or the *Contributory Negligence Act*, R.S.A. 2000, c. C-27, as amended, or any successor equivalent legislation."

10. The DIL Plaintiffs shall use their best efforts and as soon as is practicable apply for the following "Orders", as that term is defined below:

- (a) An order approving and giving effect to the terms of this Agreement, including any amendments thereto that the parties may agree upon in writing in order to secure such approval;
- (b) Declaring in the AB DIL Action that the "DIL Representative Action Class" defined in the Action is for the purpose of this agreement bound by this agreement as a part of the "Scheduled Plaintiffs" referenced in this agreement;
- (c) Dismissing the AB DIL Action as against the Second Settling Parties only, and any appeal period relating to such Orders has expired without any appeal(s) having been taken from such Orders;
- (d) Granting the DIL Plaintiffs leave to file the further Amended Statement of Claim in the AB DIL Action in the manner set forth in Paragraph 9 of this Agreement to the extent that any such leave is required under the Alberta Rules of Court;
- (e) Barring any claims in the AB DIL Action for contribution and/or indemnity against any of the Second Settling Parties, including without limitation:
 - i. striking out or dismissing as expeditiously as the Court will permit any and all existing notice(s) to co-defendants and/or third-party notice(s) for any such claims ; and,
 - ii. prohibiting any such claims in the future

(hereinafter referred to as the "Orders").

11. The existence of this Agreement and the contents thereof shall be kept confidential from any person or other legal entity not a party to this Agreement, except:

- (a) a copy of this Agreement with the amount of the Consideration redacted shall be disclosed by the DIL Plaintiffs to each of the Non-Settling Parties in the AB DIL Action forthwith prior to the applications for the Orders; and
- (b) any information or documents included in any affidavits or any other documents filed with the court by the Second Settling Parties or the DIL Plaintiffs in the AB DIL Action and which are not subject to a sealing order will upon such filing no longer be confidential; and
- (c) the DIL Plaintiffs may share this Agreement, both in draft and in final executed form, with the Plaintiffs in Alberta Court of King's Bench Action No. 1901-04984 (the "AB CEF Action") and their counsel in that Action.

11.1 Notwithstanding paragraph 11 above, the Second Settling Parties hereby acknowledge that the extent, if any, to which the Consideration shall remain confidential for the

purposes of the hearing of the DIL Plaintiffs' application for the Orders and the contemplated applications for approval of the DIL Plaintiffs' respective contingency fee agreements and counsel fees pursuant to s.39 of the *Class Proceedings Act*, SA 2003, c.16.5 is within the discretion of the Court, and that the parties will jointly seek directions from the Court as to whether, and the extent to which, such confidentiality shall be maintained for such applications prior to the bringing of the application for the Orders.

12. The DIL Plaintiffs hereby covenant and agree that they will at all times hold harmless and indemnify the Second Settling Parties and their respective directors, officers, partners, employees, agents, insurers, indemnifiers, administrators, successors, and assigns and each of them, against all actions, proceedings, claims, cross claims, demands, third party proceedings, and suits of every nature and kind whatsoever in the AB DIL Action. The DIL Plaintiffs shall do so by irrevocably waiving, and forbearing from collecting from any of the Non-Settling Parties any amount required to be paid as contribution and indemnity by any one or more of the Second Settling Parties to any one or more of the Non-Settling Parties by way of judgment or order in the AB DIL Action in relation to the Wrongful Conduct. The parties hereby agree that notwithstanding the foregoing, the DIL Plaintiffs shall not be responsible to hold harmless and indemnify the Second Settling Parties in accordance with this provision where such claim for indemnity arises from proceedings taken by the Non-Settling Parties to challenge the validity of this Agreement.

13. The DIL Plaintiffs further covenant and agree that they will, at their own expense, at all times defend the Second Settling Parties in respect to all steps, actions or proceedings in the AB DIL Action, including in that Action any third party proceedings, claims, cross claims, demands, and suits of every nature and kind whatsoever, or other claims for contribution or indemnity, which may be commenced against the Second Settling Parties by the Non-Settling Parties in relation to the Wrongful Conduct. Notwithstanding the foregoing, the parties hereby agree that the DIL Plaintiffs will not be required to defend the Second Settling Parties with respect to proceedings that may be brought by the Non-Settling Parties to challenge the validity of this Agreement.

14. In the event that one or more or all of the Second Settling Parties, through any judgment or order of a Court of competent jurisdiction, are found liable to one, more or all of the Non-Settling Parties for contribution or indemnity or costs in the AB DIL Action, then the DIL Plaintiffs shall fully and immediately indemnify those of the Second Settling Parties concerned for any amount required to be paid by such of the Second Settling Parties to such of the Non-Settling Parties concerned pursuant to any such judgment or order. The DIL Plaintiffs shall do so by irrevocably waiving and forbearing from collecting from those of the Non-Settling Parties concerned any amount required to be paid by such of the Second Settling Parties to the Non-Settling Parties concerned by way of any such judgment or order in relation to the Wrongful Conduct.

15. None of the DIL Plaintiffs' obligations under paragraphs 3, 5, 7, 12, 13, and 14 will apply to individual Second Settling Parties in any capacity(ies) other than in their positions with the corporate Second Settling Parties and as individuals; for greater certainty, as an example, if an individual Second Settling Party has held a position with a corporate Non-Settling Party, that individual will not be protected or benefitted in any such capacity by any of those paragraphs.

16. This Agreement is made without prejudice to the DIL Plaintiffs' rights and claims against the Non-Settling Parties and the DIL Plaintiffs shall be at liberty to settle, pursue or relinquish their claims against the Non-Settling Parties in their sole discretion. Any recovery of

funds made by the DIL Plaintiffs against the Non-Settling Parties shall be solely to the credit of the DIL Plaintiffs.

17.1 The Second Settling Parties agree to assist the DIL Plaintiffs and/or the Non-Settling Parties regarding testimony and production of non-privileged documents in their possession or control relevant to any one or more of the AB DIL Action and/or the CCAA Proceedings and the related Alberta Securities Commission proceedings, in the following manner:

(a) At the request of the DIL Plaintiffs or Non-Settling Parties, any Second Settling Parties who are requested to do so shall prepare an Affidavit of Records and provide same to the DIL Plaintiffs and/or Non-Settling Parties; the party requesting the Affidavit of Records shall be responsible for the Second Settling Parties' reasonable solicitor and client costs in respect of preparing the Affidavit of Records;

(b) At the request of the DIL Plaintiffs or Non-Settling Parties, any Second Settling Parties who are requested to do so shall submit a corporate representative or otherwise as necessary for questioning to be conducted by the DIL Plaintiff and/or Non-Settling Parties; the party requesting questioning shall pay reasonable conduct money to secure the witnesses' attendance and shall be responsible for the requested Second Settling Parties' reasonable solicitor and client costs in respect of securing the witnesses' attendance, briefing the witnesses, attending on the witnesses' questioning, and facilitating compliance with any resulting undertakings and interrogatories.

17.2 The Second Settling Parties shall retain all books, documents, securities, contracts, orders, corporate and accounting records, and/or any other papers, records, and information of any kind related to the DIL Action for a period of 10 years from the conclusion of the DIL Action.

17.3 Subject to the conditions stipulated by paragraph 17.1 of this Agreement, the Second Settling Parties shall not be required to participate as a party in any further steps in the AB DIL Action, including any further questioning or document production other than as specified in this Agreement.

18. This Agreement shall in no way be construed as an admission of liability by the Second Settling Parties, by whom liability is specifically denied, and if not approved by the court shall be without any admission or prejudice to either party.

