

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH
OF ALBERTA

JUDICIAL CENTRE

EDMONTON

Clerk's Stamp

IN THE MATTER of the *Consumer Protection Act* RSA 2000, c. C 26.3, Part 3.1 and Life
Leases Interest Rate Regulation Alberta Regulation 177/2024;

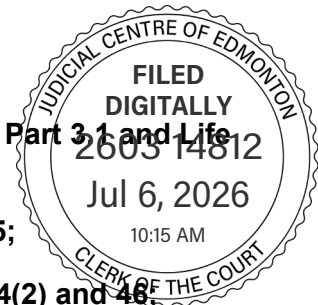
IN THE MATTER OF the *Societies Act*, RSA 2000, c.S-14, ss. 26 and 35;

IN THE MATTER OF the *Trustee Act*, RSA 2000, c.T-8, ss. 21, 23, 25, 34(2) and 46;

IN THE MATTER OF the *Business Corporations Act*, RSA 2000, c.B-9, ss. 81, and 85 Part
8, ss. 214, 215, 231 and 232;

IN THE MATTER OF the *Judicature Act*, RSA 2000, c.J-2, ss. 8, 13, 16 and 19

AND IN THE MATTER OF LIONS VILLAGE OF GREATER EDMONTON SOCIETY



APPLICANTS

CARLA TREMBLAY in her capacity as executrix of the
estate of EDITH GREENE, deceased, and GISELE
LEBLANC, and SUSAN VAN ESSEN and TEUNIS (aka
TONY) VAN ESSEN and LIFE LEASE HOLDERS and
LENDERS UNDER RELATED LOAN AGREEMENTS

RESPONDENT

LIONS VILLAGE OF GREATER EDMONTON SOCIETY

DOCUMENT

ORIGINATING APPLICATION

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers & Solicitors
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Edmonton, Alberta, Canada
T5G 4G8
Attention: Terrence M. Warner and Michael Gibson
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File Number: 0298982.0001

NOTICE TO THE RESPONDENTS: Lions Village of Greater Edmonton Society

This application is made against you. You are the Respondent.
You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date:	July 14, 2026
Time:	3:30 p.m.
Where:	Edmonton Law Courts Virtual Courtroom 86 https://albertacourts.webex.com/meet/virtual.courtroom86
Before:	The Honourable Justice J. Gill

Go to the end of this document to see what else you can do and when you must do it.

Grounds of the Application:

1. The applicants (collectively, the “**Applicants**”) fall into three categories; they are either:
 - (a) Holders of life lease agreements (“**Life Lease Agreements**”) and related loan agreements (“**Loan Agreements**”) entered into with the respondent Lions Village of Greater Edmonton Society (“**Lions Village**”);
 - (b) Representatives of estates of deceased life lease holders whose Life Lease Agreements were terminated on death; or
 - (c) Former life lease holders with related Loan Agreements who have terminated their Life Lease Agreements through notice issued pursuant to the terms of their Life Lease Agreements.
2. Lions Village is an Alberta society and registered charity (registration number 893951426RR0001) incorporated under the *Societies Act*, R.S.A. 2000, c S-14, on May 25, 1998, and previously operating under the name “Lions Village Castledowns Foundation”.
3. The Applicants seek the following relief:
 - (a) An Order, substantially in the form attached as **Schedule “A”**, appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacity, the “**Receiver**”) over all of the

current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof, of Lions Village; or

- (b) in the alternative, an Order substantially in the form attached as **Schedule “B”**, appointing BDO as judicial trustee (“**Judicial Trustee**”) with enhanced powers, to assume control of Lions Village,

in order to preserve and protect the legal rights of the Applicants and the current and former life lease holders, which are in jeopardy as a result of the insolvent circumstances of Lions Village and the mismanagement of its affairs.

