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COURT FILE NUMBER

1701-07807

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

**IN THE MATTER OF THE *COMPANIES ACT*, RSA 2000, c  
C-21.**

**AND**

**IN THE MATTER OF THE *JUDICATURE ACT*, RSA 2000, c  
J-2.**

**AND**

**IN THE MATTER OF SHEPHERD'S VILLAGE  
MINISTRIES LTD.**

DOCUMENT

**FIFTH REPORT OF KPMG INC., IN ITS CAPACITY AS  
THE COURT APPOINTED LIQUIDATOR OF  
SHEPHERD'S VILLAGE MINISTRIES LTD. AND IN ITS  
CAPACITY AS THE COURT APPOINTED  
INVESTIGATOR OF CONDOMINIUM PLAN NO. 0020672**

**DATED APRIL 22, 2022.**

**PREPARED BY KPMG INC.**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF PARTY  
FILING THIS DOCUMENT

**Liquidator**

KPMG Inc.,  
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# ***1. INTRODUCTION AND PURPOSE OF REPORT***

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## **Introduction**

1. Shepherd's Village Ministries Ltd. ("**SVM**") was organized as a not-for-profit company pursuant to Part 9 of the *Companies Act*, RSA 2000, c C-21 (the "**CA**"), as amended, on June 3, 1999.
2. SVM's primary purpose was to build housing accommodations for mature adults and senior citizens. As such, SVM built a condominiumized independent living facility in Valleyview, Alberta consistent with that objective and the concept conceived by the local Lutheran church in Valleyview, Alberta.
3. The assets of SVM were:
  - a) A parcel of undeveloped raw land ("**Lot A**"); and
  - b) A bare land condominium project which had been partially developed and re-divided to include the following: (i) an eight-plex with residential condominium units (the "**8-Plex**"); (ii) 35 semi-detached/row housing style residential condominium units (the "**Row Housing**"); and (iii) four vacant lots which had not been developed and formed part of the remainder parcel (the "**Vacant Lots**"); and the remainder parcel which forms the common property of the condominium project ("**Unit 52**", together with the 8-Plex, Row Housing and Vacant Lots, "**Shepherd's Village**") (collectively the "**Lands**").
4. Portions of the 8-Plex and Row Housing were subject to life leases (the "**Life Leases**"), which ran for the lifetime of one or more of the named individual resident(s) of those units (the "**Life Residents**"). Specifically, two units in the 8-Plex and 34 units in the Row Housing were subject to Life Leases which had been registered against title to those units. The Life Leases have proven to be complex legal structures.
5. The remaining six units in the 8-Plex and one unit in the Row Housing (seven units in total) were rental units occupied by tenants (the "**Rental Units**").

6. While it is not part of proceedings commenced in Alberta Court of Queen's Bench Action No. 1501-00955 against other Lutheran Church entities pursuant to the *Companies Creditors' Arrangement Act* (Canada) (the "**CCAA Proceedings**"), the CCAA Proceedings create uncertainty for SVM going forward including determining the identity, nature and extent of all of its stakeholders.
7. The Lands, except for Lot A, are subject to Condominium Plan 0020672, as re-divided, (the "**Condo Plan**"). The Condo Plan was registered pursuant section 4 of the Condominium Property Act, R.S.A 2000, c C-22 (the "**CPA**"). Following registration of the Condo Plan, pursuant to section 25 of the CPA, a condominium corporation with the name "Condominium Plan No. 0020672" was established (the "**Condo Corp**").
8. SVM is named in a number of related class action lawsuits (the "**Related Litigation**"). To date, no material steps have been taken against SVM in the Related Litigation and it is the Liquidator's understanding that any recourse of portions of the Related Litigation was with respect to recourse to insurance only.
9. As a result of CCAA Proceedings, Related Litigation, ongoing issues with the complexity of managing the Life Leases, and various cash flow difficulties, SVM needed to consider taking extraordinary steps to restructure its affairs.
10. On March 8, 2017, the Directors of SVM passed a special resolution authorizing the commencement of winding up of it's affairs by seeking the appointment of a liquidator.
11. On June 8, 2017, the Court of Queen's Bench of Alberta (the "**Court**") granted an order (the "**Order**") appointing KPMG Inc. ("**KPMG**") as liquidator over all of the property, assets and undertakings of SVM (the "**Liquidator**") pursuant to sections 214, 215(1), 216(1), and 240(1) of the CA, R.S.A. 2000, c. C-21 and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
12. On June 5, 2018, the Court granted an order adjourning the requirement by the Liquidator to pass its accounts pursuant to section 247 of the CA and paragraph 17 of the Order until June 8, 2019.
13. The Order granted on June 8, 2017 appointing the Liquidator did not include the Condo Corp and as a result, the Liquidator did not have the ability to investigate the Condo Corp's activities. Accordingly on February 15, 2019 the Liquidator applied to the Court to be appointed as an investigator over the Condo Corp.

14. On February 27, 2019, the Court granted two orders that, *inter alia*:
  - a) Appointed KPMG as Investigator of the Condo Corp (the “**Investigator**”) pursuant to section 67(2) of the CPA; and
  - b) Approval of the liquidation plan which included, amongst other things:
    - i. Subdivision of Unit 52 (including discharging the Caveat); and
    - ii. The sale of the Life Leases to Life Residents and sale of the Residual Lands.
15. The Liquidator notes that the subdivision of Unit 52 ultimately did not proceed and the land was transferred to the Condo Corp as common property. The circumstances relating to this matter are discussed further in the Third Report.
16. On January 14, 2021, the Court granted two orders that, *inter alia*:
  - a) Authorized the Investigator to call the annual general meeting of the owners of the Condo Corp;
  - b) Authorized the conversion of the Life Leases (the mechanism of sale) to fee simple interest; and
  - c) Approved the activities of the Liquidator/Investigator and those of its counsel.
17. On August 31, 2021, the Court granted five orders, attached hereto as **Appendix “A”** through “**E**” that, *inter alia*:
  - a) Approved the Investigator’s activities and discharged the Investigator;
  - b) Authorized the sale of Unit 11;
  - c) Authorized the sale of Unit 15;
  - d) Authorized the sale of Unit 18; and
  - e) Authorized the sale of the remaining units, pursuant to a general vesting order, for any price the Liquidator deemed appropriate.

18. Further background to the liquidation, including a summary of assets and liabilities, was provided in the Liquidator's first report dated July 31, 2017 (the "**First Report**"), the Liquidator's second report dated February 15, 2019 (the "**Second Report**"), the Liquidator's third report dated January 4, 2021 (the "**Third Report**") and the Liquidator's fourth report dated August 20, 2021 (the "**Fourth Report**").
19. The Liquidator and Investigator has worked to satisfactorily resolve numerous issues with SVM and the Condo Corp including:
- a) Finding a resolution to allow the occupants with Life Leases (all seniors) to obtain some certainty with respect to their property by facilitating the conversion of Life Leases into freehold condominiumized units with clarity of ownership;
  - b) Dealing with the previously improperly constituted Condo Corp and providing the residents of SVM with a correctly constituted Condo Corp and to resolve the uncertainties in that regard, including commissioning of a reserve study, maintenance of reserve funds; preparation of revised condo documentation and convening an AGM; and
  - c) Managing the sale of unutilized land and non-life resident properties to fund the work required in (a) and (b) above.
20. All materials filed with the Court and all orders granted by the Court in connection with the liquidation will be made available to creditors and other interested parties in electronic format on the Liquidator's website: [www.kpmg.ca/shepherds-village](http://www.kpmg.ca/shepherds-village) (the "**Liquidator's Website**").

#### **Purpose of the Liquidator's Fifth Report**

21. This is the Liquidator's fifth report (the "**Fifth Report**" or the "**Report**") and is filed to provide this Honourable Court with the following:
- a) An update on the Liquidator's activities since the Fourth Report;
  - b) The Liquidator's Estimated Statement of Receipts and Payments to Discharge;
  - c) The Professional Fees of the Liquidator and its legal counsel; and
  - d) The discharge of the Liquidator and dissolution of SVM.

22. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the First Report, the Second Report, the Third Report and/or the Fourth Report, as the context requires.

### **Restrictions and Scope Limitation**

23. In preparing this report, the Liquidator has been provided with, and has relied upon, unaudited and other financial information, books and records (collectively, the “**Information**”) prepared by SVM and/or their representatives, and discussions with SVM’s management and/or representatives.
24. The Liquidator has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided and in consideration of the nature of evidence provided to this Honourable Court. However, the Liquidator has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Liquidator expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.
25. The Liquidator has prepared this Report in connection with the Liquidator’s Application to be filed with the Court shortly. This Report should not be relied on for other purposes including, but not limited to, by any prospective purchaser or investor in any transaction with the Liquidator.
26. Information and advice described in this Report has been provided to the Liquidator by its legal counsel, Dentons Canada LLP (“**Counsel**”), was provided to assist the Liquidator in considering its course of action, is not intended as legal or other advice to, and may not be relied upon by, any other person.
27. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.