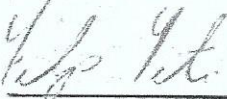
19. The DIL Plaintiffs and the Second Settling Parties acknowledge and agree that they will refrain from any publication, oral or written, of any defamatory, disparaging or otherwise derogatory remarks pertaining to each other except as may be permitted or required by law. Furthermore, the Second Settling Parties shall not state to anyone, either expressly or impliedly, any claim to any vindication of any of them by virtue of, or in relation to, the settlement contemplated by this Agreement.

20. This Agreement is subject to the following condition precedent, which is for the benefit of both the DIL Plaintiffs and the Second Settling Parties, and which may be waived in a manner that is unequivocal and in writing and signed by counsel for the DIL Plaintiffs and by counsel for the Second Settling Parties and delivered to the offices of the counsel for opposite party to this Agreement and/or by receipted email to them, namely that the Orders are pronounced by a Justice of the Alberta Court of King's Bench no later than September 30, 2025 or as otherwise agreed upon writing by counsel for the DIL Plaintiffs and the Second Settling Parties, and the expiry of any applicable appeal period without any appeal being taken by any party, or alternatively the final dismissal of any appeal so taken.

21. The parties acknowledge and agree that the granting of the Orders is severable from the DIL Plaintiffs' application for court approval of counsels' contingency fee agreements and legal fees and disbursements pursuant to s. 39 of the *Class Proceedings Act, supra*.
22. The obligations of the parties to this Agreement are only several, not joint with any other parties to this Agreement.
23. The recitals hereto form part of this Agreement.
24. The parties hereto shall execute all such further and other deeds and documents promptly and when required and shall do or perform, or cause to be done or performed, all such acts as shall be reasonably necessary to ensure the completion of the transaction contemplated herein.
25. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, administrators, executors, successors and assigns.
26. This Agreement shall be governed by and construed in accordance with the law of the Province of Alberta and the parties hereto irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta and agree that the Courts of the Province of Alberta shall have exclusive jurisdiction in the resolution of any legal disputes arising from or in connection with this Agreement.
27. This Agreement may be executed by counsel on behalf of the DIL Plaintiffs and the Second Settling Parties.
28. The parties to this Agreement each hereby acknowledge that they have been represented by legal counsel of their own choice through all the negotiations which preceded the execution of this Agreement and that they have executed this Agreement, through their respective counsel, with the consent of and on the advice of their counsel.
29. This Agreement shall not be construed in favour of or against any of the parties to this Agreement, but shall be construed as if all parties hereto drafted this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, we have hereunto set our hand and seal at the City of Calgary, in the Province of Alberta, effective as of the Effective Date.


JSS Barristers



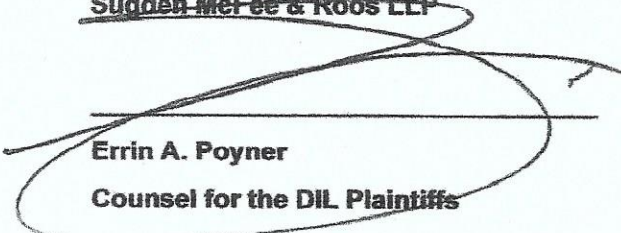
For: Carsten Jensen, K.C.

Counsel for the Schedule B Defendants

Emery Jamieson LLP


Laura Feehan
Counsel for the Schedule C Defendants

~~Sugden McFee & Roos LLP~~


Errin A. Poyner
Counsel for the DIL Plaintiffs

SCHEDULE A - SCHEDULE A PLAINTIFFS

- All current members of the DIL Subcommittee, namely:
 - Marilyn Huber
 - Holly Drinkle
 - Randall Scott Kellen; and,
- The DIL Representative Action Class.

SCHEDULE B - SCHEDULE B DEFENDANTS

- Francis Taman
- Bishop & McKenzie LLP, a Partnership

SCHEDULE C - SCHEDULE C DEFENDANTS

- Ronald Chowne
- John Williams
- Prowse Chowne LLP, a Partnership

SCHEDULE D - SCHEDULE D DEFENDANTS

- The Alberta – British Columbia District, Lutheran Church – Canada, ("District")
- The Alberta-British Columbia District Investments Ltd. ("District Investments")
- The Shepherd's Village Ministries Ltd. ("SVML")
- Any unnamed but relevant director or other officer of District, District Investments, and/or SVML
- Donald Schiemann
- Jim Kentel
- William Ney
- Harold Ruf
- Mark Ruf
- Harold Schmidt
- James Schuelke
- Mark Beiderweiden
- Harold Haberstock
- James Heinbuch
- Cliff Haberstock
- Gene Gabert
- Richard Lutz
- David Schick
- Cindy Willisko
- Daryl Becker
- Randy Heide
- Mark Sander
- Judith Burns
- Marj Plitt
- Gerry Steinke
- Keith Kruse
- Forrest Stroup
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- Melanie Kuhn
- David Dressler
- Philip Washeim
- Greg Giese
- Wayne Lunderby
- Michael Gillingham
- Craig Tufts
- Rhonda Buck
- Vic Esperanza
- Lynn Gergens
- Deloyce Weist
- Janice Ruf
- Candace Rivet
- Darla Hennig also known as Darla Hennig,

- Kurt/Kurtis Robinson
- Ted Ulmer
- Phillip Washeim
- Frank Kobie

- Stan Lee
- Brian Lewis,
- Don Habersstock,
- Mark Wolgram

SCHEDULE E - SCHEDULE E DEFENDANTS

- Encharis Community Housing and Services ("Encharis")
- Any unnamed but relevant director or other officer of Encharis
- Hans Heumann
- Grant McMaster
- James Werschler
- Dave Schoepp
- Steve Grande

SCHEDULE F - SCHEDULE F DEFENDANTS

- David Bode
- John Mueller
- Bill Morgan
- Roland Kubke
- Glenn Schaeffer

SCHEDULE G - SCHEDULE G DEFENDANTS

- Paul Gerhard Eifert
- Marvin Mutschler

PIERRINGER AGREEMENT

THIS AGREEMENT is made effective this 7th day of April, 2025 (the "Effective Date")

AMONGST:

THE SCHEDULED PLAINTIFFS

(being the Plaintiffs listed herein at Schedule A (the "DIL Plaintiffs"))

- and -

THE SCHEDULED DEFENDANTS

(hereinafter referred to as the "Third Settling Party" and identified herein at Schedule B)

WHEREAS:

- (a) Under the proceedings in the Alberta Court of Queen's Bench Action No. 1501-00955 pursuant to the *Companies Creditors' Arrangement Act*, RSC 1985, c. C-36, (the "CCAA Proceedings") a plan of compromise and arrangement as amended from time to time (the "DIL Plan") has been approved by the Court in those proceedings for the "DIL Depositors" (as defined in the DIL Plan). A Subcommittee was constituted under the DIL Plan for the DIL Depositors (the "DIL Subcommittee"). The DIL Plan provides for a "Representative Action" (as defined therein), including the action referenced in clause (b) of these recitals below. The DIL Plan further provides that the Representative Action commenced by the DIL Subcommittee on behalf of any of the DIL Depositors (the "DIL Representative Action") would be governed by the *Class Proceedings Act*, R.S.B.C. 1996, c.50 (British Columbia) and *Class Proceedings Act*, S.A. 2003, c. C-16.5, as amended by the *Class Proceedings Amendment Act*, 2010, c. 15 (Alberta), "except to the extent such legislation is inconsistent with or modified by the Plan". The DIL Plan further provides that the DIL Subcommittee "has the power to settle all or portion of the Representative Action" on behalf of the DIL Depositors (the "DIL Representative Action Class"). The DIL Plan further provides for distribution of monies recovered from the DIL Representative Action for the benefit of the DIL Representative Action Class.
- (b) On March 24, 2021, the DIL Representative Action Class entered into a Pierringer Agreement with the Defendants listed herein at Schedule E, F, G and H (collectively referred to as the "First Settling Parties") to partially settle the DIL Representative Action (the "2021 Pierringer Agreement"). The 2021 Pierringer Agreement was approved by the Court by way of an Order granted November 25, 2021 in the AB DIL Action (defined below), which was filed on December 16, 2021 (the "2021 Partial Settlement").
- (c) The DIL Depositors have allegedly suffered injury, loss, damage and expenses with respect to or arising from, *inter alia*, negligent handling of investment funds, breach of contract, breach of statutory duty, breach of fiduciary duties and wrongful acts and omissions (hereinafter referred to as the "Wrongful Conduct") by the Third Settling Party, the First Settling Parties, the Defendants listed herein at Schedule C and D (collectively referred to as the "Second Settling Parties"), and all other defendant parties including the Lutheran Church – Canada Financial Ministries (collectively referred to as the "Non-Settling Parties"), for which all the Defendants may be jointly and severally liable, in and

as more particularly described in pleadings filed by the Plaintiffs in the DIL Representative Action, which consist of:

- (i) the Court of King's Bench of Alberta, Judicial District of Calgary, Action No. 1801-03538, (the "AB DIL Action"); and
- (ii) the Supreme Court of British Columbia, Vancouver Registry No. S1611746 (the "BC DIL Action";

(the AB DIL Action and the BC DIL Action being hereinafter collectively referred to as the "Actions.")

- (d) The BC DIL Action was dismissed against all Defendants, (including the Third Settling Party), without costs to any party, by way of a Consent Order granted and filed June 25, 2021 in the BC DIL Action.
- (e) The Non-Settling Parties have not advanced, but in the future may advance, claims against the Third Settling Party for contribution or indemnity.
- (f) The DIL Plaintiffs and the Third Settling Party desire to resolve amongst themselves all claims or possible claims between them, including all claims advanced directly or indirectly in the Actions, including claims for costs, and all claims arising directly or indirectly from or respecting the Wrongful Conduct.
- (g) The DIL Plaintiffs and the Third Settling Party acknowledge that the total of the DIL Plaintiffs' damages and losses with respect to the Wrongful Conduct and the Actions may exceed the "Consideration" (defined below) to be paid by the Third Settling Party hereunder.
- (h) The DIL Plaintiffs desire to preserve their rights and claims arising from the Wrongful Conduct of the Non-Settling Parties and to continue the AB DIL Action only as against the Non-Settling Parties.
- (i) The DIL Plaintiffs have already entered into 2021 Pierringer Agreement with the First Settling Parties. It is the intention of this agreement to substantially mirror the 2021 Pierringer Agreement, *mutatus matuandis*, except as otherwise expressly provided herein.
- (j) The DIL Plaintiffs have also reached a conditional settlement with the Second Settling Parties which is conditional upon: (i) the DIL Plaintiffs and the Second Settling Parties entering into a Pierringer Agreement; and (ii) having the settlement approved by the Court in the AB DIL Action. As of the date of this Agreement, the DIL Plaintiffs and the Second Settling Parties have not yet fulfilled the conditions of their settlement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the matters hereinbefore referred to, the payments, agreements, covenants and undertakings hereafter referred to, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DIL Plaintiffs and the Third Settling Party agree as follows:

1. With the execution of this Agreement (the "Agreement") by counsel for the Third Settling Party and counsel for the DIL Plaintiffs, the Third Settling Party shall pay the sum of [REDACTED] inclusive of all interest, costs,

disbursements and Goods and Services Tax (hereinafter referred to as the "Consideration") to the DIL Plaintiffs, in care of, and in trust to, Sugden McFee and Roos LLP, unconditionally releasable to the Plaintiffs upon satisfaction of the condition precedent outlined in paragraph 20 below; provided that if the condition precedent is not satisfied as and when contemplated by that paragraph then the DIL Plaintiffs' counsel shall promptly thereafter return the Consideration to counsel for the Third Settling Party.

2. Notwithstanding any other term of this Agreement, it is the intent of the parties hereto that the Third Settling Party shall not be liable to make any payments over and above the Consideration, whatsoever, to any of the Plaintiffs or the Non-Settling Parties on account of damages to the Plaintiffs arising out of any of the Wrongful Conduct of any one or more parties, as alleged in the pleadings or as arising out of the Actions.

3. The DIL Plaintiffs do for themselves and for and on behalf of their heirs, insurers, executors, administrators, subrogees, successors, agents, and assigns, hereby severally agree to discontinue their pursuit of their respective Actions (It is acknowledged by the parties that the BC DIL Action was dismissed against all defendants, including the Third Settling Party, by way of a Consent Order granted and filed June 25, 2021 in the BC DIL Action, and that the appeal period relating to such Consent Order has expired without any appeal of such Consent Order being taken), in the manner contemplated in paragraph 10 herein, as against the Third Settling Party and hereby covenant not to sue the Third Settling Party and/or their directors, officers, partners, employees, agents, insurers, successors, executors, affiliates including specifically Concentra Bank (as manager of Concentra Trust), Equitable Bank and EQB Inc., administrators and/or assigns, for any cause of action, at law or in equity or under any statute, which the DIL Plaintiffs ever could have, or which they, or their heirs, insurers, executors, administrators, subrogees, successors, or assigns, hereafter can, shall, or may have by reason of any claim for injuries, losses, or damages, arising directly or indirectly from the Wrongful Conduct and with respect to any and all matters arising, directly, or indirectly, out of the matters referred to in the pleadings in the Actions.

4. The DIL Plaintiffs hereby acknowledge full and complete satisfaction of that portion of their total damages in the Actions, and from the Wrongful Conduct, which can or may have been caused by the Wrongful Conduct of the Third Settling Party, if any, as may hereinafter be determined in the trial or other disposition of the Actions, or in any other action respecting the Wrongful Conduct.

5. The DIL Plaintiffs hereby each severally agree to forbear from pursuing any parties in any legal action, including but not limited to the Non-Settling Parties, for or in connection with recovery of that fraction, portion, or percentage of their respective claims for damages respecting the Wrongful Conduct which may, or shall hereafter, whether by trial or other disposition of the Actions, be determined to be the fraction, portion, or percentage of liability for which the Third Settling Party is, or was, liable due to the Wrongful Conduct, or any other act or default, or theory of liability.

6. The DIL Plaintiffs in no way release, discharge or covenant not to sue the Non-Settling Parties.

7. The DIL Plaintiffs hereby each severally agree not to seek to recover from any party, either in the Actions or in any other proceedings, any portion of the losses or damages which the DIL Plaintiffs claim in the Actions and which a court or other tribunal may attribute to the Wrongful Conduct of the Third Settling Party. In particular, and without limiting the generality of the foregoing, the DIL Plaintiffs hereby each severally agree not to seek to recover from the Non-Settling Parties

any portion of the DIL Plaintiffs' respective losses attributable to the Wrongful Conduct of the Third Settling Party as aforesaid.

8. If the Court, following the trial of one or both of the Actions, or any other action respecting the Wrongful Conduct, grants judgment to the DIL Plaintiffs against the Non-Settling Parties in an amount exceeding the Non-Settling Parties' collective share of the total damages awarded, based upon the fraction or portion or percentage of causal fault of the Non-Settling Parties with respect to the Wrongful Conduct as found by the Court (the "**Non-Settling Parties Collective Share**"), the DIL Plaintiffs hereby agree in any event not to seek to recover in any of the Actions, directly or indirectly, from the Non-Settling Parties any part of the total damages so awarded which exceed the Non-Settling Parties Collective Share.