Basis for the Claim:

4. Lions Village has and continues to market itself as “A Non-Profit Charitable Organization Committed to providing housing for Adults 55 and older” by marketing life leases.
5. Lions Village also continues to market itself as being affiliated with Lions Clubs International. Lions Village’s website states under the heading “FAQ” that Lions Village is a non-profit society affiliated with Lions Clubs International that is dedicated to serving seniors.
6. The Applicants, along with many other individuals who are not named as applicants, are seniors who entered into Life Lease Agreements and Loan Agreements with Lions Village, which loans were advanced for the purpose of entering into life lease tenancies with Lions Village in one of the three retirement communities operated by Lions Village.
7. The three retirement communities operated by Lions Village are Lions Village Railtown at 10916 102nd Avenue, Edmonton (“**Railtown**”), Lions Village Riverside at 204 Haddow Close NW Edmonton (“**Riverside**”), and Lions Village Castledowns at 15617 and 15625 Castle Downs Rd NW Edmonton (“**Castledowns**”, and together with Railtown and Riverside, the “**Lions Village Communities**” and each a “**Lions Village Community**”).
8. Lions Village is the registered owner of all of the units located within the Lions Village Communities, except with respect to one of the two buildings located at Castledowns, which is situated on land leased from the City of Edmonton, which lease expires in 2038.
9. Lions Village is insolvent (i) on a balance sheet basis, as its liabilities exceed its assets, and (ii) on a cash flow basis, as it is unable to meet current obligations as they come due. A significant number of life lease holders who have either passed away or have terminated their

Life Lease Agreements have been unable to recover their investments from Lions Village, despite such amounts being due and owing.

10. Lions Village has significant outstanding obligations to life lease holders who have terminated their Life Lease Agreements and are entitled to repayment by Lions Village, which Lions Village is unable to pay.
11. Lions Village is in breach of its statutory obligations under the *Consumer Protection Act*, R.S.A. 2000, c C-26.3 ("**Consumer Protection Act**") and the *Life Leases Interest Rate Regulation*, Alta Reg 177/2024 ("**Life Lease Regulations**"). In particular, Lions Village has failed to comply with s. 41.4(1) and (2) of the *Consumer Protection Act*, which requires Lions Village to return the leaseholder's entrance fee within 180 days of termination of a life lease, or pay interest at the prescribed rate.
12. Section 1 of *Life Lease Regulations* provides that the interest that is payable under section 41.4(2) of the *Consumer Protection Act* is simple interest at a rate of 9% per year, which must be paid each month within 5 business days of the last day of the month in which the interest accrued. Lions Village has failed to pay interest in accordance with the *Consumer Protection Act* and the *Life Lease Regulations*.
13. Lions Village is in breach of its obligations under the provisions of the *Societies Act*, RSA 2000, c.S-14, ss. 26, in that it has failed to file annual returns with audited financial statements for the years ending June 30, 2024 and 2025.
14. There is a serious management failure of Lions Village which affects the quality of life of the residents in that, despite collecting monthly amounts for operating expenses (which includes the cost of all repairs and maintenance), the management of Lions Village has failed in their duty to properly maintain the Lions Village Communities that they manage, including:
 - (a) Failing to repair roofs in dire need of and major repair or replacement;
 - (b) Failing to effect repair of numerous balconies in the Lions Village Communities which are rotted creating a significant safety hazard to residents;
 - (c) Failing to repair the crumbling parging on the buildings some of which is bulging and in imminent danger of breaking away creating a safety hazard as it poses a threat of collapsing onto the pedestrian areas below;
 - (d) Failing to repair retaining walls that are damaged;

- (e) Failing to service the air system resulting in black oily residue blowing out of the vents and staining the ceilings and the walls;
- (f) Failing to repair faulty fire doors which are warped or have old and malfunctioning hardware and do not close and seal properly;
- (g) Failing to effect repairs to foundations which allow water to enter into the buildings;
- (h) Failing to provide security services as a result of the failure to pay the security monitoring company leading to a cancellation of the service; and
- (i) Failing to use qualified personnel to do maintenance work within the buildings.