## **2. LIQUIDATOR'S ACTIVITIES SINCE THE FOURTH REPORT**

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### **Sale of non-Life Lease units and land**

28. In October of 2020, The Liquidator retained the services of Mr. Ronald Armeneau of Royal LePage Redwillo Realty (the “**Realtor**”) to list the following for sale as part of the liquidation plan approved by the Court on February 27, 2019, filed on March 1, 2019:
- a) Lot A, which is the undeveloped lot owned by SVM located north of 54th Avenue and east of 55th and 56th Avenue plan 7820986, Block A (“**Lot A**”); and
  - b) The Rental Units not subject to Life Leases being Units 9, 10, 11, 13, 14, 15 and 18 at Shepherds Village (the “**Remaining Units**”).
29. After a marketing period of eight months during which the Liquidator adjusted pricing to improve interest in the properties, offers were accepted for three of the Remaining Units. Following the Court’s approval of these sales on August 31, 2021, they closed in September and October 2021.
30. Concurrently with the approval of the sale of the three units, the Court granted the Liquidator a general vesting order allowing the Liquidator to sell the four unsold Remaining Units and Lot A for any price the Liquidator deemed appropriate.
31. The Liquidator continued to market the remaining properties and subsequently sold Lot A and the unsold Remaining Units as follows:
- a) Units 9, 10, 13 and 14 were sold in one transaction to Edson Trail Developments Ltd. for \$235,000; and
  - b) Lot A was sold to Rodney Perron for \$52,000.
32. The sale prices accepted by the Liquidator were deemed appropriate given the location and condition of the remaining properties, the fact that they had already been listed for sale and marketed for more than a year and the Realtor’s assessment of the sales environment in Valleyview.
33. The sale of the four unsold Remaining Units closed on December 15, 2021 and the sale of Lot A closed on March 18, 2022. Net proceeds are held in the trust account of the Liquidator’s counsel.

### **Administrative Matters**

34. Since the Fourth Report the Liquidator has attended to the following matters including:

- a) Fielding questions from residents and tenants;
- b) Processing accounts payable;
- c) Attending to banking matters;
- d) Responding to queries from the Condo Board and the Property Manager;
- e) Attending to issues relating to tenanted units, including coordination of contractors; and
- f) Attending to routine staffing matters.

35. The only matters that require the Liquidator's attention from now until discharge are:

- a) Attending to banking matters, including the final distribution of proceeds from the sale of the Remaining Units and Lot A; and
- b) The steps required to finalize the estate and dissolve SVM.

### **Dissolution of SVM**

36. As outlined above and in previous reports to the Court, the affairs of SVM have now been completely wound up, so far as reasonably practicable, including:

- a) The Life Lease Conversion;
- b) The sale of Lot A and the Remaining Units;
- c) Resolution of the issues relating to the Condo Corp; and
- d) The discharge of the Investigator.

37. The Liquidator is of the opinion that it has performed its mandate as Liquidator under the Order, and accordingly, the Liquidator should be discharged and SVM should be dissolved in accordance with section 226 of the CA.
38. For the information of the Court, in connection with the dissolution of SVM, the Liquidator attaches the following as **Appendix “F”** through **“H”**:
- a) Memorandum of Association;
  - b) Articles of Association; and
  - c) Alberta Personal Property Registry Search.

### **3. LIQUIDATOR AND INVESTIGATOR ESTIMATED RECEIPTS AND PAYMENTS**

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39. As previously noted, the Liquidation and the Condo Corp Investigation proceeded concurrently. Given the significant interconnectedness of the two proceedings, the Liquidator/Investigator has, for the benefit of the estate and to reduce duplication of costs, managed both proceedings as one.
40. The Liquidator's payments during the administration of the Liquidation have primarily related to the preservation of the Lands and other costs, such as insurance, landscaping and other necessary expenditures. The Investigator's payments during the administration of the investigation related to commissioning of a reserve study and costs relating to the reconstitution of the Condo Corp.
41. All costs for the preservation and operation of SVM have been met through Residents' Contributions (as detailed previously) and rental receipts, which ceased once the Remaining Units and Lot A were sold.
42. Below is a summary of the Liquidator/Investigator's estimated receipts and payments to discharge. The complete statement of receipts and payments is attached as **Appendix "I"**.

<b>Liquidator's and Investigator's Estimated Statement of Receipts and Payments For the Period June 8, 2017 to Discharge</b>	
<b>CAD \$</b>	<b>Total</b>
Total Receipts	1,739,132
Total Payments	1,704,923
Funds held in estate account	34,209
Funds held in legal counsel's trust account	179,360
<b>Total estate funds as at April 20, 2022</b>	<b>213,568</b>
<b>Estimated Future Payments:</b>	
Liquidator/Inspector remuneration	(102,185)
Legal fees/disbursements	(101,213)
GST paid	(10,170)
Total Future Payments	(213,568)
<b>Total estate funds at discharge</b>	<b>-</b>

43. As at April 20, 2022, the Liquidator holds \$34,209 in the estate bank account. In addition to this, the Liquidator's legal counsel presently holds \$179,360 in its trust account.
44. Due to the outstanding professional fees outlined later in this report, the Liquidator does not expect there will be a distribution to any creditor nor a return to any stakeholder of the estate.

#### **4. PROFESSIONAL FEES**

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45. On January 14, 2021, the Court approved the professional fees incurred by the Liquidator, the Investigator and their legal counsel for the period from June 2, 2017 to December 31, 2020. The total professional fees approved by the Court was \$700,858 including tax.
46. These approved professional fees have since been paid out of funds collected from the Life Lease Conversion (see the Third Report for details) and the sale of the Remaining Units and Lot A.
47. The table below shows professional fees and costs incurred from January 1, 2021 to March 31, 2022 along with estimated professional fees from April 1, 2022 to the Liquidator's discharge (the "Professional Fees").

<b>Liquidator's Professional Fees Summary</b>			
<b>Service Period</b>	<b>Fees</b>	<b>GST</b>	<b>Total</b>
<b>Liquidator</b>			
January 1, 2021 - March 18, 2022	120,900	6,045	126,945
Estimated fees to discharge	10,000	500	10,500
Total Liquidator's Fees	130,900	6,545	137,445
<b>Liquidator's Counsel</b>			
January 1, 2021 - April 21, 2022	119,221	5,953	125,175
Estimated fees to discharge	10,440	522	10,962
Total Liquidator's Counsel Fees	129,661	6,475	136,137
<b>Total Professional Fees</b>	<b>260,561</b>	<b>13,020</b>	<b>273,582</b>

48. Copies of invoices described therein, including detailed time analysis, will be made available to this Honourable Court upon request.
49. The Liquidator seeks the Court's approval of the Professional Fees. The Liquidator is of the view that the Professional Fees incurred are fair and reasonable in reflecting the time and services provided at market rates in the discharge of the activities described herein and in prior Reports.
50. As outlined previously in this report, the Liquidator's legal counsel presently holds \$179,360 in its trust account and the Liquidator also holds \$34,209 in the estate bank account. As there are no further realizations to be made in the liquidation of SVM there will be a shortfall of funds needed to pay the Professional Fees.

51. The Liquidator and the Liquidator's legal counsel have reached an agreement in relation to this shortfall and have agreed that, subject to the Court's approval of the Professional Fees, the remaining funds be split on a pro-rata basis and any outstanding Professional Fees which remain unpaid be written off.
52. The table below shows the professional fees and costs incurred by the Liquidator and its Legal Counsel throughout the administration of the estate:

<b>Liquidator's Professional Fees (Total)</b>			
<b>Service Period</b>	<b>Fees</b>	<b>GST</b>	<b>Total</b>
<b>Liquidator</b>			
Fees to December 31, 2020 (previously approved)	385,574	19,279	404,853
January 1, 2021 to Discharge	130,900	6,545	137,445
Total Liquidator's Fees	516,474	25,824	542,298
<b>Liquidator's Counsel</b>			
Fees to December 31, 2020 (previously approved)	281,909	14,096	296,005
January 1, 2021 to Discharge	129,661	6,475	136,137
Total Liquidator's Counsel Fees	411,570	20,571	432,142
<b>Total Professional Fees</b>	<b>928,044</b>	<b>46,395</b>	<b>974,440</b>

53. The Liquidator is of the opinion that the total fees incurred in the administration of the estate are reasonable given, but not limited to, the following factors:
- a) The costs incurred are not only that of the Liquidator, but that of the previously appointed Investigator;
  - b) Work undertaken included taking control and safeguarding assets and funds held, commissioning a reserve report, managing the Remaining Units including collection of rental receipts, ongoing maintenance and payment of outgoings, resolving the incorrectly constituted Condo Corp, preparation of new Condo Corp documents and convening the meeting to formally reconstitute the Condo Corp;
  - c) The liquidation of the estate, including the above noted work, has taken nearly five years to complete; and
  - d) As a result of the Liquidator and Investigator's work, the residents living at Shepherd's Village now have appropriate title to their properties and a properly constituted and financial stable Condo Corp managing the total property going forward.