9. The DIL Plaintiffs and the Third Settling Party agree that, upon the removal of the condition precedent described in paragraph 20 herein and the payment of the Consideration by the Third Settling Party to the DIL Plaintiffs as contemplated in paragraph 1 herein, counsel for the DIL Plaintiffs shall amend the Statement of Claim as already amended in the AB DIL Action to add the following paragraph:

The DIL Plaintiffs hereby expressly waive any right to recover from the Non-Settling Parties any portion of the loss or damages herein which the court may apportion or attribute to the fault, liability or responsibility of Concentra Trust / La Societe de Fiducie Concentra (collectively, "**Concentra**") for which any of the Non-Settling Parties might reasonably be entitled to claim contribution, indemnity or an apportionment against Concentra pursuant to the provisions of the *Tortfeasors Act*, R.S.A. 2000, c.T-5, as amended, and/or the *Contributory Negligence Act*, R.S.A. 2000, c. C-27, as amended, or any successor equivalent legislation.

10. The DIL Plaintiffs shall use their best efforts and as soon as is practicable, to apply for the following "Orders", as that term is defined below:

- (a) Approving a notice to the respective members of the DIL Representative Action Class of the hearing for the relief described in subparagraphs 10(b) to 10(f) below (the "**Hearing Notice Approval Order**"), and requiring the DIL Subcommittee to issue the hearing notice, at its sole cost, within five (5) business days of the date the Hearing Notice Approval Order is granted;
- (b) Approving and giving effect to the terms of this Agreement, including any amendments thereto that the parties may agree upon in writing in order to secure such approval;
- (c) Declaring in the AB DIL Action that the "DIL Representative Action Class" (as defined in the AB DIL Action), is for the purpose of this agreement, bound by this agreement as a part of the "Scheduled Plaintiffs" referenced in this agreement;
- (d) Dismissing the AB DIL Action as against the Third Settling Party;
- (e) Granting the Plaintiffs leave to file the further Amended Statement of Claim in the AB DIL Action in the manner set forth in Paragraph 9 of this Agreement to the extent that any such leave is required under the *Alberta Rules of Court*;
- (f) Barring any claims in the AB DIL Action for contribution and/or indemnity against the Third Settling Party, including without limitation:

- i. striking out or dismissing as expeditiously as the Court will permit any and all existing notice(s) to co-defendants and/or third-party notice(s) for any such claims ; and,
- ii. prohibiting any such claims in the future

(hereinafter referred to as the "Orders").

11. The existence of this Agreement and the contents thereof shall be kept confidential from any person or other legal entity not a party to this Agreement, except:

(a) a copy of this Agreement with the amount of the Consideration not redacted may be disclosed to the Court in confidence for the purpose of the Orders sought at any time after the Court grants a sealing order in respect of same and in the meantime it may be disclosed to the Court with the Consideration redacted;

(b) a copy of this Agreement with the amount of the Consideration redacted may be disclosed by any party to this Agreement, to each of the Non-Settling Parties in the AB DIL Action, and to the Plaintiffs in Alberta Court of King's Bench Action No. 1901-04984 (the "AB CEF Action"), at any time after complete execution and delivery of this agreement; and

(c) any information or documents included in any affidavits or any other documents filed with the Court by the Third Settling Party or the DIL Plaintiffs in any one or more of the Actions and which are not subject to a sealing order will upon such filing no longer be confidential.

11.1 Notwithstanding paragraph 11 above, the Third Settling Party hereby acknowledges that the extent, if any, to which the Consideration shall remain confidential for the purposes of the hearing of the DIL Plaintiffs' application for the Orders and the contemplated applications for approval of the DIL Plaintiffs' respective contingency fee agreements and counsel fees pursuant to s. 39 of the *Class Proceedings Act*, SA 2003, c.16.5 is within the discretion of the Court, and that the parties will jointly seek directions from the Court as to whether, and the extent to which, such confidentiality shall be maintained for such applications prior to the bringing of the applications for the Orders.

12. The DIL Plaintiffs hereby covenant and agree that they will at all times hold harmless and indemnify the Third Settling Party and their respective directors, officers, partners, employees, agents, administrators, successors, executors, affiliates including specifically Concentra Bank (as manager of Concentra Trust), Equitable Bank and EQB Inc., and assigns and each of them, against all actions, proceedings, claims, cross claims, demands, third party proceedings, and suits of every nature and kind whatsoever in the AB DIL Action. The DIL Plaintiffs shall do so by irrevocably waiving, and forbearing from collecting from any of the Non-Settling Parties any amount required to be paid as contribution and indemnity by the Third Settling Party to any one or more of the Non-Settling Parties by way of judgment or order in the AB DIL Action in relation to the Wrongful Conduct. The parties hereby agree that notwithstanding the foregoing, the DIL

Plaintiffs shall not be responsible to hold harmless and indemnify the Third Settling Party in accordance with this provision where such claim for indemnity arises from proceedings taken by the Non-Settling Parties to challenge the validity of this Agreement.

13. The DIL Plaintiffs further covenant and agree that they will, at their own expense, at all times defend the Third Settling Party in respect to all steps, actions or proceedings in the AB DIL Action, including in that Action any third party proceedings, claims, cross claims, demands, and suits of every nature and kind whatsoever, or other claims for contribution or indemnity, which may be commenced against the Third Settling Party by the Non-Settling Parties in relation to the Wrongful Conduct. Notwithstanding the foregoing, the parties hereby agree that the DIL Plaintiffs will not be required to defend the Third Settling Party with respect to proceedings that may be brought by the Non-Settling Parties to challenge the validity of this Agreement.

14. In the event that the Third Settling Party, through any judgment or order of a Court of competent jurisdiction, is found liable to one, more or all of the Non-Settling Parties for contribution or indemnity or costs in the AB DIL Action, then the DIL Plaintiffs shall fully and immediately indemnify the Third Settling Party for any amount required to be paid by the Third Settling Party to such of the Non-Settling Parties concerned pursuant to any such judgment or order. The DIL Plaintiffs shall do so by irrevocably waiving and forbearing from collecting from those of the Non-Settling Parties concerned any amount required to be paid by such of the Third Settling Party to the Non-Settling Parties concerned by way of any such judgment or order in relation to the Wrongful Conduct.

16. This Agreement is made without prejudice to the DIL Plaintiffs' rights and claims against the Non-Settling Parties and the DIL Plaintiffs shall be at liberty to settle, pursue or relinquish their claims against the Non-Settling Parties in their sole discretion. Any recovery of funds made by the DIL Plaintiffs against the Non-Settling Parties shall be solely to the credit of the DIL Plaintiffs.

17. The Third Settling Party agrees to assist the DIL Plaintiffs and/or the Non-Settling Parties in AB DIL Action in the following manner:

(a) At the request of the DIL Plaintiffs or Non-Settling Parties, the Third Settling Party shall prepare an Affidavit of Records and provide same to the DIL Plaintiffs and/or Non-Settling Parties. The party requesting the Affidavit of Records shall be responsible for all of the Third Settling Party's reasonable solicitor and client costs in respect of responding to any request of the DIL Plaintiffs or Non-Settling Parties, and in preparing and delivering the Affidavit of Records and any records listed therein; and

(b) At the request of the DIL Plaintiffs or Non-Settling Parties, the Third Settling Party shall submit a corporate representative or otherwise as necessary for questioning to be conducted by the DIL Plaintiffs and/or Non-Settling Parties. The party requesting questioning shall pay reasonable conduct money to secure the witnesses' attendance and shall be responsible for all of the Third Settling Party's reasonable solicitor and client costs in respect of securing the witnesses' attendance, preparing for the questioning, briefing and preparing the witnesses for the questioning, attending on the witnesses' questioning, and facilitating compliance with any resulting undertakings and interrogatories, including any and all steps associated with providing responses to undertakings and in preparing for and or attending any questionings on any undertaking responses.

17.1 The Third Settling Party shall retain all books, documents, securities, contracts, orders, corporate and accounting records, and/or any other papers, records, and information of any kind related to the AB DIL Action until the conclusion of the AB DIL Action, including the expiry of any applicable appeal periods..

17.2 Subject to the conditions stipulated by paragraph 17 of this Agreement, the Third Settling Party shall not be required to participate as a party in any further steps in the Actions, including any further questioning or document production other than as specified in this Agreement.

