

PIERRINGER AGREEMENT

THIS AGREEMENT is made effective this 24 day of March, 2021 (the "Effective Date").

AMONGST:

THE SCHEDULED PLAINTIFFS

(being the Plaintiffs listed herein at **Schedule A (the "CEF Plaintiffs")** and **Schedule B (the "DIL Plaintiffs")**, and collectively referred to herein as the **"Plaintiffs"**)

- and -

THE SCHEDULED DEFENDANTS

(hereinafter referred to as the **"Settling Parties"** and listed herein at **Schedules C, D, E, and F**)

WHEREAS:

- (a) Under the proceedings in the Alberta Court of Queen's Bench Action No. 1501-00955 pursuant to the *Companies Creditors' Arrangement Act*, RSC 1985, c. C-36, (the "CCAA Proceedings") separate parallel plans of compromise and arrangement as amended from time to time have been approved by the Court in those proceedings for each of the "DIL Depositors" and the "District Depositors" (as defined in those two separate plans) (collectively the "Plans"). A Subcommittee was constituted under the plan for the DIL Depositors (the "DIL Subcommittee") and a Subcommittee was constituted under the plan for the District Depositors (the "District Subcommittee"). Each of the Plans provide for a "Representative Action" (as defined therein), including the actions referenced in clause (b) of these recitals below. Each of the Plans further provide that those respective Representative Actions would be governed by the *Class Proceedings Act*, R.S.B.C. 1996, c.50 (British Columbia) and *Class Proceedings Act*, S.A. 2003, c. C-16.5, as amended by the *Class Proceedings Amendment Act, 2010*, c. 15 (Alberta), "except to the extent such legislation is inconsistent with or modified by the Plan". Each of the Plans further provide that the DIL Subcommittee or the District Subcommittee, as applicable, "has the power to settle all or portion of the Representative Action" on behalf of the DIL Depositors and the District Depositors respectively (collectively the "Representative Action Class" and individually the "DIL Representative Action Class" and the "CEF Representative Action Class" respectively). The Plans further provide for distribution of monies recovered from the applicable Representative Action for the benefit of the applicable Representative Action Class.
- (b) The Plaintiffs have allegedly suffered injury, loss, damage and expenses with respect to or arising from, *inter alia*, negligent handling of investment funds, breach of contract, breach of statutory duty, breach of fiduciary duties and wrongful acts and omissions by the Settling Parties and the other defendant parties (such other defendant parties hereinafter collectively referred to as the **"Non-Settling Parties"**), for which all the Defendants may be jointly and severally liable, in and as more particularly described in pleadings filed by the Plaintiffs in:
 - i. the Court of Queen's Bench of Alberta, Judicial District of Calgary, Action Nos. 1901-04984 (the **"AB CEF Action"**) and 1801-03538 (the **"AB DIL Action"**); (the AB CEF Action and the AB DIL Action being referred to collectively herein as the **"Alberta Actions"** or the **"AB Actions"**); and

- ii. the Supreme Court of British Columbia, Vancouver Registry Nos. S1611746 (the “**BC DIL Action**”) and S1611798 (the “**BC CEF Action**”); (the BC DIL Action and the BC CEF Action being referred to collectively herein as the “**BC Actions**”),

(the BC Actions and the Alberta Actions being referred to collectively herein as the “**Actions**”) amongst, as applicable, the Plaintiffs and the Settling Parties and the Non-Settling Parties (hereinafter referred to as the “**Wrongful Conduct**”);

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

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

1. With the execution of this Agreement (the “**Agreement**”) by counsel for the Settling Parties and for the CEF Plaintiffs and the DIL Plaintiffs, the Settling Parties shall pay the sum of ● inclusive of all interest, costs, disbursements and GST (hereinafter referred to as the “**Consideration**”) to the CEF Plaintiffs and the DIL Plaintiffs, in care of, and in trust to, and allocated between Higgerty Law in the amount of ● for the CEF Plaintiffs and Sugden McFee and Roos LLP in the amount of ● for the DIL Plaintiffs, unconditionally releasable to the Plaintiffs upon satisfaction of the conditions precedent outlined in paragraph 22 below; provided that if those conditions precedent are not satisfied as and when contemplated by that paragraph then Plaintiffs’ counsel shall promptly thereafter return the Consideration to counsel for the Settling Parties.

