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COURT FILE NUMBER	2603-14812
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON

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Oct 2, 2026
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CLERK OF THE COURT

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 2022, c.T-8.1, ss. 16, 17, 22, 26(3), 29, 30, 31, 32 and Part 8;

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

ORIGINATING APPLICANT	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
ORIGINATING RESPONDENT	LIONS VILLAGE OF GREATER EDMONTON SOCIETY
APPLICANT	BDO CANADA LIMITED in its capacity as COURT APPOINTED RECEIVER of certain property of LIONS VILLAGE OF GREATER EDMONTON SOCIETY
DOCUMENT	AMENDING ORDER (APPOINTING JUDICIAL TRUSTEE)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 103 Avenue NW Edmonton, Alberta T5J 0K4 Ph. (780) 423-7219 Fax. (780) 423-7276 File No. 542874-37 Lawyer: Tom Gusa

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DATE ON WHICH ORDER WAS PRONOUNCED:	**September ~~21~~, 2026** CS
LOCATION OF HEARING:	**Edmonton, Alberta**
NAME OF JUSTICE WHO GRANTED THIS ORDER:	**Justice C. Simard**

WHEREAS an Order (Appointing Judicial Trustee) was granted in this Action by the Honourable Justice J. Gill on July 14, 2026 (the "**Judicial Trustee Order**") whereby BDO Canada Limited ("**BDO**") was appointed as the Judicial Trustee (the "**Judicial Trustee**") to administer the Trust (as defined in the Judicial Trustee Order); AND UPON noting that the Receiver seeks to amend certain provision of the Judicial Trustee Order;

AND UPON noting that the Judicial Trustee Order appoints Miller Thomson LLP as Representative Counsel ("**Representative Counsel**") of certain parties set out in paragraph 26 of the Judicial Trustee Order; AND UPON noting that the parties seek to amend certain provisions of the Representative Counsel's appointment;

AND UPON noting the submissions from counsel for BDO, counsel for Lions Village (as defined in the Judicial Trustee Order) and Representative Counsel;

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.

Defined Terms

2. Capitalized terms not otherwise defined herein have the meanings set forth in the Trustee Agreement, as appended to the Tremblay Affidavit as Exhibit "N".

Appointment

3. Pursuant to section 16 of the *Trustee Act*, SA SA 2022, c.T-8.1, 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 (as defined in the Judicial Trustee Order) (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.

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4. 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.

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 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;

   (e) 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, provided however that the Judicial Trustee shall not have the power to enforce the Real Property Charges registered against Lions Village Riverside and Lions Village Railtown (each as

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defined in the Judicial Trustee Order) without prior approval of this Court on notice to Lions Village ("**Real Property Charges Restriction**");

(f) to settle, extend or compromise any indebtedness owing to or by the Trust;

(g) 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;

(h) to undertake environmental or workers' health and safety assessments of the Property and operations of the Trust;

(i) subject to the Real Property Charges Restriction, 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.

(j) 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;

(k) to register a copy of this Order and any other Orders in respect of the Property and against title to the Lands set out herein at Schedule "B";

(l) 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;

(m) 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;

(n) to exercise any shareholder, partnership, joint venture or other rights which the Trust may have;

(o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and

(p) subject to the Real Property Charges Restriction, to enforce any or all of the Real Property Charges or other security held pursuant to the Trust,

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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 (as defined in the Judicial Trustee Order), (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.

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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

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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 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.

Limitation On Environmental Liabilities

16. (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

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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

17. 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

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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

18. 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 Trust and Property, which charge shall not exceed an agreement amount of **$250,000** 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.

19. The Judicial Trustee, its legal counsel and legal counsel to the Trust shall pass their accounts from time to time.

20. 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

21. 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 **$250,000** (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.

22. 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.

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23. 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.

24. 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

25. 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.

Representative Counsel for Trust Claimants

26. Miller Thomson LLP is hereby appointed as representative counsel (in such capacity and collectively the "**Representative Counsel**") in these proceedings to represent the interests of all individuals or entities who reside or who formerly resided in the Lions Village Comminutes (excluding the Opt-Out Parties as herein defined) who have an interest in the Trust and Property ("**Trust Claimants**") except for those Trust Claimants who do not wish to be represented by Representative Counsel ("**Opt-Out Claimants**").

27. Representative Counsel shall act in the best interests of the Trust Claimants as a whole and shall take such necessary and appropriate actions as Representative Counsel deems fit from time to time.