18. This Agreement shall in no way be construed as an admission of liability by the Third Settling Party, by whom liability is specifically denied, and if not approved by the Court shall be without any admission or prejudice to either party.

19. The DIL Plaintiffs and the Third Settling Party acknowledge and agree that they will refrain from any publication, oral or written, of any defamatory, disparaging or otherwise derogatory remarks pertaining to each other except as may be permitted or required by law. Furthermore, the Third Settling Party shall not state to anyone, either expressly or impliedly, any claim to any vindication of any of them by virtue of, or in relation to, the settlement contemplated by this Agreement.

20. This Agreement is subject to the following condition precedent, which is for the benefit of both the DIL Plaintiffs and the Third Settling Party, and which may be waived in a manner that is unequivocal and in writing and signed by counsel for the DIL Plaintiffs and by counsel for the Third Settling Party and delivered to the offices of the counsel for opposite party to this Agreement and/or by receipted email to them, namely that the Orders are pronounced by a Justice of the Alberta Court of King's Bench in the AB DIL Action, by no later than September 30, 2025 or as otherwise agreed upon writing by counsel for the DIL Plaintiffs and the Third Settling Party, and the expiry of any applicable appeal period without any appeal being taken by any party, or alternatively the final dismissal of any appeal so taken.

21. The parties acknowledge and agree that the granting of the Orders is severable from the DIL Plaintiffs' application for court approval of counsels' contingency fee agreements and legal fees and disbursements pursuant to s. 39 of the *Class Proceedings Act, supra*.

22. The obligations of the parties to this Agreement are only several, not joint with any other parties to this Agreement.

23. The recitals hereto form part of this Agreement.

24. The parties hereto shall execute all such further and other deeds and documents promptly and when required and shall do or perform, or cause to be done or performed, all such acts as shall be reasonably necessary to ensure the completion of the transaction contemplated herein.

25. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

26. This Agreement shall be governed by and construed in accordance with the law of the Province of Alberta and the parties hereto irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta and agree that the Courts of the Province of Alberta shall have exclusive jurisdiction in the resolution of any legal disputes arising from or in connection with this Agreement.

27. This Agreement may be executed by counsel on behalf of the DIL Plaintiffs and the Third Settling Party.

28. The parties to this Agreement each hereby acknowledge that they have been represented by legal counsel of their own choice through all the negotiations which preceded the execution of this Agreement and that they have executed this Agreement, through their respective counsel, with the consent of and on the advice of their counsel.

29. This Agreement shall not be construed in favour of or against any of the parties to this Agreement, but shall be construed as if all parties hereto drafted this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, we have hereunto set our hand and seal at the City of Calgary, in the Province of Alberta, and the City of Vancouver, in the Province of British Columbia, effective as of the Effective Date.

Caron & Partners LLP



Dean A. Hutchison

Counsel for the Third Settling Party

Sugden McFee & Roos LLP


Errin A. Poyner

Counsel for the DIL Plaintiffs

SCHEDULE A - SCHEDULE A PLAINTIFFS

- All current members of the DIL Subcommittee, namely:
 - Marilyn Huber
 - Holly Drinkle
 - Randall Scott Kellen; and,
- The DIL Representative Action Class.

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- Concentra Trust/La Societe de Fiducie Concentra

SCHEDULE C- SCHEDULE C DEFENDANTS

- Francis Taman
- Bishop & McKenzie LLP, a Partnership

SCHEDULE D - SCHEDULE D DEFENDANTS

- Ronald Chowne
- John Williams
- Prowse Chowne LLP, a Partnership

SCHEDULE E - SCHEDULE E DEFENDANTS

- The Alberta – British Columbia District, Lutheran Church – Canada, ("District")
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- Darla Hennig also
known as
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- Kurt/Kurtis Robinson
- Ted Ulmer
- Phillip Washeim
- Frank Kobie
- Stan Lee
- Brian Lewis,
- Don Habershtock,
- Mark Wolgram

SCHEDULE F - SCHEDULE F DEFENDANTS

- Encharis Community Housing and Services ("Encharis")
- Any unnamed but relevant director or other officer of Encharis
- Hans Heumann
- Grant McMaster
- James Werschler
- Dave Schoepp
- Steve Grande

SCHEDULE G - SCHEDULE G DEFENDANTS

- David Bode
- John Mueller
- Bill Morgan
- Roland Kubke
- Glenn Schaeffer

SCHEDULE H - SCHEDULE H DEFENDANTS

- Paul Gerhard Eifert
- Marvin Mutschler

Schedule "C"

COURT FILE NUMBER 1801-03538 (JDR)

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFFS (APPLICANTS) Holly Drinkle and Marilyn Huber

DEFENDANTS (RESPONDENTS) Concentra Trust/La Societe de Fiducie Concentra, Lutheran Church-Canada, Lutheran Church – Canada Financial Ministries, Francis Taman, Bishop & McKenzie LLP, a Partnership, John Williams, Ronald Chowne, Prowse Chowne LLP, a Partnership,

DOCUMENT **RESTRICTED COURT ACCESS ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Sugden McFee & Roos LLP
Attention: Errin A. Poyner
700 – 375 Water Street,
Vancouver, BC V5B 5C6
Ph: 604-687-7700
Fax: 604-687-5596

DATE ON WHICH ORDER WAS PRONOUNCED: _____, 2025

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice G.H. Poelman

LOCATION OF HEARING: Calgary Courts Centre

UPON THE APPLICATION of the Plaintiffs/Applicants; **AND UPON HAVING READ** their Application filed on _____, 2025, and the Fifth _____ Affidavit of Holly Drinkle sworn on _____, 2025; **AND UPON HEARING** from counsel for the Plaintiffs/Applicants and such other counsel as present;

IT IS HEREBY ORDERED THAT:

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. In this Order, all defined terms are in title case and, where not defined herein, have the same meanings as in the Application.
3. The Exhibits attached to the Fifth _____ Affidavit of Holly Drinkle sworn on _____, 2025, shall, until further order of this Honourable Court, be sealed and kept confidential, to be shown only to a Justice of the Court of King's Bench of Alberta, and accordingly, shall be filed together with, and as exhibits to, the said

Affidavit, with the Clerk of the Court who shall keep those Exhibits in a sealed envelope, which shall clearly be marked "SEALED PURSUANT TO THE ORDER OF THE HON. JUSTICE G.H. POELMAN DATED _____, 2025".

4. None of the Exhibits sealed and to be kept confidential pursuant to paragraph 3 above shall be disclosed to any of the Defendants or their counsel in this Action or Action No. 1901-04984 or to the public, by affidavit or otherwise, except as and to the extent the Court may from time to time otherwise order or direct with respect to any of the said Exhibits.
5. Any party may apply to set aside all or any part of this Order upon providing the Plaintiffs/Applicants, the Defendants/Respondents with five (5) days notice of such application. Rule 6.34 shall apply to any such application.
6. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
7. This Order shall also be served on the clerk of the Court pursuant to Rule 13.45.
8. Service of this Order on any party not attending this application is hereby dispensed with.
9. All capitalized groups of words in this Order which are defined in the Fourth Settlement Agreement, which are the subject of this Application, have the same definition in this Order.
10. There shall be no costs associated with this Order.