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

3. The CEF Plaintiffs and the DIL Plaintiffs do for themselves and for and on behalf of their heirs, insurers, executors, administrators, subrogees, successors, agents, and assigns, hereby severally agree to discontinue their pursuit of their respective Actions, in the manner contemplated in paragraph 10 herein, as against the Settling Parties and hereby covenant not to sue the Settling Parties and/or their directors, officers, employees, agents, insurers, successors, executors,

administrators and/or assigns, for any cause of action, at law or in equity or under any statute, which the Plaintiffs ever could have, or which they, or their heirs, insurers, executors, administrators, subrogees, successors, or assigns, hereafter can, shall, or may have by reason of any claim for injuries, losses, or damages, arising directly or indirectly from the Wrongful Conduct and with respect to any and all matters arising, directly, or indirectly, out of the matters referred to in the pleadings in the Actions.

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

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

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

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

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

9. The Plaintiffs and the Settling Parties agree that, upon the removal of the conditions precedent described in paragraph 22 herein and the payment of the Consideration by the Settling Parties to the Plaintiffs as contemplated in paragraph 1 herein, counsel for the DIL Plaintiffs shall amend the Statement of Claim as already amended in the AB DIL Action, and counsel for the CEF Plaintiffs shall amend the Statement of Claim as already amended in the AB CEF Action, to add the following paragraph:

"The Plaintiffs expressly waive any right to recover from the Non-Settling Parties any portion of the loss or damages herein which the court may apportion or attribute to the fault, liability or responsibility of the Settling Parties for which any of the Non-

Settling Parties might reasonably be entitled to claim contribution, indemnity or an apportionment against the Settling Parties pursuant to the provisions of the *Tort-Feasors Act*, R.S.A. 2000, c.T-5, as amended, and/or the *Contributory Negligence Act*, R.S.A. 2000, c. C-27, as amended, or any successor equivalent legislation.”

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

- (a) Declaring in the AB Actions that no court approval is required for the settlement contemplated by this agreement or alternatively an order approving and giving effect to the terms of this Agreement, including any amendments thereto that the parties may agree upon in writing in order to secure such approval;
- (b) Declaring in the AB Actions that the “Representative Action Class” defined in each Action is for the purpose of this agreement bound by this agreement as a part of the “Scheduled Plaintiffs” referenced in this agreement;
- (c) Dismissing the Alberta Actions as against the Settling Parties only, and dismissing as expeditiously as the Court will permit the BC Actions entirely, provided that the lifting of any stay of the BC Actions shall be for the sole purpose of hearing the application to dismiss;
- (d) Granting the Plaintiffs leave to file the Amended Statement of Claim in the AB CEF Action and leave to file the Amended Statement of Claim in the AB DIL Action in the manner set forth in Paragraph 9 of this Agreement to the extent that any such leave is required under the Alberta Rules of Court;
- (e) Barring any claims in the AB Actions for contribution and/or indemnity against any of the Settling Parties, including without limitation:
 - i. striking out or dismissing as expeditiously as the Court will permit any and all existing notice(s) to co-defendants and/or third-party notice(s) for any such claims ; and,
 - ii. prohibiting any such claims in the future.

(hereinafter referred to as the "**Orders**").

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

- (a) a copy of this Agreement with the amount of the Consideration redacted may be disclosed by any party to this Agreement to each of the Non-Settling Parties in the Alberta Actions and to the Monitor in the CCAA Proceedings at any time after complete execution and delivery of this agreement; and,
- (b) any information or documents included in any affidavits or any other documents filed with the court by the Settling Parties or the Plaintiffs in any one or more of the Actions

and in the CCAA Proceedings and which are not subject to a sealing order will upon such filing no longer be confidential.