## ***5. RECOMMENDATIONS***

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54. This Fourth Report is respectfully submitted to this Honourable Court seeking:
- a) Approval of this Report and the activities of the Liquidator described herein;
  - b) Approval of the Liquidator's Estimated Statement of Receipts and Payments to Discharge;
  - c) Approval of the Professional Fees of the Liquidator and its legal counsel; and
  - d) The discharge of the Liquidator and dissolution of SVM.

All of which is respectfully submitted this 22<sup>nd</sup> day of April, 2022.

**KPMG INC., Court-appointed Liquidator of  
SHEPHERD'S VILLAGE MINISTRIES LTD.,  
and not in its personal or corporate capacity**



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Per: Neil A. Honess  
*Senior Vice President*

**APPENDIX “A”**

**ORDER REGARDING DISCHARGE OF INVESTIGATOR**





Clerk's stamp:

COURT FILE NUMBER 1701-07807  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE COMPANIES ACT, R.S.A.  
2000, c C-21.**

**AND**

**IN THE MATTER OF THE JUDICATURE ACT, R.S.A.  
2000, c J-2.**

**AND**

**IN THE MATTER OF SHEPHERD'S VILLAGE  
MINISTRIES LTD.**

APPLICANT **KPMG INC., in its capacity as liquidator of  
SHEPHERD'S VILLAGE MINISTRIES LTD.**

DOCUMENT **ORDER – DISCHARGE OF INVESTIGATOR AND  
MISCELLANEOUS RELIEF**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT Dentons Canada LLP  
Bankers Court  
15th Floor, 850 - 2nd Street S.W.  
Calgary, Alberta T2P 0R8

Attention: David Mann / Afshan Naveed  
Ph. (403) 268-7097 / 7015 Fx. (403) 268-3100  
File No.: 533650-8

DATE ON WHICH ORDER WAS  
PRONOUNCED: August 31, 2021

LOCATION WHERE ORDER WAS  
PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable K.M. Eidsvik

UPON THE APPLICATION of KPMG Inc. in its capacity as the Court-appointed Liquidator (the "**Liquidator**") of the property, assets and undertakings of Shepherd's Village Ministries Ltd. (the "**SVM**") and in its capacity as the Court-appointed investigator (the "**Investigator**") of Condominium Plan No. 0020672 (the "**Condo Corp**") for an order, among other things, (i) approving and ratifying the activities of the Investigator and the Liquidator; (iii) discharge of the Investigator, with immediate effect; and (iv)

conveyance of Unit 52 to the Condo Corp. (the “**Application**”); AND UPON HAVING read the Application; AND UPON READING the Report of the Liquidator and the Investigator, dated August 20, 2021 (the “**Fourth Report**”); AND UPON READING the Affidavit of Service of Terry Trojanoski, sworn August 26, 2021; AND UPON HEARING counsel for the Liquidator, and other interested parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, 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.

**DEFINED TERMS**

2. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Forth Report.

**APPROVALS**

3. The Liquidator’s activities, as set out in the Fourth Report, are hereby ratified and approved.
4. The Investigator’s activities, as set out in the Fourth Report, are hereby ratified and approved.

**DISCHARGE OF INVESTIGATOR**

5. On the evidence before the Court, the Investigator has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Investigator shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Investigator, or with leave of the Court. Subject to the foregoing any claims against the Investigator in connection with the performance of its duties are hereby stayed, extinguished and forever barred.
6. No action or other proceedings shall be commenced against the Investigator in any way arising from or related to its capacity or conduct as Investigator, except with prior leave of this Court on Notice to the Investigator, and upon such terms as this Court may direct.
7. As outlined in the Fourth Report, the Investigator has shall be discharged as Investigator of the Condo Corp, with immediate effect, provided however, that notwithstanding its discharge herein (a) the Investigator shall remain Investigator for the performance of such incidental duties as may be required to complete the duties under the Order appointing the Investigator, and (b) the Investigator shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Investigator in its capacity as Investigator.

## CONVEYANCE OF UNIT 52

8. The Liquidator is hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to convey the following property, legally described as:

CONDOMINIUM PLAN 0925762

UNIT 52

AND 6412 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY  
EXCEPTING THEREOUT ALL MINES AND MINERALS

("Unit 52")

to the Condo Corp.

9. Upon written confirmation from the Liquidator's counsel providing a filed copy of this Order, the Registrar of Land Titles shall cancel the existing certificate of title to the Lands and shall issue a new certificate of title in the name of:

THE OWNERS: CONDOMINIUM PLAN NO. 0020672

free and clear of all estate, right, title, interest, royalty, rental, and equity of redemption of SVM and all persons who claim by, through or under SVM in respect of Unit 52 and subject to the reservations, provisos, exceptions, and conditions expressed in the original grants thereof from the Crown and the following registrations currently registered against the Lands, as applicable:

- (A) 002 059 148 – Utility Right of Way;
- (B) 002 259 905 – Agreement Re: Easement, Encroachment and Party;
- (C) 002 259 906 – Agreement Re: Easement and Encroachment Agreement;
- (E) 002 259 909 – Restrictive Covenant;
- (F) 012 125 073 - Utility Right of Way;
- (G) 062 042 313 – Utility Right of Way; and
- (H) 092 170 242 – Utility Right of Way

(collectively the "**Permitted Encumbrances**").

10. Without limiting the generality of paragraph 9, the Liquidator is hereby authorized and empowered, in respect of Unit 52, to execute and deliver:

- (a) such additional, related and ancillary documents and assurances governing or giving effect to the conveyance of Unit 52 to the Condo Corp; and
- (b) any and all instruments and documents in respect of the Unit 52 as may be required by the Registrar of Land Titles of Alberta, and the Registrar is hereby directed, notwithstanding Section 191(1) of the *Land titles Act*, to effect registration of any such instrument or document so executed by the Liquidator or its solicitors to effect the transfer of Unit 52 subject to the Permitted Encumbrances.

**GENERAL**

11. Service of this Order shall be deemed good and sufficient by:

(a) Serving same on:

- (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Liquidator's website at [www.kpmg.ca/shepherdsvillage](http://www.kpmg.ca/shepherdsvillage);

and service on any other person is hereby dispensed with.

12. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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Justice of the Court of Queen's Bench of Alberta

**APPENDIX “B”**  
**GENERAL VESTING ORDER**



Clerk's stamp:

COURT FILE NUMBER	1701-07807
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	<b>IN THE MATTER OF THE <i>COMPANIES ACT</i>, R.S.A. 2000, c C-21.</b>
	<b>AND</b>
	<b>IN THE MATTER OF THE <i>JUDICATURE ACT</i>, R.S.A. 2000, c J-2.</b>
	<b>AND</b>
	<b>IN THE MATTER OF SHEPHERD'S VILLAGE MINISTRIES LTD.</b>
APPLICANT	<b>KPMG INC., in its capacity as liquidator of SHEPHERD'S VILLAGE MINISTRIES LTD.</b>
DOCUMENT	<b><u>ORDER – GENERAL VESTING ORDER</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8  Attention: David Mann / Afshan Naveed Ph. (403) 268-7097 / 7015 Fx. (403) 268-3100 File No.: 533650-8
DATE ON WHICH ORDER WAS PRONOUNCED:	August 31, 2021
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable K.M. Eidsvik

UPON THE APPLICATION of KPMG Inc. in its capacity as the Court-appointed Liquidator (the "**Liquidator**") of the property, assets and undertakings of Shepherd's Village Ministries Ltd. (the "**SVM**") and in its capacity as the Court-appointed investigator (the "**Investigator**") of Condominium Plan No. 0020672 (the "**Condo Corp**"); AND UPON having read the Fourth Report of the Liquidator and the Investigator, dated August 20, 2021 (the "**Fourth Report**"); AND UPON HAVING READ THE Liquidation Order dated, June 8, 2017, and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Liquidator and other interested parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, 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. Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Fourth Report, and the following terms shall have the following meaning:
  - (a) **"Liquidator's Certificate"** means a certificate issued by the Liquidator in substantially the form attached to this Order as Schedule "A";
  - (b) **"Net Proceeds"** means the proceeds from the sale of the Property (defined herein), less all ordinary reasonable costs of closing the sale of the Property including without limitation; all goods and services and other applicable sales taxes, property taxes, real estate commissions and applicable condominium fees, if any;
  - (c) **"Purchase and Sale Agreement"** means the agreement in writing respecting the sale of a Property between the Liquidator and a Purchaser, and any schedules thereto; and
  - (d) **"Purchaser"** means an individual or individuals, trust, or corporation that submits an offer to purchase a Property to the Liquidator pursuant to a Purchase and Sale Agreement.
3. The individual sale of the remaining Rental Units and Lot A (collectively the **"Units"**), be and is hereby authorized in accordance with the provisions of this Order.
4. The Liquidator is hereby authorized and directed to sell the Units for any price the Liquidator deems appropriate.
5. The sale of a Unit described in the Liquidator's Certificate (the **"Property"**) be and is hereby approved and the Liquidator is hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the sale of the Property including entering into any necessary conveyancing arrangements with counsel for a Purchaser.
6. Upon the Liquidator delivering a Liquidator's Certificate in respect of a Property, together with a letter from the solicitors for the Liquidator confirming that, it has received or is satisfied that it will receive payment from the Purchasers of the adjusted purchase price, then the sale of the Property shall continue in accordance with the terms and conditions of the Purchase and Sale Agreement in respect of that Property and, subject only to the Permitted Encumbrances set forth in the Liquidator's Certificate:
  - (a) the Property shall be vested in the name of the Purchaser free of all estate, right, title, interest, royalty, rental, and equity of redemption of SVM and all persons who claim by, through or under SVM in respect of the Property;
  - (b) SVM and all persons who claim by, through or under SVM shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental, and equity of redemption of the Property and, to the extent that any such person remains in possession or control of any of the Property, they shall forthwith deliver possession of same to the Purchaser or its nominee;