15. Lions Village has breached the terms of its Life Lease Agreements, Loan Agreements, and trust agreement ("**Trust Agreement**"), placing the investments of the life lease holders in serious jeopardy by its failure to deliver to the Trustee any funds paid to Lions Village by the Life Lease holders. In particular:

- (a) The Life Lease Agreements specify that the trustee under the related Trustee Agreement shall mean UMC Financial Management Inc. ("**Trustee**") or its successors.
- (b) The Loan Agreements specify, among other things, that:
 - i) The "Trust Agreement" shall mean "that certain Agreement between the Borrower and the Trustee in which the Trustee shall secure the Lender's [life lease holder's] loan by second mortgage, which second mortgage shall be held by and registered by the Trustee on behalf of all of the tenants of the Borrower [Lions Village]"; and
 - ii) That "The Lender agrees to lend to the Borrower and the Borrower agrees to borrow from the Lender, the sum of [\$] of lawful money of Canada, such sum to be advanced to the Trustee and dealt with in accordance with Trust Agreement", and shall be advanced by the Lender to the Trustee upon execution of the Loan Agreement.
- (c) The Trustee Agreement provides, among other things, that "the Landlord [Lions Village] upon receiving an Offer to Lease of a Suite in the Project [Life Lease Agreement] has agreed to deliver it to the Trustee; in addition to any loan funds received from any Tenant, a true copy of any Offer to Lease, Lease Agreement and any Loan Agreement,

and it is agreed in the Loan Agreements that the loan funds shall be held by the Trustee and dealt with according to this Agreement.”

16. In fact, no money received by Lions Village was delivered to the Trustee in breach of the Trustee Agreement and in breach of the Loan Agreements and Life Lease Agreements, but instead, the monies received by Lions Village were spent by Lions Village without accounting for the monies received.

17. Lions Village terminated the Trustee on January 31, 2026 and has failed to appoint a replacement trustee in breach of the Trustee Agreement, which provides:

“In the event of the resignation of the Trustee, its removal from office or incapacity to act, its successor shall be at once appointed by the Landlord. Should the Landlord fail to make such appointment, then such successor shall be appointed by a judge of the Court of Queen's Bench of Alberta upon the application of the Trustee or any Tenant upon notice to the Landlord and given in such manner as the judge may direct.”

18. Lions Village has fostered a culture of secrecy by:

(a) Failing to file Annual Returns with Audited Financial Statements since the year ending June 30, 2023;

(b) Amending its bylaws in 2025 to prohibit residents living in any Lions Village community governed by the Society, or in any way related to such resident, from becoming a member of the Lions Village Society; and

(c) Requiring individuals who received funds from Lions Village to sign non disclosure agreements.

19. It is just and convenient to appoint a Receiver to assume control of Lions Village to address the issues outlined above.

20. Further or in the alternative, this Honourable Court should appoint a Judicial Trustee with enhanced powers to assume control of Lions Village.

21. BDO has agreed to act either as Receiver or as Judicial Trustee.

Remedy Sought:

22. An Order in the form attached as Schedule “A” appointing BDO as Receiver of Lions Village.

23. Further or in the alternative, an Order in the form attached as Schedule “B” appointing BDO as Judicial Trustee.

24. Such further relief that this Honourable Court deems just.

Affidavit or other evidence to be used in support of this application:

25. The Affidavits of Carla Tremblay, Gisele Leblanc and Teunis Van Essen, to be filed; and

26. Such further and other materials as counsel may advise and this Honourable Court may allow.

Applicable Acts and Regulations:

27. *The Consumer Protection Act*, RSA 2000, c. C-26.3 and *Life Leases Interest Rate Regulation*, Alta Reg 177/2024.

28. *The Societies Act*, RSA 2000, c.S-14.

29. *The Trustee Act*, RSA 2000, c.T-8.

30. *The Business Corporations Act*, RSA 2000, c.B-9.