11.1 Notwithstanding paragraph 11 above, the Settling Parties hereby acknowledge that the extent, if any, to which the Consideration shall remain confidential for the purposes of the hearing of the Settling Parties' application for the Orders, the parties seeking advice and direction of the Court in the CCAA Proceedings as to any requirements it may have in relation to the Orders and the contemplated applications for approval of the Plaintiffs' respective contingency fee agreements and counsel fees pursuant to s.39 of the *Class Proceedings Act*, SA 2003, c.16.5 and/or the CCAA Proceedings is within the discretion of the Court, and that the parties will jointly seek directions from the Court as to whether, and the extent to which, such confidentiality shall be maintained for such applications prior to the bringing of the application for the Orders.

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

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

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

13.1 The CEF Plaintiffs further covenant and agree that they will, at their own expense, at all times defend the Settling Parties in respect to all steps, actions or proceedings in the AB

CEF Action, including in that Action any third party proceedings, claims, cross claims, demands, and suits of every nature and kind whatsoever, or other claims for contribution or indemnity, which may be commenced against the Settling Parties by the Non-Settling Parties in relation to the Wrongful Conduct. Notwithstanding the foregoing, the parties hereby agree that the AB CEF Plaintiffs will not be required to defend the Settling Parties with respect to proceedings that may be brought by the Non-Settling Parties to challenge the validity of this Agreement.

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

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

15. None of the Plaintiffs' obligations under paragraphs 3, 5, 7, 12, 12.1, 13, 13.1,14 and 14.1 will apply to individual Settling Parties in any capacity(ies) other than in their positions with the corporate Settling Parties and as individuals; for greater certainty, as an example, if an individual Settling Party has held a position with a corporate Non-Settling Party, that individual will not be protected or benefitted in any such capacity by any of those paragraphs.

15.1 Notwithstanding any other paragraph in this Agreement, this Agreement will not have any application to any monies that may be paid or payable to the Plaintiffs:

(a) by way of fines, levies, penalties or any other orders made in proceedings commenced or to be commenced by the Alberta Securities Commission, including but not limited to that proceeding styled Re Lutheran Church-Canada, the Alberta British Columbia District, 2019 ABASC 43, or any parallel or other proceeding commenced by the British Columbia Securities Commission, under applicable provincial securities legislation; and/or

(b) distributions made to the Plaintiffs under proceedings commenced under the Companies Creditors' Arrangement Act, RSC 1985, c. C-36, including but not limited to the CCAA Proceedings.

in relation to the Wrongful Conduct or otherwise.

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

claims against the Non-Settling Parties in their sole discretion. Any recovery of funds made by the Plaintiffs against the Non-Settling Parties shall be solely to the credit of the Plaintiffs.

17. The Settling Parties agree to assist the Plaintiffs with their full cooperation in the AB Actions, including but not limited to attending upon interviews with the Plaintiffs' counsel at mutually convenient times, dates, and places.

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

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

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

17.2 Subject to the conditions stipulated by paragraphs 17 and 17.1 of this Agreement, the Settling Parties shall not be required to participate as a party in any further steps in the Actions, including any further questioning or document production other than as specified in this Agreement.

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

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

20. The Settling Parties hereby represent and warrant that their legal counsel have made reasonable efforts and inquiries to determine the following described insurance coverage, and that based on those efforts and inquiries, the Consideration payable under this Agreement represents the total amount of indemnity and liability insurance coverage available to the Settling Parties in respect of the Wrongful Conduct and that there is no other indemnity or liability insurance coverage available to the Settling Parties in respect of the Wrongful Conduct, and have already provided the Plaintiffs statutory declarations attaching true and accurate copies of the applicable

insurance policies (the “Insurance Declarations”). The Settling Parties acknowledge that the Plaintiffs have relied upon this representation and warranty in entering into this Agreement.