Justice G. H. Poelman

**APPROVED AS TO Order granted this __ day of
____, 2025**

Emery Jamieson LLP

**APPROVED AS TO Order granted this __ day of
____, 2025**

Caron & Partners LLP

Laura Feehan, counsel for Prowse Chowne LLP, John Williams and Ronald Chowne

Dean A. Hutchison, counsel for Concentra Trust/La Societe de Fiducie Concentra

**APPROVED AS TO Order granted this __ day of
____, 2025**

Gowling WLG (Canada) LLP

David Bishop, counsel for Lutheran Church Canada
and Lutheran Church – Canada Financial Ministries

**APPROVED AS TO Order granted this __ day of
____, 2025**

Jensen Shawa Solomon Duguid Hawkes LLP

Carsten Jensen K.C. counsel for Francis Taman and
Bishop & McKenzie LLP, a partnership

**APPROVED AS TO Order granted this __ day of
____, 2025**

Sugden, McFee & Roos LLP

Errin A. Poyner, counsel for the Plaintiffs Holly
Drinkle and Marilyn Huber

SCHEDULE "K"

COURT FILE NUMBER	1801-03538 (JDR)
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS (APPLICANTS)	Holly Drinkle and Marilyn Huber
DEFENDANTS (RESPONDENTS)	Concentra Trust/La Societe de Fiducie Concentra, Lutheran Church-Canada, Lutheran Church – Canada Financial Ministries, Francis Taman, Bishop & McKenzie LLP, a Partnership, John Williams, Ronald Chowne, Prowse Chowne LLP, a Partnership,

DOCUMENT	ORDER FOR APPROVAL OF PARTIAL SETTLEMENT AND CERTIFICATION FOR PARTIAL SETTLEMENT (FOURTH SETTLEMENT)
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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Sugden McFee & Roos LLP Attention: Errin A. Poyner 700 – 375 Water Street, Vancouver, B.C. V6B 5C6 Ph: 604-687-7700 Fax: 604-687-5596
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DATE ON WHICH ORDER WAS PRONOUNCED: October 30, 2025

NAME OF JUSTICE WHO MADE THIS ORDER: Justice G.H. Poelman

LOCATION OF HEARING: Calgary Courts Centre

UPON THE APPLICATION of the Applicants/Plaintiffs; **AND UPON HAVING REVIEWED** the Notice of Application filed _____ **AND UPON** noting the consent of the Defendants, **IT IS HEREBY ORDERED THAT:**

A. Settlement Approval and Certification for the Purpose of Settlement Approval

1. The settlement of this action pursuant to the terms of the Fourth Settlement Agreement, attached to this Order as Schedule "C" is approved.
2. This Action is dismissed against the Defendants Lutheran Church – Canada and Lutheran Church – Canada Financial Ministries on a "without costs" basis.
3. This proceeding is certified as a class proceeding pursuant to the *Class Proceedings Act* including without limitation sections 4, 5, 6 and 9 thereof, but only for the limited purposes of approving the Second Settlement Agreement, Third Settlement Agreement, and Fourth Settlement Agreement.

4. The "Representative Action Class", as defined below, is bound by the Fourth Settlement Agreement;
5. The "Representative Action Class" subject to this certification, which certification is solely for the limited purposes of approving the Fourth Settlement Agreement, shall be defined as follows:
 - a. people resident in Alberta, and the estates of such people where applicable, who on January 2, 2015 were depositors to The Lutheran Church – Canada, Alberta and British Columbia District Investments Ltd. ("DIL") and who elected or are deemed to have elected to participate in and had not opted out of the Representative Action referred to in Article 5.1 of the Amended Amended Plan of Arrangement of DIL (the "DIL Plan") prepared and sanctioned in Alberta Court of King's Bench Action No. 1501-00955 (the "CCAA Proceedings") in the manner set out in Art. 5.7 of that Plan prior to the commencement of the DIL Representative Action; and
 - b. people resident outside of Alberta, and the estates of such people where applicable, and who on January 2, 2015 were depositors to The Lutheran Church – Canada, Alberta and British Columbia District Investments Ltd. and who elected or are deemed to have elected to participate in and had not opted out of the Representative Action referred to in Article 5.1 of the DIL Plan in the manner set out in Art. 5.7 of that Plan prior to the commencement of the DIL Representative Action.
6. The Plaintiff Holly Drinkle is appointed as a Representative Plaintiff for the "Representative Action Class" in place of Mr. Reid Glenn;
7. The opt-out process whereby certain DIL Depositors (as defined in the DIL Plan) have opted out of and are excluded from the Representative Action Class pursuant to Article 5.5 and 5.7 of the DIL Plan as approved and sanctioned in the CCAA Proceedings and further approved by this Honourable Court pursuant to para. 18 of the 2021 Order will suffice as the opt-out process in this Action without further opt-out process herein.

General

8. By (five business days after date of order), the Plaintiffs will have issued the Fourth Approval Notice to all members of the "Representative Action Class" substantially in the same manner and form as set out in the Fourth Notice Plan. A true copy of the Fourth Approval Notice is hereto attached as Schedule "D".
9. The Plaintiffs' proposed Claims Administrator MNP Ltd. (the "Claims Administrator") Is appointed in accordance with its Engagement Letter dated April 1, 2025 (as amended) to finalize the calculation of and distribute to each member of the DIL Representative Action Class such members' proportionate share of the portion of the "Consideration" payable pursuant to the Fourth Settlement Agreement allocated to them in the manner described in the Fourth Approval Notice. The Settlement Administrator accordingly shall have access to the Exhibits to the Sixth Affidavit of Marilyn Huber sworn April 11, 2025 and the Fifth Affidavit of Holly Drinkle sworn ____ which are each subject to an Order Restricting Court Access, including without limitation the unredacted Fourth Settlement Agreement, as required to perform the distribution as determined by Class Counsel.
10. Once this Order is unappealable and the Plaintiffs have delivered to Lutheran filed copies of this Order and the Combined Second and Third Settlement Approval Order, out of the Consideration held in trust by Class Counsel in respect of the Fourth Settlement, Class Counsel will disburse:
 - a) the total amount required for the Claims Administrator to perform the distribution to the Representative Action Class as outlined in paragraph 9 above;

c) the “Class Counsel Fees” as defined by and pursuant to the Class Counsel Fees Order (Fourth Settlement) to pay that amount to Class Counsel; and

d) the amount required to pay the outstanding third-party professional fees referenced in the Fourth Settlement Approval Notice plus related disbursements and GST.

10. No action may be commenced against the Claims Administrator acting in its capacity as Claims Administrator without leave of the Court.
11. Payment of settlement funds will be made to Class Members or their Estates, where applicable, in the manner set out in the Fourth Approval Notice attached as Schedule “D” hereto within 30 days of the date upon which this Order becomes unappealable. The funds for any settlement payment unclaimed after six months of the date of mailing of the Fourth Approval Notice or cheque uncashed after six months from the date that the cheque was mailed will be added to the litigation fund referenced in the Fourth Approval Notice and distributed amongst the class members on a *pro rata* basis without further deductions being made.
12. Approval as to the form and content of this Order may be provided electronically or by facsimile and in counterparts.
13. This Order may be served on all parties to the Action by electronically or by facsimile and in counterparts.