31. *The Judicature Act*, RSA 2000, c.J-2.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicants what they want in your absence. You will be bound by any order that the Court makes, or another order might be given or other proceedings taken which the Applicant are entitled to without any further notice of them to you. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the Applicants a reasonable time before the application is to be heard or considered.

SCHEDULE "A"
TO THE ORIGINATING APPLICATION

COURT FILE NUMBER

COURT

**COURT OF KING'S BENCH
OF ALBERTA**

JUDICIAL CENTRE

EDMONTON

Clerk's Stamp

IN THE MATTER of the *Consumer Protection Act* RSA 2000, c. C 26.3, Part 3.1 and Life Leases *Interest Rate Regulation* Alberta Regulation 177/2024;

IN THE MATTER OF the *Societies Act*, RSA 2000, c.S-14, ss. 26 and 35;

IN THE MATTER OF the *Trustee Act*, RSA 2000, c.T-8, ss. 21, 23, 25, 34(2) and 46;

IN THE MATTER OF the *Business Corporations Act*, RSA 2000, c.B-9, ss. 81, and 85 Part 8, ss. 214, 215, 231 and 232;

IN THE MATTER OF the *Judicature Act*, RSA 2000, c.J-2, ss. 8, 13, 16 and 19

AND IN THE MATTER OF LIONS VILLAGE OF GREATER EDMONTON SOCIETY

APPLICANTS

CARLA TREMBLAY in her capacity as executrix of the estate of EDITH GREENE, deceased, and GISELE LEBLANC, and SUSAN VAN ESSEN and TEUNIS (aka TONY) VAN ESSEN and LIFE LEASE HOLDERS and LENDERS UNDER RELATED LOAN AGREEMENTS

RESPONDENT

LIONS VILLAGE OF GREATER EDMONTON SOCIETY

DOCUMENT

RECEIVERSHIP ORDER

**ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT**

MILLER THOMSON LLP
Barristers & Solicitors
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10155 – 102 Street N.W.
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T5G 4G8
Attention: Terrence M. Warner and Michael Gibson
Email: twarner@millerthomson.com /
mgibson@millerthomson.com
Telephone: 780-429-9727 / 780-429-9733
File Number: 0298982.0001

DATE ON WHICH ORDER WAS PRONOUNCED:	July 14, 2026
LOCATION OF HEARING:	Edmonton, Alberta
NAME OF JUSTICE WHO GRANTED THIS ORDER:	Justice J. Mah

UPON the application (the “**Application**”) of the Carla Tremblay in her capacity as executrix of the estate of Edith Greene, deceased, Gisele LeBlanc, and Susan and Teunis Van Essen (collectively, the “**Applicants**”) in respect of Lions Village of Greater Edmonton Society (the “**Debtor**”); AND UPON having read the Application, the Affidavit of Carla Tremblay sworn July 2, 2026, the Affidavit of Gisele LeBlanc sworn July 2, 2026 and the Affidavit of Teunis Van Essen sworn July 3, 2026, all filed; AND UPON reading the consent of BDO Canada Limited (“**BDO**”) to act as receiver and manager (in such capacity, the “**Receiver**”) of the Debtor, filed; AND UPON reviewing the First Report of BDO Canada Limited In Its Capacity As Proposed Receiver, filed; AND UPON hearing counsel for the Applicants and counsel for the proposed Receiver and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of the notice of the Application for this order (this “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

Appointment

2. Pursuant to section 13(2) of the *Judicature Act*, RSA 2000, c.J-2, section 99(a) of the *Business Corporations Act*, RSA 2000, c.B-9, BDO is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

Receiver's Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability:
 - i. to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immovable; and
 - ii. upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by any government authority;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business and operations of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business or operations, cease to carry on all or any part of the business or operations, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business and operations of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding ●, provided that the aggregate consideration for all such transactions does not exceed ●; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or

parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

Duty to Provide Access and Co-operations to the Receiver

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph **[6]** of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the

Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

No Proceedings Against the Receiver

7. No proceeding or enforcement process in any court or tribunal (each, a **"Proceeding"**), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