20.1 The corporate Settling Parties hereby represent and warrant that the corporate Settling Parties are insolvent except to any extent as may be disclosed in the “Insolvency Declarations” (as defined below), and have already provided statutory declarations confirming the same and attaching all necessary documentation to establish the same prior to the bringing of the application for the Orders (the “Insolvency Declarations”). The Settling Parties acknowledge that the Plaintiffs have relied upon this representation and warranty in entering into this Agreement.

20.2 Notwithstanding paragraphs 20 and 20.1 above, neither of those paragraphs have any application to “SVML” (defined in Schedule C of this Agreement).

21. Intentionally deleted.

22. This Agreement is subject to the following conditions precedent, which are for the benefit of both the Plaintiffs and the Settling Parties, and which may be waived in a manner that is unequivocal and in writing and signed by counsel for the Plaintiffs and by counsel for the Settling Parties and delivered to the offices of the counsel for opposite party to this Agreement and/or by receipted email to them, namely that:

(a) the Orders are pronounced by a Justice of the Alberta Court of Queen’s Bench and the Supreme Court of BC, as applicable, no later than May 14, 2021, or such later date as the parties may agree to in writing, and the expiry of any applicable appeal period without any appeal being taken by any party, or alternatively the final dismissal of any appeal so taken; and,

(b) within 30 days of any waiver or satisfaction of the condition precedent in clause (a) above of this paragraph, the parties seek and receive any advice and direction of the Court in the CCAA Proceedings as that Court may deem fit as to any requirements it may have in relation to the Orders, and that any such advice and direction be mutually satisfactory to the Parties.

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

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

24. The recitals hereto form part of this Agreement.

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

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

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

28. This Agreement may be executed by counsel on behalf of the Plaintiffs and the Settling Parties.

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

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

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

HIGGERTY LLP

SUGDEN MCFEE & ROOS LLP

Patrick Higgerty, Q.C.

Counsel for Schedule A Plaintiffs.

**SINGLETON URQUHART REYNOLDS
VOGEL LLP**

Errin A. Poyner

Counsel for Schedule B Plaintiffs.

SCOTT VENTURO RUDAKOFF LLP

John R. Singleton, QC

Counsel for Schedule C Defendants.

HMC LAWYERS LLP

Alan S. Rudakoff, QC & Neil Tichkowsky

Counsel for Schedule D Defendants.

LINDSEY LLP

David J. Corrigan, QC

Counsel for Schedule E Defendants.

Andrew N. Epstein

Counsel for Schedule F Defendants.

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

28. This Agreement may be executed by counsel on behalf of the Plaintiffs and the Settling Parties.

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

HIGGERTY LAW



Patrick Higgerty, Q.C.

Counsel for Schedule A Plaintiffs.

**SINGLETON URQUHART REYNOLDS
VOGEL LLP**

John R. Singleton, QC

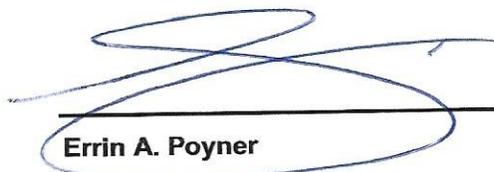
Counsel for Schedule C Defendants.

HMC LAWYERS LLP

David J. Corrigan, QC

Counsel for Schedule E Defendants.

SUGDEN MCFEE & ROOS LLP



Errin A. Poyner

Counsel for Schedule B Plaintiffs.

SCOTT VENTURO RUDAKOFF LLP

Alan S. Rudakoff, QC & Neil Tichkowsky

Counsel for Schedule D Defendants.

LINDSEY LLP

Andrew N. Epstein

Counsel for Schedule F Defendants.

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

28. This Agreement may be executed by counsel on behalf of the Plaintiffs and the Settling Parties.

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

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HIGGERTY LLP

SUGDEN MCFEE & ROOS LLP

Patrick Higgerty, Q.C.