28. The mandate of Representative Counsel is limited to advancing the interests of the Trust Claimants as a group in these proceedings and in particular, by discharging the following duties:

    (a) communicating and liaising with the Judicial Trustee, Lions Village, or third parties (as applicable) in respect of these proceedings;

    (b) reviewing materials in these proceedings and where appropriate, providing the Judicial Trustee with comments or concerns regarding the substance or terms of said materials;

    (c) representing and advocating for the interests of the Trust Claimants, including preparing Court materials, attending and taking positions on behalf of the Trust Claimants, and representing and assisting the Trust Claimants in any or claims process commenced by the Judicial Trustee; and

    (d) such other activities and duties as are reasonably necessary to carry out the duties listed above, or as otherwise directed by the Court.

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29. Representative Counsel shall be at liberty and is hereby authorized to:

(a) establish a committee to represent the Trust Claimants in respect of these proceedings ("**Committee**");

(b) in respect of the Committee, select up to three (3) representatives ("**Trust Representatives**") who:

(i) shall be either Trust Claimants or duly authorized representatives of any deceased or incapacitated Trust Claimants;

(ii) will be authorized to receive information and advice from, and provide instructions to, Representative Counsel in the carrying out and fulfilment of their duties as directed herein;

(iii) will be authorized to solicit information from and provide information to Trust Claimants regarding these proceedings;

(iv) will be selected by Representative Counsel by way of solicitations of interest issued to all Trust Claimants. In making its selection of Trust Representatives, Representative Counsel shall take into account applicant's skills and experience which may be relevant to their ability to effectively act as a Trust Representative; and

(v) apply to this Court for advice and directions in respect of its appointment or the fulfilment of its duties in carrying out the provisions of this Order or variation of the powers and duties of Representative Counsel, upon notice to the Judicial Trustee and to other interested parties, unless otherwise ordered by the Court.

30. In the event that any Trust Claimants dispute Representative Counsel's initial selection of any of the Trust Representatives pursuant to paragraph 29(b)(iv) of this Order, then Representative Counsel is authorized and directed to apply to this Court for advice and direction regarding same. Further, any Trust Representative may resign at any time and in the event of resignation, Representative Counsel may appoint another Trust Claimant as a Trust Representative in consultation with the Judicial Trustee.

31. Representative Counsel shall be paid reasonable fees and expenses by the Judicial Trustee from the Property, any funds borrowed by the Judicial Trustee pursuant to paragraph 21 hereof, or from any other funds otherwise collected by the Judicial Trustee in these proceedings up to an initial maximum amount of **$150,000** (the "**Fee Allowance**"), with any subsequent increases in the Fee Allowance to be determined by further order of this Court. Representative Counsel shall be paid on the provision of invoices, with such redactions as are necessary to maintain solicitor/client privilege, by the Representative Counsel, to the Judicial Trustee. Upon the written request of the Judicial Trustee, Lions Village, or any other party, Representative Counsel shall seek the

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approval of its fees and disbursements by this Court. Opt-out Claimants will be responsible for paying their own legal costs without recourse within these proceedings.

32. Subject to any further order of the Court, and without limitation to any other right or protection in favour of the Representative Counsel:

(a) Representative Counsel shall not be required to take any step or action if it reasonably believes that there will not be sufficient funds available to it under the Fee Allowance to complete such step or action; and

(b) Representative Counsel may apply to be discharged from their role as Representative Counsel at any time if they no longer wishes to continue in its role as Representative Counsel including, without limitation, on the basis that it reasonably believes that there are insufficient funds available to it to carry out the terms of this Order or otherwise continue to act as Representative Counsel.

33. The Judicial Trustee shall, as soon as reasonably possible after granting of this Order, subject to mutually satisfactory confidentiality arrangements, provide to the Representative Counsel the following information, documents and data in their possession to be used only for the purposes of Representative Counsel:

(a) the names and last known addresses, telephone numbers and email address, or other contact information, of the Trust Claimants; and

(b) upon request of Representative Counsel, such other documents and data as may be reasonably relevant to issues affecting Trust Claimants, subject to the agreement of the Judicial Trustee or further order of this Court.

34. Representative Counsel and the Trust Representatives shall have no liability because of their appointment or the fulfillment of their duties in carrying out the provisions of this Order or any further order of the Court in these proceedings, save and except for any gross negligence or willful misconduct on their part.

35. Representative Counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Representative Counsel Charge**") on the Trust and Property, which charge shall not exceed **$150,000**, as security for their professional fees and disbursements incurred at the normal rates and charges of Representative Counsel, both before and after the making of this Order in respect of these proceedings. The Representative Counsel Charge shall have the priority set out in paragraph 36 herein.