No Proceedings Against the Debtor or the Property

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

No Exercise of Rights of Remedies

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
 - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;

- (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

No Interference with the Receiver

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

Continuation of Services

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor,
- are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

Receiver to Hold Funds

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

Employees

14. Subject to employees’ rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3 (“**BIA**”), other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 (“**WEPPA**”).
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- i. if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - ii. during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- iii. if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of ● as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed ● (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “A”** hereto (the “**Receiver's Certificates**”) for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

General

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Applicants shall have their costs of this application, up to and including entry and service of this Order, on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Filing

34. This Order is issued and shall be filed in Court of King's Bench Action No. ●.
35. The Receiver shall establish and maintain a website in respect of these proceedings at ● (the "**Receiver's Website**") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
36. Service of this Order shall be deemed good and sufficient by:
- (a) serving the 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 Receiver's Website
- and service on any other person is hereby dispensed with.
37. 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.

Justice J. Mah of the Court of King's Bench of
Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the interim receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Lions Village of Greater Edmonton Society appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the 14th day of July, 2026 (the "**Order**") made in action number ●, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of ●, being part of the total principal sum of ● that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded Select an Option after the date hereof at a notional rate per annum equal to the rate of Enter Rate per cent above the prime commercial lending rate of Name of Institution from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Enter Address.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the day of ,20

BDO Canada Limited, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "B"
TO THE ORIGINATING APPLICATION

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

**COURT OF KING'S BENCH
OF ALBERTA**

EDMONTON

Clerk's Stamp

**IN THE MATTER of the *Consumer Protection Act* RSA 2000, c. C 26.3, Part 3.1 and Life
Leases Interest Rate Regulation Alberta Regulation 177/2024;**

IN THE MATTER OF the *Societies Act*, RSA 2000, c.S-14, ss. 26 and 35;

IN THE MATTER OF the *Trustee Act*, RSA 2000, c.T-8, ss. 21, 23, 25, 34(2) and 46;

**IN THE MATTER OF the *Business Corporations Act*, RSA 2000, c.B-9, ss. 81, and 85 Part
8, ss. 214, 215, 231 and 232;**

IN THE MATTER OF the *Judicature Act*, RSA 2000, c.J-2, ss. 8, 13, 16 and 19;

AND IN THE MATTER OF LIONS VILLAGE OF GREATER EDMONTON SOCIETY

APPLICANTS

**CARLA TREMBLAY in her capacity as executrix of the
estate of EDITH GREENE, deceased, and GISELE
LEBLANC, and SUE VAN ESSEN and TEUNIS (aka
TONY) VAN ESSEN and LIFE LEASE HOLDERS and
LENDERS UNDER RELATED LOAN AGREEMENTS**

RESPONDENT

LIONS VILLAGE OF GREATER EDMONTON SOCIETY

DOCUMENT

ORDER (APPOINTING JUDICIAL TRUSTEE)

**ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF**

PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP

Barristers & Solicitors

#2700, Commerce Place

10155 – 102 Street N.W.

Edmonton, Alberta, Canada

T5G 4G8

Attention: Terrence M. Warner and Michael Gibson

Email: twarner@millerthomson.com /
mgibson@millerthomson.com
Telephone: 780-429-9727 / 780-429-9733
File Number: 0298982.0001

DATE ON WHICH ORDER WAS PRONOUNCED: July 14, 2026
NAME OF JUDGE WHO MADE THIS ORDER: Justice J. Mah
LOCATION OF HEARING: Edmonton, Alberta