Justice G.H. Poelman

CONSENTED TO this __ day of ____, 2025

Emery Jamieson LLP

CONSENTED TO this __ day of ____, 2025

Gowling WLG (Canada) LLP

Laura Feehan, counsel for Prowse Chowne LLP, John Williams and Ronald Chowne

David Bishop and Ricki Johnston, counsel for Lutheran Church Canada and Lutheran Church Canada Financial Ministries

CONSENTED TO this __ day of ____, 2025

JSS LLP

Carsten Jensen K.C. counsel for Francis Taman and
Bishop & McKenzie LLP, a partnership

CONSENTED TO this __ day of ____, 2025

Caron & Partners LLP

Dean A. Hutchison, counsel for Concentra Trust/La
Societe de Fiducie Concentra

CONSENTED TO this __ day of ____, 2025

Sugden, McFee & Roos LLP

Errin A. Poyner, counsel for the Plaintiffs Holly Drinkle
and Marilyn Huber

SCHEDULE "E"

COURT FILE NUMBER	1801-03538 (JDR)
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS (APPLICANTS)	Holly Drinkle and Marilyn Huber
DEFENDANTS (RESPONDENTS)	Concentra Trust/La Societe de Fiducie Concentra, Lutheran Church-Canada, Lutheran Church – Canada Financial Ministries, Francis Taman, Bishop & McKenzie LLP, a Partnership, John Williams, Ronald Chowne, Prowse Chowne LLP, a Partnership,

DOCUMENT	COMBINED ORDER FOR APPROVAL OF PARTIAL SETTLEMENT AND CERTIFICATION FOR PARTIAL SETTLEMENT (SECOND AND THIRD SETTLEMENT)
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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Sugden McFee & Roos LLP Attention: Errin A. Poyner 700 – 375 Water Street, Vancouver, B.C. V6B 5C6 Ph: 604-687-7700 Fax: 604-687-5596
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DATE ON WHICH ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: Justice G.H. Poelman

LOCATION OF HEARING: Calgary Courts Centre

UPON THE APPLICATION of the Applicants/Plaintiffs; **AND UPON HAVING REVIEWED** the Notice of Application and all written materials provided by the parties; **AND UPON HEARING** the representations of counsel for the parties; **AND UPON BEING** advised that the Plaintiffs and certain of the Defendants have entered into Settlement Agreements (as defined below);

IT IS HEREBY ORDERED AND DECLARED THAT:

Settlement Approval

1. The Settlement under the Settlement Agreement made effective the 7th day of April, 2025, between the Plaintiffs and the Defendants Francis Taman, Bishop & McKenzie LLP, a Partnership, John Williams, Ronald Chowne, and Prowse Chowne LLP, a Partnership (the **"Second Settling Parties"**), a true copy of which, redacted for the Consideration, is attached hereto as Schedule "A" as well as Exhibit "A" of the Affidavit sworn herein by Holly Drinkle on April 9, 2025 (the **"Second Settlement Agreement"**) is hereby approved and is in full force and effect.
2. The Settlement under the Settlement Agreement made effective the 7th day of April, 2025, between the Plaintiffs and the Defendant, Concentra Trust/La Societe de Fiducie Concentra (the **"Third**

Settling Party”), a true copy of which, redacted for the Consideration, is attached hereto as Schedule “B” as well as Exhibit “A” of the Affidavit sworn herein by Holly Drinkle on April 9, 2025 (the “**Third Settlement Agreement**”) is hereby approved and is in full force and effect.

3. Except to the extent that they are set out in or modified by this Order and the **Combined Notice Approval Order (Second and Third Settlement)** granted in this Action on April 28, 2025, the words in quotation in this Order have the same meaning as in the **Second Settlement Agreement** and Third Settlement Agreement except that references in this Order to “Second Settling Parties”, “Third Settling Party” and “Non-Settling Parties” only includes Defendants to this Action.
4. This Action is dismissed against the “Second Settling Parties” on a without costs basis.
5. This Action is dismissed against the “Third Settling Party” on a without costs basis.
6. Any and all claims by the “Non-Settling Parties”, regarding claims for contribution or indemnity in this Action against the “Second Settling Parties”, including all Notices Against Co-Defendant against the “Second Settling Parties”, are dismissed and barred on a without costs basis;
7. Any and all claims by the “Non-Settling Parties”, regarding claims for contribution or indemnity in this Action against the “Second Settling Parties”, including all Notices Against Co-Defendant against the “Second Settling Parties”, are dismissed and barred on a without costs basis;
8. Any and all claims by the “Third Settling Party” made pursuant to Rule 3.43 if the *Alberta Rules of Court* for contribution or indemnity in this Action against each of the “Non-Settling Parties”, including all Notices Against Co-Defendant by the “Third Settling Party”, are dismissed and barred on a without costs basis.
9. Any and all claims by the “Second Settling Party” made pursuant to Rule 3.43 if the *Alberta Rules of Court* for contribution or indemnity in this Action against each of the “Non-Settling Parties”, including all Notices Against Co-Defendant by the “Second Settling Party”, are dismissed and barred on a without costs basis.
10. Any and all claims by the “Third Settling Party” made pursuant to Rule 3.43 if the *Alberta Rules of Court* for contribution or indemnity in this Action against each of the “Non-Settling Parties”, including all Notices Against Co-Defendant by the “Third Settling Party”, are dismissed and barred on a without costs basis.
11. Any and all current or new claims as may be brought or made against the “Second Settling Party” in this action by any party for contribution or indemnity by Notice to Co-Defendant. Third Party Claim or Fourth Party Claim pursuant to Rule 3.43 of the *Alberta Rules of Court*, are barred on a without costs basis.
12. Any and all current or new claims as may be brought or made against the “Third Settling Party” in this action by any party for contribution or indemnity by Notice to Co-Defendant. Third Party Claim or Fourth Party Claim pursuant to Rule 3.43 of the *Alberta Rules of Court*, are barred on a without costs basis.
13. Any and all claims made against the “Second Settling Party” by any of the “Non-Settling Parties” pursuant to Rules 3.43 of the *Alberta Rules of Court*, the *Tort-Feasors Act* or the *Contributory Negligence Act* are hereby dismissed and struck out without costs against the “Non-Settling Parties”.
14. Any and all claims made against the “Third Settling Party” by any of the “Non-Settling Parties” pursuant to Rules 3.43 of the *Alberta Rules of Court*, the *Tort-Feasors Act* or the *Contributory*

Negligence Act are hereby dismissed and struck out without costs against the “Non-Settling Parties”.

15. The Plaintiffs shall limit their claims to that fraction or portion or percentage of the total amount of the damages attributable to the negligence, breach of contract, breach of duty including statutory duty or any other act, default or theory of liability of each of the “Non-Settling Parties” and any other Defendants that may be added to this action subsequent to this Order, if any, (collectively with the “Non-Settling Parties”, the “Remaining Defendants”). The extent to which the liability of the Remaining Defendants to the Plaintiffs may be joint as well as several shall be determined by the Court as and when the Court may deem fit.
16. In the event that the “Non-Settling Parties”, or any of them, would have otherwise had a right of contribution or indemnity by virtue of contract, statute or common law beyond the rights created by the *Tort-Feasors Act* or the *Contributory Negligence Act*, as against the “Second Settling Parties” this Order terminates any such rights.
17. In the event that the “Non-Settling Parties”, or any of them, would have otherwise had a right of contribution or indemnity by virtue of contract, statute or common law beyond the rights created by the *Tort-Feasors Act* or the *Contributory Negligence Act*, as against the “Third Settling Party” this Order terminates any such rights.
18. All liability of the “Non-Settling Parties” to the Plaintiffs for any claims for which the “Non-Settling Parties” could seek contribution or indemnification from the “Second Settling Parties” is hereby extinguished, to the extent of the quantum of the said contribution or indemnification;.
19. All liability of the “Non-Settling Parties” to the Plaintiffs for any claims for which the “Non-Settling Parties” could seek contribution or indemnification from the “Third Settling Party” is hereby extinguished, to the extent of the quantum of the said contribution or indemnification;.
20. It is hereby acknowledged that the portion of the Plaintiffs’ claims for any damage caused by the alleged negligence, breach of contract, breach of trust, breach of duty including statutory duty, or any other act or duty of the “Second Settling Parties”, have been satisfied. The Plaintiffs are prohibited from pursuing any “Non-Settling Parties” or any Remaining Defendants for any claims for damages that are attributable to any alleged negligence, breach of contract, breach of trust, breach of duty including statutory duty, or any other or duty of the “Second Settling Parties”.
21. It is hereby acknowledged that the portion of the Plaintiffs’ claims for any damage caused by the alleged negligence, breach of contract, breach of trust, breach of duty including statutory duty, or any other act or duty of the “Third Settling Party”, have been satisfied. The Plaintiffs are prohibited from pursuing any “Non-Settling Parties” or any Remaining Defendants for any claims for damages that are attributable to any alleged negligence, breach of contract, breach of trust, breach of duty including statutory duty, or any other or duty of the “Third Settling Party”.
22. Although no judgment may be given against the “Second Settling Party” per the terms of the Second Settlement Agreement and this Order, nothing in this Order is intended to limit the right of any party to seek, or the Court from making, a determination of the degree in which the “Second Settling Party” was at fault or otherwise liable to either the Plaintiffs or “Non-Settling Parties” in accordance with the *Contributory Negligence Act* or any other right created by contract, statute, or otherwise.
23. Although no judgment may be given against the “Third Settling Party” per the terms of the Third Settlement Agreement and this Order, nothing in this Order is intended to limit the right of any party to seek, or the Court from making, a determination of the degree in which the “Third Settling Party” was at fault or otherwise liable to either the Plaintiffs or “Non-Settling Parties” in accordance with the *Contributory Negligence Act* or any other right created by contract, statute, or otherwise.