Validity and Priority of Charges

36. The priorities of the Judicial Trustee's Charge, Judicial Trustee's Borrowings Charge, and Representative Counsel Charge, as among them, shall be as follows:

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(a) First – Judicial Trustee's Charge (to the maximum amount of $250,000);

(b) Second - Judicial Trustee's Borrowings Charge (to the maximum amount of $250,000); and

(c) Third - Representative Counsel Charge to a maximum amount of $150,000.

37. The filing, registration or perfection of the Judicial Trustee's Charge, Judicial Trustee's Charge, and Representative Counsel Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

38. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") thereunder shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings or incurring debt contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds Lions Village, and notwithstanding any provision to the contrary in any Agreement:

(i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by Lions Village of any Agreement to which it is a party;

(ii) none of the Charges shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(iii) the payments made by the Judicial Trustee pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

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39. Notwithstanding the foregoing, the Charges shall constitute an interest in land in each of the Lions Village Communities, and each of the Chargees shall be entitled to register a Caveat against the Lions Village Communities to better secure their respective Charges.

General

40. 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.

41. 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.

42. Nothing in this Order shall prevent the Judicial Trustee from acting as a receiver or trustee in bankruptcy of the Trust or any Respondent.

43. 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.

44. 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.

45. The Applicants shall have their 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.

46. 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

47. This Order is issued and shall be filed in Court of King's Bench Action No. 2603-14812.

48. The Judicial Trustee shall establish and maintain a website in respect of these proceedings at https://www.bdo.ca/en-ca/extranets/LionsVillageEdmontonSociety and shall post there as soon as practicable:

    (a) all materials prescribed by statue or regulation to be made publicly available; and

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(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 OF THE COURT OF KING'S BENCH

APPROVED AS TO FORM AND CONTENT:

MILLER THOMSON LLP

Per: _____
TERRENCE M. WARNER
Counsel for the Plaintiffs

MLT AIKINS LLP

Per: _____
DANA N. NOWAK
Counsel for the Defendant

LAWSON LUNDELL LLP

Per: _____
JACK MASLEN
Counsel for the Addenda Capital Inc.

DENTONS CANADA LLP

DocuSigned by:
Tom Gusa
17E8CCE28A1C46B...

Per: _____
TOM GUSA
Counsel for BDO Canada LLP, Court Appointed Trustee

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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 ___ day of ____ , 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

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Per:
Name:
Title:

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SCHEDULE "B"

PLAN 9826195
BLOCK 9B
LOT 4A
EXCEPTING THEREOUT ALL MINES AND MINERALS

which for greater clarity, is Alberta Land Title Registry title number 002 064 606

-and-

CONDOMINIUM PLAN 0324309
UNIT 117
AND 1863 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

which for greater clarity, is Alberta Land Title Registry title number 032 307 386

-and-

CONDOMINIUM PLAN 0324309
UNIT 118
AND 3137 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

which for greater clarity, is Alberta Land Title Registry title number 032 307 386 +1

-and-

CONDOMINIUM PLAN 0122745
UNIT 1
AND 3000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE

which for greater clarity, is Alberta Land Title Registry title number 072 254 060

-and-

CONDOMINIUM PLAN 0122745
UNIT 1
AND 3000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: LEASEHOLD, FOR A TERM OF 040 YEARS

which for greater clarity, is Alberta Land Title Registry title number 012 182 887 +4

-and-

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CONDOMINIUM PLAN 0122745
UNIT 2
AND 3000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE

which for greater clarity, is Alberta Land Title Registry title number 072 254 060 +1

-and-

CONDOMINIUM PLAN 0122745
UNIT 2
AND 3000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: LEASEHOLD, FOR A TERM OF 040 YEARS

which for greater clarity, is Alberta Land Title Registry title number 012 182 887 +5

-and-

CONDOMINIUM PLAN 0122745
UNIT 3
AND 2000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE

which for greater clarity, is Alberta Land Title Registry title number 072 254 060 +2

-and-

CONDOMINIUM PLAN 0122745
UNIT 3
AND 2000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: LEASEHOLD, FOR A TERM OF 040 YEARS

which for greater clarity, is Alberta Land Title Registry title number 012 182 887 +6

-and-

CONDOMINIUM PLAN 0122745
UNIT 4
AND 2000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE

which for greater clarity, is Alberta Land Title Registry title number 072 254 060 +3

-and-

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CONDOMINIUM PLAN 0122745
UNIT 4
AND 2000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: LEASEHOLD, FOR A TERM OF 040 YEARS

which for greater clarity, is Alberta Land Title Registry title number 012 182 887 +7