UPON the application (the “**Application**”) of the Applicants for the judicial appointment of a trustee (the “**Judicial Trustee**”) pursuant to the Trustee Agreement (the “**Trustee Agreement**”) dated March 15, 2012, among UMC Financial Management Inc. (in such capacity, the “**Previous Trustee**”) and Lions Village of Greater Edmonton Society (“**Lions Village**”) to administer the trust (the “**Trust**”) described in the Trustee Agreement; **AND UPON NOTING** that the Trust includes loans advanced by the Applicants and other life lease tenants of Lions Village and which are to be secured by mortgages against the properties operated by Lions Village in the City of Edmonton, which properties are known respectively as Lions Village Castledowns, Lions Village Riverside and Lions Village Railtown (collectively, the “**Lions Village Communities**”); **AND UPON** having read the Application, the Affidavit of Carla Tremblay sworn on July 2, 2026, the Affidavit of Gisele LeBlanc, sworn July 2, 2026, and the Affidavit of Teunis Van Essen, all filed; **AND UPON** hearing that the Previous Trustee was terminated as trustee effective January 31, 2026, by Lions Village, and that Lions Village has failed to appoint a replacement trustee; **AND UPON** noting that any tenant may apply to the Court for the appointment of a replacement trustee pursuant to paragraph 17(b) of the Trustee Agreement in the event Lions Village fails to forthwith make such an appointment; **AND UPON** being satisfied that the Applicants have standing to make this Application and to request the relief set out in this order (this “**Order**”), pursuant to the Trustee Agreement; **AND UPON** reading the consent of BDO Canada Limited (“**BDO**”) to act as Judicial Trustee of the Trust, filed; **AND UPON** reviewing the First Report of BDO Canada Limited In Its Capacity as Proposed Receiver, filed; **AND UPON** hearing counsel for the Applicants and Lions Village;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of the notice of Application for this order, and all materials in support is hereby abridged and service thereof is deemed good and sufficient.

Appointment

2. Pursuant to section 46 of the *Trustee Act*, RSA 2000, c T-8, and the Trustee Agreement, BDO is hereby appointed Judicial Trustee, without security, of all of the assets,

undertakings and properties of the Trust, including, without limitation, all of the Trust assets in the possession or under the control of the Previous Trustee, their counsel, agents and/or assignees but held on behalf of any other party, including, but not limited to, the Applicants, Lions Village, lenders, brokers, or borrowers, in each case whether or not such property is held in trust or is required to be held in trust, which, for greater certainty, includes any and all real property charges in favour of the Trust or the Applicants and other tenant's of the Lions Village Communities (the "**Real Property Charges**"), including, without limitation, any and all monetary and non-monetary entitlements in respect to the assets thereunder (collectively, the "**Property**"), for the period 12:01 a.m. on the date hereof until such date that the Judicial Trustee enforces against, sells, conveys, transfers or leases such Property in accordance with the terms of this Order, or further Order of the Court.

3. The termination of the Previous Trustee of the Trust is hereby accepted and effective as of January 31, 2026, and the Previous Trustee is hereby replaced with the Judicial Trustee. The Previous Trustee shall forthwith:
 - (a) execute and deliver such documents as the Judicial Trustee may require for the conveyance of the Property held in their name;
 - (b) provide for and facilitate the transition of the Trust activities and affairs to the Judicial Trustee;
 - (c) account to the Judicial Trustee as required by the Judicial Trustee for all Property held by them; and
 - (d) resign from all representative or other positions held by them on behalf of the Trust, including as director or officer of any person of which the Trust owns any securities directly or indirectly.
4. Capitalized terms not otherwise defined herein have the meanings set forth in the Trustee Agreement.

Judicial Trustee's Powers

5. The Judicial Trustee is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Judicial Trustee is hereby expressly empowered and authorized to do any of the following where the Judicial Trustee considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) To conduct such investigations into the business and affairs of Lions Village and related entities as the Trustee in its discretion deems necessary or advisable;
- (d) to manage, operate and carry on the business of the Trust, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Trust;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Judicial Trustee's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Trust or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Trust and to exercise all remedies of the Trust in collecting such monies, including, without limitation, to enforce any security held by the Trust;
- (h) to settle, extend or compromise any indebtedness owing to or by the Trust;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Judicial Trustee's name or in the name and on behalf of the Trust, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Trust;

- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Trust, the Property or the Judicial Trustee, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Judicial Trustee to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Judicial Trustee deems appropriate all matters relating to the Property and the Judicial Trusteeship, and to share information, subject to such terms as to confidentiality as the Judicial Trustee deems advisable;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Judicial Trustee, in the name of the Trust;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Trust, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Trust;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Trust may have;
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (r) to enforce any or all of the Real Property Charges or other security held pursuant to the Trust,

and in each case where the Judicial Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Trust, and without interference from any other Person.