Counsel for Schedule A Plaintiffs.

**SINGLETON URQUHART REYNOLDS
VOGEL LLP**



John R. Singleton, QC

Counsel for Schedule C Defendants.

HMC LAWYERS LLP

Errin A. Poyner

Counsel for Schedule B Plaintiffs.

SCOTT VENTURO RUDAKOFF LLP

Alan S. Rudakoff, QC & Neil Tichkowsky

Counsel for Schedule D Defendants.

LINDSEY LLP

David J. Corrigan, QC

Counsel for Schedule E Defendants.

Andrew N. Epstein

Counsel for Schedule F Defendants.

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

28. This Agreement may be executed by counsel on behalf of the Plaintiffs and the Settling Parties.

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

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HIGGERTY LAW



Patrick Higgerty, Q.C.

Counsel for Schedule A Plaintiffs.

**SINGLETON URQUHART REYNOLDS
VOGEL LLP**

John R. Singleton, QC

Counsel for Schedule C Defendants.

HMC LAWYERS LLP

David J. Corrigan, QC

Counsel for Schedule E Defendants.

SUGDEN MCFEE & ROOS LLP

Errin A. Poyner

Counsel for Schedule B Plaintiffs.

SCOTT VENTURO RUDAKOFF LLP



Alan S. Rudakoff, QC & Neil Tichkowsky

Counsel for Schedule D Defendants.

LINDSEY LLP



Andrew N. Epstein

Counsel for Schedule F Defendants.

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28. This Agreement may be executed by counsel on behalf of the Plaintiffs and the Settling Parties.

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

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HIGGERTY LLP

SUGDEN MCFEE & ROOS LLP

Patrick Higgerty, Q.C.

Counsel for Schedule A Plaintiffs.

**SINGLETON URQUHART REYNOLDS
VOGEL LLP**

Errin A. Poyner

Counsel for Schedule B Plaintiffs.

SCOTT VENTURO RUDAKOFF LLP

John R. Singleton, QC

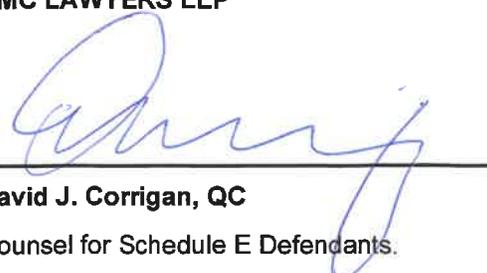
Counsel for Schedule C Defendants.

HMC LAWYERS LLP

Alan S. Rudakoff, QC & Neil Tichkowsky

Counsel for Schedule D Defendants.

LINDSEY LLP



David J. Corrigan, QC

Counsel for Schedule E Defendants.

Andrew N. Epstein

Counsel for Schedule F Defendants.

SCHEDULE A - SCHEDULE A PLAINTIFFS

- All current members of the District Subcommittee, namely:
 - Glen Mitchell
 - Wiley Hertlein
 - William Mulder
 - Willy Berger
 - Rod Johnson; and,
- The CEF Representative Action Class.

SCHEDULE B - SCHEDULE B PLAINTIFFS

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

SCHEDULE C - SCHEDULE C DEFENDANTS

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

- Candace Rivet
- Darla Hennig also known as Darla Hennig, Stan Lee
- Kurt/Kurtis Robinson
- Ted Ulmer
- Phillip Washeim
- Frank Kobie
- Brian Lewis,
- Don Haberstock,
- Mark Wolgram

SCHEDULE D - SCHEDULE D DEFENDANTS

- Encharis Community Housing and Services (“Encharis”)
- Any unnamed but relevant director or other officer of Encharis

- Hans Heumann
- Grant McMaster
- James Werschler
- Dave Schoepp
- Steve Grande

SCHEDULE E - SCHEDULE E DEFENDANTS

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

SCHEDULE F - SCHEDULE F DEFENDANTS

- Paul Gerhard Eifert
- Marvin Mutschler