- (c) the Purchaser shall be entitled to vacant possession, or subject to any assumed rental arrangement, of the Property on a closing date agreed between counsel for the Purchaser and counsel for the Liquidator;
  - (d) the Registrar of the Land Titles Office of Alberta shall discharge all encumbrances (except Permitted Encumbrances) listed in the Liquidator's Certificate in respect of that Property; and
  - (e) the Registrar of Land Titles shall comply with this order forthwith notwithstanding Section 191(1) of the *Land Titles Act*.
7. Following the sale of a Property, the Net Proceeds from a sale shall be held in trust by counsel for the Liquidator and thereafter paid to the Liquidator/Investigator and its counsel, on a *pro rata* basis, in partial satisfaction of their respective fees and disbursements, as approved pursuant to the Order granted by The Honourable Justice R.A. Neufeld on January 14, 2021 (the "**January Order**"). Provided that following satisfaction in full of the January Order, any excess Net Proceeds shall be held by the Liquidator until further order of this Court.
8. Service of this Order shall be deemed good and sufficient by:
- (a) Serving same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order; and
  - (b) posting a copy of this Order on the Liquidator's website at [www.kpmg.ca/shepherdsvillage](http://www.kpmg.ca/shepherdsvillage);
- and service on any other person is hereby dispensed with.



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Justice of the Court of Queen's Bench of Alberta



**Schedule "A" – Liquidator's Certificate**

Clerk's stamp:

COURT FILE NUMBER	1701-07807
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	<b>IN THE MATTER OF THE <i>COMPANIES ACT</i>, R.S.A. 2000, c C-21.</b>
	<b>AND</b>
	<b>IN THE MATTER OF THE <i>JUDICATURE ACT</i>, R.S.A. 2000, c J-2.</b>
	<b>AND</b>
	<b>IN THE MATTER OF SHEPHERD'S VILLAGE MINISTRIES LTD.</b>
APPLICANT	<b>KPMG INC., in its capacity as liquidator of SHEPHERD'S VILLAGE MINISTRIES LTD.</b>
DOCUMENT	<b><u>LIQUIDATOR'S CERTIFICATE</u></b>
	<b><u>(Approval and Vesting – Unit Sales)</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8  Attention: David Mann / Afshan Naveed Ph. (403) 268-7097 / 7015 Fx. (403) 268-3100 File No.: 533650-8

**LIQUIDATORS' CERTIFICATE**

WHEREAS the Order of Madam Justice K.M. Eidsvik, made in these proceedings on August 31, 2021 (the "**Order**"), authorizes KPMG Inc., the Liquidator in these proceedings, to issue a Liquidator's Certificate in respect of the sale of a Unit;

NOW THEREFORE by filing this Liquidator's Certificate within these proceedings the Liquidator hereby certifies that:

1. All capitalized terms used in this Liquidator's Certificate shall have the meaning ascribed to them in the Order unless otherwise defined herein.
2. I am an authorized officer of KPMG Inc., the Liquidator in these proceedings.
3. I have reviewed the circumstances surrounding the sale of the Unit described as follows:

**[insert description of the Property]**

(the "**Property**")

and hereby approve of its conveyance to:

**[insert description of the Purchasers]**

(the "**Purchasers**"),

subject only to the following encumbrances remaining on title to the Property:

**[insert Permitted Encumbrances]**

(the "**Permitted Encumbrances**").

4. I make this certificate pursuant to the provisions of the Order, knowing it to be true after having made due inquiry, and not in my personal capacity.

**KPMG INC.**, in its capacity as court appointed  
Liquidator of Shepherd's Village Ministries Ltd.,  
an not in its personal or corporate capacity

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Per: Neil Honess

**APPENDIX “C”**

**ORDER REGARDING THE SALE OF UNIT 11**



Clerk's stamp:

COURT FILE NUMBER	1701-07807
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	<b>IN THE MATTER OF THE <i>COMPANIES ACT</i>, R.S.A. 2000, c C-21.</b>
	<b>AND</b>
	<b>IN THE MATTER OF THE <i>JUDICATURE ACT</i>, R.S.A. 2000, c J-2.</b>
	<b>AND</b>
	<b>IN THE MATTER OF SHEPHERD'S VILLAGE MINISTRIES LTD.</b>
APPLICANT	<b>KPMG INC., in its capacity as liquidator of SHEPHERD'S VILLAGE MINISTRIES LTD.</b>
DOCUMENT	<b><u>ORDER – CONFIRMING SALE AND VESTING TITLE OF UNIT 11</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8  Attention: David Mann / Afshan Naveed Ph. (403) 268-7097 / 7015 Fx. (403) 268-3100 File No.: 533650-8
DATE ON WHICH ORDER WAS PRONOUNCED:	August 31, 2021
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable K.M. Eidsvik

UPON THE APPLICATION of KPMG Inc. in its capacity as the Court-appointed Liquidator (the "**Liquidator**") of the property, assets and undertakings of Shepherd's Village Ministries Ltd. (the "**SVM**") and in its capacity as the Court-appointed investigator (the "**Investigator**") of Condominium Plan No. 0020672 (the "**Condo Corp**") for an order approving the sale of the lands contemplated by a residential resale condominium property purchase contract between the Liquidator and Dwight and Lorna Anderson (the "**Purchasers**"), undated with schedule "A" thereto dated August 17, 2021 (collectively the "**Sale Agreement**") as appended to the Report of the Liquidator and the Investigator, dated August 20, 2021 (the "**Fourth Report**"), and vesting in the Purchasers the Liquidator's

right title and interest in and to the lands and assets described in the Sale Agreement; AND UPON HAVING READ THE Liquidation Order dated, June 8, 2017, the Fourth Report, and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Liquidator and other interested parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, 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 the lands are the following:

CONDOMINIUM PLAN 0020672

UNIT 11

AND 29 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**")

3. The Sale Agreement submitted by the Purchasers in the amount of \$72,500.00 for the purchase of the Lands, is hereby approved and accepted and any deposit of the Purchasers held by the listing real estate agent, less commission payable, shall be forwarded to the Liquidator's counsel. All other offers, with respect to the Lands are hereby rejected and all deposits received from any other offerors shall be returned to them immediately.
4. The Liquidator is hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the Sale Agreement.
5. The Purchasers shall agree a closing date with Liquidator's counsel, which date shall not be greater than 30 days from the date of this Order (the "**Closing Date**"), and either pay to the Liquidator's counsel the adjusted purchase price, or enter into reasonable conveyancing arrangements with the Liquidator's counsel to assure payment of the adjusted purchase price, and upon doing so the Purchasers are entitled to obtain vacant possession of the Lands pursuant to paragraph 6 of this order.
6. Upon written confirmation from the Liquidator's counsel, that it has received or is satisfied that it will receive payment from the Purchasers, the Registrar of Land Titles shall cancel the existing certificate of title to the Lands and shall issue a new certificate of title in the name of:

Dwight Anderson and Lorna Anderson

(or such other transferee as directed by the Liquidator's counsel in correspondence sent to the Registrar of Land Titles at the time this order is submitted for registration) free and clear of all estate, right, title, interest, royalty, rental, and equity of redemption of SVM and all persons who claim by, through or under SVM in respect of the Lands and subject to the reservations, provisos, exceptions, and conditions expressed in the original grants thereof from the Crown and the following registrations currently registered against the Lands, as applicable:

- (A) 002 259 905 – Agreement Re: Easement, Encroachment and Party;