Duty To Provide Access and Co-Operation To The Judicial Trustee

6. (i) The Previous Trustee, (ii) Lions Village, (iii) all of their current and former trustees, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Judicial Trustee of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Judicial Trustee, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Judicial Trustee upon the Judicial Trustee's request.
7. All Persons shall forthwith advise the Judicial Trustee of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Trust, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Judicial Trustee or permit the Judicial Trustee to make, retain and take away copies thereof and grant to the Judicial Trustee unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Judicial Trustee due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Judicial Trustee for the purpose of allowing the Judicial Trustee to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Judicial Trustee in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Judicial Trustee. Further, for the purposes of this paragraph, all Persons shall provide the Judicial

Trustee with all such assistance in gaining immediate access to the information in the Records as the Judicial Trustee may in its discretion require including providing the Judicial Trustee with instructions on the use of any computer or other system and providing the Judicial Trustee with any and all access codes, account names and account numbers that may be required to gain access to the information.

No Proceedings Against the Judicial Trustee

9. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Judicial Trustee except with the written consent of the Judicial Trustee or with leave of this Court.

No Proceedings Against the Trust or the Property

10. No Proceeding against or in respect of the Trust, the Previous Trustee (and any previous trustee of the Trust) in their capacities as trustee of the Trust, or the Property shall be commenced or continued except with the written consent of the Judicial Trustee or with leave of this Court and any and all Proceedings currently under way against or in respect of the Trust or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 10; and (ii) affect a Regulatory Body’s investigation in respect of the Trust or an action, suit or proceeding that is taken in respect of the Trust by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

No Exercise of Rights or Remedies

11. All rights and remedies (including, without limitation, set-off rights) against the Trust, the Previous Trustee (and any previous trustee of the Trust) in their capacities as trustee of the Trust, the Judicial Trustee, or affecting the Property, are hereby stayed and suspended except with the written consent of the Judicial Trustee or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Judicial Trustee or the Trust to carry on any business which the Trust is not lawfully entitled to carry on, (ii) exempt the

Judicial Trustee, the Previous Trustee, or the Trust from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

No Interference With The Judicial Trustee

12. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Trust, without written consent of the Judicial Trustee or leave of this Court.

Continuation Of Services

13. All Persons having oral or written agreements with the Trust or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Trust are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Judicial Trustee, and this Court directs that the Judicial Trustee shall be entitled to the continued use of the Trust's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Judicial Trustee in accordance with normal payment practices of the Trust or such other practices as may be agreed upon by the supplier or service provider and the Judicial Trustee, or as may be ordered by this Court.

Judicial Trustee To Hold Funds

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Judicial Trustee from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Judicial Trustee (the "**Post Judicial Trusteeship Accounts**") and the monies standing to the credit of such Post Judicial Trusteeship Accounts from time to time, net of any disbursements provided for herein, shall be held by

the Judicial Trustee to be paid in accordance with the terms of this Order or any further order of this Court.

Employees

15. Subject to employees' rights to terminate their employment, all employees of the Trust, if any, shall remain the employees of the Trust until such time as the Judicial Trustee, on the Trust's behalf, may terminate the employment of such employees. The Judicial Trustee shall not be liable for any employee-related liabilities, other than such amounts as the Judicial Trustee may specifically agree in writing to pay.
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Judicial Trustee shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Judicial Trustee, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Trust, and shall return all other personal information to the Judicial Trustee, or ensure that all other personal information is destroyed.