24. Leave is granted to the Plaintiffs to file the amendments to the Third Amended Statement of Claim in the within action in the form of a Fourth Amended Statement of Claim as set out at Schedule "B" attached hereto. Such Fourth Amended Statement of Claim shall expressly note that all liability of the "Non-Settling Parties" to the Plaintiffs for any claims for which the "Non-Settling Parties" could seek contribution or indemnification from the "Second Settling Parties" and/or the "Third Settling Party" is hereby extinguished.

Approval of Contingency Fee Agreement

25. Class Counsel's Retainer Agreement dated December 16, 2016 has been approved by this Court pursuant to para. 12 of the Order of this Honourable Court dated November 25, 2021 and filed with the Court on December 16, 2021 (the "2021 Order").

Certification for Settlement Purposes Only

26. The Orders in paragraphs 27 to 33 inclusive below are solely for the purpose of the settlement contemplated by the Second Settlement Agreement and the Third Settlement Agreement and do not in any way effect the ability of any "Non-Settling Party" to contest certification in the ordinary course.
27. This proceeding is certified as a class proceeding pursuant to the *Class Proceedings Act* including without limitation sections 4, 5, 6 and 9 thereof, but only for the limited purposes of approving the Second Settlement Agreement and the Third Settlement Agreement.
28. The "Representative Action Class", as defined below, is bound by the Second Settlement Agreement and the Third Settlement Agreement as a part of the "Scheduled Plaintiffs" referenced in the Second Settlement and the Third Settlement Agreement;
29. The "Representative Action Class" subject to this certification, which certification is solely for the limited purposes of approving the Second Settlement Agreement and the Third Settlement Agreement, shall be defined as follows:
- a. people resident in Alberta, and the estates of such people where applicable, who on January 2, 2015 were depositors to The Lutheran Church – Canada, Alberta and British Columbia District Investments Ltd. ("DIL") and who elected or are deemed to have elected to participate in and had not opted out of the Representative Action referred to in Article 5.1 of the Amended Amended Plan of Arrangement of DIL (the "DIL Plan") prepared and sanctioned in Alberta Court of King's Bench Action No. 1501-00955 (the "CCAA Proceedings") in the manner set out in Art. 5.7 of that Plan prior to the commencement of the DIL Representative Action; and
 - b. people resident outside of Alberta, and the estates of such people where applicable, and who on January 2, 2015 were depositors to The Lutheran Church – Canada, Alberta and British Columbia District Investments Ltd. and who elected or are deemed to have elected to participate in and had not opted out of the Representative Action referred to in Article 5.1 of the DIL Plan in the manner set out in Art. 5.7 of that Plan prior to the commencement of the DIL Representative Action.
30. The Plaintiff Holly Drinkle is appointed as a Representative Plaintiff for the "Representative Action Class" in place of Mr. Reid Glenn, in addition to Marilyn Huber who was appointed as a Representative Plaintiff by way of para. 17 of the 2021 Order.
31. The opt-out process whereby certain DIL Depositors (as defined in the DIL Plan) have opted out of and are excluded from the Representative Action Class pursuant to Article 5.5 and 5.7 of the DIL Plan as approved and sanctioned in the CCAA Proceedings and further approved by this

Honourable Court pursuant to para. 18 of the 2021 Order will suffice as the opt-out process in this Action without further opt-out process herein.

32. The nature of the claims asserted in this Action on behalf of the "Representative Action Class" are those as outlined in the Statement of Claim herein as amended from time to time.
33. The common issue in this Action for the "Representative Action Class" under the certification is whether the "Non-Settling Parties" are liable to the "Representative Action Class".

General

34. By _____, the Plaintiffs will have issued the Combined Approval Notice (Second Settlement and Third Settlement) to all members of the "Representative Action Class" substantially in the same manner and form as set out in the Combined Notice Plan (Second Settlement and Third Settlement). A true copy of the Combined Approval Notice (Second Settlement and Third Settlement) is hereto attached as Schedule "C".
35. The Plaintiffs' proposed Claims Administrator MNP Ltd. (the "Claims Administrator") Is appointed in accordance with its Engagement Letter dated April 1, 2025 to finalize the calculation of and distribute to each member of the DIL Representative Action Class such members' proportionate share of the portion of the "Consideration" allocated to them in the manner described in the Combine Approval Notice (Second Settlement and Third Settlement). The Settlement Administrator accordingly shall have access to the Exhibits to the Sixth Affidavit of Marilyn Huber sworn April 11, 2025 which are subject to the Order Restricting Court Access, including without limitation the unredacted Second Settlement Agreement and the Third Settlement Agreement, as required to perform the distribution as determined by Class Counsel.
36. Once this Order is unappealable, out of the Consideration held in trust by Class Counsel in respect of the Second Settlement and the Third Settlement, Class Counsel will disburse:
 - a) the total amount required for the Claims Administrator to perform the distribution to the Representative Action Class as outlined in paragraph 35 above;
 - c) the "Class Counsel Fees" as defined by and pursuant to the Combined Class Counsel Fees Order (Second Settlement and Third Settlement) to pay that amount to Class Counsel; and
 - d) the amount required to pay the outstanding third-party professional fees referenced in the Combined Approval Notice (Second Settlement and Third Settlement) plus related disbursements and GST.
37. No action may be commenced against the Claims Administrator acting in its capacity as Claims Administrator without leave of the Court.
38. Payment of settlement funds will be made to Class Members or their Estates, where applicable, in the manner set out in the Combined Approval Notice (Second Settlement and Third Settlement) attached as Schedule "C" hereto. The funds for any settlement payment unclaimed after six months of the date of mailing of the Combined Approval Notice (Second Settlement and Third Settlement) or cheque uncashed after six months from the date that the cheque was mailed will be added to the litigation fund referenced in the Combined Approval Notice (Second Settlement and Third Settlement).
39. Approval as to the form and content of this Order may be provided electronically or by facsimile and in counterparts.

40. This Order may be served on all parties to the Action by electronically or by facsimile and in counterparts.

Justice G.H. Poelman

CONSENTED TO this __ day of ____, 2025

Emery Jamieson LLP

CONSENTED TO this __ day of ____, 2025

Gowling WLG (Canada) LLP

Laura Feehan, counsel for Prowse Chowne LLP, John Williams and Ronald Chowne

David Bishop and Ricki Johnston, counsel for Lutheran Church Canada and Lutheran Church Canada Financial Ministries

CONSENTED TO this __ day of ____, 2025

JSS LLP

CONSENTED TO this __ day of ____, 2025

Caron & Partners LLP

Carsten Jensen K.C. counsel for Francis Taman and Bishop & McKenzie LLP, a partnership

Dean A. Hutchison, counsel for Concentra Trust/La Societe de Fiducie Concentra

CONSENTED TO this __ day of ____, 2025

Sugden, McFee & Roos LLP

Errin A. Poyner, counsel for the Plaintiffs Holly Drinkle and Marilyn Huber