- (B) 002 259 906 – Agreement Re: Easement and Encroachment Agreement;
  - (C) 002 259 907 – Easement; and
  - (D) 002 259 909 – Restrictive Covenant.
7. The Registrar of Land Titles shall comply with this order forthwith notwithstanding Section 191(1) of the *Land Titles Act*.
8. Following the Closing Date and the funds comprising the purchase price being fully releasable, the net sale proceeds after the payment of any applicable closing costs, including without limitation, all goods and services and other applicable sales taxes, property taxes, real estate commissions and applicable condominium fees, if any, (the “**Proceeds**”) shall be paid to the Liquidator/Investigator and it’s counsel, on a *pro rata basis*, in partial satisfaction of their respective fees and disbursements, as approved pursuant to the Order granted by The Honourable Justice R.A. Neufeld on January 14, 2021 (the “**January Order**”). Provided that following satisfaction in full of the January Order, any excess Proceeds shall be held by the Liquidator until further order of this Court.
9. Service of this Order shall be deemed good and sufficient by:
- (a) Serving same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order; and
  - (b) posting a copy of this Order on the Liquidator’s website at [www.kpmg.ca/shepherdsvillage](http://www.kpmg.ca/shepherdsvillage);
- and service on any other person is hereby dispensed with.
10. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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Justice of the Court of Queen’s Bench of Alberta

**APPENDIX “D”**

**ORDER REGARDING THE SALE OF UNIT 15**



Clerk's stamp:

COURT FILE NUMBER 1701-07807  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE COMPANIES ACT, R.S.A.  
2000, c C-21.**

**AND**

**IN THE MATTER OF THE JUDICATURE ACT, R.S.A.  
2000, c J-2.**

**AND**

**IN THE MATTER OF SHEPHERD'S VILLAGE  
MINISTRIES LTD.**

APPLICANT **KPMG INC., in its capacity as liquidator of  
SHEPHERD'S VILLAGE MINISTRIES LTD.**

DOCUMENT **ORDER – CONFIRMING SALE AND VESTING TITLE  
OF UNIT 15**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT Dentons Canada LLP  
Bankers Court  
15th Floor, 850 - 2nd Street S.W.  
Calgary, Alberta T2P 0R8

Attention: David Mann / Afshan Naveed  
Ph. (403) 268-7097 / 7015 Fx. (403) 268-3100  
File No.: 533650-8

DATE ON WHICH ORDER WAS  
PRONOUNCED: August 31, 2021

LOCATION WHERE ORDER WAS  
PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable K.M. Eidsvik

UPON THE APPLICATION of KPMG Inc. in its capacity as the Court-appointed Liquidator (the "**Liquidator**") of the property, assets and undertakings of Shepherd's Village Ministries Ltd. (the "**SVM**") and in its capacity as the Court-appointed investigator (the "**Investigator**") of Condominium Plan No. 0020672 (the "**Condo Corp**") for an order approving the sale of the lands contemplated by a residential resale condominium property purchase contract between the Liquidator and Joy Finster (the "**Purchaser**"), dated August 10, 2021 with schedule "A" thereto dated August 17, 2021 (collectively the "**Sale Agreement**") as appended to the Report of the Liquidator and the Investigator, dated August 20, 2021 (the "**Fourth Report**"), and vesting in the Purchasers the Liquidator's right title



and interest in and to the lands and assets described in the Sale Agreement; AND UPON HAVING READ THE Liquidation Order dated, June 8, 2017, the Fourth Report, and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Liquidator and other interested parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, 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 the lands are the following:  
  
CONDOMINIUM PLAN 0020672  
UNIT 15  
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(the "**Lands**")
3. The Sale Agreement submitted by the Purchaser in the amount of \$65,000.00 for the purchase of the Lands, is hereby approved and accepted and any deposit of the Purchaser held by the listing real estate agent, less commission payable, shall be forwarded to the Liquidator's counsel. All other offers, with respect to the Lands are hereby rejected and all deposits received from any other offerors shall be returned to them immediately.
4. The Liquidator is hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the Sale Agreement.
5. The Purchaser shall agree a closing date with Liquidator's counsel, which date shall not be greater than 30 days from the date of this Order (the "**Closing Date**"), and either pay to the Liquidator's counsel the adjusted purchase price, or enter into reasonable conveyancing arrangements with the Liquidator's counsel to assure payment of the adjusted purchase price, and upon doing so the Purchaser is entitled to obtain vacant possession of the Lands pursuant to paragraph 6 of this order.
6. Upon written confirmation from the Liquidator's lawyer that it has received or is satisfied that it will receive payment from the Purchaser, the Registrar of Land Titles shall cancel the existing certificate of title to the Lands and shall issue a new certificate of title in the name of:

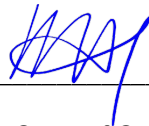
Joy Finster

(or such other transferee as directed by the Liquidator's counsel in correspondence sent to the Registrar of Land Titles at the time this order is submitted for registration) free and clear of all estate, right, title, interest, royalty, rental, and equity of redemption of SVM and all persons who claim by, through or under SVM in respect of the Lands and subject to the reservations, provisos, exceptions, and conditions expressed in the original grants thereof from the Crown and the following registrations currently registered against the Lands, as applicable:

- (A) 002 259 905 – Agreement Re: Easement, Encroachment and Party;
- (B) 002 259 907 – Easement; and

(C) 002 259 909 – Restrictive Covenant.

7. The Registrar of Land Titles shall comply with this order forthwith notwithstanding Section 191(1) of the *Land Titles Act*.
8. Following the Closing Date and the funds comprising the purchase price being fully releasable, the net sale proceeds after the payment of any applicable closing costs, including without limitation, all goods and services and other applicable sales taxes, property taxes, real estate commissions and applicable condominium fees, if any, (the “**Proceeds**”) shall be paid to the Liquidator/Investigator and it's counsel, on a *pro rata basis*, in partial satisfaction of their respective fees and disbursements, as approved pursuant to the Order granted by The Honourable Justice R.A. Neufeld on January 14, 2021 (the “**January Order**”). Provided that following satisfaction in full of the January Order, any excess Proceeds shall be held by the Liquidator until further order of this Court.
9. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order; and
  - (b) posting a copy of this Order on the Liquidator's website at [www.kpmg.ca/shepherds-village](http://www.kpmg.ca/shepherds-village);and service on any other person is hereby dispensed with.
10. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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Justice of the Court of Queen's Bench of Alberta

**APPENDIX “E”**

**ORDER REGARDING THE SALE OF UNIT 18**



Clerk's stamp:

COURT FILE NUMBER	1701-07807
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	<b>IN THE MATTER OF THE <i>COMPANIES ACT</i>, R.S.A. 2000, c C-21.</b>
	<b>AND</b>
	<b>IN THE MATTER OF THE <i>JUDICATURE ACT</i>, R.S.A. 2000, c J-2.</b>
	<b>AND</b>
	<b>IN THE MATTER OF SHEPHERD'S VILLAGE MINISTRIES LTD.</b>
APPLICANT	<b>KPMG INC., in its capacity as liquidator of SHEPHERD'S VILLAGE MINISTRIES LTD.</b>
DOCUMENT	<b><u>ORDER – CONFIRMING SALE AND VESTING TITLE OF UNIT 18</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8  Attention: David Mann / Afshan Naveed Ph. (403) 268-7097 / 7015 Fx. (403) 268-3100 File No.: 533650-8
DATE ON WHICH ORDER WAS PRONOUNCED:	August 31, 2021
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable K.M. Eidsvik

UPON THE APPLICATION of KPMG Inc. in its capacity as the Court-appointed Liquidator (the "**Liquidator**") of the property, assets and undertakings of Shepherd's Village Ministries Ltd. (the "**SVM**") and in its capacity as the Court-appointed investigator (the "**Investigator**") of Condominium Plan No. 0020672 (the "**Condo Corp**") for an order approving the sale of the lands contemplated by a residential resale condominium property purchase contract between the Liquidator and Daniel and Bernadette Napier (the "**Purchasers**"), dated July 9, 2021 with schedule "A" thereto dated August 17, 2021 (collectively the "**Sale Agreement**") as appended to the Report of the Liquidator and the Investigator, dated August 20, 2021 (the "**Fourth Report**"), and vesting in the Purchasers the Liquidator's

right title and interest in and to the lands and assets described in the Sale Agreement; AND UPON HAVING READ THE Liquidation Order dated, June 8, 2017, the Fourth Report, and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Liquidator and other interested parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, 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 the lands are the following:

CONDOMINIUM PLAN 0221044

UNIT 18

AND 61 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(the "**Lands**")

3. The Sale Agreement submitted by the Purchasers in the amount of \$117,600.00 for the purchase of the Lands, is hereby approved and accepted and any deposit of the Purchasers held by the listing real estate agent, less commission payable, shall be forwarded to the Liquidator's counsel. All other offers, with respect to the Lands are hereby rejected and all deposits received from any other offerors shall be returned to them immediately.

4. The Liquidator is hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the Sale Agreement.

5. The Purchasers shall agree a closing date with Liquidator's counsel, which date shall not be greater than 30 days from the date of this Order (the "**Closing Date**"), and either pay to the Liquidator's counsel the adjusted purchase price, or enter into reasonable conveyancing arrangements with the Liquidator's counsel to assure payment of the adjusted purchase price, and upon doing so the Purchasers are entitled to obtain vacant possession of the Lands pursuant to paragraph 6 of this order.


6. Upon written confirmation from the Liquidator's counsel that it has received or is satisfied that it will receive payment from the Purchasers, the Registrar of Land Titles shall cancel the existing certificate of title to the Lands and shall issue a new certificate of title in the name of:

Daniel Napier and Bernadette Napier

(or such other transferee as directed by the Liquidator's counsel in correspondence sent to the Registrar of Land Titles at the time this order is submitted for registration) free and clear of all estate, right, title, interest, royalty, rental, and equity of redemption of SVM and all persons who claim by, through or under SVM in respect of the Lands and subject to the reservations, provisos, exceptions, and conditions expressed in the original grants thereof from the Crown and the following registrations currently registered against the Lands, as applicable:

(A) 002 059 148 – Utility Right of Way;

- (B) 002 259 905 – Agreement Re: Easement, Encroachment and Party;
  - (C) 002 259 906 – Agreement Re: Easement and Encroachment Agreement; and
  - (D) 002 259 909 – Restrictive Covenant.
7. The Registrar of Land Titles shall comply with this order forthwith notwithstanding Section 191(1) of the *Land Titles Act*.
8. Following the Closing Date and the funds comprising the purchase price being fully releasable, the net sale proceeds after the payment of any applicable closing costs, including without limitation, all goods and services and other applicable sales taxes, property taxes, real estate commissions and applicable condominium fees, if any, (the “**Proceeds**”) shall be paid to the Liquidator/Investigator and it’s counsel, on a *pro rata basis*, in partial satisfaction of their respective fees and disbursements, as approved pursuant to the Order granted by The Honourable Justice R.A. Neufeld on January 14, 2021 (the “**January Order**”). Provided that following satisfaction in full of the January Order, any excess Proceeds shall be held by the Liquidator until further order of this Court.
9. Service of this Order shall be deemed good and sufficient by:
- (a) Serving same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order; and
  - (b) posting a copy of this Order on the Liquidator’s website at [www.kpmg.ca/shepherds-village](http://www.kpmg.ca/shepherds-village);
- and service on any other person is hereby dispensed with.
10. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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Justice of the Court of Queen’s Bench of Alberta

**APPENDIX “F”**  
**MEMORANDUM OF ASSOCIATION**



"THE COMPANIES ACT"  
CHAPTER C-20 REVISED STATUTES OF ALBERTA, 1980  
NON-PROFIT COMPANY  
INCORPORATED UNDER PART 9, SECTION 200

10000499000116462

MEMORANDUM OF ASSOCIATION OF  
SHEPHERD'S VILLAGE MINISTRIES LTD.

1. The name of the company is, "SHEPHERD'S VILLAGE MINISTRIES LTD." (the "Company").

2. The objects for which the Company is established are as follows:

(a) To develop and manage housing accommodation for mature adults, the elderly, senior citizens, the aged and other older individuals (collectively referred to in this memorandum as "Older Persons"), including:

- (i) the acquisition, assembly and development of lands for the construction and development of housing accommodation for Older Persons;
- (ii) the acquisition of lands and the development and construction of housing accommodation for Older Persons on such lands;
- (iii) the acquisition of existing buildings and the lands upon which they are situated for use in providing housing accommodation for Older Persons;
- (iv) the acquisition and conversion of existing buildings and the land upon which they are situated into housing accommodation for Older Persons,

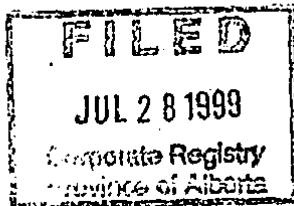
provided that "housing accommodation", as used above, includes:

(v) any structure or other improvement to land, used or to be used, for human habitation, convenience, enjoyment or commerce or any combination thereof, and

(vi) a project, together with the land on which it is situated, consisting of one or more attached or detached houses, one or more multiple family dwellings, housing accommodation of the hostel or dormitory type, two or more condominium units, apartments or any combination thereof, together with any public space, recreation facilities, commercial and other buildings appropriate to the project.

(b) To lease the individual units of the housing accommodation to Older Persons on month to month terms, fixed terms or life-lease terms with or without buy-back provisions;

(c) To sell the individual units of the housing accommodation to Older Persons with or without buy-back provisions;





- (d) To consult and liase with other non-profit organizations and charitable organizations, in particular those associated with the Lutheran Church of Canada, for the purpose of furthering the development of housing accommodation for Older Persons, the development of social, recreational and spiritual programs for Older Persons and the development of programs which generally enhance the lifestyle of Older Persons;
- (e) To develop, manage and administer social, recreational and spiritual programs for Older Persons in the community;
- (f) To develop, manage and administer programs that are designed to enhance the lifestyle of Older Persons in the community;
- (g) Where the company, in its sole discretion, deems necessary or advisable, to contribute to funding the programs authorized by paragraph 2 (d)(e) and (f).

3. In order for the Company to carry out its objects it shall have the following powers, namely:

- (a) To accumulate from time to time all or part of the funds of the Company and the income therefrom and to invest and reinvest the same in such manner as may from time to time be determined by the directors of the Company;
- (b) To acquire, accept, solicit or receive by purchase, lease, contract, donation, legacy gift, grant, bequest or otherwise, any kind of real or personal property and to enter into and carry out agreements, contracts and undertakings incidental thereto;
- (c) To hold, manage, sell or convert any of the real or personal property from time to time owned by the Company, and to invest and reinvest any principal in such manner as may from time to time be determined by the directors of the Company;
- (d) To demand, receive, sue for, recover and compel the payment of all sums of money that may become due and payable to the Company, to apply the said sums for the objects and purposes of the Company and generally to sue and be sued;
- (e) To acquire by purchase, lease, devise, gift and other title, and to hold and use or occupy any real property determined by the directors to be reasonably necessary for the carrying on of its undertaking and to sell, dispose of and convey the same or any part thereof as may be considered advisable;
- (f) To acquire, accept, solicit or receive any gift of real or personal property, either as an annual or other contribution or as an addition to the funds of the Company;
- (g) To employ and pay such assistants, clerks, agents, representatives and employees, to procure, equip and maintain such offices and other facilities, and to incur such reasonable expenses as may be necessary;

- (h) To exercise all voting rights and to authorize and direct the execution and delivery of proxies in connection with any shares or obligations in any company, or corporation or other entity owned by the Company and generally to act in a prudent manner as a holder of such shares or obligations;
- (i) To enter into arrangements with any government or government authorities (municipal, provincial or federal) that seem conducive to the Company's objects or any of them and the power to obtain from any such government or government authority any rights, privileges, and concessions that the Company determines is desirable to obtain, and the power to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions;
- (j) To advertise and make known the existence of the Company and its objects by any means that seem expedient and in particular, by advertising in the press, by radio, by television, by circulars, by publication of books and periodicals and by granting prizes, rewards and donations or otherwise as may from time to time be determined by the Directors of the Company;
- (k) To raise, and assist in raising money for, and to aid by way of loan, endorsement, or guarantee any charity that the Company determines to assist;
- (l) To borrow money, to make, endorse, accept, execute and issue promissory notes, bills of exchange, bonds, debentures, bills of lading, warrants, all kinds of negotiable and transferable instruments and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise, without limit as to amount, and to secure the same by mortgage, pledge or otherwise;
- (m) To acquire by purchase, lease or otherwise and to take over and/or manage and carry on all or any of the businesses, undertakings, properties, franchises, goodwill, contracts, or rights, powers and privileges held, enjoyed or carried on by any person, firm or Company or by any business, the carrying on of which will in the opinion of the Company, promote the carrying out of the undertakings of the Company or any of them or possessed of any property suitable for the objects or any of them of the Company, as the Company deems advisable, and in particular, for shares, bonds, debentures or other securities of the Company; to let and sub-let any property and to sell, lease, or otherwise dispose of the whole or any part of the Company's business, property and assets of any kind for such consideration as the Company may deem advisable and in particular, for shares, bonds, debentures or other securities of any other Company; and to undertake the liability of any such person, firm or Company;
- (n) To take part in the management, supervision or control of the business or operations of any Company or undertaking of which the Company holds any shares, bonds, debentures, or other securities or of which the Company owns any property, assets or rights and, for that purpose, to appoint and remunerate any managers, accountants or other experts or agents;

- (o) To acquire and hold real and personal property of every nature, kind and description; including mortgages, agreements for sale, leases, shares, stocks, debentures, bonds and securities of all kinds and descriptions for the purpose of investment and for the purpose of earning rent and interest;
- (p) To acquire land for building purposes and to lay out building lots and to clear and improve the same in any manner, and to construct roads, ways and improvements of every description; and to purchase, lease, construct or otherwise acquire, hold and enjoy and to manage all such properties;
- (q) To carry on any trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company;
- (r) To employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business, concern or undertaking and generally of any assets, property or rights;
- (s) To act as agents or attorneys for the transaction of any business, sale of property, investment of funds, and the collection of moneys, rents, interest, dividends, mortgages, bonds, bills, notes and other securities;
- (t) To act as managers of property and as consultants in the management of any property or to act as managers of or provide assistance in the management of any business of any kind or description;
- (u) To carry out all or any of the objects of the Company and do all or any of the above things either alone or in conjunction with others;
- (v) Without restricting the generality of the foregoing, to do all such things as are conducive to the attainment of such objects.

4. In carrying out its objects the Company shall be entitled to exercise any of those powers set forth in Section 20 of *The Companies Act*.

5. In the event of the dissolution or winding-up of the Company, all of its remaining assets and property of any type after payment of its debts, liabilities and obligations shall be paid and distributed to the Lutheran Church - Canada, The Alberta - British Columbia District or to such other charitable organization existing in Canada, from time to time, as may be approved by resolution of the members.

6. The Company shall conduct its operations without pecuniary gain to its members and all profits or other accretions to the Company are to be used in promoting its objects. No part of the income of the Company shall be paid, transferred or otherwise made available directly or indirectly for the benefit of any Member, Director or employee of the Company or its activities. Notwithstanding the foregoing, the Company may make reasonable payment to any person for

services actually rendered by such person or for property actually transferred to the Company by such person.

7. The membership in the Company shall be limited to 50 persons or less. The liability of the members is limited.

8. Any invitation to the public to become members is prohibited.


9. The transfer of the interest of any member in the Company is prohibited without the prior consent of a majority of the Directors of the Company.

10. Each member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or it is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a member, and of the costs and expenses of winding up and for adjustment of the rights or contributors among themselves, such amount as may be required, not exceeding the sum of \$1.00

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

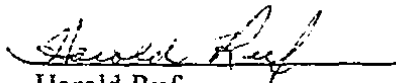
DATED at the City of Edmonton, in the Province of Alberta, this 3 day of June, 1999.

NAME	ADDRESS	OCCUPATION
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Ted Ulmer

7100 Ada Boulevard  
Edmonton, Alberta  
T5B 4E4

Business Administrator  
Occupation

  
Harold Ruf

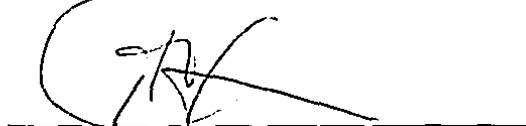
7100 Ada Boulevard  
Edmonton, Alberta  
T5B 4E4

President, Alberta  
British Columbia District  
Occupation Dist. Mgr., Alaska - Canada

  
Steve Grande

Box 1383  
Valleyview, Alberta  
T0H 3N0

Pastor  
Occupation

  
WITNESS as to the above signatures

RONALD G. CHOWNE  
Printed Name of Witness

10328-81 Avenue, Edmonton  
Address of Witness AB T6E 1X2

**APPENDIX “G”**  
**ARTICLES OF ASSOCIATION**



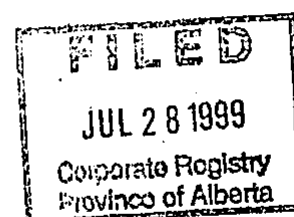
## "THE COMPANIES ACT"

10000299000116463

CHAPTER C-20 REVISED STATUTES OF ALBERTA, 1980

NON-PROFIT COMPANY

INCORPORATED UNDER PART 9, SECTION 200

ARTICLES OF ASSOCIATION OF  
SHEPHERD'S VILLAGE MINISTRIES LTD.Registered Office

1. The Registered Office of the Company shall be in the City of Edmonton, in the Province of Alberta, or at such other place in the Province of Alberta as the directors may from time to time determine by resolution of the directors.

Board of Directors

2. The affairs of the Company shall be managed by its Board of Directors and the number of directors shall be not less than two, or more than fifteen.
3. Until the first directors have been appointed, the subscribers hereto shall be deemed for all purposes to be directors.
4. A director does not need to be a member of the Company.
5. At least one half of the Board of Directors shall be resident Albertans.
6. The directors of the Company shall not receive any remuneration from the Company for performing their duties as directors or officers of the Company, provided, however, that a director may be employed by the Company to perform marketing, ministry, consulting, educational or administrative functions.
7. A director may retire from his office upon giving one month's notice in writing to the Company of his intention so to do and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.
8. The office of a director shall be vacated:
- (a) if he becomes bankrupt, or insolvent, or suspends payment or compounds with his creditors or has made a general assignment for the benefit of his creditors;

- (b) if he is lunatic or becomes of unsound mind;
- (c) if, by notice in writing to the Company, he resigns;
- (d) if he be removed by resolution of the Company as hereinafter provided.

9. The Company may, by special resolution, remove any director before the expiration of his period of office and appoint another qualified person in his stead and the person so appointed shall hold office during such time only as the director in whose place he is appointed would have held the same if he had not been removed.

### Election of Directors

10. At the first annual meeting and at every succeeding annual meeting, all the directors shall retire from office. A retiring director shall retain office until the dissolution of the meeting at which his successor is elected. A retiring director shall be eligible for re-election.

11. The company, at every annual meeting, shall fill up the vacated offices by electing a like number of persons, or such greater or lesser number of persons as may previously at such meeting or at any other meeting have been determined on as the number of directors to be elected by resolution of the members, to be directors.

12. If, at any annual meeting at which an election of directors ought to take place, no such election takes place, the retiring directors shall continue in office until the annual meeting in the next year and so on, from year to year, until their places are filled, unless it shall be determined at such meeting to reduce the number of directors.

13. The Company may from time to time determine, increase or reduce the number of directors by ordinary resolution and may determine or alter their qualifications, whether previous notice thereof has been given or not.

14. Any casual vacancy occurring among the directors may be filled up by the directors, but any person so chosen shall retain his office only so long as the vacating director would have retained the same if no vacancy had occurred.

### Quorum and Meetings, Board of Directors

15. A majority of the directors shall form a quorum for the transaction of business.

16. Except as otherwise required by law, the Board of Directors may hold its meetings at such place or places as it may from time to time determine, provided that in any year a majority of meetings shall be held in places within Canada.

17. No formal notice of such meeting shall be necessary if all the directors are present or if those absent have signified their consent to the meeting held in their absence.
18. Directors' meetings may be formally called by the President, by the Secretary on direction of the President or by the Secretary on direction in writing of two other directors.
19. Notice of such meetings shall be mailed to each director no less than twenty-one days before the meeting is to take place, together with an agenda indicating the nature of the business to be considered.
20. The Statutory Declaration of the Secretary or President that notice has been given pursuant to these Articles shall be sufficient and conclusive evidence of the giving of such notice.
21. The Board may appoint a day or days in any month or months for regular meetings, at an hour to be named and, of such regular meeting, no notice need be sent.
22. A Directors' meeting may also be held, without notice, immediately following the annual meeting of the Company.
23. The Directors may consider or transact any business, either special or general, at any meeting of the Board, provided that notice of the business to be considered was given with notice of the meeting.

#### Errors in Notice, Board of Directors

24. No error or omission in giving such notice for a meeting of directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

#### Voting, Board of Directors

25. Questions arising at any meeting of directors shall be decided by a majority of votes.
26. In the case of an equality of votes, whether upon a show of hands or a poll, the Chairman shall have a second or casting vote.
27. All votes at such meeting shall be taken by ballot if so demanded by any director present, but if no demand be made, the vote shall be by a show of hands or by assent or dissent.
28. A declaration by the Chairman that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as *prima facie* proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.



29. A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors, duly called and constituted and shall relate back to any date therein stated to be the effective date thereof.

30. In the absence of the Chairman, his duties may be performed by such other director as the Board may from time to time appoint for the purpose.

### **Powers of Directors**

31. The directors of the Company may administer the affairs of the Company in all things and make or cause to be made for the Company, in its name, any kind of contract which the Company may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Company is, by the Memorandum of Association and the Articles of the Company or otherwise, authorized to exercise and do so.

32. Without in any way derogating from the foregoing, the directors are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of lands, buildings and other property, moveable or immovable, real or personal, or any right or interest therein owned by the Company, for such consideration and upon such terms and conditions as they may deem advisable.

33. For the purpose of carrying out the objects of the Company, the directors may authorize the borrowing or raising of, or securing the payment of, money in any manner which they see fit.

### **Committees**

34. The directors of the Company may appoint a committee or committees to provide them with advice or to carry out assignments as the Board of Directors deem necessary.

35. The committee or committees shall remain in operation during the pleasure of the Board of Directors.

### The Seal

36. The directors shall provide for the safe custody of the common seal of the Company. The directors shall determine and prescribe what person or persons shall be authorized to affix the corporate seal of the Company to documents, contracts and other instruments. Where no specific authorization has been made by the directors, the seal may be affixed under the hands of any two directors of the Company to documents, contracts or other instruments. Any officer or director of the Company may, for the purpose of certifying under the seal of the Company copies of or extracts from the Memorandum or Articles of Association of the Company or minutes of meetings or resolutions of the shareholder or directors of the Company, affix the corporate seal under his signature alone.

37. The Company may, as the directors may prescribe, have for use in any other Province, State or Country, an official seal which shall be a facsimile of the Common Seal of the Company, with the addition on its face of the name of the Province, State or Country where it is to be used.

### Officers of the Company

38. The officers of the Company shall consist of a President and Secretary and such other officers as the directors may by resolution determine from time to time. The officers of the Company shall be appointed by the directors from among their number.

39. The officers so elected and appointed shall hold office until the next annual meeting or until their respective successors are elected or appointed and shall carry out such duties as the directors may from time to time appoint.

40. The respective duties of the officers shall be those designated by the directors and, unless and until duties are designated, shall be those usually pertaining to such offices.

41. Where a person has more than one office, each shall be deemed separated from the others and an officer may sign documents which describe himself by any one or more of the offices which he holds or may use the name of all the offices held by him.

### Membership in the Company

42. Directors of Lutheran Church-Canada, the Alberta-British Columbia District shall *ex officio* be the Members of the Company and shall be the only members of the Company other than the subscribers to the Memorandum of Association of the Company.

43. The rights of a Member, as such, shall be personal and shall not be transferable and shall cease upon the death of the member or upon his ceasing to hold office by virtue of which he is a Member of the Company.

44. The Company shall maintain a register of its Members at its registered office.

### Annual and Other Meeting of Members.

45. The annual or any other general meeting of the members shall be held at the head office of the Company or such other place as the Board of Directors may determine and on such day as the directors shall appoint.

46. At every annual meeting, in addition to any other business that may be transacted, the report of the directors, the financial statement and the report of the auditors shall be presented and the Board of Directors and auditors appointed for the ensuing year.

47. The members may consider and transact any business, either special or general, without any notice thereof at any meeting of the members.

48. The Board of Directors or the President shall have the power to call, at any time, a general meeting of the members of the Company.

49. No public notice or advertisement of members' meetings, annual or general, shall be required, but notice of the time and place of every such meeting shall be given to each member by sending them notice by prepaid mail, twenty one days before the time fixed for the holding of such meeting; provided that any meetings of members may be held at any time and place without such notice if all members of the Company are present thereat or represented by proxy duly appointed and, at such meeting, any business may be transacted which the Company at annual or general meetings may transact.

50. No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the members of the Company shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

51. For the purpose of sending notice to any member, director or officer of any meeting or otherwise, the address of any member, director or officer shall be his last address recorded on the books of the Company.

### Adjournments

52. Any meeting of the Company or of the directors may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which adjournment took place.

53. No notice shall be required of any such adjournment.

54. Such adjournment may be made notwithstanding that no quorum is present.

### Quorum of Members

55. A quorum for the transaction of business at any meeting of members shall consist of a majority of members represented in person or by proxy.

### Voting of Members

56. Each member of the Company shall at all meetings of members be entitled to one vote and may vote by proxy.

57. Such proxy need not himself be a member, but before voting shall produce and deposit with the Secretary a written proxy signed by the member he represents.

58. At all meetings of members every question shall be decided by a majority of the members present in person or represented by proxy unless otherwise required by the Articles of Association.

59. Every question shall be decided in the first instance by a show of hands, unless a poll be demanded by any member.

60. Upon a show of hands, every member having voting rights shall have one vote and, unless a poll be demanded, a declaration by the Chairman that a resolution has been carried or not carried and an entry to that effect in the minutes of the Company shall be admissible *prima facie* proof of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution.

61. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn, the question shall be decided by a majority of votes given by the members present in person or by proxy and such poll shall be taken in such manner as the Chairman shall direct and the result of such poll shall be deemed the decision of the Company in general meeting upon the matter in question.

62. In the case of an equality of votes at any general meeting, whether upon a show of hands or at a poll, the Chairman shall have a second or casting vote.

63. A resolution in writing signed by all the members shall be as valid and effectual as if it has been passed at a meeting of the members, duly called and constituted and shall be held to relate back to any date therein stated to be the effective date thereof.

### Winding Up

64. In the event of winding up voluntarily, the property of the Company shall first be applied in satisfaction of its liabilities and any surplus shall be paid to Lutheran Church-Canada, the Alberta-British Columbia District or such other charitable organization existing in Canada, from time to time, as may be approved by resolution of the members.

65. All costs, charges and expenses properly incurred in the voluntary winding up of the Company are payable out of the assets of the Company in priority to all other claims.

### Banking Arrangements

66. The banking business of the Company, or any part thereof, shall be transacted with such bank, trust company or other firm or corporation carrying on a banking business as the Board may designate; appoint or authorize from time to time by resolution; and all such banking business, or any part thereof, shall be transacted on the Company's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, but without restricting the generality of the foregoing:

- (a) the operation of the Company's accounts;
- (b) the making, signing, drawing, accepting, endorsing, negotiating, lodging depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money;
- (c) the giving of receipts for orders relating to any property of the Company;
- (d) the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto;
- (e) the authorizing of any officer of such banker to do any act or thing on the Company's behalf to facilitate such banking business.


67. The provisions of Table A given in the Companies Act do not apply to this Company.

## General

68. The Company is prohibited from making any invitation to the public to become members.

DATED at the City of Edmonton, in the Province of Alberta, this 3<sup>rd</sup> day of June, 1999.

## OCCUPATION

  
Ted Ulmer


7100 Ada Boulevard  
Edmonton, Alberta  
T5B 4E4

Business Administrator  
Occupation

Harold Ruf


7100 Ada Boulevard  
Edmonton, Alberta  
T5B 4E4

President, Alberta -  
British Columbia District  
Occupation Lutheran Church - Canada

  
Steve Grande

Box 1383  
Valleyview, Alberta  
T0H 3N0

Artist  
Occupation

  
WITNESS as to the above signatures

Ronald G. Cholone  
Printed Name of Witness

#100, 10328-81 Avenue  
Address of Witness Edmonton, AB  
T6E 1Y2

**APPENDIX “H”**

**ALBERTA PERSONAL PROPERTY REGISTRY SEARCH**

**Search ID #:** Z14931001

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

**Search ID #:** Z14931001

**Date of Search:** 2022-Apr-25

**Time of Search:** 09:13:03

**Business Debtor Search For:**

SHEPHERD S VILLAGE MINISTRIES LTD.

No Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.

Result Complete





**APPENDIX “I”**

**RECEIPTS AND PAYMENTS OF THE LIQUIDATOR**

**Liquidator's and Investigator's Estimated Statement of Receipts and Payments****For the Period June 8, 2017 to Discharge****CAD \$**

	<b>As at April 20, 2022</b>	<b>To Discharge</b>	<b>Total</b>
<b>Receipts:</b>			
Rent & condo fees	703,795	-	703,795
Sale of properties	360,303	179,360	539,663
Life lease conversion fees	360,000	-	360,000
Reserve fund	298,136	-	298,136
Funds at date of possession	7,354	-	7,354
Miscellaneous other receipts	5,179	-	5,179
Interest	4,365	-	4,365
<b>Total Receipts</b>	<b>1,739,132</b>	<b>179,360</b>	<b>1,918,491</b>
<b>Payments:</b>			
Liquidator/Inspector remuneration	384,034	102,185	486,220
Reserve fund transfers	333,786	-	333,786
Legal fees/disbursements	299,625	101,213	400,838
Repairs & maintenance	151,879	-	151,879
Contractors	115,509	-	115,509
Insurance	111,292	-	111,292
Municipal taxes	63,218	-	63,218
Property Manager wages	57,560	-	57,560
GST paid	49,883	10,170	60,053
Utilities	47,667	-	47,667
Telephone, Cable & Internet	24,171	-	24,171
Realtor commission	19,604	-	19,604
Community services	18,376	-	18,376
Owner Association Fees	10,771	-	10,771
Bank charges	3,943	-	3,943
Operating Expense	2,645	-	2,645
Consulting expense	2,625	-	2,625
Employee Expenses	2,415	-	2,415
Equipment Rental	1,540	-	1,540
Fuel	1,084	-	1,084
Cleaning Services	603	-	603
Newspaper Advertising	557	-	557
WCB/WSIB	524	-	524
Purchases	458	-	458
Trucking / Transport	400	-	400
Office expenses	247	-	247
Miscellaneous expenses	299	-	299
Interest & Bank Charges	208	-	208
<b>Total Payments</b>	<b>1,704,923</b>	<b>213,568</b>	<b>1,918,491</b>
Funds held in estate account	34,209		-
Funds held in legal counsel's trust account	179,360		-
<b>Total estate funds as at April 20, 2022</b>	<b>213,568</b>		<b>-</b>