Limitation On Environmental Liabilities

17. (a) Notwithstanding anything in any federal or provincial law, the Judicial Trustee is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Judicial Trustee's appointment; or
 - (ii) after the Judicial Trustee's appointment unless it is established that the condition arose or the damage occurred as a result of the Judicial Trustee's gross negligence or wilful misconduct.

- (b) Nothing in sub-paragraph 16(a) exempts a Judicial Trustee from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph 16(a) hereof, where an order is made which has the effect of requiring the Judicial Trustee to remedy any environmental condition or environmental damage affecting the Property, the Judicial Trustee is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Judicial Trustee, if the order is in effect when the Judicial Trustee is appointed, or during the period of the stay referred to in clause ii below, the Judicial Trustee:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Judicial Trustee, if the order is in effect when the Judicial Trustee is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Judicial Trustee to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
 - (iii) if the Judicial Trustee had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation On The Judicial Trustee's Liability

18. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Judicial Trustee shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Judicial Trustee under any applicable law.

Judicial Trustee's Accounts

19. The Judicial Trustee, counsel to the Judicial Trustee and counsel to the Trust shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Judicial Trustee, counsel to the Judicial Trustee and counsel to the Trust shall be entitled to and are hereby granted a charge (the "**Judicial Trustee's Charge**") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Judicial Trustee's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.
20. The Judicial Trustee, its legal counsel and legal counsel to the Trust shall pass their accounts from time to time.
21. Prior to the passing of its accounts, the Judicial Trustee shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Judicial Trustee or its counsel, and legal counsel to the Trust and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding Of The Judicial Trusteeship

22. The Judicial Trustee be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$● (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred by this Order,

including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Judicial Trustee's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

23. Neither the Judicial Trustee's Borrowings Charge nor any other security granted by the Judicial Trustee in connection with its borrowings under this Order shall be enforced without leave of this Court.
24. The Judicial Trustee is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Judicial Trustee's Certificates**”) for any amount borrowed by it pursuant to this Order.
25. The monies from time to time borrowed by the Judicial Trustee pursuant to this Order or any further order of this Court and any and all Judicial Trustee's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Judicial Trustee's Certificates.

Allocation

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Judicial Trustee's Charge and Judicial Trustee's Borrowings Charge amongst the various assets comprising the Property.

General

27. The Judicial Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Judicial Trustee will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
29. Nothing in this Order shall prevent the Judicial Trustee from acting as a trustee in bankruptcy of the Trust or any Respondent.

30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Judicial Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Judicial Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Judicial Trustee and its agents in carrying out the terms of this Order.
31. The Judicial Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Judicial Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Trust shall have its costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Judicial Trustee under the Judicial Trustee's Charge.
33. Any interested party who wishes to make submissions in this matter shall file with BDO, a Notice of Intention to Appear in the form appended to this Order as **Schedule "B"**.
34. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Judicial Trustee and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Filing

35. This Order is issued and shall be filed in Court of King's Bench Action No. ●.
36. The Judicial Trustee shall establish and maintain a website in respect of these proceedings at ● and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Judicial Trustee, or served upon it, except such

materials as are confidential and the subject of a sealing order or pending application for a sealing order.

Justice J. Mah of the Court of Queen's Bench of
Alberta

SCHEDULE "A"

JUDICIAL TRUSTEE CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the judicial trustee (the "**Judicial Trustee**") of all of the assets, undertakings and properties of the trust property (the "**Property**") described in the Trustee Agreement dated March 15, 2012, among the previous trustee, UMC Financial Management Inc., and Lions Village of Greater Edmonton Society, appointed by Order of the Court of King's Bench of Alberta (the "**Court**") dated the 14th day of July, 2026 (the "**Order**") made in action number _____, has received as such Judicial Trustee from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Judicial Trustee is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Judicial Trustee pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Judicial Trustee to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Judicial Trustee to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Judicial Trustee to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Judicial Trustee does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

BDO Canada Limited, solely in its capacity as
Judicial Trustee of the Property (as defined in
the Order), and not in its personal capacity

Per: _____

Name:

Title: