Form 49
[Rule 13.19]

Clerk's Stamp
JUDICIAL CENTRE OF EDMONTON
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Aug 21, 2026
11:41 AM
CLERK OF THE COURT

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC, GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT	**AFFIDAVIT re: LABOUR PROCEEDINGS STAY (ADVICE AND DIRECTION)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC / RYAN QUINLAN / ZACHARY SOPROVICH / AYDIN MCCLELLAND Barrister & Solicitor Phone: 780-441-4386 / 780-441-4336 / 780-409-4428 Fax: 780-428-9683 Email: dbieganek@dcllp.com / rquinlan@dcllp.com / zsoprovich@dcllp.com	File #212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, AB T5J 3V9

AFFIDAVIT OF LIN QU

Sworn on August 20, 2026

I, Lin Qu, of the City of Edmonton, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a legal assistant with Duncan Craig LLP, and as such have knowledge of the matters hereinafter deposed to, except where stated to be based upon information and believe, and whereso stated I do verily believe the same to be true.

Court Materials – Prior to June 25, 2026 Application

2. The following Court Orders in these proceedings may assist the Court in providing advice and direction as to the scope of the Labour Stay Order:

   a. attached hereto and marked as **Exhibit "A"** is the Amended and Restated Initial Order granted on October 27, 2025 ("**ARIO**");

   b. attached hereto and marked as **Exhibit "B"** is an Order granted on January 14, 2026 ("**Arch Stay Order**") which, *inter alia*, extended the Stay Period (from the ARIO) to Arch Services Ltd. ("**Arch**");

   c. attached hereto and marked as **Exhibit "C"** is an Order granted on March 3, 2026 which vacated, by consent, the Arch Stay Order (on a without prejudice basis to the ability of Arch, the Applicants, or any one or more of them to bring a further Application pursuant to section 11.1(3) of the *Companies Creditors Arrangement Act* ("**CCAA**") to re-establish the stay).

Court Materials - June 25, 2026 Application and Subsequent Application for Leave to Appeal

3. Attached hereto and marked as **Exhibit "D"** is the Order granted June 25, 2026 by Justice J.J. Gill (filed June 30, 2026) with respect to, *inter alia*, staying Labour Proceedings (as defined within that Order) (the "**Labour Stay Order**"), which defines the "Labour Proceedings" as "collectively proceedings brought in respect of Arch, the Applicants, and Gregory Christenson by the Alberta Union of Provincial Employees ("AUPE") to the ALRB including… existing and future proceedings before the ALRB seeking remedies under Part 2, Division 5 of the Labour Relations Code."

4. Attached hereto and marked as **Exhibit "E"** is the Application filed June 16, 2026 (with the Schedules, other than the draft Labour Stay Order, being omitted) that led to the Labour Stay Order.

5. Attached hereto and marked as **Exhibit "F"** is the narrative portion of the Eight Affidaivt of Gregory Christenson sworn June 15, 2026 filed in support of the Labour Stay Order.

6. Attached hereto and marked as **Exhibit "G"** is the Brief of the Applicants filed in support of the Labour Stay Order (with attachments omitted).

7. Attached hereto and marked as **Exhibit "H"** is a copy of the transcript of the proceedings on June 25, 2026 in these proceedings.

<u>July and August 2026 Correspondence with the ALRB and/or the AUPE</u>

8. Attached hereto and marked as **Exhibit "I"** is an Application filed July 14, 2026 in the Court of Appeal of Alberta by the Alberta Union of Public Employees ("**AUPE**") seeking leave to appeal the Labour Stay Order.

9. On August 5, 2026, the Applicants received email correspondence from the Alberta Labour Relations Board ("**ALRB**") that advised that the ALRB "received an application from The Alberta Union of Provincial Employees to be the certified bargaining agent for a unit of employees of Arch Services Ltd. comprising all employees at The Ravines at Park Avenue." Attached hereto and marked as **Exhibit "J"** is the correspondence and attachments received from the ALRB on August 5, 2026.

10. Attached hereto and marked as **Exhibit "K"** is correspondence dated August 6, 2026 from Ryan Quinlan of DCLLP to Pat Nugent, counsel for the AUPE, as well as Mr. Nugent's response on August 6, 2026.

11. Attached hereto and marked as **Exhibit "L"** is correspondence dated August 6, 2026 from Craig Neuman, who is Applicants' labour counsel, to the ALRB.

12. Attached hereto and marked as **Exhibit "M"** is a letter dated August 7, 2026 from the ALRB to the AUPE and Arch.

13. Attached hereto and marked as **Exhibit "N"** is correspondence dated August 7, 2026 from Tim Nessim at the ALRB, as well a letter dated August 7, 2026 from the ALRB to the AUPE and Arch.

14. I make this Affidavit setting out certain materials which may assist the Court in providing advice and direction as to the scope of the Labour Stay Order.

SWORN before me at the City of Edmonton, in the Province of Alberta, this 20th day of August, 2026. A Commissioner for Oaths in and for the Province of Alberta.	)))))))	Lin Qu

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

Action No. 2503 20545

This is **Exhibit** " A " referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

COURT FILE NO. 2503 20545

COURT Court of King's Bench of Alberta

JUDICIAL CENTRE Edmonton

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT **AMENDED AND RESTATED INITIAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DARREN R. BIEGANEK, KC
Barrister & Solicitor
Phone: 780.441.4386
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File # 212553
DUNCAN CRAIG LLP
LAWYERS MEDIATORS
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED: **OCTOBER 27, 2025**

NAME OF JUSTICE WHO MADE THIS ORDER: **CC.J. FEASBY**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

UPON the application of Christenson Equities Ltd., Christenson Communities Ltd., Devonshire Village Ltd., Devonshire Mews Ltd., Devonshire Manor Ltd., Royal Oak Dev. Lacombe Ltd., Citadel Mews Ltd., Bedford Village Ltd., Glastonbury Mews Ltd., Glastonbury Village Ltd., Christenson Village at Westmount Ltd., Timberstone Communities Ltd., Park Avenue at Creekside Ltd., Whitecourt Village Ltd., Christenson Developments Ltd., Westmount Security Corp., Timberstone Mews Security Corp., Southwoods Security Corp., Royal Oak Mortgage Security Services Inc., Glastonbury Security Corp., Devonshire Security Corp., Park Avenue Security Corp., Bedford Security Corp., Network Consulting Corporation, 585436 Alberta Ltd. and 1831993 Alberta Ltd. (collectively the "**Applicants**"); **AND UPON** having read the Application, the Affidavits of Gregory Christenson sworn October 6, 2025 ("**First Affidavit**"), October 16, 2025 ("**Second Affidavit**") and October 20, 2025 ("**Third Affidavit**"), and the Affidavits of Service sworn October 27, 2025 (to be filed); **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application; **AND UPON** hearing counsel for the Applicants, counsel for the Ernst and Young Inc. (the "**Monitor**"), Dentons Canada LLP (counsel for 35 Life Lease Claimants) and others appearing; **AND UPON** reviewing the initial order granted in the within proceedings by the Honourable Justice C.J. Feasby on October 17, 2025 ("**Initial Order**"); **AND UPON** reading the First Report of the Monitor dated October 24, 2025 and the Pre-Filling Reports of the Monitor dated October 10, 2025 and October 17, 2025**; IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE

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

APPLICATION

2. The Applicants are companies to which the *Companies' Creditors Arrangement Act* of Canada (the "**CCAA**") applies. For greater certainty, Village at Westmount Partnership, Timberstone Mews Limited Partnership, and each of the Condominium Corporations listed on **Schedule "A"** attached to this Order shall enjoy the benefits and protections provided herein, and shall be subject to the same restrictions hereunder, as if they were named and included as Applicants.

3. The terms of the Initial Order granted in these proceedings shall be operative and shall continue to govern the period until the granting of this Order. The terms of the Initial Order are hereby amended and restated by the terms of this Order from and after the granting of this Order.

PLAN OF ARRANGEMENT

4. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan or plans of compromise or arrangement (the "**Plans**").

DEFINITIONS

5. For the purposes of this Order, the following terms shall have the following respective meanings:

   (a) "**Communities**" shall mean collectively the real estate Communities listed within **Schedule "A"**.

(b) "**Encumbrances**" shall mean all security interests, trusts, liens, charges, and encumbrances, and any claims of secured creditors, statutory or otherwise, in favour of any person;

(c) "**First Charge Encumbrances**" means, collectively, the First Charge Mortgages;

(d) "**First Charge Mortgages**" shall mean all valid, first priority, fixed charge mortgages of specific real property of the Applicants, including those listed within **Schedule "B"**, which prior to the date of this Order (i) are registered against title to real property owned by the Applicants, or (ii) have been submitted for registration against title to real property owned by the Applicants and are in the pending registration queue at the Land Titles Office, and subsequently becomes the first priority mortgage. All mortgages in favour of Pillar Capital Corp. ("**Pillar**") listed on **Schedule "C"** hereto (excluding mortgages registered, or to be registered, on title to the Devonshire Village Community) are hereby deemed to be First Charge Mortgages for the purpose of this Order;

(e) "**First Charge Real Property**" means specific real property against which First Charge Mortgages have been registered;

(f) "**Non-First Charge Encumbrances**" shall mean all encumbrances other than First Charge Mortgages.

POSSESSION OF PROPERTY AND OPERATIONS

6. The Applicants shall:

(a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");

(b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property;

(c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order;

(d) be entitled to utilize its cash management system currently in place as described within the First Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection, or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any person (as defined herein) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be in its capacity as provider of the Cash Management System an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System; and

(e) notwithstanding the foregoing, the Applicants shall be prohibited from transferring any property or funds belonging to, or generated by, Whitecourt Village to any other Applicant during the pendency of these proceedings, unless such transfer is made in respect of bona fide fees charged to Whitecourt Village by Christenson Communities Ltd ("**CCL**") in connection with CCL's management of Whitecourt Village's assets or undertakings, to reimburse CCL for bona fide expenditures incurred by CCL on behalf of Whitecourt Village, or to pay Arch Services Ltd. its costs and expenses for the provision of all staffing services provided to Whitecourt Village.

7. To the extent permitted by law, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order.

8. Except as explicitly provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order;

9. The Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance;

(ii) Canada Pension Plan;

(iii) Quebec Pension Plan; and

(iv) income taxes;

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amounts payable: (i) to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof; (ii) subject to paragraph 9(d) and the ability to make Cash Flowing P & I Payments (as herein defined) to the holders of First Charge Encumbrances in respect of related First Charge Real Property, or (iii) any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants (such municipal realty, municipal business or other taxes, assessments or levies of any nature or kind hereinafter collectively described as "**Property Levies**") which accrue from and after the date of this Order. For greater clarity, the Applicants shall be entitled but not required to pay any arrears of Property Levies accrued prior to the date of this Order, to the extent the cashflow of the Applicants permit and provided that the Cash Flowing P&I Payments are current; and

(d) in respect of related First Charge Real Property, principal and interest payments ("**Cash Flowing P & I Payments**") which become due from and after the date of this Order on secured debt obligations of the Applicants secured by First Charge Encumbrances on real property and related personal property owned by the Applicants which generate cashflow sufficient to pay such Cash Flowing P & I Payments ("**Cash Flowing Secured Debt Obligations**"). The Cash Flowing Secured Debt Obligations are more particularly described in Schedule "B".

10. For greater clarity, the holders of First Charge Encumbrances described in this paragraph shall receive payment of such Cash Flowing P & I Payments as the cashflow generated by the Applicants' real property and related personal property, to the extent of the obligations secured by such First Charge Encumbrances described in this paragraph, will allow (regardless of whether or not such cashflow in any given month is adequate to make such Cash Flowing P & I Payments in full).

11. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order ("**Rent**"), but shall not pay any rent in arrears.

12. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:

   (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of its creditors as of the date of this Order;

   (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and

   (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

13. The Applicants shall, subject to such requirements as are imposed by the CCAA have the right to:

   (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding **$100,000** in any one transaction or **$500,000** in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

   (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;

   (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and

   (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing;

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. The Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If an Applicant disclaims or resiliates the lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer

or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

15. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:

(a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and

(b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS, CERTAIN THIRD PARTIES OR THE PROPERTY

16. Until and including **February 27, 2026** or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, or in respect of except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

17. During the Stay Period, no proceedings or enforcement process shall be commenced or continued against or in respect of:

(a) Gregory Christenson also known as Gregory Lloyd Christenson;

(b) John Brewster;

(c) Monica Shymko;

(d) Jordan Majeau;

(e) Brian Farrell;

(f) Karey Lear;

(g) Condominium Corporation No. 0325369, Condominium Corporation No. 0325772, Condominium Corporation No. 0420747, Condominium Corporation No. 0426809, Condominium Corporation No. 0525809, Condominium Corporation No. 0623755, Condominium Corporation No. 0923392, Condominium Corporation No. 0927905, Condominium Corporation No. 1124007, Condominium Corporation No. 1220236, Condominium Corporation No. 1320746, Condominium Corporation No. 1622909, Condominium Corporation No. 1623038, Condominium Corporation No. 1623280, Condominium Corporation No. 1623816, Condominium Corporation No. 1721929, Condominium Corporation No. 1822331, Condominium Corporation No. 1923554, Condominium Corporation No. 720651;

(h) Timberstone Mews Limited Partnership; or

(i) Village at Westmount Limited Partnership

(collectively the "**Third Parties**")

where such proceedings or enforcement process arise as a result of, are related to, or are in connection with any of the Third Parties' employment or relationship (including as officer, director, shareholder or independent contractor) with the Applicants (or the Business or Property) ("**Third Party Proceedings**"), except with leave of this Court, and any and all Third Party Proceedings currently under way against or in respect of the Third Parties are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

(a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;

(b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA. For clarity, the Minister and/or director under the provisions of the *Continuing Care Act*, SA 2022, c C-26.7 ("**CCA**") is a regulatory body;

(c) prevent the filing of any registration to preserve or perfect a security interest;

(d) prevent the registration of a claim for lien; or

(e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment, including, without restriction, the provisions of the CCA.

19. Nothing in this Order shall prevent any party from taking an action against the Applicants or Third Parties 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 Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

20. During the Stay Period, 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 Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

21. During the Stay Period, 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 Applicants, 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 Business or the Applicants

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 Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants 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 Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, other than the Interim Lender where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 19 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

24. The Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director,

the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Director's Charge**") on the Property, which charge shall not exceed an aggregate amount of **$150,000**, as security for the indemnity provided in paragraph 24 of this Order. The Director's Charge shall have the priority set out in paragraph 55 herein.

26. Notwithstanding any language in any applicable insurance policy to the contrary:

(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Director's Charge; and

(b) the Applicants' directors and officers shall only be entitled to the benefit of the Director's Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. **Ernst and Young Inc.** is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs and the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;

(c) assist the Applicants, to the extent required by the Applicants, in its dissemination to the Interim Lender and its counsel on a weekly basis of financial and other information as agreed to between the Applicants and the Interim Lender which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;

(d) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the Interim Lender;

(e) provide to any holder of a Cash Flowing Secured Debt Obligation listed in Schedule "B" and their respective legal counsel or advisors who request same, copies of the cash flow statements delivered to the Interim Lender as required by paragraph 28(d);

(f) advise the Applicants in its development of the Plans and any amendments to the Plans;

(g) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plans;

(h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(j) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and

(k) perform such other duties as are required by this Order or by this Court from time to time.

29. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.

30. The Monitor shall provide any creditor of the Applicants and the Interim Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants are confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

31. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a monthly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, if they so request, retainers in amounts to be agreed upon, such amounts not to exceed, in the aggregate, the sum of **$200,000** to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

33. The Monitor and its legal counsel shall pass their accounts from time to time.

34. The Monitor, counsel to the Monitor, if any and the Applicants' 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 "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of **$1,000,000**, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 55 herein.

INTERIM FINANCING

35. The Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Canada ICI Capital Corporation (the "**Interim Lender**") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed **$2,125,000** unless permitted by further order of this Court.

36. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicants and the Interim Lender dated as of October 10, 2025 (the "**Commitment Letter**"), filed within the Second Affidavit.

37. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. The Interim Lender, in that capacity only, shall be entitled to the benefits of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Definitive Documents. The Interim Lender's Charge shall have the priority set out in paragraph 55 herein.

39. Notwithstanding any other provision of this Order:

(a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon ten (10) days notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Commitment Letter, Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

40. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

CRITICAL SUPPLIERS

41. The suppliers listed on **Schedule "D"** attached hereto are "**Critical Suppliers**" as contemplated by and in accordance with section 11.4 of the CCAA and shall, from the date of this Order, continue to supply goods and services to the Applicants on such terms and conditions as are consistent with the supply relationship between the respective Critical Supplier and the Applicants. The Critical Suppliers are hereby granted the Critical Supplier Charge, which charge shall not exceed an aggregate amount of **$600,000** as security for any amounts for which the Applicants become indebted to the Critical Suppliers for the supply of goods or services after the Order Date. The Critical Supplier Charge shall have the priority set out in paragraph 55 herein.

KEY EMPLOYEE RETENTION PLAN

42. The key employee retention plan ("**KERP**") attached to the Confidential Supplementary Affidavit of Gregory Christenson sworn October 6, 2025 is hereby authorized and approved and the Applicants (and any other person that may be appointed to act on behalf of the

Applicants, including without limitation the Monitor) are authorized and directed to perform the obligations under the KERP, including making all payments to the beneficiaries of the KERP of amounts due and owing under the KERP at the time specific and in accordance with the terms of the KERP.

43. The beneficiaries of the KERP are hereby granted a charge (the "**KERP Charge**") on the Property which charge shall not exceed **$410,000**, to secure all obligations under the KERP and shall have the priority set out in paragraph 55 herein.

REPRESENTATIVE COUNSEL

44. Witten LLP and MLT Aikins LLP, each of Edmonton, Alberta are 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 (excluding the Opt-Out Parties as herein defined) who are current residents in any of the Communities with an existing loan ("**Life Lease Residents**") or have a claim against an Applicants in respect of monies payable arising from the termination of Life Lease ("**Queue Participant**") (Life Lease Residents and Queue Participants shall be collectively called "**Life Lease Claimants**") except for those Life Lease Claimants who do not wish to be represented by Representative Counsel ("**Opt-Out Claimants**").

45. The respective firms shall serve as Representative Counsel in respect of the following Communities:

(a) MLT Aikins LLP: Timberstone Mews, Westmount Village, Royal Oak Village and Devonshire Village; and

(b) Witten LLP: Glastonbury Mews, Bedford Village, Southwoods Court North, Park Avenue and Citadel Mews East.

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

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

(a) communicating and liaising with the Applicants, the Monitor or third parties (as applicable) in respect of these proceedings and the interests of Life Lease Claimants;

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

(c) representing and advocating for the interests of the Life Lease Claimants, including preparing Court materials, attending and taking positions on behalf of the Life Lease Claimants, negotiating and commenting on behalf of Life Lease Claimants on development of the Plan and any related definitive documentation, and representing and assisting the Life Lease Claimants in any Plan or claims process commenced by the Applicants; 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.

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

(a) for each of the Communities they are appointed for, establish a committee to represent the Life Lease Claimants residing in that Community in respect of these proceedings ("**Committee**");

(b) in respect of each Committee, select up to three (3) representatives ("**Life Lease Representatives**") who:

(i) shall be either Life Lease Claimants or duly authorized representatives of any deceased or incapacitated Life Lease 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 Life Lease Claimants in their respective Community regarding these proceedings;

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

(c) 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 Applicants, the Monitor and to other interested parties, unless otherwise ordered by the Court.

49. In the event that any Life Lease Claimants dispute Representative Counsel's initial selection of any of the Life Lease Representatives pursuant to paragraph 48(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 Life Lease Representative may resign at any time and in the event of resignation, Representative Counsel may appoint another Life Lease Claimant as a Life Lease Representative of a Committee in consultation with the Monitor.

50. Representative Counsel shall be paid reasonable fees and expenses by the Applicants, up to an initial maximum amount of **$30,000 for each Community for which they are appointed**, to a global maximum amount of $270,000 (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 by the Applicants in a timely manner for fulfilling its mandate in accordance with this Order, on the provision of invoices, with such redactions as are necessary to maintain solicitor/client privilege, by the Representative Counsel, to the Applicants. Upon the written request of the Applicants, the Monitor, or any other party, Representative Counsel shall seek the approval of its fees and disbursements by this

Honourable Court. Opt-out Claimants will be responsible for paying their own legal costs without recourse to the Applicants.

51. 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) Witten LLP and MLT Aikins LLP 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.

52. The Applicants 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 Life Lease Claimants; and

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

53. Representative Counsel and the Life Lease Representative 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.

54. 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 Property comprising of the Communities for which they are appointed, which charge shall not exceed $30,000 per Community, 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 55 herein.

VALIDITY AND PRIORITY OF CHARGES

55. The priorities of the Administration Charge, Representative Counsel Charge, Interim Lender's Charge, Critical Supplier Charge and the KERP Charge, as among them, and in relation to the Encumbrances, shall be as follows:

(a) First – Administration Charge (to the maximum amount of **$1,000,000**);

(b) Second – Representative Counsel Charge to a maximum amount of **$30,000 per Community** as follows:

(i) For the benefit of MLT Aikins LLP:

1. Timberstone Mews: $30,000;
2. Westmount Village: $30,000;
3. Royal Oak Village: $30,000;
4. Devonshire Village: $30,000;

(ii) For the benefit of Witten LLP:

1. Glastonbury Mews: $30,000;
2. Bedford Village: $30,000;
3. Southwoods Court North: $30,000;
4. Park Avenue: $30,000;
5. Citadel Mews East: $30,000;

(c) Third – Interim Lender's Charge (to the maximum amount of **$2,125,000**);

(d) Fourth – First Charge Encumbrances;

(e) Fifth - Critical Supplier Charge (to the maximum amount of **$600,000**);

(f) Sixth – KERP Charge (to the maximum amount of **$410,000**);

(g) Seventh – Non-First Charge Encumbrances; and

(h) Eighth – Director's Charge (to the maximum amount of **$150,000**).

56. For clarity, in respect of Whitecourt Village:

(a) no Representative Counsel need be appointed and therefore there is no Representative Counsel Charge in respect of that Community; and

(b) subject to further Order of the Court, notwithstanding the provisions of paragraphs 34 and 35, the Administration Charge and the Interim Lender's Charge are limited to $150,000 each.

57. The filing, registration or perfection of the Administration Charge, Representative Counsel Charge, Interim Lender's Charge, Critical Supplier Charge and the KERP 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.

58. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, and the beneficiaries of the Charges or further order of this Court.

59. 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, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Applicants, 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 the Applicants of any Agreement to which it is a party;

(ii) none of the Chargees 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 Applicants 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.

ALLOCATION

60. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various Applicants and their assets comprising the Property, including, without limiting the foregoing, an apportionment of the respective Charges among the Communities if determined appropriate by the Court.

61. Without limiting the foregoing, for the purpose of costs allocation, the Applicants, the Monitor and their respective counsel are instructed to use their best efforts to separately record: (i) any time expended or charges incurred in providing services solely and specifically relating to Whitecourt Village or Glastonbury Village which shall be allocated to those Applicants in due course; and (ii) any time expended or charges incurred in providing other services,

which shall be subject to a per entity allocation in due course. For clarity, any time expended, or charges related to Life Lease Claimants or Plans unrelated to Whitecourt Village or Glastonbury Village shall not be allocated to those Communities.

SERVICE AND NOTICE

62. The Monitor shall establish a case website in respect of the within proceedings at https://documentcentre.ey.com (the "**Monitor's Website**").

63. A person that wishes to be served with any application and other materials in these proceedings must deliver to the Applicants and the Monitor by way of courier, or electronic transmission, a request to be added to the Service List (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up-to-date form of the Service List on the Monitor's Website.

64. Any party to these proceedings may serve any Court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's Website.

65. The Applicants and, where applicable, the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, to the Applicants' creditors or other interested parties by:

(a) forwarding true copies thereof by courier, personal delivery or electronic transmission which shall include the provision of links, by email to a secured file sharing platform utilized for the delivery and transfer of large electronic files; and

(b) having the materials posted to the Monitor's Website;

at their respective addresses last shown on the records of the Applicants and that any such service or notice by courier, personal delivery, or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof.

66. Service or distribution in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 8100-2-175 (SOR/DORS).

SERVICE PROTOCOL ON LIFE LEASE CLAIMANTS

67. Specifically in respect of Life Lease Claimants, in addition to serving Representative Counsel in accordance with paragraph 65 of this Order, and notwithstanding any other provision of this Order, the Applicants are at liberty to serve this Order, any other materials, orders, notices or other correspondence to the Life Lease Claimants in these proceedings by:

(a) if the Life Lease Claimant is represented by legal counsel different than Representative Counsel, serving said legal counsel at their email address (including by email to a secured file sharing platform utilized for the delivery and transfer of large electronic files); or

(b) if the Life Lease Claimant is not represented by legal counsel different than Representative Counsel:

(i) for those Life Lease Claimants that the Applicants have an email address for, serving those Life Lease Claimants at said email address (including by email to a secured file sharing platform utilized for the delivery and transfer of large electronic files); or

(ii) for those Life Lease Claimants that the Applicants do not have an email address for (or if the email address is undeliverable):

1. the Applicants shall post a notice in a conspicuous place in each of the Communities (other than Whitecourt Village) advising Life Lease Claimants to provide the Applicants an email address for service within ten (10) days of posting; and

2. for those Life Lease Claimants who provide an email address in accordance with paragraph 67(b)(ii)(1), serving said email address in accordance with paragraph 67(b)(i); or

(c) if the Life Lease Claimant is not represented by counsel different than Representative Counsel, and does not provide an email address to the Applicants in accordance with paragraph 67(b)(ii)(1):

(i) at least 5 days' prior to any Court application, posting a notice in a conspicuous place in each Community (other than Whitecourt Village) advising of the Court application date and time, and WebEx link, and:

1. that the materials can be viewed and downloaded at the Monitor's Website; and

2. that they may contact the executive director of their Community (with contact information of the executive director to be listed on the Service List), if they wish to have the materials made available for pick up.

68. Any other party who seeks to serve materials, orders, notices or other correspondence upon Life Lease Claimants in these proceedings shall effect service on the Service List in accordance with paragraph 65 of this Order and:

(a) Representative Counsel shall thereafter effect delivery of the materials to their respective Life Lease Claimants in accordance with paragraphs 67(b)(i) and (c).

GENERAL

69. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

70. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor 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 Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

71. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Applicants, the Business or the Property.

72. 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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

73. Each of the Applicants and the Monitor 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 Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

74. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

75. The Application of National Bank of Canada for a Receivership Order concerning Whitecourt Village in the matter of Court File Number 2503 20411 is hereby adjourned November 17, 2025, at 2:00 p.m. and shall be heard concurrently with a further Application by the Applicants. National Bank of Canada is hereby granted leave to bring forward said Application for a Receivership Order at that time, notwithstanding paragraph 16 of this Order.

76. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

Justice of the Court of King's Bench of Alberta

Schedule "A"

List of Communities

Community Name	Municipal Location (Approximate)	Affected Applicants	Condominium Corporation ("CC")
Westmount Village	13317-115 Avenue Edmonton	Westmount Village, Westmount Security Corp., 183, Equities, Timberstone Communities, Devonshire Village, Devonshire Manor, Devonshire Mews, Christenson Developments Ltd., 585, Network	CC 1623280 CC 1923554
Timberstone Mews	42 Timberstone Way Red Deer	Timberstone Communities, Timberstone Mews Security Corp., Equities, Westmount Village, 183, Devonshire Village, Devonshire Manor, Devonshire Mews, Christenson Developments Ltd., 585, Network	CC 1721929
Southwoods Court North	9433 67A Ave NW Edmonton	Equities, Southwoods Security, 585	CC 1320746 CC 1623038
Royal Oak Village	4501 College Ave Lacombe	Royal Oak Dev. Lacombe Ltd., Royal Oak Mortgage Security Services Inc., Equities	CC 0325772
Glastonbury Mews	1585 Glastonbury Blvd Edmonton	Glastonbury Village, Glastonbury Mews, Glastonbury Security Corp., Equities, 585	CC 0720651 CC 1124007
Devonshire Village	1728 Rabbit Hill Road Edmonton	Devonshire Village, Devonshire Manor, Devonshire Mews, Developments, Network, Devonshire Security, Equities, Christenson Communities Ltd., Christenson Developments Ltd., 585	CC 0325369 CC 0420747 CC 0426809 CC 0525809 CC 0927905
Park Avenue	5810 47 Avenue Rocky Mountain House	Park Avenue, Park Security, Equities, 585	CC 1623816 CC 1822331
Bedford Village	161 Festival Way Sherwood Park	Bedford Village, Bedford Security, Equities, 585, Christenson Communities Ltd.	CC 0923392 CC 1220236 CC 1622909
Citadel Mews East	35 Erin Ridge Road St. Albert	Citadel Mews, Equities, Devonshire Security, Bedford Village, Royal Oak Dev. Lacombe Ltd., Park Avenue	CC 0623755
Whitecourt Village	4901 47 Avenue Whitecourt	Whitecourt Village, 585	N/A

Schedule "B"

Cash Flowing Secured Debt Obligations

Community	Condominium Plan or Legal Description related to Mortgage	First Lender	Land Titles Registration Number
Westmount Village	Condominium Plan 1923554	Pillar Capital Corporation	In Pending Registration Queue
	Condominium Plan 1623280	ABCU Credit Union Ltd.	222 068 844
Timberstone Mews	Condominium Plan 0721929	Pillar Capital Corporation	In Pending Registration Queue
Southwoods Court North	Condominium Plan 1623038	Canada ICI Capital Corporation	152 148 259 and 192 106 879
Royal Oak Village	Condominium Plan 0325772, Unit 1	Canada ICI Capital Corporation	212 283 967
	Condominium Plan 0325772, Unit 3	Peoples Trust Company	212 074 584
Glastonbury Mews	Condominium Plan 0720651	Canada ICI Capital Corporation	162 084 282
	Condominium Plan 1124007	Addenda Capital (as assigned by Canada ICI)	222 045 228
Devonshire Village	Condominium Plan 0325369	Servus Credit Union (as assigned by Canada ICI)	222 073 311
	Condominium Plan 0420747	Servus Credit Union (as assigned by Canada ICI)	222 073 311
	Condominium Plan 0426809	Servus Credit Union (as assigned by Canada ICI)	222 072 676
	Condominium Plan 0927905	Servus Credit Union (as assigned by Canada ICI)	222 072 676
	Condominium Plan 0525809	Servus Credit Union (as assigned by Canada ICI)	222 072 975
Park Avenue	Condominium Plan 1623816	Addenda Capital (as assigned by Canada ICI)	192 106 886
	Condominium Plan 1822331	Equitable Trust (as assigned by Canada ICI)	162 085 485
Bedford Village	Condominium Plan 0923392	Canada ICI Capital Corporation	162 319 046
	Condominium Plan 1220236	Canada ICI Capital Corporation	162 319 046
	Condominium Plan 1622909 (other than Units 111 and 113)	Canada ICI Capital Corporation	162 319 046
	Condominium Plan 1622909, Units 111 and 113	ABCU Credit Union Ltd.	202 017 519
Citadel Mews East	Condominium Plan 0623755	Canada ICI Capital Corporation	192 106 882
Whitecourt Village	Plan 2021913, Block 1, Lot 2	National Bank of Canada	212 088 222
N/A	Condominium Plan 0223435, Units 2 and 6	Royal Bank of Canada (formerly HSBC)	232 015 509

Schedule "C"

List of Pillar Capital Corp. Mortgages

1. Amended and Restated Collateral Mortgage ($10,450,000) granted by Christenson Village at Westmount Ltd. and 1831993 Alberta Ltd re: Westmount Village Community lands;
2. Collateral Mortgage ($10,450,000) granted by Timberstone Communities Ltd. re: Timberstone Mews Community lands;
3. Amended and Restated Collateral Mortgage ($20,350,000) granted by Timberstone Mews Communities Ltd. re: Timberstone Mews Community lands;
4. Collateral Mortgage ($20,350,000) granted by Christenson Village at Westmount Ltd. and 1831993 Alberta Ltd. re: Westmount Village Community lands;
5. Collateral Mortgage ($10,000,000) granted by Devonshire Village Ltd. re: Devonshire Village Community lands;
6. Collateral Mortgage ($10,000,000) granted by Devonshire Manor Ltd. re: Devonshire Village Community lands;
7. Collateral Mortgage ($10,000,000) granted by Devonshire Mews Ltd. re: Devonshire Village Community lands.

Schedule "D"

Critical Suppliers

Vendor	Category
Manchester Rose Home Health, Hospice & Palliative Care	Agency Staffing
Otis Canada Inc.	Elevator
Schindler Elevator Corporation	Elevator
TK Elevator (Canada) Limited	Elevator
Levitt Safety Ltd.	Fire and Life Safety
MMCI Safety Systems Inc	Fire and Life Safety
Compass Group Canada Ltd.	Food Service Provider
Arjo Canada Inc.	Maintenance
Aspen Mechanical Ltd.	Maintenance

Action No. 2503 20545

This is **Exhibit** " B " referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

CERTIFIED E. Wheaton
by the Court Clerk as a true copy of the document digitally filed on Jan 24, 2026

Clerk's Stamp

JUDICIAL CENTRE OF EDMONTON
FILED DIGITALLY
2503 20545
Jan 24, 2026
7:40 AM
CLERK OF THE COURT

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED
	AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.
DOCUMENT	**ORDER – EXTENDING STAY OF PROCEEDINGS to ARCH SERVICES LTD.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com	File # 212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED: **JANUARY 14, 2026**

NAME OF JUSTICE WHO MADE THIS ORDER: **M.E. BURNS**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

UPON the application of CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD. (collectively the "**Christenson Group**" or "**Applicants**");

AND UPON having read the Application, the Third Report of the Ernst & Young Inc., in its capacity as Monitor of the Applicants (the "**Monitor**") and the Affidavit of Gregory Christenson sworn January 6, 2026 ("**Fifth Christenson Affidavit**"); **AND UPON** noting the Amended and Restated Initial Order granted in these proceedings on October 27, 2025 ("**ARIO**"); **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, counsel for Alberta Union of Public Employees (AUPE), counsel for Department of Justice Canada (Canada Revenue Agency) and any other interested parties appearing at this Application;

AND UPON the Applicants seeking a form of Order that would, *inter alia*, stay proceedings with respect to potential certification of a bargaining unit with respect to Arch Services Ltd.; **AND UPON** noting that the Alberta Labour Relations Board ("**ALRB**") was not served formal notice of this Application; **AND UPON** hearing that the Applicants have a further Application in these proceedings currently set for February 25, 2026 at 2:00 p.m.; **AND UPON** noting section 11.1 and in particular section 11.1(3) of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. The capitalized terms in this Order which are otherwise not defined have the same meaning as in the ARIO.

EXTENSION OF THE STAY OF PROCEEDINGS TO ARCH SERVICES LTD.

2. During the Stay Period (as may be extended by further Order of this Court), no proceedings or enforcement process in any Court or tribunal shall be commenced or continued against or in respect of **Arch Services Ltd.**, where such proceedings or enforcement process arise as a result of, are related to, or are in connection with Arch Services Ltd.'s relationship or business dealings with the Applicants (or the Business or Property) ("**Third Party Proceedings**"), except with leave of this Court, and any and all Third Party Proceedings currently under way against or in respect of Arch Services Ltd. are hereby stayed and suspended pending further order of this Court.

3. So long as this Order is in effect (as may be extended by further Order of this Court), Arch Services Ltd. shall be hereafter included in the definition of "**Third Parties**" in the ARIO, and unless otherwise ordered by the Court, all further Orders referring to the Third Parties shall also apply to Arch Services Ltd.

INTERIM STAY – CERTIFICATION OF BARGAINING UNIT

4. On an interim basis and without prejudice to the position or interest of any party, pursuant to section 11.1(3) of the *Companies' Creditors Arrangement Act*, the stay applicable to Arch Services Ltd. in paragraph 2 of this Order is extended to AUPE's application for certification of certain employees of Arch Services Ltd. before the Alberta Labour Relations Board (Board File No. CR-06392) until the conclusion of the further Application in these proceedings, scheduled for February 25, 2026 at 2:00pm.

GENERAL PROVISIONS

5. 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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

6. Service of this Order may be effected in accordance with the Service Protocol Order.

Justice of the Court of King's Bench of Alberta

Form and content approved by:

DUNCAN CRAIG LLP Per: Darren R. Bieganek, KC Counsel for the Applicants	DLA PIPER (CANADA) LLP Per: Jerritt Pawlyk Counsel for the Monitor
DEPARTMENT OF JUSTICE CANADA Per: Bertrand Malo Counsel for Canada Revenue Agency	NUGENT LAW OFFICE Per: Patrick Nugent Counsel for AUPE

3. So long as this Order is in effect (as may be extended by further Order of this Court), Arch Services Ltd. shall be hereafter included in the definition of "**Third Parties**" in the ARIO, and unless otherwise ordered by the Court, all further Orders referring to the Third Parties shall also apply to Arch Services Ltd.

INTERIM STAY – CERTIFICATION OF BARGAINING UNIT

4. On an interim basis and without prejudice to the position or interest of any party, pursuant to section 11.1(3) of the *Companies' Creditors Arrangement Act*, the stay applicable to Arch Services Ltd. in paragraph 2 of this Order is extended to AUPE's application for certification of certain employees of Arch Services Ltd. before the Alberta Labour Relations Board (Board File No. CR-06392) until the conclusion of the further Application in these proceedings, scheduled for February 25, 2026 at 2:00pm.

GENERAL PROVISIONS

5. 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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

6. Service of this Order may be effected in accordance with the Service Protocol Order.

____
Justice of the Court of King's Bench of Alberta

Form and content approved by:

DUNCAN CRAIG LLP ________________________ Per: Darren R. Bieganek, KC Counsel for the Applicants	DLA PIPER (CANADA) LLP ________________________ Per: Jerritt Pawlyk Counsel for the Monitor
DEPARTMENT OF JUSTICE CANADA ________________________ Per: Bertrand Malo Counsel for Canada Revenue Agency	NUGENT LAW OFFICE ________________________ Per: Patrick Nugent Counsel for AUPE

3. So long as this Order is in effect (as may be extended by further Order of this Court), Arch Services Ltd. shall be hereafter included in the definition of "**Third Parties**" in the ARIO, and unless otherwise ordered by the Court, all further Orders referring to the Third Parties shall also apply to Arch Services Ltd.

INTERIM STAY – CERTIFICATION OF BARGAINING UNIT

4. On an interim basis and without prejudice to the position or interest of any party, pursuant to section 11.1(3) of the *Companies' Creditors Arrangement Act*, the stay applicable to Arch Services Ltd. in paragraph 2 of this Order is extended to AUPE's application for certification of certain employees of Arch Services Ltd. before the Alberta Labour Relations Board (Board File No. CR-06392) until the conclusion of the further Application in these proceedings, scheduled for February 25, 2026 at 2:00pm.

GENERAL PROVISIONS

5. 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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

6. Service of this Order may be effected in accordance with the Service Protocol Order.

Justice of the Court of King's Bench of Alberta

Form and content approved by:

DUNCAN CRAIG LLP	DLA PIPER (CANADA) LLP
Per: Darren R. Bieganek, KC Counsel for the Applicants	Per: Jerritt Pawlyk Counsel for the Monitor
DEPARTMENT OF JUSTICE CANADA	NUGENT LAW OFFICE
Per: Bertrand Malo Counsel for Canada Revenue Agency	Per: Patrick Nugent Counsel for AUPE

Action No. 2503 20545

This is **Exhibit "** C **"** referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 20__

Clerk's Stamp

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED
	AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.
DOCUMENT	**ORDER – ARCH SERVICES LTD. AND PROCEEDINGS BEFORE THE ALBERTA LABOUR RELATIONS BOARD RESPECTING CERTIFICATION OF A BARGAINING UNIT AT THE DEVONSHIRE COMMUNITY**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DARREN R. BIEGANEK, KC
Barrister & Solicitor
Phone: 780-441-4386
Fax: 780-428-9683
Email: dbieganek@dcllp.com

File # 212553
DUNCAN CRAIG LLP
LAWYERS MEDIATORS
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED:	**March 3, 2026**
NAME OF JUSTICE WHO MADE THIS ORDER:	**C. D. Simard**
LOCATION OF HEARING:	**EDMONTON, ALBERTA**

UPON this matter being returned for further hearing on this date as directed by Order of the Court dated February 25, 2026; **AND UPON** noting that the Stay Period set for forth in the Amended and Restated Initial Order granted in these proceedings on November 27, 2025 ("**ARIO**") has now been extended to September 30, 2026; **AND UPON** noting the Order of January 14, 2026 which extended the Stay Period to Arch Services Ltd. ("**Arch**") in respect of, among other things, the Alberta Union of Provincial Employees ("**AUPE**") Application to the Alberta Labour Relations Board ("**ALRB**") for Certification of a Bargaining Unit consisting of employees of Arch working at the Devonshire Community (being ALRB Board File No. CR-06392)(the "**Arch Stay Order**"); **AND UPON** hearing argument to further extend the Arch Stay Order on February 25, 2026; AND UPON noting that the Applicants and Arch concede that the ALRB is a regulatory body as defined in s. 11.1 (1) of the *Companies' Creditors Arrangement Act* ("CCAA") and that the ARIO did not include Arch as an Applicant; **AND UPON** this matter being adjourned for further hearing on today's date; **AND UPON** noting the consent of Counsel for the Applicants in this proceeding and Arch, the Monitor, and the AUPE; **AND UPON** noting that the ALRB takes no position in respect hereof;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Arch Stay Order is hereby vacated by consent without a determination on the merits.
2. This Order is without prejudice to the ability of Arch, the Applicants, or any one or more of them, to bring a further Application pursuant to Section 11.1(3) of the *Companies Creditors Arrangement Act* ("CCAA") to reestablish the stay.

Justice of the Court of King's Bench of Alberta

Consented to by:

Duncan Craig LLP
Per:

Darren R. Bieganek, K.C.
Counsel for CCAA Applicants, the Christenson Group

DLA Piper (Canada) LLP
Per:

Jerritt Pawlyk
Counsel for the CCAA Monitor, Ernst & Young Inc.

Nugent Law Office
Per:

Patrick Nugent
Counsel for AUPE

UPON this matter being returned for further hearing on this date as directed by Order of the Court dated February 25, 2026; **AND UPON** noting that the Stay Period set for forth in the Amended and Restated Initial Order granted in these proceedings on November 27, 2025 ("**ARIO**") has now been extended to September 30, 2026; **AND UPON** noting the Order of January 14, 2026 which extended the Stay Period to Arch Services Ltd. ("**Arch**") in respect of, among other things, the Alberta Union of Provincial Employees ("**AUPE**") Application to the Alberta Labour Relations Board ("**ALRB**") for Certification of a Bargaining Unit consisting of employees of Arch working at the Devonshire Community (being ALRB Board File No. CR-06392)(the "**Arch Stay Order**"); **AND UPON** hearing argument to further extend the Arch Stay Order on February 25, 2026; AND UPON noting that the Applicants and Arch concede that the ALRB is a regulatory body as defined in s. 11.1 (1) of the *Companies' Creditors Arrangement Act* ("CCAA") and that the ARIO did not include Arch as an Applicant; **AND UPON** this matter being adjourned for further hearing on today's date; **AND UPON** noting the consent of Counsel for the Applicants in this proceeding and Arch, the Monitor, and the AUPE; **AND UPON** noting that the ALRB takes no position in respect hereof;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Arch Stay Order is hereby vacated by consent without a determination on the merits.

2. This Order is without prejudice to the ability of Arch, the Applicants, or any one or more of them, to bring a further Application pursuant to Section 11.1(3) of the *Companies Creditors Arrangement Act* ("CCAA") to reestablish the stay.

____
Justice of the Court of King's Bench of Alberta

Consented to by:

Duncan Craig LLP
Per:

____
Darren R. Bieganek, K.C.
Counsel for CCAA Applicants, the Christenson Group

DLA Piper (Canada) LLP
Per:

____
Jerritt Pawlyk
Counsel for the CCAA Monitor, Ernst & Young Inc.

Nugent Law Office
Per:

____
Patrick Nugent
Counsel for AUPE

Action No. 2503 20545

This is **Exhibit** " D " referred to in the Affidavit of Lin Qu sworn before me this 20th day of August, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

Clerk's Stamp

FILED DIGITALLY
2503 20545
Jun 30, 2026

JUDICIAL CENTRE OF EDMONTON
CLERK OF THE COURT

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT	**ORDER – RELIEF UNDER SECTION 11.1(3) OF THE CCAA and EXTENSION OF GENERAL SALES PROCESS TIMELINES**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com	File # 212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED:	**JUNE 25, 2026**
NAME OF JUSTICE WHO MADE THIS ORDER:	**J.J. GILL**
LOCATION OF HEARING:	**EDMONTON, ALBERTA**

UPON the application of the CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD. (collectively the "**Christenson Group**" or "**Applicants**");

AND UPON having read the Application and the Affidavit of Gregory Christenson sworn June 15, 2026; AND UPON hearing from counsel for the Applicants, counsel for the Monitor and any other interested parties appearing at this Application;

AND UPON noting the Amended and Restated Initial Order granted in these proceedings on October 27, 2025 ("**ARIO**");

AND UPON noting the stay of proceedings pursuant to paragraph 16 of the ARIO (the "**Stay Period**", as extended by further Orders of this Court); **AND UPON** noting the Stay Period applies to (i) the Applicants (paragraph 16 of the ARIO), and (ii) certain third parties as outlined within paragraph 17 of the ARIO (the "**Third Parties**", which includes Arch Service Ltd. ("**Arch**"));

AND UPON noting the Order – Approve Sales Process granted November 17, 2025 in these proceedings and the sales and investment solicitation process attached as Schedule "A" to that Order (the "**General Sales Process**");

AND UPON noting the Order granted January 14, 2026, which extended the Stay Period to Arch ("**Arch Stay Order**"); **AND UPON** noting the Order granted February 25, 2026, which extended the Stay Period to September 30, 2026;

AND UPON noting the Order granted February 25, 2026, which amended the deadlines within paragraph 15 of the General Sales Process to make the deadline for Court Approval May 20, 2026, and make the deadline for the Closing Date of the transaction(s) June 19, 2026, subject to Assisted Living Alberta ("**ALA**") approval;

AND UPON noting the Consent Order granted on March 3, 2026, vacating the Arch Stay Order without determination on the merits without prejudice to the ability of Arch or the Applicants to bring a further application for relief pursuant to s.11.1(3) of the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36 ("**CCAA**") to reinstate the stay;

AND UPON noting the Consent Order granted March 19, 2026, dealing with grievances under the Collective Agreement between Christenson Communities Ltd. and Health Sciences Association of Alberta, dated effective January 1, 2020 (the "**HSAA Consent Order**");

AND UPON noting that this Application was served on the Alberta Labour Relations Board (the "**ARLB**");

IT IS HEREBY ORDERED AND DECLARED THAT:

GENERAL SALES PROCESS TIMELINES

1. The milestones set out paragraph 15 of the General Sales Process for the Court Approval Date and the Closing Date are extended as follows:

    a. Court Approval amended to a deadline of July 31, 2026; and

    b. Closing Date amended to a deadline of October 16, 2026 (subject to ALA approval, if necessary).

STAY OF LABOUR PROCEEDINGS

2. In this Order, "**Labour Proceedings**" mean, collectively proceedings brought in respect of Arch, the Applicants, and Gregory Christenson by the Alberta Union of Provincial Employees ("**AUPE**") to the ALRB including:

    a. the Application submitted April 15, 2026, by seeking remedies including a declaration that certain entities are common employers (Board File GE-09698), as amended by the AUPE on May 29, 2026 (the "**Common Employer Application**");

    b. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 7 of the *Labour Relations Code*;

    c. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 5 of the *Labour Relations Code*; and

    d. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 10 of the *Labour Relations Code*.

3. Pursuant to section 11.1(3) of the *CCAA*, the provisions of section 11.1(2) of the CCAA shall not apply to the Labour Proceedings and the Labour Proceedings are hereby stayed for the duration of the Stay Period. Unless the Court specifically orders otherwise, future Orders extending the Stay Period shall extend the within stay of the Labour Proceedings.

4. For greater certainty, this Order does not vary the HSAA Consent Order.

CSafieh

For/ Justice of the Court of King's Bench of Alberta

Action No. 2503 20545

This is **Exhibit** " E " referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

COURT FILE NO.	2503 20545	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	

JUDICIAL CENTRE OF EDMONTON
FILED DIGITALLY
2503 20545
Jun 16, 2026
12:15 PM
CLERK OF THE COURT

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT	**APPLICATION – SALE APPROVAL AND VESTING ORDER (Whitecourt Village), RELIEF UNDER SECTION 11.1(3) OF THE *CCAA* and ANCILLARY RELIEF**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780.441.4386 Fax: 780.428.9683 Email: dbieganek@dcllp.com	File #212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, AB T5J 3V9

NOTICE TO THE RESPONDENT(S)

This application is made against you. You are a 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	June 25, 2026
Time	2:00 p.m.
Where	Via Webex Videoconference: https://albertacourts.webex.com/meet/virtual.courtroom86
Before Whom	The Honourable Justice J.J. Gill

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

Remedy claimed or sought:

1. The Applicants seek a Sale Approval and Vesting Order ("**Sale Order**"), largely in the form attached within **Schedule "A"** arising out Whitecourt Sales Process previously approved by the Court with the Sale Order specifically:

   (a) approving the offer to purchase ("**Offer to Purchase**") between Whitecourt Village Ltd. (the "**Vendor**") and Lac Ste. Anne Foundation ("**LSAF**" or the "**Purchaser**"), and the transactions contemplated therein, including the sale of the Whitecourt Village Community (Plan 2021913, Block 1, Lot 2) (the "**Whitecourt Transaction**");

   (b) vesting title in the lands and assets of the Whitecourt Village Community free and clear of all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (other than those Permitted Encumbrances set out in the draft Sale Order);

   (c) authorizing the entry and execution of an asset purchase agreement related to the Whitecourt Transaction between the Vendor and Purchaser ("**APA**"), on substantially similar terms to the current version of the draft APA; and

   (d) if necessary, assigning any assumed contract under the APA to the Purchaser pursuant to section 11.3 of the CCAA.

2. The Applicants seek an Order, largely in the form attached within **Schedule "B"**:

   (a) amending the milestone dates in the General Sales Process previously approved by this Court to extend the deadline for Court Approval to July 31, 2026 and the deadline for the Closing Date(s) of the transactions to be October 16, 2026, subject to Assisted Living Alberta ("**ALA**") approval; and

(b) an Order that section 11.1(2) of the CCAA does not apply in respect of proceedings before the Alberta Labour Relations Board ("**ALRB**") brought by the Alberta Union of Provincial Employees ("**AUPE**") against the Applicants, Arch Services Ltd., Gregory Christensen ("**Greg**"), and Village at Westmount Partnership; and certain other types of applications and collectively bargaining processes (collectively the "**Labour Proceedings**"), or alternatively or additionally, that the ongoing stay of proceedings applies to the Labour Proceedings.

3. The Applicants seek a Sealing Order, largely in the form attached within **Schedule "C"**, with respect to the Confidential Supplementary Affidavit of Gregory Christenson sworn June 15, 2026 ("**Third Confidential Affidavit**") until December 31, 2026.

4. Abridging time for service of notice of this Application or deeming service of the Application to be good and sufficient, if necessary.

5. Such further and other relief as the circumstances may require and the Court deems appropriate.

Grounds from making this application:

Applicants' Background and Life Lease Claimants

6. All Applicants are collectively known as Christenson Group of Companies (the "**Christenson Group**").

7. The Christenson Group hosts or manages communities consisting of independent living apartment homes which offer opportunities to age in place for those residents who eventually require either supportive services or assisted living lifestyle options.

8. The Applicant entities own various seniors' housing communities representing 1,173 residential units in total, including in Edmonton, Sherwood Park, St. Albert, Red Deer, Lacombe, Rocky Mountain House and Whitecourt (collectively the "**Communities**" with each being a "**Community**"). Ten Communities are part of these CCAA proceedings. Each Community except one (Whitecourt Village) is condominiumized.

9. One of the options that was made available to residents in each of the Communities was to enter a life lease arrangement or a rental investment agreement rather than a full market rate rental arrangement. The residents participating in the arrangement are referred to as "**Life Lessors**" and the arrangement is called a "**Life Lease**".

10. The units within the Communities are a mix of designated supported living ("**DSL**") units, rental units and life lease units. With respect to the DSL units, there are service agreements in place with Alberta Health Services ("**AHS**") (now ALA) to provide various levels of care.

11. Whitecourt Village is the only Community without Life Lessors or persons awaiting payment in the life lease deposit queue (collectively "**Life Lease Claimants**").

Pertinent Summary of CCAA Proceedings

12. The Initial Order in these CCAA proceedings was granted on October 17, 2025. An Amended and Restated Initial Order was granted on October 27, 2025 which, among other things, extended the stay of proceedings to and including February 27, 2026.

13. On November 17, 2025 this Honourable Court granted, *inter alia*:

    (a) a Reverse Life Lease Claims Process Order for Life Lease Claimants, and a General Claims Process Order for non-Life Lease Claimants; and

    (b) a Sales Process Order (for all Communities other than Whitecourt Village) (the "**General Sales Process**"), wherein each of the Communities are marketed, through a two-phase process, by the Sales Agent, N.R.E Newmark Real Estate Canada Limited ("**Newmark**" or the "**Sales Agent**").

14. On December 2, 2025, a Sales Process Order for Whitecourt Village ("**Whitecourt Sales Process**", with along with the General Sales Process, being the "**Sales Processes**") was granted. The Whitecourt Sales Process was substantially similar to the General Sales Process.

15. On January 14, 2026, Honourable Court granted Orders:

    (a) permitting the Applicants to submit Plans of Arrangement ("**Plans**") to Life Lease Claimants in each Community and setting the process of having the Life Lease Claimants in each of the respective Communities vote on the Plans at meetings ("**Life Lease Meetings**");

    (b) extending the Stay Period to Arch, the primary employer of all employees, except for administrative staff, at the Communities; and

    (c) on an interim basis, and without prejudice to the position or interest of any party, the stay applicable to Arch was extended to AUPE's application for certification of certain employees of Arch (in respect of the Devonshire and Royal Oak Communities) before the ALRB until the conclusion of this further scheduled for February 25, 2026.

16. Plans were thereafter prepared, amended and served upon the Life Lease Claimants. The Plans were amended in consultation with legal counsel for Life Lease Claimants, the Monitor and others, and presented to the Life Lease Claimants for consideration.

17. The Plans received overwhelming approval by the Life Lease Claimants at Life Lease Meetings held on February 18, 19 and 20, 2026, and the Plans were approved by vote of the Life Lease Claimants in each of the Communities. Whitecourt Village is the only Community without Life Lease Claimants and as such, there is no Plan for Whitecourt Village.

18. The Plans were sanctioned by this Court on March 19, 2026 (the "**Plan Sanction Order**").

Sales Processes

19. The Sales Agent has extensive experience in the marketing and sale of seniors housing complexes and conducted the Sales Processes pursuant to the Orders of this Court approving the Sales Processes.

20. As amended, the deadlines for the Sales Processes were:

Milestone	**Deadline**
Selling Agents to Initiate Marketing	November 19, 2025
Phase 1 Bid Deadline	March 19, 2026
Phase 2 Bid Deadline	April 27, 2026
Court Approval Deadline	May 20, 2026
Closing Date of transaction(s)	June 19, 2026, subject to ALA approval (if necessary)

21. The Sales Processes:

(a) were developed with input from the Applicants, the Sales Agent and the Monitor, as well as from the various senior secured lenders. No party opposed the Sales Processes;

(b) were a Court-ordered process administered by the Sales Agent and overseen by the Monitor, in accordance with the terms of the Orders approving the Sales Processes;

(c) were established by the Applicants, in consultation with the Monitor, in a manner that was intended to permit any potential buyer to enter the Sales Processes freely and without impediment, financial or otherwise;

(d) included broad marketing efforts as:

(i) the outreach was far reaching in scope and the Sales Agent targeted its buyers list and send out 1,413 emails which included a list of potential purchasers provided by the Monitor;

(ii) numerous press releases were issued at the commencement of the Sales Processes;

(iii) a virtual data room ("**VDR**") was opened; and

(iv) the Sales Agent reported that it was the highest level of buyer interest that their group has ever been a part of with approximately 427 website views and 81 Non-Disclosure Agreements ("**NDAs**") being executed to allow prospective buyers to obtain access to the VDR; and

(e) the Sales Agent, with Monitor oversight, administered the Sales Processes in a transparent manner in accordance with its Court-appointed duties.

Results of Sales Processes

22. After the conclusion of Phase 1 of the Sales Processes:

   (a) with respect to the General Sales Process, a total of 16 letters of intent ("**LOI**") were received, five of which were for the entire portfolio, while the balance consisted of segmented offers for either specific properties or a specific number of properties; and

   (b) with respect to the Whitecourt Sales Process, a total of three LOIs were received, and of those offers, two were part of overall portfolio bids.

23. Certain parties held rights of first refusal ("**ROFRs**") on the Devonshire Village and Southwoods Court North Communities. Each of those ROFR parties were required to participate in the General Sales Process to entitle them to receive notices under their ROFRs and both did participate.

24. After consultations with the Monitor, the Sales Agent and the affected senior secured lenders, eight bidders were selected and qualified as Phase 2 Qualified Bidders (which included prospects for the entire portfolio and certain individual offers, including those made for the Whitecourt Village Communities). The ROFR parties were included amongst those Phase 2 Qualified Bidders.

25. The Monitor notified both the Phase 2 Qualified Bidders, and those who did not qualify, of the results. Phase 2 thereafter proceeded and concluded on April 27, 2026.

26. In respect of the General Sales Process for the entirety of the portfolio, three entire portfolio offers were received along with three individual or segmented offers which included offers from the two ROFR parties on their specific Communities, as required under the terms of the Sales Process.

27. In respect of the Whitecourt Sales Process, the highest bidder was the Lac St. Anne Foundation ("**LSAF**"), a not-for-profit organization providing seniors housing in support of housing for low-income seniors and low-income individuals and families who were require affordable places to live including affordable assisted living.

28. LSAF's initial offer was discussed with the Sales Agent, the Monitor and the senior secured lender of Whitecourt Village, National Bank of Canada ("**NBC**") and after those discussions some counterproposal on price was made which was accepted.

29. The LSAF offer was subject to certain conditions each of which have now been removed. An APA based on the template provided to buyers has been submitted to LSAF's counsel for their consideration.

30. The Monitor, Sales Agent, Applicants and NBC support approval of the Whitecourt Transaction. There are no Life Lease Claimants with respect to the Whitecourt Village Community.

General Sales Process – Extension of Certain Milestones

31. The Monitor, in conjunction with the Sales Agent and the Applicants, have reviewed the Phase 2 offers received pursuant to the General Sales Process and have concluded that the offer to purchase of an experienced investor in senior's housing (the "**Successful Bidder**") within the General Sales Process, to purchase all Communities (other than Whitecourt Village) (the "**General Offer**") represents the greatest recovery for stakeholders.

32. The Successful Bidder is actively working on, but has not yet completed, its due diligence under the General Offer. Final terms of the associated Asset Purchase Agreement are being settled.

33. Due to the General Offer providing the greatest recovery for all stakeholders, the Successful Bidder meritoriously acting in furtherance of closing the transaction, and in consideration of the complexity of the transaction and the Applicants' business, the Applicants are supportive of amending:

    (a) the Court Approval deadline under the General Sales Process to July 31, 2026 (at which point all conditions, other than ALA approval, are to be satisfied); and

    (b) the Closing of Transaction deadline to October 16, 2026.

Labour Stay

34. Prior to the Initial Order, only one community had unionized staff: the Royal Oak Community is staffed by members of the Health Sciences Association of Alberta (the "**HSAA**").

35. After the Initial Order, and during the Sale Process, the AUPE has taken steps to organize and become the certified bargaining agent for certain units of employees of Arch at each of Devonshire Village, Village at Westmount, Glastonbury Village and Timberstone Mews. Each of Devonshire Village, Glastonbury Village and Village at Westmount are located in Edmonton. Timberstone Mews is located in Red Deer.

36. After the Initial Order, the Applicants have been involved in several labour-related proceedings:

    (a) on November 28, 2025, AUPE submitted applications to the ALRB to have itself certified as the bargaining agent for all employees of Arch at the Devonshire Community, and all employees of CCL at the Devonshire Community (collectively, the "**Devonshire Certification Application**"). On December 12, 2025, the ALRB dismissed the Devonshire Certification Application with respect to CCL;

    (b) on January 14, 2026, the Applicants obtained an Order which imposed a stay of proceedings over Arch, including the remaining portion of the Devonshire Village Certification Application with respect to Arch employees (the "**Arch Stay Order**");

    (c) on March 3, 2026, the Court approved a Consent Order which set aside the Arch Stay Order, without prejudice to the Applicants' ability to reapply (which the Applicants now do). On March 24, 2026, AUPE became the bargaining agent for certain employees at the Devonshire Community;

(d) on March 19, 2026, the Court approved a Consent Order which confirmed that despite the stay in the ARIO: (i) the HSAA could continue to file grievances on behalf of its members; (ii) grievances under the HSAA Collective Agreement filed prior to the Initial Order seeking non-monetary remedies would continue to be addressed through the grievance arbitration rather than the General Claims Process; and (iii) grievances claims submitted to the Monitor as claims would be referred to grievance arbitration; but (iv) that grievance arbitrations would not be conducted prior to September 1, 2026 (the "**HSAA Consent Order**"); and

(e) on April 15, 2026, AUPE filed an application with the ARLB for a common employer declaration pursuant to section 47(1) *Labour Relations Code* and other relief (the "**Common Employer Application**"). The Common Employer Application is discussed in more detail below.

37. The Common Employer Application names Christenson Developments Ltd. and 13 other Applicant companies, Arch, Greg in his personal capacity, and Village at Westmount Partnership as Respondents.

38. Greg and Village at Westmount Partnership were included in the stay of proceedings in the ARIO. As noted previously, Arch was previously included in the stay of proceedings but that Order was set aside by consent without prejudice to the Applicants' ability to bring a further application for a stay.

39. AUPE's Common Employer Application seeks:

(a) a declaration that Arch and the Respondents are all common employers of the staff at Devonshire, Westmount, Glastonbury, and Timberstone Mews;

(b) a declaration that the Respondents are bound by the certifications of bargaining units already obtained by AUPE;

(c) damages "if applicable", costs, and other appropriate remedies.

40. While there is information which was imparted to potential purchasers throughout the General Sales Process regarding the union activities, the AUPE has moved quickly and late in the General Sales Process to bring the common employer application.

41. The Successful Bidder has indicated to the Sales Agent that there is likely to be a request to adjust the price downward based on the union activity and the existence of the common employer application. That adjustment is considered by the Applicants to be material as it would negatively impact recoveries, including for Life Lease Claimants.

42. While that would still likely leave the Successful Bidder as the highest bidder, it would materially impact the amount of funds which can be paid to the Life Lease Claimants. It would be even more difficult if the Successful Bidder chose to not remove conditions and walk away from the transaction.

43. In the circumstances, the Applicants are of the view that the proceedings before the AUPE must be stayed pending the closing of the General Offer. Doing so is in the interests of all of the stakeholders of the Christenson Group including the senior secured lenders, the Life Lease Claimants, the residents and the employes of Arch who work in the Communities.

44. On balance, maintaining the status quo until the General Offer closes is in everyone's best interests, as it will allow the sale to conclude and then any labour relations issues can be addressed with the Successful Bidder.

Sealing Order

45. The Third Confidential Affidavit contains commercially sensitive information with respect to the Sales Processes, potentially interested purchasers and sales prices. A sealing order with respect to the Third Confidential Affidavit ("**Sealing Order**") is necessary and appropriate with respect to the Third Confidential Affidavit as:

   (a) disclosure of the information would be detrimental to the integrity of the Sales Processes, or to further marketing of the Communities, if necessary;

   (b) reasonable alternative measures will not prevent the risk; and

   (c) the benefits of the Sealing Order to the process and all stakeholders outweigh the deleterious effects on the rights and interests of the public in accessing the information at this time.

46. The concern is that if the transactions do not ultimately close, public disclosure of the prospective purchase prices or potential values of Communities, at this time, may detrimentally impact future marketing of the Communities.

47. The Sealing Order is sought to only apply until December 31, 2026, unless further extended by Court Order, as by that time, the sales of the Communities are expected to have closed.

Conclusion

48. All relief sought is appropriate in the circumstances and ought to be approved.

49. The Applicants continue to act with good faith and due diligence in these proceedings.

50. Such further and other grounds as counsel for the Applicants may advise and this Honourable Court may permit.

Material or evidence to be relied on:

51. This Application and the draft Orders.

52. The prior Orders granted in these proceedings.

53. Affidavit of Gregory Christenson sworn June 15, 2026 ("**Eighth Christenson Affidavit**"), as well as the prior Affidavits of Gregory Christenson sworn and filed in these proceedings.

54. Third Confidential Affidavit of Gregory Christenson sworn June 15, 2026.

55. The Seventh Report of the Monitor, to be filed, and the prior Monitor's Reports, as needed.

56. The Bench Brief of the Applicants.

57. Such further and other evidence as counsel may advise and this Honourable Court may permit.

Applicable Rules:

58. Rules 1.3(1), 6.3, 6.11, 11.27 and 13.5 of the *Alberta Rules of Court.*

59. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

60. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended, and in particular sections 11, 11.1, 11.3 and 36.

61. *Labour Relations Code*, RSA 2000, c L-1 and in particular section 47(1).

62. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

63. N/A.

How the application is proposed to be heard or considered:

64. By way of Webex hearing before the Honourable Justice J.J. Gill.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the 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 Applicant(s) a reasonable time before the application is to be heard or considered.

Schedule "B"

Draft Order – Extension of Stay to Labour Proceedings and Extension of General Sales Process Timelines

Clerk's Stamp

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT **ORDER – RELIEF UNDER SECTION 11.1(3) OF THE CCAA and EXTENSION OF GENERAL SALES PROCESS TIMELINES**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com	File # 212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED: **JUNE 25, 2026**

NAME OF JUSTICE WHO MADE THIS ORDER: **J.J. GILL**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

UPON the application of the CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD. (collectively the "**Christenson Group**" or "**Applicants**");

AND UPON having read the Application and the Affidavit of Gregory Christenson sworn June 15, 2026; AND UPON hearing from counsel for the Applicants, counsel for the Monitor and any other interested parties appearing at this Application;

AND UPON noting the Amended and Restated Initial Order granted in these proceedings on October 27, 2025 ("**ARIO**");

AND UPON noting the stay of proceedings pursuant to paragraph 16 of the ARIO (the "**Stay Period**", as extended by further Orders of this Court); **AND UPON** noting the Stay Period applies to (i) the Applicants (paragraph 16 of the ARIO), and (ii) certain third parties as outlined within paragraph 17 of the ARIO (the "**Third Parties**", which includes Arch Service Ltd. ("**Arch**"));

AND UPON noting the Order – Approve Sales Process granted November 17, 2025 in these proceedings and the sales and investment solicitation process attached as Schedule "A" to that Order (the "**General Sales Process**");

AND UPON noting the Order granted January 14, 2026, which extended the Stay Period to Arch ("**Arch Stay Order**"); **AND UPON** noting the Order granted February 25, 2026, which extended the Stay Period to September 30, 2026;

AND UPON noting the Order granted February 25, 2026, which amended the deadlines within paragraph 15 of the General Sales Process to make the deadline for Court Approval May 20, 2026, and make the deadline for the Closing Date of the transaction(s) June 19, 2026, subject to Assisted Living Alberta ("**ALA**") approval;

AND UPON noting the Consent Order granted on March 3, 2026, vacating the Arch Stay Order without determination on the merits without prejudice to the ability of Arch or the Applicants to bring a further application for relief pursuant to s.11.1(3) of the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36 ("**CCAA**") to reinstate the stay;

AND UPON noting the Consent Order granted March 19, 2026, dealing with grievances under the Collective Agreement between Christenson Communities Ltd. and Health Sciences Association of Alberta, dated effective January 1, 2020 (the "**HSAA Consent Order**");

AND UPON noting that this Application was served on the Alberta Labour Relations Board (the "**ARLB**");

IT IS HEREBY ORDERED AND DECLARED THAT:

GENERAL SALES PROCESS TIMELINES

1. The milestones set out paragraph 15 of the General Sales Process for the Court Approval Date and the Closing Date are extended as follows:

    a. Court Approval amended to a deadline of July 31, 2026; and

    b. Closing Date amended to a deadline of October 16, 2026 (subject to ALA approval, if necessary).

STAY OF LABOUR PROCEEDINGS

2. In this Order, "**Labour Proceedings**" mean, collectively proceedings brought in respect of Arch, the Applicants, and Gregory Christenson by the Alberta Union of Provincial Employees ("**AUPE**") to the ALRB including:

    a. the Application submitted April 15, 2026, by seeking remedies including a declaration that certain entities are common employers (Board File GE-09698), as amended by the AUPE on May 29, 2026 (the "**Common Employer Application**");

    b. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 7 of the *Labour Relations Code*;

    c. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 5 of the *Labour Relations Code*; and

    d. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 10 of the *Labour Relations Code*.

3. Pursuant to section 11.1(3) of the *CCAA*, the provisions of section 11.1(2) of the CCAA shall not apply to the Labour Proceedings and the Labour Proceedings are hereby stayed for the duration of the Stay Period. Unless the Court specifically orders otherwise, future Orders extending the Stay Period shall extend the within stay of the Labour Proceedings.

4. For greater certainty, this Order does not vary the HSAA Consent Order.

____

Justice of the Court of King's Bench of Alberta

Action No. 2503 20545

This is **Exhibit "** F **"** referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

Form 49
[Rule 13.19]

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON

Clerk's Stamp

JUDICIAL CENTRE OF EDMONTON
FILED DIGITALLY
2503 20545
Jun 16, 2026
12:15 PM
CLERK OF THE COURT

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC, GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT **EIGHTH AFFIDAVIT OF GREGORY CHRISTENSON**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780.441.4386 Fax: 780.428.9683 Email: dbieganek@dcllp.com	File #212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, AB T5J 3V9

EIGHTH AFFIDAVIT OF GREGORY CHRISTENSON

Sworn on the 15th day of JUNE, 2026

I, Gregory Christenson, of the City of Edmonton, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am the President of the Christenson Group of Companies (the "**Christenson Group**") and as such, have personal knowledge of the matters herein deposed save where:

a. stated to be based upon information and belief, and whereso stated I do believe the information to be true; and

b. I have informed myself from books or records maintained by the Christenson Group, and where I have done so, these books or records were part of the Christenson Group's ordinary books or records and any entries in those books or records were made in the usual and ordinary course of the Christenson Group's business.

2. This is my Eighth Affidavit sworn in these proceedings.

3. The capitalized terms used herein and not otherwise defined have the meaning ascribed to them in my Affidavit sworn October 6, 2025 (the "**First Affidavit**") and in the Sales Process Order.

4. I swear this Eight Affidavit in support of an Application by the Applicants for:

a. A Sale Approval and Vesting Order respecting Whitecourt Village arising out of the Whitecourt Sales Process and specifically:

i. Approving the Offer to Purchase and authorizing the entry of an Asset Purchase Agreement ("**APA**") between Whitecourt Village Ltd. ("**Whitecourt**") and the Lac St. Anne Foundation ("**LSAF**" or the "**Purchaser**") and vesting title in the lands and assets of Whitecourt Village in the name of the LSAF free and clear of all financial encumbrances;

ii. As appropriate, assigning any assumed contract (as defined in the APA) to LSAF pursuant to section 11.3 of the *CCAA*;

b. An Order extending the Court approval deadline in the General Sales Process to July 31, 2026, with further adjustments to the anticipated closing date of the transaction outlined herein;

c. An Order staying until subsequent the closing of the transaction of the remaining assets of the Christenson Group the ongoing activities of the Alberta Union of Provincial Employees ("**AUPE**") including without restriction the pending application for declarations that certain members of the Christenson Group and Gregory Christenson are common employers with Arch Services Ltd. ("**Arch**") and specifically a declaration that:

i. The ongoing stay of proceedings applies to such applications; or alternatively;

ii. That the provisions of section 11.1(2) of the *CCAA* do not apply to the ongoing actions taken by the AUPE before the Alberta Labour Relations Board ("**ALRB**"); and

d. A temporary Sealing Order sealing the Third Confidential Supplementary Affidavit which I have sworn concurrently herewith.

Background and Procedural History

5. The background to these proceedings is fully outlined in my previous affidavits. What follows is the necessary summarized background for the present applications before the Court.

6. As set out in my First Affidavit, the Applicants, on a combined basis have secured debts and obligations owing to third-party, first charge lenders in an amount totalling approximately $105,171,683. There is no single primary lender.

7. As also set out in my First Affidavit, the Applicants, on a combined basis have amounts owing to Life Lease Claimants in amounts totalling approximately $194,417,879. Those amounts are, generally, secured in second position against the Communities for amounts owing in respect of Life Leases in those Communities. There are some anomalies in respect of the security of certain Life Lease Claimants in that a small number are in first place position.

8. At the time of the Initial Order as set out in my first Affidavit, there were 301 Life Leases which were still in effect and 300 which had been terminated and the claimants were waiting in the queue for payment.

9. Christenson Communities Ltd. ("**CCL**") manages each of the Communities (defined below) representing 1,173 residential units in total. There are 10 Communities in total. The enterprise is fully integrated with CCL managing the day-to-day operations of each Community including collection of rents, staffing, accounting, logistics, maintenance and so forth.

10. All staff in the Communities are provided by Arch through labour supply agreements with each Community owner.

11. There are 392 Designated Supported Living ("**DSL**") Units throughout the Communities which are funded by Assisted Living Alberta ("**ALA**", formerly Alberta Health Services).

12. On October 17, 2025, Justice Feasby of this Court granted the Initial Order in these proceedings and on October 27, 2025, the Applicants obtained an Amended and Restated Initial Order (the "**ARIO**") again from Justice Feasby. The ARIO extended the stay of proceedings until and including February 27, 2026.

13. On November 17, 2025, this Court granted:

a. A Reverse Life Lease Claims Process Order;

b. A General Claims Process Order;

c. Approval of a Sales Process Order (the "**Sales Process Order**") for all Communities (other than Whitecourt Village, for which a separate, but largely similar, sales process was approved by this Honourable Court on December 2, 2025, collectively these two sales processes are referred to as the "**Sale Processes**"); and

d. Approval of a Service Protocol Order (the "**Service Protocol**") to clarify the service procedure for all interested parties in these proceedings.

14. The Reverse Life Lease Claims Process simplified the proving process for the Life Lease Claimants. They were only required to send notices if they objected to the calculation of their claim as provided by the Applicants. The Notice of Objection deadline was 5:00 pm MST on January 9, 2026.

15. N.R.E. Newmark Real Estate Canada Limited ("**Newmark**" or the "**Sales Agent**") is the Sales Agent for the Sales Processes. They have extensive experience across Canada with seniors housing and worked diligently on the marketing process with the Applicants and the implementation of the Sales Processes.

16. On January 14, 2026, the Court, *inter alia*, granted an Order permitting the Applicants to submit Plans of Arrangement ("**Plans**") to Life Lease Claimants in each Community (other than Whitecourt Village, which has no Life Leases) and setting the process for the calling and process for conducting the vote on the Plans ("**Life Lease Meetings**").

17. The Plans were amended after discussions with legal counsel for Life Lease Claimants (including Representative Counsel and Dentons), the Monitor and others, and were considered by the Life Lease Claimants at the Life Lease Meetings, which were conducted on February 18, 19, and 20, 2026.

18. On February 25, 2026, the Court granted Orders:

a. Extending the stay of proceedings as against the Applicants to September 30, 2026; and

b. Amending the timelines for each of Whitecourt Sales Process and the General Sales Process by extending each of the Phase 1 and Phase 2 bid deadlines on the recommendation of the Sales Agent.

19. Also on February 24, 2026, the Court extended the stay period to Arch in respect of, among other things, an application by the AUPE to the ALRB for certification of a bargaining unit consisting of employees of Arch working at the Devonshire Community. On March 3, 2026, that Order was vacated by consent without a determination on the merits and without prejudice to the ability of Arch, the Applicants or any one or more of them, to bring further application pursuant to Section 11.1(3) of the *CCAA* to reestablish the stay.

20. The Amended Plans were overwhelmingly approved by the Life Lease Claimants and were approved by the Court on March 19, 2026.

21. The Phase 1 bid deadline was March 19, 2026 and the Phase 2 bid deadline was April 27, 2026. Further detail in respect of the Sale Process results follows in more detail.

22. Business is being conducted as normal. Residents who are renting and are not Life Lease holders or Life Lessors are not affected by this process.

Sales Processes

23. The Sales Processes consisted of what I have referred to as the General Sales Process with the marketing being undertaken by the Sales Agent for the entire portfolio along with a specific Whitecourt Sale Process for the Whitecourt Village Community only. On an overall basis, I am informed by the Sales Agent and do believe that the sales and marking process of the portfolio and the Whitecourt Village Community was extensive and far reaching. In that regard:

    a. The Sales Agent targeted its buyers list and sent out 1,413 emails which included a list of potential purchasers provided by the Monitor;

    b. The Sales Agent advertised the opportunity in several publications; and

    c. The Sales Agent reports that it was the highest level of buyer interest that their group has ever been a part of with approximately 427 website views and 81 Non-Disclosure Agreements ("**NDAs**") being executed to allow prospective buyers to obtain access to the virtual data room.

24. Under the terms of the Sales Process Orders, interested buyers were to submit Letters of Intent ("**LOIs**") on or before March 19, 2026. After submission of LOIs, the Sales Agent, the Monitor, the Applicants and the affected Senior Secured Lenders were to consider the LOIs and make a determination of which of the potential bidders would be qualified to participate in Phase 2 of the Sales Processes.

25. After the conclusion of Phase 1:

    a. With respect to the General Sales Process, a total of 16 LOIs were received, 5 of which were for the entire portfolio, and the balance consisted of segmented offers for either specific properties or a specific number of properties; and

    b. With respect to the Whitecourt Sales Process, three LOIs were received for the Whitecourt Village Community, and of those offers, two were part of overall portfolio bids.

26. Certain parties held Rights of First Refusal ("**ROFRs**") on the Devonshire Village and Southwoods Court North Communities. Each of those ROFR holders were required to participate in the General Sales Process to entitle them to receive Notices under their ROFRs. Both did participate.

27. After consultations with the Monitor, the Sales Agent and the affected Senior Secured Lenders, eight bidders were selected and qualified as Phase 2 Qualified Bidders which included prospects for the entire portfolio and certain individual offers including those made for the Whitecourt Village Community. The ROFR holders were included amongst those Phase 2 Qualified Bidders.

28. The Monitor then proceeded to notify the qualified bidders and those who did not qualify of the results of that process.

29. Phase 2 proceeded and concluded on April 27, 2026.

30. In respect of the General Sales Process for the entirety of the portfolio, three entire portfolio offers were received along with three individual or segmented offers which included offers from the two ROFR holders on their specific properties as required under the terms of the Order approving the General Sales Process.

Whitecourt Sales Process Results

31. In respect of Whitecourt, two offers were received in Phase 2 of the Whitecourt Sales Process.

32. The highest bidder was LSAF, a not-for-profit organization providing seniors housing in support of housing for low-income seniors and low-income individuals and families who were require affordable places to live including affordable assisted living.

33. Their initial offer was discussed with the Sales Agent, the Monitor and the senior secured lender, National Bank of Canada ("**NBC**") and after those discussions some counterproposal on price was made which was accepted. A copy of the redacted Offer to Purchase (as to price) which was finalized between Whitecourt and the LSAF is attached hereto and marked **Exhibit "A"**. An unredacted copy is included in my Confidential Affidavit sworn concurrently herewith.

34. The LSAF offer was subject to certain conditions each of which have now been removed. Attached hereto and marked **Exhibit "B"** to this my Affidavit are copies of the condition waiver documents.

35. An APA based on the template provided to buyers has been submitted to LSAF's counsel for their consideration. A redacted copy (as to price) of the proposed APA is attached hereto and marked **Exhibit "C"**.

36. The agreement with LSAF is now subject only to Court approval and, ultimately, the approval of ALA to the assignment of the license to the Lac St. Anne Foundation to run the assisted living facilities at Whitecourt.

37. Attached hereto and marked **Exhibit "D"** is a copy of the title to the Whitecourt Village lands (Plan 2021913, Block 1, Lot 2), as well as Caveat #232 077 252 (the "**Development Agreement**"). There are no current amounts owing under the Development Agreement.

38. The senior secured lender is NBC. I am informed by the Applicant's legal counsel and do verily believe that NBC supports the offer and supports the application to approve the sale and vest title in the Whitecourt Village assets to the Lac St. Anne Foundation.

39. LSAF paid a deposit as required under the terms of the Whitecourt Sale Process and that deposit is presently held in trust with Applicant's counsel.

General Sales Process Results

40. With respect to the General Sales Process, 3 portfolio offers were received along with 3 individual or segmented offers for specific Communities.

41. In consultation with the Monitor, and at the request of the Sales Agent, it was agreed and thereafter communicated to the group of anticipated portfolio bidders, that bids for the entire portfolio would need to be accompanied by a 2.5% deposit initially, rather than 5%, with a further 2.5% deposit being provided on Court approval.

42. Of the total portfolio bidders, two submitted bids provided either on the template bid form or a signed template Asset Purchase Agreement, subject to further consultation, with their bids. They paid the requisite deposits. The third portfolio bidder relied on their Phase 1 LOI only and did not submit a deposit.

43. Each of the individual or segmented bidders provided bids in accordance with the General Sales Process terms and paid their deposits.

44. In consultation with the Monitor, the Sales Agent and senior secured lenders, the Applicants selected a bid from an experienced investor in seniors housing as the successful bidder for the portfolio (the "**Successful Bidder**"). As noted, the Successful Bidder provided the requisite deposit which is being held by counsel for the Applicants.

45. The offer from the Successful Bidder is a cash offer and remains subject only to continuing due diligence and ultimately approval of this Court and ALA approval for the assignment of the DSL licences.

46. While disclosing the value of the offer publicly at this time is not appropriate, the price set out in the offer is materially higher than that which was reasonably expected to be obtained by the Applicants when they embarked on the General Sales Process. It also offers the prospect that a larger number of Life Lease Claimants will be paid in full and overall projected recoveries, on average, to the Life Lease Claimants will be much higher than originally projected.

47. That said, the Successful Bidder is continuing its due diligence and in discussions with their legal counsel and through the Sales Agent, they have requested additional time to continue some further due diligence and finalize the terms of the APA and in that regard, the Applicants have requested an extension of the time for Court approval to the later part of July.

48. The Applicants believe the proposed extension to the Court approval deadline is appropriate to allow the Successful Bidder to complete its diligence and for the parties to finalize definitive transaction documentation. The Successful Bidder's actions to date are consistent with a party motivated to complete the transaction and include:

   a. CapEx tours of the facilities which have now been completed;

   b. The engagement of an appraiser for their internal purposes;

c. They have engaged an international accounting firm for tax advisory;

d. Their legal counsel is fully engaged in discussions with the Applicants' legal counsel and in the due diligence. As part of that, the Applicants continue to provide information as needed although some of it is now moving into the transitional type of information as opposed to due diligence (from the Applicants' perspective) and authorizations have been provided to counsel to the Successful Bidder by the Applicants for completion of off title searches;

e. They are engaging with the services of an operator to help with the transition plan;

f. They are in the process of engaging a human resources consultant;

g. They have engaged a real estate development cost consulting firm to conduct a replacement cost study; and

h. They have requested reliance letters for the environmental site assessment reports and the building condition reports which were obtained by the Applicants and placed in the virtual data room.

49. In addition, thereto, the deposit amount of 2.5% of the total bid is presently being held in trust by counsel for the Applicants.

50. Given the price they are prepared to pay, and given the complex nature of the Applicants' organization, the Applicants have no concern with extending the time for approval to July 31, 2026, and have scheduled an application on that date for a Sale Approval and Vesting Order in respect of the Successful Bidder's offer.

51. The Applicants are therefore asking that the Court extend the deadline under the terms of the General Sales Process to allow for additional steps to be taken to finalize the terms of the transaction with the Successful Bidder and have all conditions other than ALA approval removed prior to obtaining Court approval.

52. There are some concerns that have been raised by the Successful Bidder regarding go forward operational costs in light of certain labour issues (discussed below), which may result in a proposal to modify the purchase price on a downward basis. The Applicants understand from the Sales Agent that the Successful Bidder continues to diligence this issue and, as such, no purchase price modification has been proposed as yet.

53. The information which has been imparted to the Applicants, however, is that any anticipated price adjustment should still result in an offer materially higher than any other competing offer received in the Phase 2 of the General Sales Process.

54. In accordance with the terms of the General Sales Process, after the determination was made to select the Successful Bidder, the Monitor provided notice to each of the ROFR holders providing them with an opportunity to exercise their ROFR and acquire the Communities which were subject to their ROFR.

55. Attached hereto and marked collectively as **Exhibits "E"** are copies of those notices.

56. Each ROFR holder declined to exercise their ROFR rights. Attached hereto and marked collectively as **Exhibits "F"** are copies of those notices.

57. Deposits have been returned to all unsuccessful bidders.

Labour Relations Issues

58. As noted earlier in this Affidavit, Arch is the provider of labour to the various communities.

59. After the ARIO was granted, and during the Sale Process, the AUPE has taken steps to organize and become the certified bargaining agent for certain units of employees of Arch at each of Devonshire Village, the Village at Westmount, Glastonbury Village and Timberstone Mews. Each of Devonshire, Glastonbury and Westmount are located in Edmonton. Timberstone Mews is located in Red Deer.

60. To my knowledge the AUPE had not attempted to organize at any of the Christenson Group sites prior to these proceedings being commenced.

61. As outlined in my First Affidavit, CCL, one of the Applicants, is certified as the employer in respect of a bargaining unit at Royal Oak Manor in Lacombe. The union there is Health Sciences Association of Alberta ("**HSAA**"). That was the only unionized facility at the time of the Initial Order.

62. The issues which are outlined in the following paragraphs arise in respect of the ongoing activities of the AUPE.

63. Attached hereto and marked collectively as **Exhibit "G"** are copies of the ALRB certificates certifying the bargaining units.

64. On April 15, 2026, prior to the conclusion of the Phase 2 bid deadline, AUPE filed an application for a common employer declaration between Arch and CCL. A copy of that application is attached hereto and marked **Exhibit "H"**.

65. The purpose set out in making the application is that without a common employer declaration the business that AUPE recently certified will be sold and there would be no successorship between Arch and any purchaser.

66. As noted in the application document itself, the AUPE relies on material that was filed in these proceedings and is readily available online and has known, throughout the process, that the assets of the Applicants were being sold.

67. The application is being contested by CCL. After the certification of Timberstone Mews, the AUPE amended its common employer application to include Timberstone Mews as well.

68. The Applicants did originally try to impose a stay in respect of the union activity prior to certification of bargaining units. As noted earlier in my Affidavit that Order was vacated by consent without prejudice to the right of Arch or the Applicants to make further application. The Applicants do so now.

69. While there is information which was imparted to potential purchasers throughout the General Sales Process regarding the union activities, the AUPE has moved quickly and late in the General Sales Process to certify these sites and bring the common employer application to the ALRB.

70. As described above, the Successful Bidder continues to diligence these, and other, labour relation issues and their impact on go-forward operational costs, and it is anticipated this may result in a proposal to reduce the proposed purchase price.

71. While it is anticipated any potential purchase price reduction would still result in the Successful Bidder having the highest bid, any such reduction will have a negative impact on the amount of funds available to the Life Lease Claimants. It would be more difficult if the Successful Bidder chose to not remove conditions and walk away from the transaction.

72. While in my earlier Affidavits respecting these matters, I indicated that the AUPE proceedings might have an impact, we now know that it will have an impact and that impact is likely to be materially detrimental to the Life Lease Claimants.

73. In the circumstances, the Applicants are of the view that the ongoing activities of the AUPE, including the common employer application before the ALRB, must be stayed pending the closing of the transaction in order to preserve the status quo and allow management to focus its efforts on completing the Sale Process and the transactions arising therefrom.

74. Doing so is in the interests of all of the stakeholders of the Christenson Group including the lenders, the Life Lease Claimants, the residents and the employes of Arch who work in the Communities.

75. On balance, maintaining the status quo until transaction closes is in everyone's bests interests, in my view as it will allow the sale to conclude and then any labour relations issues can be addressed with the Successful Bidder.

Conclusion

76. The Applicants continue to act in good faith and with due diligence towards resolving their financial affairs.

77. The Applicants are moving forward in good faith and with due diligence to restructure their affairs and to maximize recoveries for their stakeholders.

SWORN BEFORE ME at Edmonton, Alberta, this 15th day of June, 2026.	
A Commissioner for Oaths in and for the Province of Alberta	GREGORY CHRISTENSON

Zachary Soprovich
Barrister & Solicitor

Action No. 2503 20545

This is **Exhibit "** G **"** referred to in the Affidavit of Lin Qu sworn before me this 20th day of August, 2026.

____

A Commissioner for Oaths in and for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

COURT FILE NO.	2503 20545	Clerk's Stamp
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Jun 16, 2026
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CLERK OF THE COURT

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC, GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT	**BRIEF OF LAW IN SUPPORT OF SALE APPROVAL AND VESTING ORDER (WHITECOURT COMMUNITY), RELIEF UNDER SECTION 11.1(3) OF THE *CCAA* and ANCILLARY RELIEF**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com	File #212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, AB T5J 3V9

TABLE OF CONTENTS

I. INTRODUCTION

1. The Applicants in these *Companies' Creditors Arrangement Act* (the "**CCAA**")[1] proceedings are referred to as the "**Christenson Group**" or the "**Applicants**".

2. This Brief is provided in support of the Applicants' application which seeks:

   a. a Sale Approval and Vesting Order ("**Sale Order**") which:

      i. approves the offer to purchase ("**Offer to Purchase**") between Whitecourt Village Ltd. (the "**Vendor**") and Lac Ste. Anne Foundation (the "**Purchaser**"), and the transactions contemplated therein, including the sale of the Whitecourt Village Community (Plan 2021913, Block 1, Lot 2) (the "**Whitecourt Transaction**");

      ii. vests title in the lands and assets of the Whitecourt Village Community free and clear of all encumbrances unless specifically set out as permitted encumbrances;

      iii. authorizes the entry and execution of an asset purchase agreement related to the Whitecourt Transaction between the Vendor and Purchaser ("**APA**"); and

      iv. if necessary, assigns any assumed contract under the APA to the Purchaser pursuant to section 11.3 of the CCAA, upon notice to the affected parties.

   b. an Order amending the milestone dates in the General Sales Process previously approved by this Court to extend the deadline for Court Approval to July 31, 2026 and the deadline for the Closing Date(s) of the transactions to be October 16, 2026, subject to Assisted Living Alberta ("**ALA**") approval (as necessary);

   c. an Order that section 11.1(2) of the CCAA does not apply in respect of proceedings before the Alberta Labour Relations Board ("**ALRB**") brought by the Alberta Union of Provincial Employees ("**AUPE**") against the Applicants, Arch Services Ltd., Gregory Christensen ("**Greg**"), and Village at Westmount Partnership; and certain other types of applications; and collective bargaining processes (collectively the "**Labour Proceedings**"); and

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[1] *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 **[TAB 1]**.

d. a Sealing Order with respect to the Confidential Supplementary Affidavit of Gregory Christenson sworn June 15, 2026 ("**Third Confidential Affidavit**") until December 31, 2026.

II. FACTS

3. The detailed background of this matter is set out in eight affidavits sworn by Gregory Christenson ("**Greg**") in these proceedings.[2] The most recent was sworn June 15, 2026 (the "**Eighth Christenson Affidavit**").

4. The salient facts will generally be referred to directly in argument as outlined below. Specific additional facts which are germane to the background of this matter, and updates on the activity of the Applicant since the last Court appearance on March 19, 2026 follow on a summary basis.

A. Context of the Christenson Group[3]

5. The Christenson Group manages ten communities (each a "**Community**"), containing a total of 1,173 seniors residential units. The Communities are located across greater Edmonton, Lacombe, Whitecourt, Red Deer, and Rocky Mountain House.

6. The Communities have a mix of rental units, life lease units, and Designated Supported Living ("**DSL**") units, and most Communities contain all three types.

7. Prior to these CCAA proceedings, potential residents in all Communities (except the Whitecourt Community) were offered Life Lease arrangements, which generally called for the payment of a large deposit (a "**Deposit**"), often several hundred thousand dollars. Upon payment, the residents would become *de facto* secured lenders on the Community, and receive reduced rent. After the resident stops living at the Community, they would be entitled to a refund of the Deposit, less some charges. These residents are referred to as "**Life Lease Claimants**", and include current residents, former residents still waiting for the return of their Deposits (in the "**Life Lease Deposit Queue**").

8. Christenson Communities Ltd. ("**CCL**") employees the administrative staff for the Christenson Group: 23 people. The remaining employees are employed through Arch

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[2] Respectively sworn sworn October 6, 2025 (the "**First Christenson Affidavit**"); October 16, 2025 (the "**Second Christenson Affidavit**"); October 20, 2025 (the "**Third Christenson Affidavit**"); November 10, 2025 (the "**Fourth Christenson Affidavit**"); January 6, 2026 (the "**Fifth Christenson Affidavit**"); February 17, 2026 (the "**Sixth Christenson Affidavit**"); and March 9, 2026 (the "**Seventh Christenson Affidavit**").

[3] Eighth Christenson Affidavit at paras 5-11.

Services Ltd. ("**Arch**"), which is an Alberta corporation owned and controlled by Greg. Arch employs about 600 staff including about 130 nurses and 330 healthcare aides.[4]

9. The Applicants' assets consist primarily of real estate in the form of the Communities.

10. As of October 3, 2025, the Christenson Group's combined indebtedness to its secured lenders (not including Life Lease Claimants) was approximately $105,171,683.

11. Between the nine Communities with Life Leases, at the time of the Initial Order, the global amount owed to Life Lease Claimants is $194,417,879.

B. Relevant Procedural History

12. On October 17, 2025, the Initial Order in these proceedings was granted. On October 27, 2025, the Amended and Restated Initial Order ("**ARIO**") was granted and extended the stay of proceedings until and including February 27, 2026.

13. On November 17, 2025, the Court approved a General Claims Process, and a Reverse Life Lease Claims Process for Life Lease Claimants. The Court also approved a Sales Process Order (the "**General Sales Process**") for all Communities other than the Whitecourt Community. On December 2, 2025 the Court approved a Sales Process Order for the Whitecourt Community ("**Whitecourt Sales Process**", which along with the General Sales Process are collectively the "**Sales Processes**"). N.R.E. Newmark Real Estate Canada Limited is the sales agent for the Sales Processes ("**Newmark**" or the "**Sales Agent**").

14. On January 14, 2026, the Court granted an Order permitting the Applicants to submit certain Plans of Arrangement ("**Plans**") to Life Lease Claimants in each Community and setting the process of having the Life Lease Claimants in each of the respective Communities vote on the Plans ("**Life Lease Meetings**"). Following that Order, and consultations with various counsel for Life Lease Claimants and the Monitor, the Applicants executed on February 9-10, 2026 Amended Plans of Arrangement (herein the "**Plans**").

15. The Plans, *inter alia*, provided that the Life Lease Claimants residing in the Communities would have their Life Leases terminated, with an option to continue renting their units; and that equity available after the sale of the Communities (after payout of certain priority claims) would be put into a pool (the "**Equity Funds Pool**"). The Equity Funds Pool would be used to augment the recovery of Life Lease Claimants in Communities where the sale proceeds were insufficient to pay the claims in that Community to a level of 65%.

[4] First Christenson Affidavit at paras 30-32.

16. The Plans received overwhelming approval by the Life Lease Claimants.[5] Whitecourt Village is the only Community without Life Lease Claimants and as such, there is no Plan for Whitecourt Village.

17. On February 24, 2026, the Court extended the stay of proceedings as against the Applicants to September 30, 2026 ("**Stay Period**"). The Court also revised and harmonized certain bidding deadlines within the Sales Processes.

18. This Court granted a Plan Sanction Order on March 19, 2026.

C. Marketing Efforts under the Sales Processes[6]

19. The nine Communities under the General Sales Process and the Whitecourt Community were marketed in the same way:

    a. the Sales Agent targeted its buyers list and sent out 1,413 emails which included a list of potential purchasers provided by the Monitor;

    b. the Sales Agent advertised the opportunity in several publications; and

    c. the Sales Agent reports that it was the highest level of buyer interest that their group has ever been a part of with approximately 427 website views and 81 Non-Disclosure Agreements being executed to allow prospective buyers to obtain access to the virtual data room.

[5] Eighth Christenson Affidavit at para 20.
[6] Eighth Christenson Affidavit at paras 23-30.

20. Under the terms of the Orders approving the Sales Processes (as amended), interested buyers were to submit Letters of Intent ("**LOIs**") on or before March 19, 2026. After submission of LOIs, the Sales Agent, the Monitor, the Applicants and the affected senior secured lenders were to consider the LOIs and make a determination of which of the potential bidders would be qualified to participate in Phase 2 of the Sales Process.

21. After the conclusion of Phase 1 of the Sales Processes:

    a. with respect to the General Sales Process, a total of 16 LOIs were received, five of which were for the entire portfolio, while the balance consisted of segmented offers for either specific properties or a specific number of properties; and

    b. with respect to the Whitecourt Sales Process, a total of three LOIs were received, and of those offers, two were part of overall portfolio bids.

22. Certain parties held Rights of First Refusal ("**ROFRs**") on the Devonshire Village and Southwoods Court North Communities. Each of those ROFR parties were required to participate in the General Sales Process to entitle them to receive notices under their ROFRs and both did participate.

23. After consultations with the Monitor, the Sales Agent and the affected Senior Secured Lenders, eight bidders were selected and qualified as Phase 2 Qualified Bidders which included prospects for the entire portfolio and certain individual offers including those made for the Whitecourt Village Community. The ROFR parties were included amongst those Phase 2 Qualified Bidders.

24. The Monitor notified both the Phase 2 Qualified Bidders, and those who did not qualify, of the results. Phase 2 proceeded and concluded on April 27, 2026.

D. General Sales Process Results[7]

25. With respect to Phase 2 of the General Sales Process, three portfolio bids were received along with two individual or segmented bids.

26. In consultation with the Monitor, and at the request of the Sales Agent, the Applicants agreed that bids for the entire portfolio would need to be accompanied by a 2.5% initial deposit, rather than 5%, with a further 2.5% deposit being provided on Court approval.

27. Of the total portfolio bidders, two submitted bids provided either on the template bid form or a signed template Asset Purchase Agreement, subject to further consultation, with

[7] Eighth Christenson Affidavit at paras 40-57.

their bids. Requisite deposits were received. The third portfolio bidder relied on their Phase 1 LOI only and did not submit a deposit.

28. Each of the individual or segmented bidders provided bids in accordance with the Sales Process terms and paid their deposits.

29. In consultation with the Monitor, the Sales Agent, and senior secured lenders, the Applicants selected an experienced investor in seniors housing (the "**Successful Bidder**") as the successful bidder for the portfolio (of all Communities other than Whitecourt Village). The Successful Bidder has provided the requisite deposit which is being held by counsel for the Applicants.

30. In accordance with the terms of the General Sales Process, after the determination was made to select the Successful Bidder, the Monitor provided notice to each of the ROFR parties providing them with an opportunity to exercise their ROFR and acquire the Communities which were subject to their ROFR. The ROFR parties declined to exercise their ROFR rights.

31. The offer by the Successful Bidder is a cash offer and remains subject only to continuing due diligence and ultimately ALA approval for the assignment of the DSL licences.

32. The price set out in the offer of the Successful Bidder is materially higher than that which was reasonably expected to be obtained by the Applicants when they embarked on the General Sales Process. It also offers the prospect that a larger number of Life Lease Claimants will be paid in full and overall projected recoveries, on average, to the Life Lease Claimants will be much higher than originally projected.

33. The Successful Bidder is continuing its due diligence and in discussions with their legal counsel and through the Sales Agent, they have requested additional time to continue some further due diligence and finalize the terms of the Asset Purchase Agreement. The Successful Bidder continues to take steps that indicate it is motivated to complete the transaction.

34. There are some concerns that have been raised by the Successful Bidder regarding the potential impact of the labour relations issues, outlined later, which may have an impact on go-forward operational costs.

35. The Successful Bidder has indicated to the Sales Agent that there is well likely to be a request to adjust the price downward based on the union activity and the existence of a Common Employer Application (as discussed below).

36. Even then, any anticipated price adjustment should still result in an offer materially higher than any other competing offer received in the General Sales Process.

E. Labour Proceedings[8]

37. Prior to the Initial Order, only one community had unionized staff: the Royal Oak Community is staffed by members of the Health Sciences Association of Alberta (the "**HSAA**").

38. After the Initial Order, and during the Sale Process, the AUPE has taken steps to organize and become the certified bargaining agent for certain units of employees of Arch at each of Devonshire Village, Village at Westmount, Glastonbury Village and Timberstone Mews. Each of Devonshire Village, Glastonbury Village and Village at Westmount are located in Edmonton. Timberstone Mews is located in Red Deer.

39. AUPE had not attempted to organize at any of the Christenson Group sites prior to these proceedings being commenced.

40. The Applicants have been involved in several labour-related proceedings within these CCAA proceedings, some of which is summarized below:

    a. on November 28, 2025, AUPE submitted applications to the ALRB to have itself certified as the bargaining agent for all employees of Arch at the Devonshire Community, and all employees of CCL at the Devonshire Community (collectively, the "**Devonshire Certification Application**"). On December 12, 2025, the ALRB dismissed the Devonshire Certification Application with respect to CCL;

    b. on January 14, 2026, the Applicants obtained an Order which imposed a stay of proceedings over Arch, including the remaining portion of the Devonshire Village Certification Application with respect to Arch employees (the "**Arch Stay Order**");

    c. on March 3, 2026, the Court approved a Consent Order which set aside the Arch Stay Order, without prejudice to the Applicants' ability to reapply (which the Applicants now do). On March 24, 2026, AUPE became the bargaining agent for certain employees at the Devonshire Community;

    d. on March 19, 2026, the Court approved a Consent Order which confirmed that despite the stay in the ARIO: (i) the HSAA could continue to file grievances on behalf of its members; (ii) grievances under the HSAA Collective Agreement filed prior to the Initial Order seeking non-monetary remedies would continue to be addressed through the grievance arbitration rather than the General Claims Process; and (iii) grievances claims submitted to the Monitor as claims would be

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[8] Eighth Christenson Affidavit at paras 58-68.

referred to grievance arbitration; but (iv) that grievance arbitrations would not be conducted prior to September 1, 2026 (the "**HSAA Consent Order**"); and

e. on April 15, 2026, AUPE filed an application with the ARLB for a common employer declaration pursuant to section 47(1) *Labour Relations Code*[9] and other relief (the "**Common Employer Application**"). The Common Employer Application is discussed in more detail below.

41. The Common Employer Application names Christenson Developments Ltd. and 13 other Applicant companies, Arch, Greg in his personal capacity, and Village at Westmount Partnership as Respondents.

42. Greg and Village at Westmount Partnership were included in the stay of proceedings in the ARIO. As noted previously, Arch was previously included in the stay of proceedings but that Order was vacated by consent without prejudice to the Applicants' ability to bring a further application for a stay.

43. AUPE's Common Employer Application seeks:

a. a declaration that Arch and the Respondents are all common employers of the staff at Devonshire Village, Westmount Village, Glastonbury and Timberstone Mews;

b. a declaration that the Respondents are bound by the certifications of bargaining units already obtained by AUPE; and

c. damages "if applicable", costs, and other appropriate remedies.

III. ISSUES

44. In considering Application before the Court, the Court must be satisfied that:

a. in consideration of section 36(3) of the CCAA, whether the respective sale of the Whitecourt Village Community (and related property) to Lac St. Anne Foundation ("**LSAF**") should be approved;

b. with respect to amending the timelines of the General Sales Process, that the same is appropriate in the circumstances;

c. the declaration that section 11.1(2) of the CCAA does not apply to the Labour Proceedings, the Court must be satisfied that a viable compromise or

[9] *Labour Relations Code*, RSA 2000, c L-1 **[TAB 2]**.

arrangement could not be made in respect of the Applicants without the stay, and it is not contrary to the public interest that the ALRB be affected by the order; and

d. with respect to the Sealing Order, whether the importance of protecting sensitive pricing and valuation information of the Property until after a sale is concluded outweigh the deleterious effects of restricting the accessibility of Court proceedings.

IV. LAW AND ARGUMENT

A. The General Proposition

45. While historically the CCAA has prioritized "avoiding the social and economic losses resulting from liquidation of an insolvent company", the CCAA is fundamentally insolvency legislation.[10]

46. As fundamentally insolvency legislation, the CCAA has the simultaneous objectives of maximizing creditor recovery, preservation of going concern value where possible and preservation of jobs and communities affected by the firm's financial distress. In pursuit of those objectives, CCAA proceedings have evolved to permit outcomes that do not result in the emergence of the pre-filing debtor company in a restructured state.[11]

47. Liquidation is not necessarily inconsistent with the remedial objectives of the CCAA.[12]

48. Each case is looked at on its own merit. The relative weight which the different objectives of the CCAA take on in any case may vary based on the factual circumstances, the stage of proceedings and so forth.[13]

49. In the present circumstances, the relief sought is consistent with the objectives of the CCAA.

B. Whitecourt Transaction Ought to be Approved

50. The jurisdiction to approve the Whitecourt Transaction is set out in section 36 of the *CCAA* which states:

> 36(1) A debtor company in respect of which an order has been made under this Act may not sell or otherwise dispose of assets outside the ordinary

[10] ***Century Services Inc v Canada (Attorney General)***, 2010 SCC 60 at para 70 [***Century Services***] **[TAB 3]**.
[11] ***9354-9186 Quebec Inc and 9354-9178 Quebec Inc v Callidus Capital Corporation***, 2020 SCC 10 at para 42 [***Bluberi***] **[TAB 4]**.
[12] ***Bluberi*** at para 45 **[TAB 4]**.
[13] ***Bluberi*** at para 46 **[TAB 4]**.

course of business unless authorized to do so by a court. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.

(2) A company that applies to the court for an authorization is to give notice of the application to the secured creditors who are likely to be affected by the proposed sale or disposition.

(3) In deciding whether to grant the authorization, the court is to consider, among other things,

(a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;

(b) whether the monitor approved the process leading to the proposed sale or disposition;

(c) whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;

(d) the extent to which the creditors were consulted;

(e) the effects of the proposed sale or disposition on the creditors and other interested parties; and

(f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.[14]

51. Further, the CCAA provides specific authority to vest assets free and clear of any security, charge or other restriction:

> 36(6) The court may authorize a sale or disposition free and clear of any security, charge or other restriction and, if it does, it shall also order that other assets of the company or the proceeds of the sale or disposition be subject to a security, charge or other restriction in favour of the creditor whose security, charge or other restriction is to be affected by the order.[15]

52. *Royal Bank of Canada v Soundair Corp.*[16] established the factors to consider when approving a sale in a Court supervised process:

   a. whether there has been sufficient effort made to obtain the best price and has not acted improvidently;

   b. the interests of the parties;

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[14] CCAA, s 36 **[TAB 1]**.
[15] CCAA, s 36(6) **[TAB 1]**.
[16] ***Royal Bank of Canada v Soundair Corp***, 1991 CanLII 2727, [1991] OJ No 1137 (QL) at para 16, [***Soundair***] **[TAB 5]**.

c. the efficacy and integrity of the process by which offers were obtained; and

d. whether there was unfairness in the working out of the process.[17]

53. In *Veris Gold Corp*, the Court recognized that "[a] more general test has been restated… namely to consider the transaction as a whole and decide 'whether or not the sale is appropriate, fair and reasonable'," which is sometimes referred to as the White Burch test.[18]

54. In *Re AbitibiBowater Inc.*, the Court noted that it has jurisdiction to approve a sale of assets during CCAA proceedings, and observed that "[a]bsent some compelling, exceptional factor to the contrary, the Court should accept an applicant's proposed sales process where it was recommended by the Monitor and supported by the stakeholders."[19]

55. In respect of the Whitecourt Sales Process[20]:

a. the highest bidder was LSAF, a not-for-profit organization providing seniors housing in support of housing for low-income seniors and low-income individuals and families who were require affordable places to live including affordable assisted living;

b. before the finalization of the Offer to Purchase, the Sales Agent, the Monitor and the senior secured lender, National Bank of Canada ("**NBC**") participated in some discussion and counterproposals; and

c. an APA based on the template provided to buyers has been submitted to LSAF's counsel for their consideration. The agreement with LSAF is now subject only to Court approval and, ultimately, the approval of ALA to the assignment of the license to the LSAF to run the assisted living facilities at Whitecourt Village. LSAF paid a deposit as required under the terms of the Whitecourt Sale Process and that deposit is presently held in trust with Applicants' counsel.

56. NBC supports the Whitecourt Transaction and supports the application to approve the sale and vest title in the Whitecourt Village assets to LSAF.[21]

57. The Applicant submits that the Whitecourt Transaction ought to be approved for the following reasons:

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[17] ***Soundair*** at para 16 **[TAB 5]**; ***Re Veris Gold Corp***, 2015 BCSC 1204 at paras 24-25 **[*Veris Gold Corp*] [TAB 6]**.
[18] ***Veris Gold Corp*** at para 23 **[TAB 6]**.
[19] ***Re AbitibiBowater Inc***, 2009 QCCS 6460 at paras 36 and 59 **[TAB 7]**.
[20] Eighth Christenson Affidavit at paras 31-39.
[21] Eighth Christenson Affidavit at para 38.

a. the Whitecourt Sales Process was developed with input from the Applicant, Sales Agent and the Monitor, with no party opposing;

b. marketing efforts were broad:

   i. the Sales Agent targeted its buyers list and sent out 1,413 emails which included a list of potential purchasers provided by the Monitor;

   ii. the Sales Agent advertised the opportunity in several publications; and

   iii. the Sales Agent reports that it was the highest level of buyer interest that their group has ever been a part of with approximately 427 website views and 81 Non-Disclosure Agreements being executed to allow prospective buyers to obtain access to the virtual data room;[22]

c. the Whitecourt Sales Process was phased: Phase 1 to seek interest and determine if bidders were qualified, and Phase 2 for those Phase 1 Qualified Bidders to proceed in the process;

d. with respect to the Whitecourt Sales Process, a total of three LOIs were received, and of those offers, two were part of overall portfolio bids;[23]

e. analysis of all Phase 2 bids was conducted by the Sales Agent, in conjunction with the Monitor and Applicants and has been reviewed with the senior secured lender of Whitecourt Village, NBC; and

f. a counterproposal on price was submitted to LSAF, which was accepted.[24]

58. With respect to the Whitecourt Sales Process as a whole:

a. the Sales Agent had extensive experience in the marketing and sale of seniors' housing facilities;

b. the Sales Process was developed to be a process open to, and marketed upon, any interested buyers, and to permit the open market to determine the current market value of the Communities;

c. the Sales Agent, with Monitor oversight, administered the Sales Process in a transparent manner in accordance with its Court-appointed duties;

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[22] Eighth Christenson Affidavit at para 23.
[23] Eighth Christenson Affidavit at para 25(b).
[24] Eighth Christenson Affidavit at para 33.

d. in the circumstances, there was a good faith and transparent Sales Process to solicit offers from any and all parties. Accordingly, the market has spoken and confirmed that the purchase price pursuant to the Whitecourt Transaction is the highest value a buyer is willing to pay for the Whitecourt Village Community at this time; and

e. there is no known opposition to acceptance of the Whitecourt Transaction.

59. The Applicant submits that approving the Whitecourt Transaction is appropriate, fair and reasonable in the circumstances, including after consideration of the *Soundair* factors and all factors under sections 36(3) of the CCAA.

C. Extension of Sales Process Deadline

60. The original milestone in the Sales Processes were amended by Order granted February 25, 2026. The Applicants are now seeking to extend the deadline of the General Sales Process as follows:

a. a new deadline of July 31, 2026 for Court approval; and

b. a new deadline of October 16, 2026 for closing the transaction.

61. The additional time is to allow the Successful Bidder to complete further due diligence and finalize the terms of the Asset Purchase Agreement and on a global basis, to ensure value is maximized for all stakeholders.

62. The Successful Bidder continues to act in a manner consistent with their desire to complete the transaction, including completing tours with out-of-province staff, engaging an accounting firm for tax advice, having legal counsel fully engaged in the process, engaging with an operator to help with a transition plan, being in the process of engaging a human resources consultant to assist in ongoing labour bargaining matters, engaging a real estate development cost consulting firm to conduct a replacement cost study and requested reliance letters for the environmental site assessment reports and the building condition reports which were obtained by the Applicants.[25]

63. The price set out in the Successful Bidder's offer is materially higher than that which was reasonably expected to be obtained by the Applicants when they embarked on the General Sales Process.[26] The requisite deposit has been paid,[27] and the offer is, subject to being finalized, meritorious of acceptance, and of benefit to all stakeholders, especially the Life Lease Claimants.

[25] Eighth Christenson Affidavit at para 48.
[26] Eighth Christenson Affidavit at para 46.
[27] Eighth Christenson Affidavit at para 44.

64. Section 56 of the General Sales Process provides that the Court may amend the milestones of the General Sales Process.

65. In the circumstances, and given the price the Successful Bidder is prepared to pay and the complex nature of the Applicants' organization, the Applicants are of the view that further time to finalize the Asset Purchase Agreement and to seek Court approval of the Asset Purchase Agreement on or before July 31, 2026 is in the interest of all stakeholders, as well as amending the timeline of the closing of the transaction to October 16, 2026 (subject to ALA approval).

66. The extension will permit additional steps to be taken to finalize the terms of the transaction with the Successful Bidder and have all conditions other than ALA approval removed prior to obtaining Court approval.

67. The Monitor is in agreement with the extension of these deadlines.

D. Declaration under section 11.1(3) of CCAA re Labour Proceedings

68. The Applicants are seeking a declaration pursuant to section 11.1(2) of the CCAA respecting the Labour Proceedings in order to maintain the status quo while the General Sales Process concludes. The goal is to obtain the best possible sale price of the nine Communities, and therefor to maximize the Life Lease Claimants' recovery.

69. Section 11.1(2) of the CCAA stipulates that a general stay of proceedings does not stay regulatory proceedings with respect to the Applicants "other than the enforcement of a payment." Notwithstanding subsection (2), subsection (3) gives the Court the power to declare that (2) does not apply. Once made, this declaration allows the general stay to apply to the regulatory proceedings subject of the declaration:

> On application by the company and on notice to the regulatory body and to the persons who are likely to be affected by the order, the court may order that subsection (2) not apply in respect of one or more of the actions, suits or proceedings taken by or before the regulatory body if in the court's opinion
>
> > (a) a viable compromise or arrangement could not be made in respect of the company if that subsection were to apply; and
> >
> > (b) it is not contrary to the public interest that the regulatory body be affected by the order made under section 11.02.

70. Section 11.1(3) provides the Court with authority to declare that section 11.1(2) not apply in respect of regulatory proceedings. It is a provision which fits under the umbrella of broader authority granted to CCAA courts under section 11.

71. The Authority granted in section 11 is "vast" and constrained only by restrictions set out in the CCAA itself.[28] The exception in section 11.1(3) indicates clearly that the section is not intended to conflict with or restrict the power granted to the Court in section 11.

72. In using this power, the Court is tasked with the "difficult role of continuously balancing conflicting and changing interests." The Supreme Court also recognized that the relief provided by commercial courts will often be temporary as a result of the "constantly evolving" restructuring process.[29]

73. Ultimately, the court's powers are designed to create breathing room for the debtor companies.[30] In this case, the Applicants' request is aimed at providing the breathing room to the Sales Process to successfully conclude.

74. The declaration sought is that section 11.1(2) of the CCAA does not apply in respect of:

a. the Common Employer Application;

b. future proceedings to certify additional bargaining units;[31]

c. future proceedings to obtain orders modifying bargaining units, making successor trade union and successor employer declarations, and making common employer declarations;[32] and

d. the collective bargaining process (the ability to of a union to present notices to bargain, which trigger timelines for the union and employer to begin negotiations within 30 days, and exchange opening proposals within 15 days thereafter).[33]

75. The Applicants are not requesting to vary the HSAA Consent Order granted on March 19, 2026.

76. Declarations under section 11.1(3) have been granted in several cases, often when a regulator may take regulatory steps which would imperil the applicants' business operations. For example, in *Re Just Energy Corp*, the Court extended the stay to utility regulators to avoid the risking the termination of certain licenses which would cause the Applicants to "lose revenue streams and threaten their long-term viability."[34]

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[28] ***Canada v Canada North Group Inc***, 2021 SCC 30 at para 21 [***Canada North***] **[TAB 8]**.
[29] ***Canada North*** at para 22 **[TAB 8]**.
[30] ***Canada North*** at para 19 **[TAB 8]**.
[31] Pursuant to Part 2, Division 5 of the *Labour Relations Code* **[TAB 2]**.
[32] Pursuant to Part 2, Division 7 of the *Labour Relations Code* **[TAB 2]**.
[33] Pursuant to Part 2, Division 10 of the *Labour Relations Code* **[TAB 2]**.
[34] ***Re Just Energy Corp***, 2021 ONSC 1793 at paras 73-74 **[TAB 9]**.

77. The Applicants have not located any court decisions considering section 11.1(3) in conjunction with collective bargaining rights. Prior to the enactment of section 11.1, the Court in *Hawkair Aviation Services Ltd* declined to lift the stay to allow a union certification application to proceed.[35]

i. Status as a "Regulatory Body"

78. When not enforcing "payment ordered by the regulatory body or the court,"[36] the ALRB meets the definition of a "regulatory body" in the CCAA. It has "powers, duties and functions" relating to the "enforcement or administration" of the Code, and would be a "regulatory body" of the purposes of the Labour Proceedings.[37]

ii. Material Impact on Value

79. In the earlier stages of the General Sales Process, it was difficult to predict what impact the Labour Proceedings could have on potential bids. That impact is now coming into view. The Successful Bidder of the entire portfolio of Communities (not including Whitecourt Village) has raised that go forward operational costs in light of the labour issues may result in a proposal to modify the purchase price on a downward basis.[38]

80. The Applicants' primary concern is the potential impact of the Labour Proceedings on the value of the Communities. The General Sales Process is intended to maximize the recovery for the creditors, including the approximately 600 Life Lease Claimants. The Life Lease Claimants are generally not expected to recover the full amount of their Deposits. With the sale price offered by the Successful Bidder, that potential recovery will increase (based on prior projections), if it continues with the purchase.

81. Any downward adjustment in price would reduce the recovery of the Life Lease Claimants. A more drastic decision by the Successful Bidder not to proceed at all would be very detrimental.[39]

82. In *Arrangement relatif à Fortress Global Enterprises*, the Court granted a regulatory stay after it became clear that the cancellation of a license to operate a pulp mill "would have a significant impact on the Debtor's perspective of closing a transaction and would considerably diminish the value of Fortress Specialty's assets."[40] Although the Applicants' ultimate ability to close a transaction generally may not be impacted, the

[35] ***Hawkair Aviation Services Ltd***, 2006 BCSC 669 at paras 33-35 **[TAB 10]**.
[36] CCAA, s 11.1(2) **[TAB 1]**.
[37] CCAA, s 11.1(1) **[TAB 1]**.
[38] Eighth Christenson Affidavit at para 52.
[39] Eighth Christenson Affidavit at para 71.
[40] ***Arrangement relatif à Fortress Global Enterprises***, 2023 QCCS 1353 at para 70 [***Fortress Global***] **[TAB 11]**.

offer from the Successful Bidder is being jeopardized by the Common Employer Application.

iii. AUPE's Interests

83. There is an obvious public interest in allowing employees to collectively bargain, as those rights are constitutionally protected.[41] To this point, those rights have been exercised with little infringement (other than some delay occasioned by interim stays). AUPE is a relative latecomer to the proceedings. Its organization efforts started in the middle of an insolvency sales process. Even so, AUPE has been permitted to proceed with four certification applications.

84. AUPE appears to recognize the obvious: collectively bargaining with Arch would be a waste of resources given the impending sale of the Communities.

85. Despite its apparent disinterest in collectively bargaining at this time, AUPE now pushes to include several entities into the eventual collective bargaining process – a process which it is apparently not planning to engage in until after Arch the other Applicants are no longer involved in the ownership and operation of the Communities.

86. The Common Employer Application names several Respondents with no obvious connection to the employees or the operations at the four Communities. Several Respondents do not have direct ownership of Community lands – that ownership existing only through subsidiary or second-tier subsidiary ownership. The relevant Security Corporations are named as Respondents, even though it is unclear what role they are alleged to have in the employment of Arch employees working at the various Communities. The inclusion of Greg as a respondent ignores separate corporate personality entirely, and other than being a director and shareholder of other entities, the basis for his inclusion is unclear.

87. Further, AUPE is pursuing relief which the ALRB has already declined to grant. AUPE's Devonshire Certification Application included requests that the ALRB certify employees of Christenson Communities Ltd. ("**CCL**"). The ALRB has already determined that CCL does not have any employees working at Devonshire. The Common Employer Application revisits this question even though AUPE did not attempt to appeal the ALRB's decision with respect to CCL.

88. In all, the Labour Proceedings appear to be at a point where little of substance is being accomplished on behalf of the employees. AUPE has its certifications with respect to four Communities. Its requests for monetary relief are stayed by the ARIO. The

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[41] See e.g. ***Health Services and Support – Facilities Subsector Bargaining Assn v British Columbia***, 2007 SCC 27 at para 19 **[TAB 12]**.

declarations sought in the Common Employer Application would bring entities into the collective bargaining process that is not going ahead until a new owner is in place.

iv. Public Interest

89. The impact the Labour Proceedings are having is primarily interference with the General Sales Process, with results in negative impacts to the Plans (and ultimately the Life Lease Claimants).

90. In the Applicants' view, the primary concern of the Court and all stakeholders should be maximizing the ultimate sale price of the nine Communities which have Life Leases. The Plans rely on the success of the General Sales Process to provide value to all Life Lease Claimants. This proceeding relies on input from and negotiation with the Life Lease Claimants. In that negotiation, the Applicants can make offers, and the General Sales Process is what the Applicants have to offer. The success of the General Sales Process is tantamount to the success of the restructuring as a whole. The Applicants and all stakeholders have a strong interest in avoiding material adverse impacts on the value of the Communities.

91. In the context of staying regulators which could revoke crucial licenses which allow a debtor company to operate, Justice Osborne observed that courts have been concerned with imposing stays which help "avoid social and economic losses."[42] The amount of the Life Lease Claimants' recovery has both social and economic components. About 300 of the Life Lease Claimants will need to secure housing once the Communities are sold (be that at the Communities under a new lease, or elsewhere). These Life Lease Claimants are vulnerable – vulnerable enough to warrant the appointment of Representative Counsel. The Life lease Claimants are not regular creditors: there are social impacts tied to their recovery.

92. The public interest in maximizing the value to pay creditors is in conflict with the interests of AUPE in pursuing its Common Employer Application. The Supreme Court's comments in *Canada North* indicate that this Court should balance these interests considering the context of the CCAA proceeding and the particular stage it is in, at this time.

93. When staying regulatory proceedings, the Court should consider parameters which will have a "minimal impact" on the public interest.[43] The proposed declaration regarding the Labour Proceedings is constrained both in scope and duration:

    a. the Applicants are only seeking to extend the stay to specific proceedings – not all proceedings. The ALRB would still have its statutory powers to investigate,

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[42] ***BZAM Ltd Plan of Arrangement***, 2024 ONSC 1645 at para 46 **[TAB 13]**.
[43] ***Fortress Global*** at paras 72-73 **[TAB 11]**.

and hear applications which allege breaches of the Code or unfair labour practices[44]; and

b. the stay which would result from the declaration is only currently sought until September 30, 2026 (or as the Stay Period may be further extended by this Court). Thereafter, after the transactions close and the Stay Period expires, the unions could continue to negotiate with the new owners of the Communities.

94. The stay of the Labour Proceedings impacts only a portion of the approximately 600 employees of Arch. The Arch staff are still employed and are being paid. The requested stay does delay their collective rights for a short period of time but does not affect their existing employment. The Applicants submit that this delay is appropriately limited, and ultimately required when balanced against the interests of the Life Lease Claimants – many of whom will not be paid in full.

95. Other considerations are the position of the regulator, the position of the Monitor, and whether any creditors will be prejudiced.[45] At least the latter two considerations weigh in favour of making the declaration with respect to the Labour Proceedings.

E. Sealing Order

96. On an application to temporarily seal a court file, or a portion of it, this Honourable Court has broad discretion and may make a direction on any matter that the circumstances require, and it may grant the Order notwithstanding the provisions of Division 4 of Part 6 of the *Alberta Rules of Court*.[46]

97. Temporary sealing orders should be granted when:

a. an Order is needed to prevent serious risk to an important interest because reasonable alternative measures will not prevent the risk; and

b. the salutary effects of the Order outweigh its deleterious effects, including the effects on the right to free expression, which includes public interest in open and accessible court proceedings.[47]

98. More recently, the Supreme Court of Canada in *Sherman Estate v Donovan*, restated the test upon which an applicant must satisfy in asking a court to exercise discretion in a way that limits the open court presumption. An applicant must demonstrate (a) court openness poses a serious risk to an important public interest, (b) the order sought is

[44] *Labour Relations Code*, ss 13, 16 **[TAB 2]**.
[45] ***Fortress Global*** at paras 74-76 **[TAB 11]**.
[46] *Alberta Rules of Court*, Alta Reg 124-2010, Division 4 of Part 6 [not provided].
[47] ***Sierra Club of Canada v Canada (Minister of Finance)***, 2002 SCC 41 at para 45 **[TAB 14]**.

necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk, and (c) as a matter of proportionality, the benefits of the order outweigh its negative effects.[48]

99. The Applicant seeks the Sealing Order with respect to the Third Confidential Affidavit until December 31, 2026 (or further Order of this Court).

100. The information within the Third Confidential Affidavit is sensitive as it contains detailed pricing and valuation information regarding the Communities and the Sales Processes. Fully disclosing that information on the public record prior to a transaction for the sales of the Communities being completed could adversely affect future marketing and sale of the Communities, if the transactions do not close.

101. Sealing the Third Confidential Affidavit is the least restrictive method available to prevent the dissemination of the confidential information. The purpose of the sealing order, being to protect sensitive valuation information, far outweigh the deleterious effects of restricting the accessibility of Court proceedings. It is also a temporary measure.

102. The Applicant submits that the Sealing Order is appropriate in the circumstances and ought to be granted.

V. CONCLUSION AND RELIEF SOUGHT

103. The Applicants have continued to act in good faith and with due diligence and the requested Orders are appropriate in the circumstances, with a goal towards maximizing value for all stakeholders.

104. The Applicants respectfully submit that the requested relief is fit and appropriate in the circumstances.

ALL OF WHICH IS RESPECTFULLY SUBMITTED
this 15th day of June, 2026.

Darren R. Bieganek, KC,
Zachary Soprovich, Gil Miciak
Counsel for the Applicants

[48] ***Sherman Estate v Donovan***, 2021 SCC 25 at para 38 **[TAB 15]**.

Table of Authorities

Tab

1	*Companies' Creditors Arrangement Act*, RSC 1985, c C-36
2	*Labour Relations Code*, RSA 2000, c L-1
3	*Century Services Inc v Canada (Attorney General)*, 2010 SCC 60
4	*9354-9186 Quebec Inc and 9354-9178 Quebec Inc v Callidus Capital Corporation*, 2020 SCC 10
5	*Royal Bank of Canada v Soundair Corp*, 1991 CanLII 2727, [1991] OJ No 1137 (QL)
6	*Re Veris Gold Corp*, 2015 BCSC 1204
7	*Re AbitibiBowater Inc*, 2009 QCCS 6460
8	*Canada v Canada North Group Inc*, 2021 SCC 30
9	*Re Just Energy Corp*, 2021 ONSC 1793
10	*Hawkair Aviation Services Ltd*, 2006 BCSC 669
11	*Arrangement relatif à Fortress Global Enterprises*, 2023 QCCS 1353
12	*Health Services and Support – Facilities Subsector Bargaining Assn v British Columbia*, 2007 SCC 27
13	*BZAM Ltd Plan of Arrangement*, 2024 ONSC 1645
14	*Sierra Club of Canada v Canada (Minister of Finance)*, 2002 SCC 41
15	*Sherman Estate v Donovan*, 2021 SCC 25

Action No. 2503 20545

This is **Exhibit "** H **"** referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

Action No.: 2503 20545
E-File No.: EVK26CHRISTENSON
Appeal No.: ____________________

IN THE COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., et al

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P R O C E E D I N G S

Edmonton, Alberta
June 25, 2026

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Z. Soprovich (remote appearance)	For For Christenson Equities Ltd., Christenson Communities Ltd., Devonshire Village Ltd., Devonshire Mews Ltd., Devonshire Manor Ltd., Royal Oak Dev. Lacombe Ltd., Citadel Mews Ltd., Bedford Village Ltd., Glastonbury Mews Ltd., Glastonbury Village Ltd., Christenson Village at Westmount Ltd., Timberstone Communities Ltd., Park Avenue at Creekside Ltd., Whitecourt Village Ltd., Christenson Developments Ltd., Westmount Security Corp., Timberstone Mews Security Corp., Southwoods Security Corp., Royal Oak Mortgage, Gage Security Services Inc., Glastonbury Security Corp., Devonshire Security Corp., Park Avenue Security Corp., Bedford Security Corp., Network Consulting Corporation, 585436

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THE COURT: Good afternoon, everybody. Thank you for all attending. Mr. Bieganek, maybe I'll let you just take over on behalf. Thank you.

MR. BIEGANEK: Certainly, Justice Gill. Good afternoon. Bieganek, first initial B, counsel for the applicants, the Christenson Group. With me today in court are my colleagues Zach Soprovich and Gil Miciak.

I will introduce those parties who I believe will be either speaking or taking the opportunity to speak today.

So for the -- for the Monitor, we have Mr. Pawlyk and Mr. Belland from the DLA Piper firm.

Mr. Tim Nessim is here on behalf of the Alberta Labour Relations Board.

Mr. Trainer from the McLennan Ross firm is here as counsel for the National Bank of Canada.

Mr. Segal is here on behalf of law firm, the Department of Justice Canada, on behalf of Canada Revenue Agency.

While not necessarily impacted by today's application except to the extent of the change in timelines on the main milestones, Mr. O'Connor is here for ABC Credit Union.

Ms. Brassard from Brownlee appears today on behalf of the Lac Ste Anne Foundation, the proposed purchaser, at Whitecourt.

Mr. Sawyers from the MLT Aikens firm is appearing today as representative counsel for the life lease claimants.

Mr. Patrick Nugent is here from his firm. He's appearing on behalf of AUPE.

We also have with us today Mr. Craig Neuman from Neuman Thompson who is the labour relations counsel for the Christenson Group.

Ms. Lindsey Miller is here on behalf of -- or from the Field firm on behalf of Assisted Living Alberta.

And Ms. Jenna Weinkauf from the Dentons firm represents a group of life lease claimants that we've named throughout as the -- the Dentons claimants.

We have Mr. McCulloch and Ms. Daniels as well from EY. They're the Monitor.

Those are the parties that I anticipate may be called upon or may have some submissions to make today.

We have a number of observers in the courtroom, as well.

Submissions by Mr. Bieganek (Service of Materials)

MR. BIEGANEK: What I'd propose to do this afternoon, Justice Gill, is proceed first of all with the sale approval and vesting order for the Whitecourt property, speak then to the extension of the milestones on the main sales process to just move out the timing on the approval for the successful bid in that instance. Then deal with the sealing order as it only really impacts the -- the first two applications, and then finally deal with the extension of the stay in relation to the lay or relations matters.

In terms of service for today's application, as the Court's aware, there's a service list that's been kept pursuant to the surface protocol under an order dated November 17th, 2025, which you granted. All parties on that list were served with notice through the Titan file system on the evening of June 15th. They were served with the unfiled materials then, the filed materials the following day. The materials that were served upon them at that time consisted of the application document, the eighth affidavit of Mr. Christenson, the three -- the proposed forms of order that we were seeking to obtain today, and our brief.

As I indicated at the outset, we're also seeking a sealing order with respect to the third confidential affidavit of Mr. Christenson. The notice to media was submitted to the Court on June 16th, and confirmation was received at this time.

In addition, pursuant to the service protocol, a notice was posted in each of the nine communities where -- where there are life lease claimants. They were advised of the date and time of the application, and representative counsel, and of course the Dentons firm, also have notice and have their own notice protocol set up to -- to deal with that. The Labour Relations Board was served as required under Section 11.1(3) of the *Companies' Creditors Arrangement Act*. We've also made sure that the prospective purchaser of Whitecourt has been served, and we do note that there's a caveat on the Whitecourt property with respect to a development agreement that was filed by the Town of Whitecourt. We have served the Town of Whitecourt with email and Express Post which was delivered on June 17th. We've not received any word from them. I can also advise the Court that there's a caveat that remains on title to the Whitecourt lands that was filed by ATB Financial. That was supposed to come off when ATB was paid out in the fall of last year. We have provided -- this is not in the Affidavit of Service. Everything else is, but the ATB piece is not. We have provided the materials to legal counsel for ATB. They've acknowledged receipt of them and have confirmed that they've already submitted a caveat for a discharge of the caveat to the Land Titles office, and we just pulled the title before court and can confirm that the -- that discharge is in the queue. So with that, in my submission, service of the materials for today's application, at least from the Christenson Group's perspective, is in order.

THE COURT: Okay. Any issue on service from anybody?

Okay. If not, then I think you'll move on. Thank you.

Submissions by Mr. Bieganek (Whitecourt Sale Approval and Vesting Order)

MR. BIEGANEK: Okay. Thank -- thank you very much. I'll proceed then first to deal with the Whitecourt sale approval and vesting order.

This Court in particular has been involved in a few applications, including the application to approve the plans for arrangement. So I won't go through a great deal of the background, just what is necessary in order for the Court to consider the applications that are before you today.

As the Court is aware, right from the outset of our filing back in the fall, the intention was to dispose of the assets that were within the -- the real estate assets that were within the control of the Christenson Group. The general sales process was approved on November 17th, and the Whitecourt specific sales process was approved on December 2nd. The sales agent in respect of both is N.R.E. Newmark Real Estate Canada, and specifically their seniors housing group who know the market, the players and have a significant amount of experience in the field. Marketing proceeded, and while there were separate sales processes, there was some degree of overlap and, indeed, they wound up ending in tandem in terms of the same milestone dates which were extended by earlier orders of the court.

The sales agent then embarked on what I would call a vigorous marketing campaign. They sent out 1,413 emails to their buyers list which included a list of potential purchasers that they had received from the Monitor. They've made advertisements in several industry publications and have reported to us that this is the highest level of buyer interest that their group has ever seen or been a part of. There were 427 web site visits, and a total of 81 nondisclosure agreements that were signed for access to the Virtual Data Room.

As the materials outline, both processes were what we call two steps. Phase 1, which ended on March 19th, was for potential buyers to provide letters of intent expressing their interest to make the acquisitions. Those potential LOIs would then, the holders of them would have to be vetted to determine whether or not their bids and, in fact, the purchasers would be qualified to move into Phase 2. There was a review with the sales agent, the Monitor, the company and applicable seniors secured lenders as needed, and then the parties were qualified for Phase 2.

On the Phase 1 results, there were sixteen LOIs received for the entire -- on the general process. Five of them were for the entire portfolio. The balance were segmented, or for individual pieces. For Whitecourt, there were three LOIs received and two were part of the larger portfolio bids. For Phase 2, eight parties were qualified to proceed, and that process ended on April 2nd.

With respect to Whitecourt specifically, two offers were received in Phase 2. A following assessment of those offers, in consultation with the seniors secured lender on Whitecourt, the National Bank of Canada, represented by Mr. Trainer today, the Lac Ste Anne Foundation was selected as the successful bidder at the request of the bank and in consultation with them, and certainly the agreement of the company. A counteroffer on price was made that -- which raised the price. That was agreed to by the Lac Ste Anne Foundation, and the amended offer with the revised price is included in the confidential third affidavit. Overall, though, the price is not sufficient to cover the bank debt. So the two creditors that are registered against Whitecourt Village Lands, subsequent to the bank, Crawford Construction for their builders lien and CRA, will be out of the money, but I can advise that the bank is supportive of the application today.

I can advise the Court that we have an unsigned APA, the terms of which have been agreed to. We did affix to the confidential affidavit the form that was submitted to Lac Ste Anne Foundation. There have been a few slight what I would call immaterial modifications that were made to that agreement at the suggestion of National Bank. We've provided those proposed changes to counsel for Lac Ste Anne Foundation, and last evening they confirmed that the changes were satisfactory to them. So we have a form of APA that we can agree to, and proceeding in that fashion is consistent with what we're asking the Court to approve and allow the company to do.

Getting -- and turning to the law.

As the Court is well aware, the jurisdiction that the Court has to approve the sale is set out in Section 36 of the *Companies' Creditors Arrangement Act*, and generally the *Soundair* principles that are outlined in the *Royal Bank v. Soundair* case out of Ontario. Under the legislation specifically, we have to establish to the Court's satisfaction whether the process leading to the sale or disposition was reasonable, whether the Monitor approved the process leading to the proposed sale or disposition, whether the Monitor filed a report stating their opinion sale or disposition would be more beneficial to the creditors than a sale or disposition under bankruptcy, the extent to which the creditors were consulted, the effects on the creditors and whether taking into account all factors, the consideration could be received as fair and reasonable. The -- those are the statutory requirements which generally mirror the *Soundair* principles. It's effectively a codification of *Soundair*. Overall, the Court's consideration has to be whether or not the sale is appropriate and fair or reasonable.

In this particular instance, we say this in terms of why the Court should approve this offer. First, Lac Ste Anne Foundation is the highest bidder. It's a not for profit organization which provides seniors housing and support for low income seniors and individuals who need an accordable place to live. They -- they followed the process and submitted their bid and submitted their deposit. The APA that we are utilizing is based on the template that was the provided to all potential bidders.

The bank obviously supports the transaction. The property itself was widely marketed to a targeted list of buyers. As I've indicated, over 1,413 emails were sent. There were a lot -- there was a lot of interest in the overall portfolio. Perhaps -- well, I won't say unfortunately, but the Whitecourt property generated what it did in terms of exposure to the marketplace and when all factors were considered, the Lac Ste Anne Foundation's offer was considered to be -- was, indeed, the highest and the best with the least amount of any conditions, and I can advise the Court that the conditions that were on their bid have been removed. So other than court approval, and subsequent to court approval, the approval of Alberta Assisted Living and the Ministry, there are no impediments to proceeding from the Lac Ste Anne Foundation's perspective and, in our submission, the -- the transaction ought to be the approved and the application allowed.

THE COURT: Thank you for that. Maybe I'll hear from the -- counsel for the Monitor.

Submissions by Mr. Pawlyk (Whitecourt Sale Approval and Vesting Order)

MR. PAWLYK: Thank you, Justice Gill. Jarritt Pawlyk, DLA Piper, for EY as monitor in this matter. As you've read in the report, the Monitor has been involved in this process from the beginning, as well as in the back and forth throughout the process, ending up in the offer that you have before you. It is supportive of this offer. Its analysis is that this is the most beneficial option for the creditors, and this process generally. So no further comment on that, Sir.

THE COURT: Okay. Thank you. I see Mr. Segal is here from Justice Canada, and is there anybody else that may want to speak to this application?

MR. SEGAL: We have no comments from Justice Canada on this. Thank you.

THE COURT: Thank you. Anybody else want to speak on this application? Go ahead.

Submissions by Mr. Trainer (Whitecourt Sale Approval and Vesting Order)

MR. TRAINER: Good afternoon, Justice. Ryan Trainer, counsel for National Bank of Canada. I'll just confirm that National Bank does support the transaction. We had the opportunity to see the most recent APA for which we are supportive, and we appreciate the assistance of counsel here to accommodate the bank's requests as we navigated the sales process.

Decision (Whitecourt Sale Approval and Vesting Order)

THE COURT: Thank you for that. Okay. I'll just leave the floor open here. Anybody else want to speak to this application in relation to the Whitecourt property?

Okay. Thank you. Well, I've had an opportunity, of course, to review the material that's been filed that's been referred to by Mr. Bieganek, and consider the steps taken to get us to this point, and I take into account also the Monitor's report and the other -- the other material, and I am satisfied that the application should be approved. It meets the criteria set out in the legislation and is, as best we can say, appropriate, fair and reasonable based on the actions that have been taken and the process, the very thorough process that was followed. So I am going to grant the order requested.

And I think I have reviewed the most recent order which had a minor addition this afternoon, I think, to refer to regulatory approval. So I can sign that --

MR. BIEGANEK: Yes.

THE COURT: -- later, Mr. Bieganek.

MR. BIEGANEK: That -- that would be great, Sir. And just for the record, I will confirm the -- the rationale for the changes after receiving comment from Ms. Miller, was that the Assisted Living Alberta can approve the assignment of the agreements, but it's the Ministry that does the licensing. So the adjustment to the order and the Monitor's certificate were -- were made to re -- to address that. We did also add another encumbrance to the permitted encumbrance list which is an access caveat that was filed by the Town of Whitecourt. That caveat stays, but their development agreement caveat goes, as do the rest of what I would call the financial encumbrances. Other than that, there -- other than those changes in the red line that were provided to the Court, there were no other adjustments to that order.

THE COURT: Okay. Thank you. Well, I've reviewed the draft order and the order is approved and will be signed later. Thank you.

Submissions by Mr. Bieganek (Approval Extension)

MR. BIEGANEK: Thank you -- thank you, Sir.

Turning then to the extension of the time for approval of the transaction in relation to what I will call the -- the main sales process. I've given you the general background to the sales process. With respect to the Phase 2 for the bulk of the portfolio, there were three portfolio bids received and three individual or segmented bids received. Prior to the bid deadline, in consultation with the Monitor and the company, we agreed to reduce the deposits on full portfolio offers to two and a half percent from five percent given the anticipated size of the offers that were coming in. The second two and a half percent will be payable on approval by the Court, and the bid -- that was shared with all of the parties who were expressing a desire to bid on those portfolios.

We did receive two properly completed portfolio bids on template either offer forms or APS, and two deposits from those bidders in the requested amounts. There was one portfolio bidder who simply asked the company to consider their original LOI and who provided no deposit. Each of the segmented offers included deposits, and I can -- those included the parties who held rights of first refusal on each of Devonshire and Southwoods. It was a requirement of their ability to exercise their rights that they participate in the bid process. So they did, and they did provide the deposits.

After consultation with the Monitor and information provide do the affected seniors secured lenders, and some consultation with representative counsel, the successful bidder was identified. They are not -- we're not in a position to publically disclose who that is at this time given the nature of their business, but you can see from the confidential summary that's provided in the confidential affidavit that the bid is quite substantial. They're an experienced investor in seniors housing and the number that they are proposing to pay in cash is materially greater than what the company had anticipated, and the sales agent had anticipated, going into this process.

As I indicated in my submissions a few moments ago, there were two holders of rights of first refusal after the successful bidder was identified. Those parties received their notices as required under the order approving the sales process back in November. Both parties declined to exercise their right of first refusal. After the successful bidder was selected, we did, with the approval of the Monitor, return the deposits to the remaining bidders, but I can advise that we do still hold the deposit for the party that we've identified as the successful bidder.

Now, in terms of where that transaction is at, as outlined in Mr. Christenson's eighth affidavit, they are conducting themselves and continue to conduct themselves as a serious buyer who's looking toward closing a transaction. Part of their process includes, and I say this is not necessarily on the record, but some representation and warranty insurance which is not unusual, but departs a little bit from what we would normally see in an as-is sale, but given the nature and extent of the price that we're looking at and the complexity of the transaction that we're dealing with, we continue to work with them on due diligence in order to satisfy their requirements to conclude their transaction, and are working diligently with them to do that, but the parties have recognized that we wouldn't be in a position today to have an APA finalized for court approval and are seeking to extend the milestones in the CISP (phonetic) to -- from the end of June to the end of July for court approval, we have already booked July 31 for that purpose, and a new deadline of October 16th, 2026, for closing of the transaction. So basically pressing everything out about 30 days keeping in mind that with respect to both the Whitecourt transaction and this transaction, if it is finalized, and we have no reason to believe it won't, and gets approved, we will still need ALA administrative approval to close the deal. So there will be a bit of a lag between -- it won't -- we won't be instantaneously closing the day following court or approval, let's put it that way. So there'll be some time. But we'll need -- we want to be in a position to have everything done, with the exception of court approval and government regulatory, approval by July 31, and that's why we suggest that we need additional time.

The Monitor is supportive of the process. I've received no indication of objection from any of the seniors secured lenders. That company continues to manage its cash flow responsibly under the monitorship of EY. They are -- there doesn't appear to be any prejudice in proceeding.

One of the items of concern that the successful bidder has raised is the potential cost impacts on a go-forward basis of the ongoing labour relations issues which I'll address more -- in a more fulsome way when I get to that aspect of the application, but there is a prospect for a material price reduction as a result of potential increased costs. That said, the company still believes -- the companies still believe that the value that's here is greater than that which would otherwise be available and would like the opportunity to continue to work with the successful bidder in an effort to bring this matter to court for approval. So we're asking for that extension and, in our submission, it's reasonable in the circumstances, and certainly within the Court's ability to grant.

Unless the Court has any questions of me, those are -- those are my submissions in respect of that technical piece of this application today.

THE COURT: Thank you, Mr. Bieganek. I don't have any questions. Does anybody else want to make any comments before I -- go ahead, Mr. Trainer.

Submissions by Mr. Pawlyk (Approval Extension)

MR. PAWLYK: Sir, it's --

THE COURT: Or, sorry, Mr. Pawlyk.

MR. PAWLYK: -- Jerritt Pawlyk here for the Monitor.

THE COURT: Sorry.

MR. PAWLYK: For the Monitor. I don't have much to add from the report that you've reviewed only to say that, again, with this process, the Monitor has been involved and continues to be involved in these decisions, and I can simply confirm that this is a complicated transaction. It's a large transaction, and this time is needed in order to get it over the line and, therefore, the Monitor supports the time extension.

Decision (Approval Extension)

THE COURT: Thank you. And nobody else is -- has anything to say?

I am satisfied that the application should be approved based on a review of the materials. It is a complicated matter with many moving parts, so the request for an extension makes sense, or moving the milestone application makes sense. So I am going to grant that application.

Again, in terms of a Form of Order, I have reviewed the order that is uploaded and so I will let you, Mr. Bieganek, comment if there's anything else I need to know about it.

MR. BIEGANEK: No, there's nothing else that needs to be done in respect of that, although there is one order that deals also with the next aspect of the relief. So if -- depending on the outcome of that application, we may need to break that into two, but we'll cross that bridge when we get there. So other than that, there's no changes to that aspect of -- of the order, Justice Gill.

THE COURT: Okay. Thank you. So did you want to address the sealing order or move on to the --

Submissions by Mr. Bieganek (Sealing Order)

MR. BIEGANEK: Why don't I -- why don't address the sealing order, and then we can park -- we'll -- we'll be concluded on the sales aspects of --

THE COURT: Right.

MR. BIEGANEK: -- this application for today.

As I indicated at the outset, we're seeking a temporary sealing order of -- in respect of the third confidential affidavit that has been sworn in these proceedings.

The test is well set out in *Sherman v. Donovan.* The Court has to be satisfied that we've demonstrated that the order sought is necessary to prevent a serious risk to the identified interest because reasonably alternative measures will not prevent the risk from arising. And as a matter of proportionality, of course, the Court looks at how long are we dealing with the sealing of this order?

So in this particular instance, and as we do very often, indeed almost always in these cases where we have a sales process underway, in order to protect the integrity of the process, which is considered paramount, we ask the Court to seal information pertaining to the bids and to the bid results in order to protect the process in the event that any approved transaction falls through and the assets must be put back on the market.

So what we're asking for today is to seal the third confidential affidavit which does include the Whitecourt documentation and a confidential bid summary in respect of the entire sales process, and it would be in -- it's in the interests of all stakeholders that that information remain confidential, but, of course, we needed to provide it to the Court so the Court had that information available to it. I can advise the Court that to the extent any interested party has asked for that information, we have, under nondisclosure undertakings, been able to provide that to them, and all parties have diligently honoured those undertakings throughout the proceedings.

So what we're asking for is that a sealing order under what we have been using as standard terms in this case, with temporal limitation to the end of December, subject to any further order of the Court, of course.

Decision (Sealing Order)

THE COURT: Okay. Thank you. I have reviewed the Form of

Order and based on the circumstances, you clearly meet the legal test, and the facts support an order being issued, so I am going to approve the sealing order.

Submissions by Mr. Bieganek (Regulatory Stay of Labour Proceedings)

MR. BIEGANEK: Thank you very much, Justice Gill.

Okay. That brings us to the labour proceedings.

Here I'll -- I'll get into a little more background so the Court has a better flavour for it, because I don't believe you have had an opportunity to deal with any of these issues before. Justice Burns and -- and Justice Simard have had these matters before them.

As is outlined in the material, with the exception of what I'll call the head office employees who work for Christenson Communities, all of the employees at the communities are employed by a company called Arch Services Ltd. It's an affiliate in the sense that ultimately it's controlled by Mr. Christenson, but they're not an applicant under the CCAA proceedings. The employees are supplied to each community by Arch through labour supply agreements.

Prior to the initial order, there was only one community that had unionized staff. That was at the Royal Oak community in Lacombe. They were staffed by members of the Health Sciences Association of Alberta.

After the initial order, and during the sales process, the AUPE has taken steps to organize and become certified bargaining agent for certain units of employees at four of the communities, Devonshire, Westmount, Glastonbury and Timberstone in Red Deer. The remainders are in Edmonton. To our knowledge, and outlined in Mr. Christenson's affidavit, AUPE had not attempted to organize prior to the proceedings being commenced.

Now, there have been a few proceedings since the CCAA matters started. In -- at the end of the November, AUPE submitted applications to the ALRB to certify a bargaining agent for Archer Devonshire, and that also included employees of Christenson Communities Ltd. at Devonshire. On December 12th, the board dismissed the Devonshire certification application with respect to Christenson Communities, but allowed the certification to proceed on Arch. On January 14th -- well, I can say we also agreed at that time to allow a vote to proceed, but the vote would be sealed pending direction from the Court.

So on January 14th, we obtained an order which imposed a stay of proceedings over Arch. That was granted by Justice Burns. That included the remaining portion of the

Devonshire certification application with respect to those employees. That matter was scheduled to be reheard before Justice Simard at the end of February, but was only extended for a few days and then on March 3rd, after time to consider that, the Court approved a consent order which set aside Justice Burns' stay without prejudice to the applicant's ability to reapply which is what we're doing now.

The primary purpose, from our perspective at that time, was we were only dealing with Arch at Devonshire as a bargaining unit.

Now, since that time the AUPE has taken steps to certify bargaining units at Westmount, Glastonbury and Timberstone, and thereafter, on April 15th, about 12 days before Phase 2 closed, they filed an application with the ALRB for a Common Employer Declaration pursuant to Section 487(1) of the Labour Relations Code. That application names Christenson Developments Ltd. and 13 additional applicant companies, Arch, and Mr. Christenson in his personal capacity, along with The Village at Westmount partnership. I can advise the Court that the ARIO is -- is clear that the -- the stay of proceedings also extends to Mr. Christenson and The Village at Westmount partnership.

Now, what do we seek today? What we're seeking today is a declaration under Section 11.1(2) of the CCAA respecting labour proceedings. The primary purpose is to maintain the status quo while the general sales process concludes as our goal remains, one, to obtain the best possible sale price for the communities, to maximize life lease claimant recovery, and you're going to hear me beat that drum a little bit today.

We have what I'll call 600 vulnerable claimants, life lease claimants. The 300 who have been in the queue, and that's -- in many instances its estates, but it's not always. They've been moved to long term care, a care facility that is not within the bailiwick of the Christenson Group, and many of them have be waiting for their money for a long time, in some cases a year or more. Well, by now certainly more than a year.

Now, we have taken the position that the ALRB is a regulatory body, so Section 11.1 is engaged. We're not going to make argument to say otherwise today. Under Section 11.1 (2) of the CCAA, the legislation says that the general stay of proceedings does not say regulatory proceedings with respect to the applicants other than the enforcement of a payment. Now, notwithstanding Section 2 -- subsection 2, pardon me, subsection 3 of the legislation gives the Court the power to declare that subsection 2 does not apply and that allows the Court to make that order where the Court is of the opinion that, A, a viable compromise or arrangement could not be made in respect of the company if that subsection were to apply and, B, it's not contrary to the public interest that the regulatory body be affected. This is consistent with the broad I will call it balancing act that the Court undertakes when exercising its general jurisdiction under Section 11 of the CCAA, and that broad authority is well recognized and, indeed, the Supreme Court of Canada has called it vast which is constrained only by the restrictions set out in the Act. So we do need to look at whether we fall within 11.1(3). It's a difficult rule and there's conflicting and changing interests, but ultimately what we're trying to do here is create additional breathing room for the applicants, and the request of the applicants is aimed at providing the breathing room to the sales process to allow it to successfully conclude.

We're not asking -- we're not asking to restrict the bargaining rights. So we're -- we're not asking for relief as it relates specifically and directly to Arch. The AUPE has sent Notices to Bargain, but has since given verbal indication that they want to withdraw those Notices to Bargain. That said, what we need to do is give this process an opportunity to -- to become final, and here's our concern. In the earlier stages of this process when were first before the Court back in January and February, before we had BIS, it was difficult to predict what impact labour proceedings would have on the result and at that time, and in respect of the brief that Mr. Nugent is relying on from the February appearance, all that we were dealing with was extending the stay of proceedings to Arch to stay the certification process in respect of the bargaining. We're not doing that now. What we are addressing is an application that's been brought by the AUPE after certification, after their bargaining rights have been engaged, to stay a further proceeding before the ALRB that attempts to now bring in several of the applicants on almost an I'll call it kitchen sink approach to have them declared common employers, and that step has given the successful bidder some pause with respect to its pricing, and they have given us an indication, through the sales agent, that they are, indeed, going to be proposing a price adjustment. Do I know what the magnitude of that is at this juncture? No. But as the Court knows, we are -- and I'm not telling a tale out of school -- we're dealing with a multiple nine figure deal, and the prospect of a cost reduction to take into account increased wage costs or other ancillary issues going forward can have a material impact on value and may well materially impact the amount of money that the life lease claimants receive. A more drastic decision by the successful bidder to not proceed would, of course, be very detrimental.

Now, there is case law dealing with this that we've outlined in our brief, but I want to start by saying, and I know you may have had a chance to read Mr. Nugent's brief already, but the test under the statute that we're considering here is whether a viable compromise or arrangement could not be made in respect of the company if the subsection were to apply. Well, have a compromise that's made. What we're concerned with here is carrying it out. But notwithstanding the submissions that I anticipate Mr. Nugent will ably make, we don't need the impact to rise to the level of the an existential threat to the business in order for the Court to exercise its discretion to pause the regulatory proceedings.

We have cases certainly where the pulling of Canada's licenses, or the pulling of other regulatory licenses, may well result in the catastrophic failure of the business and an inability to continue. That's not our situation. Our situation is different, but our situation is one where we are at a critical, critical juncture in the process after months of work to negotiate plans of arrangement with the life lease claimants, to put those plans to a vote, to get overwhelming approval of those plans, and now to bring this now to the transaction stage, and have to circumstances arise which may materially impact the results of that process, could be detrimental to it.

And I want to say this in terms of AUPE's interest. We know there's an obvious public interest in allowing employees to collectively bargain. Those rights are Constitutionally protected. We don't dispute that, but to this point those rights have been exercised with very little infringement other than some delay occasioned by interim stays in respect of the certification of Devonshire, but AUPE is a late comer to the process. Its organizational efforts started in the middle of an insolvency process. They've relied in their Common Employer application on material that came from the Monitor's web site, all of which is uploaded and clearly indicates that, number one, the process is driven largely to make good in respect of a vulnerable class of creditors, that's 600 life lease claimants, and it also makes clear that the companies were going through a sales process with the intention of divesting themselves of their senior's housing business. So they must be taken to have had their eyes wide open with respect to this situation when they started their certification process.

So, in effect, what we're asking this Court to do is to balance the interests of the creditor -- of all of the stakeholders, frankly, that include the employees, but the interests in particular of the life lease claimants, many of whom have been waiting for payment for some time, a number of whom, over 300, who have agreed to take money in exchange for an ability to stay and rent, pay rent again in the facility, but there was a lot of work that went into getting them to that stage, and that's an act that's -- that's on one side. On the other side, we have the interests of the workers, the workers who continue to be employed, who continue to get paid, who haven't been denied their collective bargaining rights, but all we're asking the Court to do, consistent with we say the jurisdiction that the Court has under the CCAA to put a pause on the ALRB process until the sale is concluded.

And as a matter of practicality, let's look at the inconvenience.

So all of the stakeholders in any CCAA are inconvenienced to some degree. For creditors, there's nonpayment. For some, there's an inability to collect money. For all, there's an inability to terminate contracts unless you have a specified type of contract. For the company, you need to get court approval for pretty much any major step that you wish to take, and that's all because the process is overseen by the Court who has a delicate, and difficult at times, balancing act to undertake.

Here what we're looking at is this, the inconvenience of a stay for a period of time to allow the sale process to proceed. That would put on hold all labour relations activities of AUPE, including -- including the Common Employer application, but if stayed, that can be reinstated after the stay is lifted or ends, and Section 47 of the *Labour Relations Code* outlines, and it was in our brief, but I sent it specifically to the Court earlier this afternoon, that section clearly indicates in subsection 2 that any employer, Common Employer declaration that might be made basically relates back to the date of the filing of the application. So if a sale does proceed, sure, there may be some inconvenience to the -- to the union because they have to, A, go through that step, and then maybe have to go through another step to get successor employer declarations when it's a matter of inconvenience. It's not a matter that is potentially -- has potentially devastating results to their collective bargaining rights and, in my respectful submission, it is fair and reasonable that the Court exercise its discretion to say that 11.1(2) does not apply and that the proceedings before the ALRB are stayed. We're asking that the stay run commensurate with the stay of proceedings that is presently in place. Right now that runs to the end of September. If we anticipate a closing of October 16th, that stay will obviously need to be extended, but we've left it open for the Court to make any adjustments, as the Court can do at any time in a CCAA process to any of the orders that are granted, none are -- nothing's written in stone, and that would give the company what it needs to move forward and try and close these, maintain as much of the level of value as they can, proceed to close, do its distributions and then at that juncture we can address the continuing existence of the stay, but, in our respectful submission, that's what should happen in this case. Each case has to be governed and determined on its own merits, and we think the case is made out in the particular instance for the relief that's requested.

Unless the Court has any questions of me, those are my submissions.

THE COURT: No questions at this point. Thank you.

So I know we may have a few people who wish to speak on this. Is it logical Mr. Nugent first, or --

MR. NUGENT: I'd suggest, Sir, if -- if the Monitor has any further submissions, maybe they would go, and then I could address everything in -- in -- when I go on my end.

THE COURT: Thank you. Good suggestion. Yes, go ahead. Thank you.

Submissions by Mr. Pawlyk (Regulatory Stay of Labour Proceedings)

MR. PAWLYK: Thank you, Sir.

The Monitor does support the application once again and submits that this Court should excise its discretion to invoke the exception and impose a regulatory stay.

Now, I will simply focus on one aspect that I think -- I think I've -- I think I -- when I read the materials, and listening to the submissions that were made previously, what I would -- what I gleaned was that Mr. Nugent, and I may be presumptuous in predicting what he's going to say again today, but I think it's probably similar to what he said last time, is that the Section 11.1(3) contains a very narrow exception and that it would have to be an almost certainty that a compromise or arrangement could not take place before you could exercise your discretion. However, I would like to introduce to the Court what I would suggest is a much more wider discretion based on the actual wording in Section -- subsection A, and I think this is con -- I think -- I think this is taking into account the purpose of the *Act,* and also the wider discretion in subsection A that this Court enjoys in CCAA proceedings which the Supreme Court of Canada, and Mr. Bieganek has quoted this -- this afternoon, has deemed vast, and our -- the words that I would point you to, Sir, in subsection A are viable and could. So the -- the words are -- first of all, it's discretion, because it -- discretion, because it says in the Court's opinion, and then it says in subsection A, a viable compromise or arrangement could not be made in respect of the company.

Now, we're talking about a sale here. So strictly we're not dealing with a -- a situation where this is going to take a vote sideways or something like that under -- under a vote on a plan of arrangement. However, the entire scheme that we have here is premised on votes that have taken place that involve compromises that have been widely approved by the life lessors in relation to this sale. The sale was based on numbers. The -- the plans were based on numbers that were predicted and given to the life lessors. We now know, and it is in the evidence, that the company is considering and will be putting forward a price adjustment. We do not know what that is going to be and, in fact, it could affect the viability of this proceeding, of a compromise or arrangement. The word is not a compromise or arrangement would not be made or is impossible to have been made. It is a viable compromise could not be made.

In my submission, Sir, that gives you the -- the discretion that it does not have to be, as Mr. Bieganek submitted, an existential threat, but the possibility that a viable compromise which has embedded within it some wiggle room, I would say, that could not be -- could not be achieved potentially in these proceedings.

It's -- it's the unknown, Sir, as the Monitor has pointed out in their -- in their brief, in their -- in our report, that is concerning to the Monitor. The normal course of action in these proceedings is to keep the status quo throughout so that at every stage the stakeholders know that an outside force or influence cannot come in and pull the plug. In my -- in my view, Sir, and the Monitor's view, this late application by the AUPE is exactly that, and it is a change in circumstance at an extremely crucial time where we already have an offer on what the purchaser considered to be the state of affairs of the assets that they're purchasing and now the AUPE, through their application, is introducing major uncertainty at exactly the time at which we cannot have that. And so I think, taking that all together, you can apply the section and come up with the opinion that a viable compromise arrangement could not be made if this action were to continue. And I'm going to leave my submissions, Sir, on that point.

THE COURT: Thank you, Mr. Pawlyk.

Okay. Then we'll -- we'll go back to Mr. Nugent then.

Submissions by Mr. Nugent (Regulatory Stay of Labour Proceedings)

MR. NUGENT: Thank you, Sir. And -- and, Sir, I'm assuming that you have the letter submissions that I provided to the Court back in February that I asked the -- the clerk to provide you --

THE COURT: Yes.

MR. NUGENT: -- as well. And so those are -- were obviously provided in the context of a -- a slightly different application, but I -- I do rely on the law that's contained in there around the -- the exception in Section 11.1(3), and I'll elaborate a little bit on that in a moment. And -- and let me say at the outset that AUPE has no desire to affect any return in the sale of Christenson's businesses or to affect whatever the, as has been described, vulnerable life leaseholders may receive at the end of this process, but A -- AUPE does have an interest in advocating for its -- its rights, its member's rights, and all we are asking the Court to do, Sir, in this proceeding is simply give effect to the plain wording of the law as it's written, and I'll say a little bit more about that.

And I want to start just describing for the Court a little bit about what the Common Employer application, and -- and Mr. Bieganek referred to Section 47 of the Code, what -- what AUPE's application is about. And -- and as the Court knows, and as Mr. Bieganek mentioned, AUPE certified a number of Christenson facilities, with Arch Services as the named employer, but as Christenson states itself, Arch is simply the technical employing entity. The other Christenson entities, through their full integration, which is their words, together operate the facilities. Now, AUPE has no idea what the sale arrangement for the Christenson assets or companies would be, but if Arch itself is not sold, then there is a possibility that AUPE's bargaining rights will not transfer with the sale transaction to the new purchaser. And so on the basis of Christenson's own statements about its complete integration, AUPE is asking the Labour Board to find that for labour relation purposes, all the Christenson entities are considered to be the employer, and this is simply to preserve AUPE's bargaining rights through the sale transaction.

So that's what the Common Employer application's about. The Labour Relations Board deals with these, I wouldn't say all the time, but they are a regular feature of the Board's caseload and are meant to protect bargaining rights through even valid corporate arrangements or corporate changes that -- that may otherwise have the effect of defeating those bargaining rights.

And I'll also say as a -- a preliminary observation before I get a little bit into the law around Section 11.1(3), that the union's common employer application has already been made and so to whatever extent the existence of that application and its possible next steps, or implications create uncertainty or doubt in a prospective purchaser, it's already there. Staying the proceedings actually adds to the uncertainty. Will the Labour Board grant the Common Employer declaration? That won't be known until the Board is able to continue processing the application, and that would simply be delayed by -- potentially delayed by the granting of an extension under Section 11.1(3). And a second sort of practical observation is that if the union's Common Lawyer application is successful, that does not automatically mean that the purchaser will be found to be a successor employer for labour relations purposes. That will have to be determined in a separate application. So we have this Common Employer application that's seeking to have the various Christenson entities bound to AUPE's bargaining rights, and if that succeeds and there is a sale of those Christenson assets or entities, then there'd have to be a subsequent application to the Board to say the purchaser is now bound to AUPE's bargaining rights.

And so there are -- there's a trail of speculation, in a sense, and -- and what I -- you know, what I heard Mr. Bieganek say, in particular, is that, you know, the stay shouldn't be a big deal. Like, AUPE's rights won't be compromised. Whatever's going to happen, from AUPE's perspective, is going to happen. It's just going to be delayed. And -- and so to that -- and -- and that may be exactly accurate in terms of what this stay might do, but why on earth would that -- the granting or not granting of that stay somehow affect the value of this transaction? It makes zero sense to me. As I've said, the AUPE's Common Employer application's already there. All the stay is seeking to do is delay the Labour Board proceeding, and why would that delay lead a prospective purchaser to say they might -- and I want to be clear that they only have said that they may adjust their offer. And when I say they, I mean through the hearsay evidence of Mr. Christenson or -- or through the Monitor's report about what the sales agent told them, it's all incredibly speculative and it simply does not make sense that there's a straight line between a stay and somehow alleviating this concern. But to the extent there's a certain, it already exists, as I say, because AUPE's application has been filed.

And so getting a little bit into the -- the law, the applicants here, and -- and the Monitor, suggests that this is all a balancing, and now while we don't disagree that this Court has broad discretion in general in relation to the application of stays under Section 11, the -- the next line from the parties is critical which is subject to the specific restrictions in the Act, right? So the -- the legislature has said regulatory proceedings, by and large, are going to be unaffected by stays in the course of CCAA proceedings. And then there's an exception to that general rule which is contained in 11.1(3).

And despite what I would call Mr. Pawlyk's creative interpretation of the language of 11.1(3)(a), in this context could not could can only mean impossible. That is a valid compromise or arrangement could not be made. It's the negation of could in the sense of possible by not which means impossible. So a viable compromise or arrangement is not possible. That's the literal way to read 11.1 (3)(a). It's not that could confers some discretion to determine might, might not be made. It's literally impossible. And the assertions that have been brought forward in -- in this matter fall far short of establishing the requisite impossibility, I would say, that would allow this Court to extend the exception to the Board's regulatory proceedings here.

Despite what the -- the certainty, I suppose, with which Mr. Bieganek and Mr. Pawlyk expressed what is going to happen from the purchaser in terms of adjusting the offer, when you look at the affidavit of Mr. Christenson, or even the Monitor's report, in its best light these -- the factual statements amount to a possibility that the purchaser could seek to adjust their offer and that adjustment, even if it were to happen, does not suggest that a viable compromise or arrangement could not be made. As Mr. Bieganek has pointed out, even if there was some kind of adjustment, the current lead bidder would still have the highest bid and may expect that the transaction would still conclude, and so that does not in any way suggest that the -- and keeping in mind my earlier remarks about how I don't understand at all how this purchaser could somehow determine its -- its offer based on whether this stay is granted. A delay in proceedings already exists and will proceed following the stay, but that somehow they've determined it is going to justify an adjustment of their offer, but in any event, the evidence simply falls far short of what's required. And as -- as we point out in -- in that written submission to the Court back in -- in February, and I won't go through in -- in detail, the circumstances in which courts have granted those exceptions in 11.1(3) are where the regulatory proceedings have posed an existential threat to the business that's subject to the -- the CCAA proceedings. Their -- their entire license for doing what they're doing is going to be cancelled so there will be nothing left to sell.

And as we also point out in those written submissions, the Alberta courts have assessed some of those other decisions and found that they've all involved stays of very short duration, simply the initial 10 day stay under the -- under the Act, rather than extending for any significant distance into the future, and -- the *AlphaBow* case, which we refer to in our -- in our submissions, itself was about a requirement to pay a 20 million deposit, and the -- the extension of a stay was sought there and the -- the Court declined to grant the stay even though what was attempting to be stayed was this requirement to -- that the -- the CCAA company be -- pay a $20 million deposit. Now, there are other complicating features of that case, but at its core the Court there did not find that compelling enough to satisfy the conditions for an exception set out in 11.1(3). And you -- you can also take something, you know, in our -- in our written submissions, because at the time. There -- there was some dispute from -- from the applicants and -- and the Monitor whether these were regulatory proceedings, or the 11.2 applied here, and so we pointed out various cases where regulatory proceedings were permitted to continue, despite the overarching Section 11 stay. And all those proceedings would have caused some burden to the subject company, or applicant, but in none of them was a Section 11.1(3) exception, on the face of the cases, sought or granted.

And so what we have is -- is a very small body of case law where the only occasions where courts have -- very small body of case law among a massive body of regulatory proceedings where courts have said this is so significant that it amounts to a -- satisfying the condition that a viable compromise or arrangement could not be made, and so it constitutes an existential threat to the business that's potentially being sought to be disposed of. And I suggest that even though he didn't mention it in his oral submissions, the -- the applicants, the Christenson companies discuss a case called *Fortress Global* at paragraph 82 of their written submissions presumably for the assertion that -- that this is somehow similar to what -- what is going on here and -- and this Court should take that into account in determining whether the exception should be granted here, but what -- what I'll point out about that case, if you look at it, is that it concerned, in part, the sale of a pulp mill, that regulatory proceedings jeopardized the pulp mill's license to continue operating. That was the evidence, that there was this potential, if these proceedings were allowed to continue, the pulp mill may not have a license to continue operating. The license itself was one of the thing considered to be part of the assets to be purchased in the sale transaction.

THE COURT: Mr. Nugent, sorry to interrupt, but I lost you there for about a minute. So --

MR. NUGENT: Oh, okay. I -- I saw your -- the video went off, but I -- I wasn't sure if you were still there or not there. So --

THE COURT: Yeah, certainly. So maybe go back. Sorry to -- I can't (INDISCERNIBLE).

MR. NUGENT: No, that (INDISCERNIBLE).

THE COURT: (INDISCERNIBLE).

MR. NUGENT: I was just beginning to talk about *Fortress global* case.

THE COURT: Absolutely. That's where you were, yes. Thank you.

MR. NUGENT: Yeah. And so -- so what I would say about that case, and -- and this is in paragraphs 61 to 77 of the decision itself, the *Fortress Global* case which is cited by -- by the applicants, and there -- they cite it in paragraph 82 of their written submissions, but all the information that I'm -- I'm relying on in relation to this, the facts of that case, are in paragraphs 61 to 77 of the case.

And so that case concerned, in part, the sale of a pulp mill. Regulatory proceedings jeopardized the pulp mill's license to continue operating. That was the evidence about the -- you know, the -- the specific proceedings were about a $10,000 penalty, that the -- the evidence was, in that case, that the -- because they were under this penalty that their license could be pulled at any minute. The licence itself, the Court found, was one of the things considered to be part of the assets to be purchased in a sale transaction, and so similar to the other cases that we've referred to in our written submissions, the entire value of the asset was jeopardized. And finally I would say, as is expressed by the Court in those paragraphs I referred to, no one opposed the extension of the stay to the regulatory proceedings, not the regulatory body nor, of course, the -- the monitors or the debtors.

And so that -- that case is -- again, it's another in a handful, literally a handful of cases where courts have found the conditions necessary to invoke Section 11.1(3) present and, as I've said, the -- the facts of those cases, the existential threats posed by the regulatory proceedings in those cases make it clearly distinguishable from our circumstances where all we have is the speculation that the continuation of these regulatory proceedings may result in the adjustment of the purchaser's, or prospective purchaser's offer.

And, again, I -- I don't mean to be a broken record, but that -- all that has to be considered in the context of a significant gap in the reasoning here concerning why a purchaser's offer would be affected by those continued proceedings if they're go -- in substance, the proceedings are going to continue anyway.

THE COURT: Thank you. Anything else?

MR. NUGENT: Sir, that -- those are all the -- the submissions I wanted to make and -- and simply are asking the Court to -- to dismissal the -- the application.

I will say just maybe one other thing. You know, I've -- my hope is, of course, that the Court does not determine that it's -- that the conditions have been met to extend the stay, but if the Court is going there, I suppose one might question why the stay would need to be extended until the closing date and -- and why it wouldn't simply need to be in effect until the sale is approved which would presumably be on July 31st at the next scheduled proceeding. Now, I may be missing something about the -- the conditions that may exist between the -- the approval of the sale and the closing, but that's simply a matter that I -- that I query.

And I -- I guess one other thing for the Court is just to say in terms of the Labour Board proceedings, the -- the respondents, that is the various Christenson companies, have raised a number of I'll call them preliminary matters in those proceedings. We had a case management meeting with the Labour Relations Board earlier this week on Monday. The Board didn't do anything of substance in that meeting. They simply put the matter over until some time towards the end of July, the 27th. So nothing whatsoever is going to happen between now and July 27th, and at that case management meeting, all the Board is going to do is address scheduling at least for now with respect to the prelim issues raised by the -- by the applicant, and so we haven't even come close to talking about scheduling dates for a hearing on the merits of the Common Employer application, dates for exchange of documents that may be called for in relation to that application, and so on. And, you know, while the Labour Board does move typically at a faster rate than -- than other adjudicative bodies, I still see it as being -- given the complexity of the application, this is a matter that's going to take some time to even get to a hearing. And so, practically, where the proceedings are by, whether it's approval of the sale date or the closing date, is far from certain. And I know on one hand that might say, well, why -- why is AUPE objecting to this -- to this kind of a stay? But on the other hand, I -- I would suggest it -- it equally says why is a stay necessary at all, especially given the absence of compelling support under the conditions set out in the legislation.

So that's just my way of a kind of update on the Labour Board proceedings, where things stand.

THE COURT: Well, I was going to ask, actually, what is the prejudice to wait a few months? I'm trying to understand what the downside is from AUPE's perspective. I know it's a question of principle, a question of interpretation, et cetera, but from a practical perspective, what's the concern?

MR. NUGENT: Well, Sir, from a practical perspective, it's not -- it's -- AUPE has no idea what the nature of the sale or the conditions or the assurances that are going to be given in relation to that sale and how they may or may not affect its rights in relation to both the Common Employer and any subsequent successor employer application. And so if someone is -- is prepared to guarantee that AUPE's rights are unaffected in any way by the passage of time, or even the approval of a sale at the end of July and the closing of that sale in October, then I would agree that there is no prejudice, but at the moment AUPE has no idea what that transaction looks like or what the conditions are surrounding it.

THE COURT: Well, no one's going to give you that guarantee. I mean, that's just --

MR. NUGENT: Sorry?

THE COURT: No one's going to give a guarantee like that. So, I mean, I get back to, you know, I -- I guess you're saying you don't know that -- there could be some possible prejudice. You're not sure, but there could be, and do you -- there's a right under the section to proceed. So that's basically -- I -- I'm not sure this analysis is around trying to -- to figure out the kind of balance of rights of the possible liabilities to parties of various steps we take here. So I'm just trying to understand the -- the possible negative impacts for your client if we delay for three to four months, two months, or whatever we end up delaying.

MR. NUGENT: Yeah, and all I can say, Sir, is that AUPE doesn't know what it doesn't know, and that's -- that's the -- that's what it amounts to. But I also can say --

THE COURT: Okay.

MR. NUGENT: -- how can there be prejudice to the process in that same circumstance if all that's going to happen is a delay? How could a reasonable purchaser justify lowering their offer simply based on the passage of time if the substantive risk associated with the Common Employer, or any subsequent declaration, remains unchanged? That's -- that's the problem for AUPE. And also the -- you know, the legislation doesn't call for a balancing of these competing interests. It's -- it says the exception would be granted if a viable plan or arrangement could not be -- could not be made because of this, and the -- and the public interest is -- is in favor of granting the exception. It doesn't call for the -- how extensive the -- the prejudice may be one way or the other.

THE COURT: Well, I don't know about that. It's in the Court's opinion which has to be expressed in the -- all has to be taken in context of the legislation and the purpose of the legislation, and so I'm not sure about that. But anyway, anything else? If not, I'll hand it over to anybody else who wants to -- to speak (INDISCERNIBLE).

MR. NUGENT: No, Sir. That's -- that's everything from our end.

THE COURT: Okay. Thank you. So any other party wish to jump in here? Okay. I see counsel from the Labour Relations Board, Mr. Bieganek. I -- go ahead. Sorry. Sorry, sir, I forget your name. Go ahead.

Submissions by Mr. Nessim (Regulatory Stay of Labour Proceedings)

MR. NESSIM: Tim Nassim for the Labour Relations Board.

THE COURT: Okay. Thank you.

MR. NESSIM: Thank you, Justice Gill.

THE COURT: All right.

MR. NESSIM: So my client takes no position on the application for the stay. We largely are here today just for the purpose of assisting if the Court has questions, but there's -- there's one thing arising from the submissions that -- that I think is probably worth clarifying.

You were referred by Mr. Bieganek to Section 47(2) of the Labour Relations Code in relation to the retroactivity of Common Employer declarations to the date of application. Just so everything's certain here, I -- I just thought it would be worth clarifying that 47(2) is a provision that enables for retroactivity to the date of application in cases where the corporate arrangements are structured for the purpose of union avoidance. So there is that additional condition under 47(2) for it to apply, and if you review that provision, you will see that. So I just wanted to clarify that just to make sure the Court has -- has all that information in making its decision.

THE COURT: Thank you. I appreciate that. Okay. So we'll go back then to Mr. Bieganek, I think, was next person who has (INDISCERNIBLE).

MR. BIEGANEK: Thank you, Justice Gill.

THE COURT: Go ahead.

Submissions by Mr. Bieganek (Regulatory Stay of Labour Proceedings)(Reply)

MR. BIEGANEK: Just a few submissions by way of reply, if I may.

I want to take you back to a couple of comments that Mr. Nugent ably made, their concern about no idea what the sale arrangement will be. Well, between now and the hearing for approval, the parties will generally understand what the transaction entails. That's a normal part of the process that certain aspects may remain confidential, such as price, but not everything will. Right? So they will know what the terms will be by July 31 for sure.

Equally, though, and I take the Court back to my comments earlier about the process here, on March 3rd when we appeared before Justice Simard and agreed to consensually lift that say without a hearing on the merits, there was only one application for certification before the Board, and that was at Devonshire. Within very short period of time, there were three more. We don't know how many more are out there. So that's the other side of the coin. While he's concerned about not knowing, we know our obligation as an applicant in these proceedings is to proceed in good faith and with due diligence and to be transparent about what has taken place. That will happen at the (INDISCERNIBLE) application. Conversely, we don't get the same benefit from the AUPE in respect of what may be going on behind the scenes, and I just make that point.

There's no five other communities out there that have not been organized, but I would say this. Mr. Nugent does make comment and submissions about the rights of AUPE. I remind the Court that AUPE acquired those rights in the midst of a process where they knew full well that Arch was a labour supply entity, and that the entities to which it was supplying were in the process of being sold. So they entered into the process with their eyes wide open, knowing full well that corporate change was imminent, but they took the step of taking those bargaining rights. They already have those bargaining rights and are now concerned about, well, you're going to take away those rights in circumstances where what the Court has to be balancing here are the interests of all stakeholders.

And Section 11.1 is not a complete code unto itself. It sits within the CCAA. It is not to be read in a manner that is different than the rest of the legislation, and the Supreme Court of Canada has been quite clear in what a supervising judge can do in those instances. And we can -- we can talk a lot about the specific cases under this section. There is not a ton of law on the subject, but, as I indicated in my first submissions, every case is decided on its merits, but in *Century Services*, paragraph 70 which is at tab 3 of our brief, the Supreme Court is quite clear that says: (as read)

> The general language of the CCAA should not be read as being restricted by the availability of more specific orders. However, the requirements of appropriateness, good faith and due diligence are baseline considerations that a Court should always bear in mind when exercising its CCAA authority. Appropriateness under the CCAA is assessed by inquiring into whether the order sought advanced the policy objectives underlying the CCAA and will it usefully further efforts to achieve the remedial purpose?

In this case what we're trying to avoid is circumstances where the sands continue to shift under the feet of the company as we're moving towards the sale of a major transaction intended to provide significant benefits to a group of stakeholders who have been waiting a long time to get paid, and what we have here is shifting sands, and the whole point of this application today is to stop the sands from shifting, to maintain the status quo as it exists today so that we can move forward to deal with this transaction.

I understand the level of evidence that we have in here about speculation on a price adjustment. It's not mere speculation. We've been told it's going to happen. We don't know what the magnitude of that is going to be and that is our concern, but if the process continues, then we're left dealing with a rear guard action which defeats the purpose of the single process model in circumstances where we're not asking for an inordinate delay. We're not saying let me -- let's make this an indefinite stay. And contrary to what Mr. Nugent has suggested, what we're asking the Court to do is tie the stay to the stay period. Right? So right now that would be to the end of the September. It would be reconsidered every time we go back to court looking for that extension, and it would be completely open to the AUPE to bring an application on evidence, which they have yet to file in this proceeding, that suggests they should be entitled to have that stay lifted. So we're just trying to keep it measured and moving along in the same path as every other stay.

And there is a number of other cases I can refer to Court to on the interpretation of the CCAA and the breadth of the authority that the Court has under Section 11, but I think that the key case that the Court needs to maybe refresh its memory on is *Canada North* where the Supreme Court gave what to many, particularly many academic commentators, would have assumed they would not have done and that was allow the Court, exercising jurisdiction under a CCAA, to prime CRA's deemed trust source deduction claims in the context of granting interim lending and all of the charges that the Court's entitled to grant under -- under the auspices of the legislation. They cut through that like a hot knife through butter and allowed the CCAA court to give those priming charges, and they've been now upheld in several other proceedings to date.

So 11.1's not a complete code. It has to be read in -- in conjunction with the balance of the legislation, and I -- I would reiterate Mr. Pawlyk's submissions. We don't need an existential threat, but we have a circumstance where the sands are shifting and it makes it extremely difficult to provide some certainty to our stakeholder group, and that includes -- that includes the union and the employees, if it makes it difficult for us to provide some level of certainty, to the best that we can, to the stakeholder group that we're going to get this proceeding across the finish line, which is the objective. And we're -- we're there. We are -- we're nearing the end. We need the opportunity to bring this to a close without having to deal with the Common Employer declaration application and, indeed, the prospect of further certification applications which we have no vision on either, just to put the shoe on the other foot.

So in -- in my respectful submission, the Court does not need to be satisfied that there's an existential threat. The Court needs to be satisfied that a viable compromise could not be made. So viable and could. And what we have here is a risk that is real to the ability of us, that is the Christenson Group, to conclude a proposal or plans that have been voted on and approved by a significant number of stakeholders.

So those are my submissions, unless the Court has any other questions of me.

Decision (Regulatory Stay of Labour Proceedings)

THE COURT: No questions. Any other submissions on this issue?

Okay. Thank you, all.

I, of course, had an opportunity to review the briefs that have been filed prior to today and some time to think about it, and also had the opportunity this afternoon of very thorough and effective representations on the issue. So I am ready to make a decision in relation to the application concerning the stay of the labour proceedings.

I think Mr. Bieganek has summarized, Mr. Pawlyk as well has mentioned it, the broad discretion that the Court has been given under the CCAA, and it is well-established how broad that is and it is well-established the reasons for it.

Now, applying it in this circumstance, and it is a unique circumstance, it is a new circumstance, it is something there is no case law on. I think there is no doubt that we would all agree that it is a simple existential threat. It is quite simple to apply Section 11.3, but that is not what we have here. I don't think that the existing case law in any way limits the Court's discretion to search those circumstances and, in fact, I think what the Court is given is a very broad and nuanced discretion to look at the circumstances of the individual case.

What we are dealing with here is a long, complicated process that does involve many stakeholders, including a number of what could be described as vulnerable stakeholders. It involves complicated financial circumstances that have developed over the years and despite that, the parties have been successful in getting us close to what appears to be the best case scenario for a purchase.

Now, I think it is important that that status quo does remain. I will be the first one to say that the evidence we are talking about here in terms of the possible impact if a stay is not granted is somewhat speculative and based on hearsay, but the Court is also guided by the advice of the Monitor and it takes into account, of course, all of the partys' submissions, and the nature of the stay, in my opinion, while it does impact on the union's rights is, in my opinion, one that impacts in the most minimal way possible.

So taking that into account, taking all of the circumstances into account, I am satisfied that this is a case where a stay should be granted under 11.3, that the wording of the section clearly requires the Court to consider the viability of the compromise if a stay is not granted, or what could happen if it is granted.

So taking all of the factors into account that I have mentioned, I am going to grant the stay that is being requested and that is set out in the draft order that has been uploaded and which I am looking at right now.

I am not sure if counsel wish to talk to the wording of that before we finalize it, but the application is granted. So now I will just hear any other submissions in terms of wording.

MR. BIEGANEK: I -- I have received no comments from counsel in respect of any suggested changes, so you have -- you have the draft order that we circulated.

THE COURT: Okay. Well, in my opinion, it looks fair and reasonable and appropriate, so I am prepared to sign that and grant that.

So I think that's the last item on the agenda, unless there's something else that somebody wishes to bring up.

MR. BIEGANEK: From the applicant's perspective, Justice Gill, those are all of the matters that we have before the Court today.

THE COURT: Okay. Well, first of all, thank you for all attending and thank you for your very able submissions and I think, Mr. Clerk, we're at a point then we can close the courtroom for the day. Thank you.

THE COURT CLERK: Thank you, Justice.

MR. BIEGANEK: Thank you very much, Sir.

PROCEEDINGS CONCLUDED

Certificate of Record

I, Simar Singh, certify that this recording is the record made of the evidence in the proceedings in the Court of King's Bench held in courtroom 4 -- 516 at Edmonton, Alberta, on the 25th day of June, 2026, and I was the court official in charge of sound-recording machine during the proceedings.

Certificate of Transcript

I, Deborah Jane Brower, certify that

(a) I transcribed the record, which was recorded by a sound-recording machine, to the best of my skill and ability and the foregoing pages are a complete and accurate transcript of the contents of the record, and

(b) the Certificate of Record for these proceedings was included orally on the record and is transcribed in this transcript.

Deborah Jane Brower, Transcriber
Order Number: TDS-1116963
Dated: August 11, 2026

Action No. 2503 20545

This is **Exhibit "** I **"** referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires September 11, 2028

COURT OF APPEAL OF ALBERTA

Form AP-3
[Rule 14.53]

Registrar's Stamp
REGISTRAR
FILED
14 Jul 2026
NK
Court of Appeal of Alberta

COURT OF APPEAL FILE NUMBER:	2603-0179AC
TRIAL COURT FILE NUMBER:	2503 20545
REGISTRY OFFICE:	EDMONTON
APPLICANT:	ALBERTA UNION OF PROVINCIAL EMPLOYEES
STATUS ON APPEAL:	APPELLANT
STATUS ON APPLICATION:	APPLICANT
RESPONDENTS:	CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP.,

NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

STATUS ON APPEAL: RESPONDENTS
STATUS ON APPLICATION: RESPONDENTS

DOCUMENT: **APPLICATION OF ALBERTA UNION OF PROVINCIAL EMPLOYEES**

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

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Phone:: 780-439-3232
Fax: 780-3032
Email: pat@nugentlawoffice.ca / david@nugentlawoffice.ca

and

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2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, AB T5J 3V9
Phone: 780-441-4386
Fax: 780-428-9683
Email: dbieganek@dcllp.com

NOTICE TO RESPONDENT(S): Christenson Equities Ltd., Christenson Communities Ltd., Devonshire Village Ltd., Devonshire Mews Ltd., Devonshire Manor Ltd., royal oak dev. Lacombe ltd., Citadel Mews Ltd., Bedford Village Ltd., Glastonbury Mews Ltd., Glastonbury Village Ltd., Christenson Village At Westmount Ltd., Timberstone Communities Ltd., Park Avenue At Creekside Ltd., Whitecourt Village Ltd., Christenson Developments Ltd., Westmount Security Corp., Timberstone Mews Security Corp., Southwoods Security Corp., Royal Oak Mortgage Security Services Inc., Glastonbury

Security Corp., Devonshire Security Corp., Park Avenue Security Corp., Bedford Security Corp., Network Consulting Corporation, 585436 Alberta Ltd. and 1831993 Alberta Ltd. (collectively, the "**Christenson Group**")

WARNING

If you do not come to Court on the date and time shown below either in person or by your lawyer, the Court may give the applicant what it wants in your absence. You will be bound by any order that the Court makes. If you intend to rely on other evidence or a memorandum in support of your position when the application is heard or considered, you must file and serve those documents in compliance with the Rules. (Rule 14.41 and 14.43)

NOTICE TO RESPONDENT(S):

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:	
Time:	9:30 AM
Where:	Law Courts Building, Edmonton, Alberta
Before:	A single judge of the court (Rule 14.37)

Nature of Application and Relief Sought:

1. The Applicant/Appellant, Alberta Union of Provincial Employees ("AUPE") seeks an order granting permission to appeal, in part, the Order of Justice Gill pronounced June 25, 2026 (the "Decision").

2. In particular, AUPE seeks permission to appeal the portion of the Decision granting a broad stay of all existing and future proceedings before the Alberta Labour Relations Board under the *Alberta Labour Relations Code* (the "Stay").

Grounds for making this application:

3. AUPE seeks to appeal the Decision upon the following grounds:

   a. Did the Chambers Justice err by unreasonably applying section 11.1(3) of the *Companies' Creditors Arrangement Act* to impose the Stay notwithstanding the plain meaning of the words of the *Act*?

b. Did the Chambers Justice err by effectively reversing the onus to require AUPE to establish why the stay shouldn't be extended to the regulatory proceedings?
c. Did the Chambers Justice err by unreasonably finding on the evidence before him that the grounds for extending the Stay to the regulatory body had been satisfied?
d. Did the Chambers Justice err by unreasonably expanding the scope of the Stay to include future proceedings before the Alberta Labour Relations Board?
e. Did the Chambers Justice err by failing to give weight to the impact the Stay will have on the rights and interests of AUPE members, including rights guaranteed under the *Constitution Act, 1982*?

4. The grounds above are serious and arguable that are of real and significant interest to the parties, in that:
    a. These grounds are of significance to the practice;
    b. These grounds are of significance to the action itself;
    c. These grounds are *prima facie* meritorious; and
    d. The appeal will not unduly hinder the progress of the action.

Material or evidence to be relied on:

5. Order of Justice Gill pronounced June 25, 2026.

6. Transcript of Justice Gill's reasons for the Decision, to be filed.

7. Memorandum of Argument of AUPE, to be filed.

8. Such further and other material or evidence as counsel may advise and this Court may permit.

Applicable Acts, regulations and rules:

9. Rules 14.40, and 14.44 of the *Alberta Rules of Court*, Alta Reg 124/2010;

10. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36;

11. *Public Service Employee Relations Act*, RSA 2000, c P-43;

12. *Labour Relations Code*, RSA 2000, c L-1;

13. *Constitution Act,* Schedule B to the Canada Act 1982 (UK), 1982, c 11; and

14. Such further and other Acts, regulations and rules as counsel may advise and this Court may permit.

Action No. 2503 20545

This is **Exhibit "** J **"** referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

4146-7079-5884.v4

OUR VISION: The fair and equitable interpretation and application of Alberta's collective bargaining legislation.
The fair and equitable hearing of appeals under Alberta's occupational health & safety and employment standards legislation.

ALBERTA LABOUR RELATIONS BOARD

OUR MISSION: To interpret and apply Alberta's collective bargaining legislation, and adjudicate appeals under Alberta's occupational health & safety and employment standards legislation, in an impartial, knowledgeable, efficient, timely, and consistent way.

640, 10155 – 102 Street NW
Edmonton, AB T5J 4G8
Tel: 780-422-5926
alrb.edm@gov.ab.ca

ALRB Fax: 780-422-0970
General email: alrb.info@gov.ab.ca
Website: www.alrb.gov.ab.ca

308, 1212 – 31 Avenue NE
Calgary, AB T2E 7S8
Tel: 403-297-4334
alrb.cal@gov.ab.ca

August 5, 2026

The Alberta Union of Provincial Employees
10025 182 Street
Edmonton, AB T5S 0P7
Attention: Jamie Robinson/ Amal Williams/ Michelle Szalynski
j.robinson@aupe.org
a.williams@aupe.org
m.szalynski@aupe.org
alrb@aupe.org

Arch Services Ltd
5410 97 Street NW
Edmonton, AB T6E 5C1
Attention: Karlee Oltman/ TJ Paigude
karleeo@cdlhomes.com
tjp@cdlhomes.com

RE: An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd. — Board File No. CR-06455

On August 5, 2026, the Board received an application from The Alberta Union of Provincial Employees to be the certified bargaining agent for a unit of employees of Arch Services Ltd. comprising:

All employees at The Ravines at Park Avenue.

The Trade Union submitted petition evidence that at least 40% of the employees in the unit applied for are in support of this application. For the Employer's information, we enclose the first two pages of the application.

Lynn Wozny, Labour Relations Officer, has been appointed to investigate this application. The Officer will contact you shortly to begin the investigation and answer any questions you may have about the application. When the investigation is complete, a report will be issued for review. The report is based on the best information available, so it is important you cooperate fully with the Officer.

Section 34(3) of the *Labour Relations Code*, requires the Board to complete its inquiries and conduct a representation vote as soon as possible. As a result, the Employer must provide the information required by the Board Officer **on an expedited basis**.

You may file written objections to the application immediately, or after you receive the Officer's report. If you do not, the Board may proceed without considering your objections and make its decision based on the materials before it. Your objections must be submitted to the Board **no later than 1:00 p.m. on Tuesday, August 18, 2026. It is your responsibility to ensure a copy of your objections and any subsequent correspondence is provided to all affected parties**. The Officer's report will be issued no later than 24 hours prior to the deadline for filing objections.

If required, the Board will schedule this application for hearing at a later date. You are entitled to appear at the hearing and make submissions on the issues before the Board. If objections are filed, parties and any legal counsel must make themselves available as the hearing will proceed on the scheduled date and will usually be completed in one day. Normally, adjournments will not be granted due to the statutory timelines for completion of the certification process.

At the hearing, the Board will decide if there is evidence of 40% support of employees in the proposed unit. If there is, the Board may order a vote if this has not already been done. The Board may also decide:

- if the applicant is a trade union,
- if the unit applied for is appropriate for collective bargaining, or if a reasonably similar unit is appropriate,
- if the application is timely, and
- the merits of any objections received.

The Board may cancel the hearing if no one objects to the application or the Officer's report. We will let you know if the hearing is cancelled. In that case, the Board will review the application and Officer's report administratively on the tenth working day after the date of application. A vote may be ordered at that time if one has been recommended.

If there are objections to the application or the Officer's report but the Officer found at least 40% support, on the tenth day after the date of the application, the Board may administratively order a vote with a direction that the ballot box be sealed until the scheduled hearing and a decision or resolution of the objections.

We enclose a **NOTICE TO EMPLOYER AND EMPLOYEES**. The Board directs the Employer to immediately post it where all affected employees will see it. After the notice is posted, please advise the Board Officer of the date, time and location of posting. If extra copies are required, make as many as necessary.

We enclose excerpts from the *Labour Relations Code* for the Employer and draw their attention in particular to Sections 148, 149, and 150. These prohibit certain practices by employers and unions while an application for certification is before the Board. As well, Section 147(1) prohibits an employer from changing terms and conditions of employment except under the circumstances described in the statute.

BOARD-CONDUCTED VOTE

If a representation vote is ordered, the Board requires the Employer to place a suitable portion of its premises where its employees work at the disposal of the Board to conduct a vote. If the Employer is not the owner of the premises where the affected employees work, the Employer must provide notice of this requirement to the owner of the premises, and make arrangements for Board access to those premises to conduct a vote [Section 151.2(1) and (2)].

The Officer will seek input from the parties to this application with respect to vote arrangements; however, due to statutory timelines, the Board makes the final decision about the vote arrangements.

Lynn Wozny
for
Tannis Brown
Director of Settlement

LW/ld

Enclosure

W:\Common\PROCESS\CERTIFICATIONS\CR-06455\Acknowledgement Letter.docx

ALBERTA LABOUR RELATIONS BOARD

NOTICE TO EMPLOYER

AND EMPLOYEES

On August 5, 2026, The Alberta Union of Provincial Employees applied under the *Labour Relations Code* to become the certified bargaining agent for a unit of employees of Arch Services Ltd. comprising:

All employees at The Ravines at Park Avenue.

If the Board finds the application meets the Code's requirements, including the Union has at least 40% support from employees in the proposed bargaining unit, it may conduct a secret ballot representation vote. The ballot will ask employees if they want the Trade Union to represent them in collective bargaining with the Employer.

Employees who object to the application must file their objections with the Board in writing, providing full details to support their position. Objections must relate to the statutory requirements of the Code, and not merely statements for or against the Union becoming the bargaining agent. Support for or against the Union is determined by the vote, if ordered. Any document sent to the Board regarding this application will be placed on the file and provided to the Union(s) and the Employer. The Board must receive the objections **no later than 1:00 p.m. on Tuesday, August 18, 2026.** If they are not received within that time frame, the Board may proceed without considering the objections and make its decision based on the materials before it.

Affected employees may have an agent or lawyer represent them at the hearing. People filing objections, or their spokesperson, must attend the hearing to give evidence and argument to support their position. The hearing will proceed on the scheduled date and will usually be completed in one day. If no one objects to the application, the Board may cancel the hearing.

If you have any questions regarding this application, please contact Labour Relations Officer Lynn Wozny at (780) 422-8259 or lynn.wozny@gov.ab.ca or toll free to the Edmonton Office at 1-800-463-ALRB (2572).

If any person has any questions relating to this matter, please contact:

Commerce Place
Suite 640,
10155 – 102 Street NW
Edmonton AB T5J 4G8Tel:
(780) 422-5926

Labour Relations Board
308, 1212 - 31 Avenue NE
Deerfoot Junction, Tower 3
Calgary, Alberta T2E 7S8
Tel: (403) 297-4334

1-800-463-ALRB (2572)

ALBERTA LABOUR RELATIONS BOARD

APPLICATION FOR CERTIFICATION

APPLICABLE SECTIONS: 32 AND 33 OF THE CODE; 16 OF THE ACT

Effective January 1, 2021, the deadline for filing all materials with the Board will change from 4:30 PM to 4:00 PM.

- Please type or print clearly. Attach extra pages if necessary.
- If a local trade union is making this application all union information should refer to that local.
- Trade unions must complete all of this form when applying for certification.
- The application will be accepted only if accompanied by acceptable proof of membership.
- For further information refer to Information Bulletin 8 and the Rules of Procedure or call the Labour Relations Board at (780) 422-5926 (Edmonton) or (403) 297-4334 (Calgary).
- Any personal information provided in this form is collected by the Labour Relations Board pursuant to section 4(c) of the *Protection of Privacy Act* ("POPA") to process the application. Any further personal information received in connection with this application will be collected under that authority. The collection and use of personal information is managed pursuant to POPA. Disclosure of personal information is managed pursuant to POPA and the *Access to Information Act*. Please direct questions on the collection or use of personal information to the Board Officer assigned to your file, or to the Board's Privacy Coordinator at 640, 10155 102 Street, Edmonton, AB, T5J 4G8, or (780) 422-5926.
- Please note that any relevant information provided to the Board must be provided to all affected parties to the application so they know the case to be heard and have an opportunity to respond.

LOCAL TRADE UNION INFORMATION

Legal Name (include local number): The Alberta Union of Provincial Employees

Local Number:

Email Address:

Mailing Address: 10025 182 St. NW Edmonton Alberta

Telephone Number: 1-800-232-7284

Postal Code: T5S 0P7

Fax Number: 780-930-3392

POSTED

CR-06455 01

File No. Support Doc No.

08-05-26 MZ

Date Posted By

Name of Contact Person:
Amal Williams a.williams@aupe.org 780-676-0641
Jamie Robinson j.robinson@aupe.org 587-926-5876
Michelle Szalynski m.szalynski@aupe.org 368-882-4506

Email Address:

Telephone Number:

Address (*if different from above*):

Fax Number:

Postal Code:

EMPLOYER INFORMATION

Legal Name: Arch Services Ltd.

Telephone Number: 780-436-2980

Mailing Address: 5410 97 St. NW

Alternate Number:

Fax Number:

Postal Code: T6E 5C1

Common Name (if different from above): The Ravines at Park Avenue

Name of Contact Person (if known):
TJ Palgude tjp@cdlhomes.com 403-418-6209
Karlee Oltmann karleeo@cdlhomes.com 780-340-5585

Email Address:

Telephone Number: 403-871-8020

Address: 5810 47 Ave, Rocky Mountain House AB

Fax Number:

Postal Code: T4T 0C1

BARGAINING UNIT APPLIED FOR

All employees at The Ravines at Park Avenue.

PARTICULARS

Has this trade union been previously certified for another unit with any employer? __x__ Yes ____ No

If not, when did the trade union file its constitution and the names of its officers? ______

Is this the trade union's first application for certification for this unit with this employer: __x__ Yes ____ No

If not, when was the last application withdrawn or refused? ______

Is the unit applied for or any part of it presently (please check and complete as appropriate):

__x__ not represented by a trade union or association?

_____ represented by another trade union or association?

Give name: ______

_____ represented by the applicant trade union under voluntary recognition?

_____ subject to a collective agreement?

What is the date of expiry? ______

_____ in collective bargaining or engaged in a strike or lockout?

Give details:

[Applications can be faxed to the Board. However, the Board requires that original documents relating to support evidence (such as membership applications, membership records or petitions) be available upon request for review by the Board].

FOR BOARD USE ONLY:

Board File Number: CR-06455

LW	/	MZ
Checked by	Received by	Input by

_____ Membership evidence and union organizer's declaration received.

Signature: ______

Printed Name: TERRY AGOTO

Position: DIRECTOR OF LABOUR RELATIONS

Date of Signing: AUG 4/2026

Complete and deliver to:

Labour Relations Board
#640, 10155 – 102 Street
Edmonton, AB T5J 4G8
Fax: (780) 422–0970

Labour Relations Board
#308, 1212 31 Avenue, N.E.
Calgary, AB T2E 7S8
Fax: (403) 297-5884

[Applications can be faxed to the Board. However, the Board requires that it receives original documents relating to membership evidence such as membership cards, membership records or petitions].

(2) An employers' organization and its acts are not unlawful by reason only that one or more of its objects are in restraint of trade to the extent that those objects are necessary for carrying out its duties under this Act.

1988 cL-1.2 s28

Suspension or expulsion from employers' organization

31 No employers' organization shall expel or suspend any of its members, or take disciplinary action against or impose any form of penalty on any person for any reason other than a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the employers' organization as a condition of acquiring or retaining membership in the employers' organization, unless that person has been

(a) served personally or by double registered mail with specific charges in writing, and

(b) given a reasonable time to prepare the person's defence.

1988 cL-1.2 s29

Division 5
Certification

Applications for certification

32 A trade union may apply to the Board to be certified as the bargaining agent for the employees in a unit that the trade union considers appropriate for collective bargaining.

1988 cL-1.2 s30

Evidence in support of application for certification

33 An application for certification shall be supported by evidence, in a form satisfactory to the Board, that

(a) at least 40% of the employees in the unit applied for, by

(i) maintaining membership in good standing in the trade union, or

(ii) applying for membership in the trade union and paying on their own behalf a sum of not less than $2 not longer than 90 days before the date the application for certification was made,

or both, have indicated their support for the trade union, or

(b) at least 40% of the employees in the unit applied for have, not longer than 90 days before the date the application for certification was made, indicated in writing their selection of the trade union to be the bargaining agent on their behalf.

RSA 2000 cL-1 s33;2017 c9 s112;2019 c8 s2

Inquiry into certification application

34(1) In this section, "working day" means any day other than a Saturday, a Sunday or any other holiday as defined in the *Interpretation Act*.

(2) Before granting an application for certification, the Board shall satisfy itself, after any investigation that it considers necessary, that

(a) the applicant is a trade union,

(b) the application is timely,

(c) the unit applied for, or a unit reasonably similar to it, is an appropriate unit for collective bargaining,

(d) the employees in the unit the Board considers an appropriate unit for collective bargaining have voted, at a representation vote conducted by the Board, to select the trade union as their bargaining agent, and

(e) the application is not prohibited by section 38.

(3) The Board shall provide the employer with notice of the application for certification forthwith after receipt of the application.

(4) Forthwith, and no later than 5 working days after the date of the application for certification, the employer shall provide to the Board information it requires for the purpose of determining

(a) the employees to be included in the bargaining unit applied for or a reasonably similar unit,

(b) the appropriateness of the unit or a reasonably similar unit for collective bargaining, and

(c) the timeliness of the application.

(5) Before conducting a representation vote, the Board shall satisfy itself, on the basis of the evidence submitted in support of the application and the Board's investigation in respect of the application, that at the time of the application for certification the trade union had the support, in the form set out in section 33(a) or (b), of at least 40% of the employees in the unit applied for.

(6) The Board shall give notice of a vote within 10 working days of the date of application for certification, and the vote must commence within 3 working days of the notice.

(7) In cases requiring a mail-in vote, the Board shall commence the mail-in voting process no later than 14 working days after the date of the application for certification.

(8) In accordance with any rules made by the Board, the Board may prohibit, as of the time of giving the notice of the representation vote referred to in subsection (6), any electioneering or issuing of propaganda that may influence employees in their voting decision.

(9) The Board shall conduct any representation vote and shall complete its investigations and inquiries into and consideration of an application for certification as soon as possible and no later than 20 working days after receipt of the application for certification, or 25 working days in the case of a mail-in vote.

(10) Unless the Chair approves an extension, the Board shall make every effort to meet the timelines in this section, but a failure to meet any of the timelines does not invalidate the proceedings or prevent the completion of the certification process.

(11) This section applies with respect to an application for certification made on or after the day on which the Bill to enact *An Act to Make Alberta Open for Business* receives first reading.

(12) If, on or after the day on which the Bill to enact *An Act to Make Alberta Open for Business* receives first reading but before it receives Royal Assent,

(a) an application for certification is made, and

(b) the employees in the unit the Board considers an appropriate unit for collective bargaining have not voted, at a representation vote conducted by the Board, to select the trade union as their bargaining agent,

and a certificate under section 39 is granted, whether before, on or after the day the Bill receives Royal Assent, the certificate is void.

RSA 2000 cL-1 s34;2017 c9 s113;2019 c8 s2

34.1 Repealed 2017 c9 s114.

Appropriate unit

35(1) In processing an application for certification,

Division 23
Prohibited Practices

Alteration of terms of employment

147(1) If a trade union has applied for certification, no employer affected by the application shall, except in accordance with an established custom or practice of the employer or with the consent of the trade union or in accordance with a collective agreement in effect with respect to the employees in the unit affected by the application, alter the rates of pay, any term or condition of employment or any right or privilege of any of those employees during the time between the date of the application and

(a) the date of its refusal, or

(b) 30 days after the date of certification.

(2) If a notice to commence collective bargaining has been served pursuant to section 59(1) within 30 days after the date of certification of the bargaining agent, no employer affected by the notice shall, except

(a) in accordance with an established custom or practice of the employer,

(b) with the consent of the bargaining agent, or

(c) in accordance with a collective agreement in effect with respect to the bargaining agent,

alter the rates of pay, a term or condition of employment or a right or privilege of any employee represented by the bargaining agent or of the bargaining agent itself until 120 days after the date on which the notice is served.

(3) If a notice to commence collective bargaining has been served pursuant to section 59(2), no employer affected by the notice shall, except

(a) in accordance with an established custom or practice of the employer,

(b) with the consent of the bargaining agent, or

(c) in accordance with a collective agreement in effect with respect to the bargaining agent,

alter the rates of pay, a term or condition of employment or a right or privilege of any employee represented by the bargaining agent or of the bargaining agent itself until the right of the bargaining agent to represent the employees is terminated or a strike or lockout commences under Division 13.

(4) If a strike or lockout is subject to an essential services agreement, the prohibitions in subsections (2) and (3) remain in effect during that strike or lockout in respect of any designated essential services workers, subject to any changes or permitted changes described in the essential services agreement.

RSA 2000 cL-1 s147;2016 c10 s17; 2017 c9 s136

Prohibited practices by employer, etc.

148(1) No employer or employers' organization and no person acting on behalf of an employer or employers' organization shall

(a) participate in or interfere with

(i) the formation or administration of a trade union, or

(ii) the representation of employees by a trade union,

or

(b) contribute financial or other support to a trade union.

(2) An employer does not contravene subsection (1) by reason only that the employer

(a) in respect of a trade union that is a bargaining agent for the employer's employees

(i) permits an employee or a representative of a trade union to confer with the employer during working hours or to attend to the business of the trade union during working hours without deduction in the computation of time worked by the employee and without deduction of wages in respect of the time so occupied,

(ii) provides free transportation to representatives of the trade union for purposes of collective bargaining, the administration of a collective agreement and related matters, or

(iii) permits the trade union to use the employer's premises for the purposes of the trade union,

(b) makes to a trade union donations to be used solely for the welfare of the members of the trade union and their dependants, or

(c) expresses the employer's views so long as the employer does not use coercion, intimidation, threats, promises or undue influence.

1988 cL-1.2 s146

148.1 and **148.2** Repealed 2017 c9 s137.

Prohibited practices by employer, etc.

149(1) No employer or employers' organization and no person acting on behalf of an employer or employers' organization shall

(a) refuse to employ or to continue to employ any person or discriminate against any person in regard to employment or any term or condition of employment because the person

(i) is a member of a trade union or an applicant for membership in a trade union,

(ii) has indicated in writing the person's selection of a trade union to be the bargaining agent on the person's behalf,

(iii) has been expelled or suspended from membership in a trade union for a reason other than a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union,

(iv) has testified or otherwise participated in or may testify or otherwise participate in a proceeding under this Act,

(v) has made or is about to make a disclosure that the person may be required to make in a proceeding under this Act,

(vi) has made an application or filed a complaint under this Act,

(vii) has participated in any strike that is permitted by this Act, or

(viii) has exercised any right under this Act;

(b) impose any condition in a contract of employment that restrains, or has the effect of restraining, an employee from exercising any right conferred on the employee by this Act;

(c) seek by intimidation, dismissal, threat of dismissal or any other kind of threat, by the imposition of a pecuniary or other penalty or by any other means, to compel an employee to refrain from becoming or to cease to be a member, officer or representative of a trade union;

(d) suspend, discharge or impose any financial or other penalty on an employee, or take any other disciplinary action against an employee, by reason of that employee's having refused to perform an act prohibited by this Act;

(e) bargain collectively for the purpose of entering into a collective agreement, or enter into a collective agreement, with a trade union in respect of a bargaining unit if that employer or employers' organization or person acting on behalf of it knows, or in the opinion of the Board ought to know, that another trade union is the bargaining agent for that unit;

(f) suspend, discharge or impose any financial or other penalty on an employee, or take any other disciplinary action against an employee, by reason of the employee's refusal to perform all or some of the duties and responsibilities of another employee who is participating in a strike that is permitted under this Act;

(g) discriminate against a person in regard to employment or membership in a trade union or intimidate or threaten to dismiss or in any other manner coerce a person or impose a pecuniary or other penalty on a person, because the person

(i) has testified or otherwise participated in or may testify or otherwise participate in a proceeding authorized or permitted under a collective agreement or a proceeding under this Act,

(ii) has made or is about to make a disclosure that the person may be required to make in a proceeding authorized or permitted under a collective agreement or a proceeding under this Act, or

(iii) has made an application or filed a complaint under this Act.

(2) The burden of proof that any employer or employers' organization or person acting on behalf of an employer or employers' organization did not act contrary to subsection (1)(a), (c), (d), (f) or (g) lies on the employer or employers' organization or person acting on behalf of the employer or employers' organization.

RSA 2000 cL-1 s149;2017 c9 s138

Rights of employer

150 Nothing in this Act detracts from or interferes with the right of an employer to suspend, transfer or lay off employees, or to discharge employees for proper and sufficient cause.

1988 cL-1.2 s148

Prohibited practice — failure to file collective agreement

150.1(1) No employer, employers' organization or bargaining agent shall fail or neglect to file a collective agreement with the Director as required by section 132 within 30 days after entering into the agreement.

(2) An employer, employers' organization or bargaining agent does not contravene subsection (1) if the employer, employers' organization or bargaining agent has received confirmation from the Director that the agreement has already been filed with the Director within the required time.

2017 c9 s139

Prohibited practices by trade union, etc.

151 No trade union and no person acting on behalf of a trade union shall

(a) seek to compel an employer or employers' organization to bargain collectively with the trade union if the trade union is not the bargaining agent for a unit of employees that includes employees of the employer;

(b) bargain collectively or enter into a collective agreement with an employer or employers' organization in respect of a unit, if that trade union or person knows, or in the opinion of the Board ought to know, that another trade union is the bargaining agent for that unit of employees;

(c) participate in or interfere with the formation or administration of an employers' organization;

(d) subject to section 151.1, except with the consent of the employer of an employee, attempt, at an employee's place of employment during the working hours of the employee, to persuade the employee to become, to refrain from becoming or to cease to be a member of a trade union;

(e) authorize, encourage or consent to a refusal by any employee in a unit in respect of which the trade union is the bargaining agent to perform work for the employee's employer for the reason that other work was or will be performed or was not or will not be performed by any persons or class of persons who were not or are not members of a trade union or a particular trade union;

(f) use coercion, intimidation, threats, promises or undue influence of any kind with respect to any employee with a view to encouraging or discouraging membership or activity in or for a trade union;

(g) require an employer to terminate the employment of an employee because the employee has been expelled or suspended from membership in the trade union for a reason other than a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union;

(h) expel or suspend a person from membership in the trade union or take disciplinary action against or impose any form of penalty on a person by reason of the person having refused to perform an act that is contrary to this Act;

(h.1) repealed 2017 c9 s140;

(i) expel or suspend a person from membership in the trade union or take disciplinary action against or impose any form of penalty on any person

(i) for engaging in employment in accordance with the terms of a collective agreement between the person's employer and the trade union, or

(ii) for engaging in employment with an employer who is not a party to a collective agreement with the trade union if the trade union fails to make reasonable alternate employment available to that person within a reasonable time with an employer who is a party to a collective agreement with the trade union, unless the trade union and that person are participating in a strike that is permitted under this Act.

RSA 2000 cL-1 s151;2008 c9 s9;
2017 c9 s140

Access to property by union representatives

151.1(1) If employees reside on their employer's property or on property to which the employer or another person has the right to control access or entry, the Board may, on application by a trade union, direct the employer or other person to permit one or more representatives authorized in writing by the trade union to enter the property to attempt to persuade the employees to join a trade union

ALBERTA LABOUR RELATIONS BOARD

INFORMATION BULLETIN

#8 CERTIFICATION

This bulletin reflects amendments to certification applications resulting from the *Restoring Balance in Alberta's Workplaces Act*, 2020.

I. INTRODUCTION

The *Labour Relations Code* allows employees to join or form a trade union. A union may become the exclusive bargaining agent for a unit of employees in two ways. It may be voluntarily recognized by an employer. A union may also apply to the Labour Relations Board for certification. *See: Section 32.*

If a union applies for certification, employees vote on whether or not a union will represent them. The vote is by secret ballot. A union is certified only if the employees decide to be represented by it. Certified unions can require the employer to bargain in good faith. This normally results in a collective agreement. Such an agreement covers all employees in the bargaining unit.

This Bulletin explains the certification process. This includes applications under the *Labour Relations Code* and the *Public Service Employee Relations Act.*

II. AN OVERVIEW

The Labour Relations Board supervises the certification process. It:

- receives applications from trade unions;
- notifies the employer, employees and other affected persons of the application;
- conducts investigations and holds hearings to make sure the union applied at the right time, with the necessary level of employee support, and according to the *Code*'s requirements;
- makes sure the group of employees in question is a unit that is appropriate for collective bargaining;
- holds a secret ballot representation vote among the affected employees; and
- issues certificates for successful applications.

The Board must complete its inquiries and conduct any representation vote as soon as possible, and the Board's final decision regarding a certification application must be made no later than 6 months after the application date. The Chair may extend the timelines, but will only do so in exceptional circumstances. *See: Section 34(3)-(5).*

III. THE APPLICATION

Unions file a certification application to begin the process. Applications must meet several criteria. Unions are required to file fully completed applications using the correct form. An application must be timely. The application must include evidence that at least 40% of the employees in the bargaining unit applied for support the union. The bargaining unit applied for must be appropriate. The application must also contain the correct legal name of the employer and the union. These criteria are explained below.

Application Form
Unions must file an "Application for Certification" form. A union organizer must complete the form's declaration. Application and petition forms are available in the Board's Edmonton or Calgary offices. These forms are also available on the Board's website at: http://www.alrb.gov.ab.ca/forms.html. *See: Rules of Procedure, Rule 4; Information Bulletin #2 Processing Applications, Complaints and References.*

A complete application for certification includes:

- a fully completed application form signed on behalf of the union;
- a declaration by a union organizer; and
- evidence of at least 40% support in the unit applied for.

Timeliness
Applications are subject to time limits. These are outlined below. *See: Section 37.*

Constitutional Filing
Unions must file their constitutional documents with the Board. This filing must take place at least 60 days before applying for certification. This rule applies to newly formed unions and new locals of established unions. The Board can reduce this time in special cases. Unions must obtain any waiver **before** applying for certification. *See: Sections 24(1)(a), 37(1)(a); Information Bulletin #7 Trade Union Filings, Name Changes and Successorships.*

Previous Applications
If a union withdraws a certification application, or if an application remains before the Board without being actively pursued by the union, it cannot make the same application for 90 days. Similarly, if the Board has refused an application, the union must wait 90 days. The Board can reduce this waiting period on application by the union. The Board cannot grant consent after a certification application has been filed. Applicants must seek a waiver of the 90-day time-bar **before** applying for certification. In addition, if there is a complaint relating to a prohibited practice during the certification process, and the Board refuses a certification application, or the application is withdrawn or not actively pursued, and the Board is satisfied that the applicant did not comply with the *Code* in relation to the complaint, then the applicant cannot make the same or

substantially the same application for 6 months from the date of refusal or withdrawal without the Board's consent. *See: Section 57; Steelworkers 722 v. Handleman Co. of Canada Ltd., [1988] Alta. L.R.B.R. 431.*

Strikes or Lockouts
No union can apply for certification during a lawful strike or lockout without Board consent. *See: Section 37(1)(b).*

Existing Collective Bargaining Relationships
Unions may apply for certification during one of six open periods. These are:

1. at any time, if there is no existing collective agreement or certification covering employees in the unit;
2. 10 months after another bargaining agent is certified, if no collective agreement is in effect;
3. 10 months after the date of the Court's decision on a challenge to an existing certification, if the certification is not overturned;
4. within the last 2 months of an existing collective agreement with a term of two years or less, unless the employer and the bargaining agent enter into a new collective agreement at any time before the two months immediately proceeding the end of the term of the collective agreement, and the Board is satisfied that a majority of the employees voted to enter into the new collective agreement and were informed that voting in favour of the collective agreement would prevent certification applications from other unions;
5. in the 11th or 12th month of the second or subsequent year of an existing collective agreement with a term of more than 2 years, but not less than 10 months before the end of the agreement, unless the employer and the bargaining agent enter into a new collective agreement at any time before 11th or 12th month of the second or subsequent year, or the two months immediately preceding the end of the collective agreement term, and the Board is satisfied that a majority of the employees voted to enter into the new collective agreement and were informed that voting in favour of the collective agreement would prevent certification applications from other unions; or
6. when the employer has served notice of its intention to terminate its voluntary recognition of a trade union and to refuse to bargain collectively. *See: Section 43.*

See: Section 37.

Proof of Support
Certification applications must include evidence of employee support. At least 40% of the employees in the unit applied for must support the union. This evidence can be union membership evidence or petition evidence. *See: Section 33.*

Membership Evidence
Membership evidence includes applications for membership, memberships in good standing, or a mixture of the two. This evidence can be:

- Copies of completed membership application cards along with proof of payment of a sum of not less than $2. Membership applications must be no more than 90 days old when the certification application is filed. The Board does not require proof of payment of any other initiation fees. Applicants for membership must pay their own $2. Loans from a union organizer disqualify the card. This may result in reducing support for the union. Including invalid cards may also cause the Board to question the organizer's declaration. Either can end in failure of the application for certification. *See: Section 33(a)(ii).*
- Copies of documents usually kept by the union showing membership in good standing. The Board usually decides membership status by looking at the union's records. Records showing that a person is a dues paying member are acceptable proof that the person is a member in good standing. The Board may examine the union's constitutional requirements about membership in good standing. *See: Section 33(a)(i).*

Petition Evidence
Petition evidence means a petition signed by each person supporting the application. Petition evidence and membership evidence cannot be combined. Signatures collected more than 90 days before the date of the certification application will not be counted. Petition headings must be complete (including the employer's name and the union's name) and clearly worded.

The Board has blank petition forms available from its offices and on its website for applicants to use. All signatures must be witnessed. *See: Section 33(b); Information Bulletin #1 Introduction to Labour Relations Board Proceedings.*

The Board suggests trade unions include an alphabetic list of supporters with all applications. If this is not possible, membership or application cards should be in alphabetical order. A trade union seeking to certify a large group of employees can assist the Board by also providing an electronic copy of the list of supporters in an Excel or MS Word format.

Appropriateness of the Bargaining Unit
The bargaining unit must be appropriate for collective bargaining. Applicants word their own bargaining unit descriptions. The Board may modify this wording as necessary so long as the amended unit is appropriate for bargaining and is reasonably similar to the applied for unit. *See: Section 32, 35; PSERA Sections 10, 11, 16; Information Bulletins #9 Bargaining Unit Descriptions, #10 Bargaining Units for Hospitals and Nursing Homes, #11 Bargaining Units for the Building Trades; GCU v. Calgary Herald, [1993] Alta. L.R.B.R. 222.*

The Union's Name
The Board uses a union's legal name and local number (when applicable) on certificates. Often unions use an abbreviation (e.g., CLAC, IBEW, AUPE, or Local 47) but each union has only one true legal name.

The Employer's Name
Employers operate under a variety of names. These may be divisions, trade names, abbreviations, or names of particular institutions. Each employer has only one proper legal name. The Board uses only the employer's full legal name. Do not put geographical references, division or institution names or operating names either as, or part of, the employer's name. If such references are necessary to show which employees the certificate covers, put them in the unit description.

IV.PROCESSING APPLICATIONS

Section 34(3) of the *Code* reflects the importance of processing, investigating and concluding certification applications as soon as possible.

When an application is received, a Board Officer is appointed to the file. The Officer notifies the affected parties and schedules a hearing. In order to ensure that certification applications are processed as soon as possible, hearings are usually scheduled for 13 working days after the date of the application, though a longer timeline may be appropriate for complex applications. The Officer investigates the application and writes a report. Any party may object to the report's content. If objections are raised, a hearing is held as scheduled. Assuming the application is found to be in order, a vote will take place. If a majority of employees voting choose the union, the Board then issues a certificate. These steps are explained in detail below.

Appointing an Officer
When an application is received, the Director of Settlement appoints an Officer to investigate. Board Officers are impartial employees of the Board. They do not advocate for employees, unions or employers. Rather, they make inquiries to assist the Board. *See: Section 34(1); Information Bulletin #1 Introduction to Labour Relations Board Proceedings.*

The Officer begins by reviewing the union's status. The Board presumes a previously certified organization is a trade union. If not previously certified, the union must satisfy the Board that it has met the filing requirements in the *Code. See: Section 24; Rules of Procedure, Rules 22(1)(g), 25; AUPE 124 v. Oak Hill Foundation, [1984] Alta. L.R.B. 84-054.*

Notifying the Parties
The Officer phones the employer to:

- notify the employer about the application; *See: Rules of Procedure, Part III.*
- outline the bargaining unit applied for;

- explain the procedure for the employer's response to the application;
- make arrangements for the Officer to review the employer's records;
- advise of the date of the hearing and explain the possibility of cancelling the hearing if no one objects to the application or the Officer's report; *See: Rules of Procedure, Rules 22(1)(m);*
- explain if there are objections the hearing will go ahead as scheduled and will usually be completed in one day;
- explain if there are objections but the Officer has found that there is at least 40% support for the application, the Board may administratively order a vote with a direction that the ballot box be sealed until the scheduled hearing and a decision or resolution of the objections;
- explain if there are no objections the Board will review the file administratively 10 days after the date of application at which time a vote may be ordered;
- provide instruction about the posting of notices;
- notify the employer about the statutory freeze period; *See: Section 147(1)*; and
- address the possibility of a vote.

The Officer also sends written notice to the employer, trade union and any other party affected by the application. The notice contains:

- a copy of the application (without specific information on employee support);
- details of the hearing, and the possibility of cancelling the hearing if the application is uncontested; and
- information about the possible employee representation vote.

Employees are notified by a "Notice to Employers and Employees" posted at the work site. The Officer usually directs the employer to post the notice, but may arrange posting through some other party where appropriate. The notice tells employees about the procedures and time limits for filing objections and the possibility of cancelling the hearing if no one objects to the application. *See: Section 13(1)(e); Rules of Procedure, Rule 14.*

Employer Response
The information from the Employer must be provided to the Board Officer as soon as possible, and preferably within five working days after the date the application for certification is received.

The Officer seeks from the employer:

- the proper corporate name, address, and phone number;
- a contact person and phone number;
- the employer's legal counsel or agent (if any);
- the number of work sites, their location, shift times and employees working at each site;
- an employee list, preferably in alphabetical order;
- employment documents including but not limited to job descriptions, contracts, cost codes, hire on sheets and payroll information; and
- suggestions for a location and times for a work site vote.

See: Section 13; Voting Rules, Rule 8(h).

If an employer fails to provide the necessary information, the Board can proceed with the application using information obtained from the employees or union. *See: Section 13(3).*

Officer's Investigation
During the investigation, the Officer will determine who can provide the necessary information for the report and will usually attempt to speak to one person on behalf of each party.

The Officer reviews the employer's records. The Officer obtains a complete list of employees for the Board to use in determining the application for certification. It will assist the Board in determining how many employees are in any appropriate unit and who should be on any voters list, if a vote is ordered. The Officer may ask the employer to provide an alphabetical list of employees or provide this information electronically. *See: Section 13; Information Bulletin #3 Officer's Settlement and Investigation Powers.*

The employee list needed by the Officer will indicate each employee's work site and work function. The list will show whether employees are full-time, part-time, casual, or employed in managerial or confidential labour relations positions.

For an application under the *Public Service Employee Relations Act*, the Officer's report will indicate individuals excluded from the unit under Section 12 of the *Act*.

The Officer will ask the employer to identify which employees worked on the date of application. If an employee did not work, the employer should advise the Officer of the last day worked, whether the employee was on leave, dismissed or laid off and when and if the employee is expected to return to work. The Officer, employer and union discuss which persons the parties believe are included in, or excluded from, the unit. The Board applies the same criteria as set out in Voting Rules 16 and 17 to determine which persons are included in the unit for the purposes of calculating the 40% support required by section 34(2) of the *Code*. *See:* Voting Rules *16 and 17.*

During the investigation, the Officer may randomly check employee signatures to verify evidence of support for the application.

The Officer will seek input from the union and employer concerning the date, places and times suitable for voting; however, the Board will make the final decision about vote arrangements. If a vote is recommended by the Officer, notice of the vote must be given by the Board to employees as soon as possible. The vote is generally ordered on the 10th day and must be conducted as soon as possible. *See: Section 34(3); Information Bulletin* #14 Representation Votes.

The Officer's Report
At the end of the investigation, the Officer completes a report and gives it to the parties. The report includes:

- the legal name of the employer;
- the correct name of the applicant;
- a statement about whether the union has met the 40% support level in the unit applied for; *See:* CUPE 41 v. Westview Regional Health Authority, *[2002] Alta. L.R.B.R. 174.*
- a statement about whether the petition appears to be a genuine and voluntary expression of the employees' wishes if the evidence of support is by petition;
- a list of employees in the unit (no reference is made to their support for the application) *See:* Timeu Forest Products, *[1997] Alta. L.R.B.R. 430*;
- a recommendation about the appropriate bargaining unit;
- a recommendation about trade union status;
- a recommendation about the timeliness of the application;
- any necessary recommendations on persons who may be included in or excluded from the unit;
- information about any other relevant matter concerning the application; and
- where required, vote arrangements.

See: Information Bulletin #3 Officer's Settlement and Investigation Powers

The employee list in the Officer's report will include persons employed in the bargaining unit applied for, but will not show if they supported the application. The Officer will, if there is a dispute over which employees should be included in the unit, and where possible, make a recommendation as to whether a named person is an employee included in the bargaining unit applied for, or a reasonably similar unit. *See: Information Bulletin #22 Determinations; Voting Rules.*

The Officer sends the written report to all the parties. The report will be issued no later than 24 hours prior to the deadline for filing objections.

Objections to the Report
Any party may object to some or all of the contents of the report. The objecting party must send its objections in writing to the Board and the other parties by the deadline set by the Officer. If the objecting party does not meet this deadline, the Board may proceed without considering the objections. *See: Information Bulletin #3 Officer's Settlement and Investigation Powers.*

The Board requires that objections be clear, specific and detailed. General objections are not acceptable (e.g., the bargaining unit is inappropriate). The parties must exchange all documents they plan to rely on as exhibits at the hearing at least 48 hours before the scheduled hearing. Parties and any legal counsel must make themselves available as hearings will proceed on the scheduled date and will usually be completed in one day. Adjournments may be granted if the hearing can be rescheduled within a reasonable amount of time, in accordance with the statutory requirement that the Board consider the certification application as soon as possible. *See: Rules of Procedure, Rule 26; Information Bulletin #2 Processing Applications, Complaints and References; UA 488 v. Vikon Technical Services et al., [1985] Alta. L.R.B. 85-073.*

The same deadlines and requirement for document exchange apply to an employee or group of employees objecting to the application. They send the objection in writing and then they or their representative attend the scheduled hearing to present their objections to the panel. If their objections do not deal with the statutory criteria set out above, and no other objections are filed, the Board may cancel the hearing.

If the Board receives no objections of substance, it processes the application relying on the facts contained in the Officer's report. It confirms the date of the representation vote if there is at least 40% or more support of employees. The success of the application then depends on the results of the vote. *See: Rules of Procedure, Rule 26.*

In cases where objections are filed, and the Board orders a vote, the ballot box is sealed pending a hearing and decision or resolution of the objections. The Board will not order a vote if the Board Officer's investigation and report did not find the requisite employee support for the union in the applied for bargaining unit. *See: Section 34(5); UFCW 401 v. Freson Market Ltd., [1995] Alta. L.R.B.R. 491. [amended October, 2006]*

The Hearing
If no objections are received by the deadline set by the Officer, the Officer notifies the employer and the trade union(s). The Officer advises the parties that the Board has cancelled the scheduled hearing and will review the file administratively on the 10th day after the date of application, or as soon after as possible. A Chair or Vice-Chair alone

may deal with the matters. *See: Sections 9(11), 34(5); Information Bulletin #4 Board Hearings, GCU 34-M v. Southam Inc. et al., [1993] Alta. L.R.B.R. 529; Carpenters 1325 v. Fraser Bros. Roofing et al. [1997] Alta. L.R.B.R. 541.*

If objections are filed, the Board will deal with them on the scheduled hearing date. The Board will usually rely on the facts set out in the Officer's report unless a party objecting to the report presents additional evidence. *See: Rules of Procedure, Rule 22(1)(m), 26; Information Bulletins #3 Officer's Settlement and Investigation Powers and #4 Board Hearings.*

At the hearing, the Board decides:

- if the applicant is a trade union;
- if there is evidence of at least 40% support;
- if the application is timely;
- the appropriateness of the bargaining unit;
- the date, place and times of any vote, if not already ordered, and
- if there are any prohibitions to the certification under Sections 37 and 38. *See: Sections 37, 38.*

See: Section 34(2),(5).

The Vote
In accordance with the statutory requirement to conduct a representation vote as soon as possible, the Officer prepares a Notice of Vote and Voters List and arranges for their posting at the work site. *See Section 34(3).*

The Board has Voting Rules and an Information Bulletin on representation votes. *See: Information Bulletin #14 Representation Votes.* The Board requires the employer to place a suitable portion of its premises where its employees work at the disposal of the Board for the purpose of taking a vote. If the employer is not the owner of the premises where the affected employees work, the employer must provide notice of this requirement to the owner of the premises, and make arrangements for the Board to access those premises to conduct a vote. *See: Section 151(2)(1) and (2).*

The Board then conducts the vote. If there are no disputed ballots and no objections have been filed, the Returning Officer counts the vote and advises the parties of the results.

If disputed ballots remain and the parties are unable to resolve the differences with the Returning Officer, the sealed ballots and sealed ballot box are sent to the Board and the dispute is immediately set for hearing. A Chair or Vice-Chair alone may deal with disputed ballots. *See: Section 9 (10) ; Voting Rules, Part II; Information Bulletin #14 Representation Votes.*

At this hearing, the Board will decide any disputed ballots and any challenges to the proper conduct of the vote. After the hearing, if the Board directs, the ballots are counted and the results released to the parties and the Board. *See: Voting Rules, Rule 4 to 17.*

The Board will reject stay applications which delay the counting of the ballots (or other elements of the Board's certification processes) in the absence of exceptional circumstances: *Bee-Clean Northern Alberta Ltd. and Construction and General Workers' Union, Local No. 92 v United Brotherhood of Carpenters and Joiners of America, Local 1999*, 2026 ALRB 13. *[amended May 2026]*

The Board notifies all parties of the success or failure of the application.

The Certificate
The Board issues certificates in triplicate. The trade union and employer receive originals. The Board retains the third. *See: Section 39.*

The certificate includes the proper name of the trade union and employer, the bargaining unit description and the date of certification. *See: Section 40.*

Section 40 of the *Labour Relations Code* sets out the effects of granting a certificate when a trade union becomes a certified bargaining agent where a collective agreement is in force regarding the employees in the bargaining unit.

V. CHECK LIST FOR APPLICATIONS FOR CERTIFICATION

Ensure the application is supported by:

- trade union documents filed at least 60 days before the application or Board consent to apply within the 60 days;
- a **fully** completed application form;
- attached evidence of support (lists or cards sorted in alphabetic order, receipts where applicable, or a petition); and
- a completed declaration by a union organizer verifying the authenticity of the membership evidence.

See also:

Information Bulletins 1, 3, 4, 7, 13 and 14
Rules of Procedure
Voting Rules

For further information or answers to any questions regarding this or any other Information Bulletin please contact:

Director of Settlement
Labour Relations Board
Suite 640 - 10155 102 Street NW
Edmonton, Alberta T5J 4G8
Telephone: (780) 422-5926

Manager of Settlement
Labour Relations Board
308, 1212 31 Avenue NE
Calgary, Alberta T2E 7S8
Telephone: (403) 297-4334

Toll Free Line: 1-800-463-2572
Email: alrb.info@gov.ab.ca
Website: www.alrb.gov.ab.ca

Action No. 2503 20545

This is **Exhibit** "K" referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

Zachary Soprovich

From:	Pat Nugent <Pat@nugentlawoffice.ca>
Sent:	06-August-26 5:06 PM
To:	Ryan Quinlan
Cc:	Darren Bieganek; Zachary Soprovich; Craig W. Neuman; Pawlyk, Jerritt; Belland, Isaac; David Pollock; Tim Nessim
Subject:	RE: CR-06455 - An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd.

Ryan, I have copied Board counsel on this email.

Even if the effect of the order were to stay certification proceedings, AUPE has not breached the order by filing an application for certification. Arguably, by processing the application the Board is in breach of the order. If your clients had wanted an order directing AUPE to do or not do anything in particular, it could have specified that. AUPE is not in breach of the order.

Moreover, as you know, the order your clients obtained stayed proceedings under the specified portions of the Code "seeking remedies." I'm sorry to be pedantic but at law, a remedy is the means by which the violation of a right is addressed. An ordinary application for certification is not "seeking a remedy." It does not seek to address the violation of any right. The Code's section 17 addresses remedies available under the Code and has as a precondition a finding that a party has "failed to comply with any provision" of the Code. Ordinary certifications are not found within the Code's "Remedy" provisions. AUPE has made no assertion that any provision has been breached, including any provision under Division 5 of the Code. Its application for certification is not a complaint and does not seek a remedy. It seeks the issuance of a certificate. When someone applies for a driver's licence or a liquor permit they are not seeking a "remedy". The same holds here and there has been no breach of the order.

If your clients seek to expand the application of s11.1(3), I expect proper notice of that application.

I am out of the office on Friday August 6, but would be happy to make time to chat on Monday.

Pat

From: Ryan Quinlan <rquinlan@dcllp.com>
Sent: August 6, 2026 3:30 PM
To: Pat Nugent <Pat@nugentlawoffice.ca>; David Pollock <David@nugentlawoffice.ca>
Cc: Darren Bieganek <dbieganek@dcllp.com>; Zachary Soprovich <zsoprovich@dcllp.com>; Craig W. Neuman <cneuman@ntlaw.ca>; Pawlyk, Jerritt <jerritt.pawlyk@ca.dlapiper.com>; Belland, Isaac <isaac.belland@ca.dlapiper.com>
Subject: FW: CR-06455 - An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd.

Hi Pat,

Please note that I have copied counsel for the Monitor, as well as Mr. Neuman on this email. Our clients received the attached material application for certification on behalf of your client, AUPE. We are not sure if you were aware of these further steps being taken or not.

We take this opportunity to again attach the Order of Justice Gill which stayed labor proceedings brought by AUPE in respect of Arch, the Applicants and Gregory Christenson, which stay includes existing and future proceedings for the Alberta Labour Relations Board.

This new application for certification by AUPE violates the Order of Justice Gill and the stay of proceedings in respect of AUPE for current and future labour proceedings. The filing of this application violates the stay, given the combination of Justice Gill's Order (in particular paragraph 2(c)) and the Amended and Restated Initial Order granted earlier in these CCAA proceedings. We ask you to immediately address this with your client and to confirm that this new application will be immediately withdrawn or other sufficient actions will be taken to cease any and all further proceedings in this respect. In the absence of the same, we will put this information before the Court early next week and seek before the Court at the next hearing an Order that contains a declaration that AUPE has acted in violation of the Order of Justice Gill and confirms that the new proceedings remain subject to the stay of proceedings. We hope that won't be necessary.

We look forward to hearing from you, but no later than tomorrow.

Thanks,

Ryan

Ryan Quinlan
Partner
Duncan Craig LLP
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, Alberta, T5J 3V9

DUNCANCRAIG LLP
LAWYERS MEDIATORS

Tel: +1 780.441.4336
Toll-free: 1.800.782.9409
Fax: 780.428.9683
Email: rquinlan@dcllp.com
Web: dcllp.com

From: ALRB Edm <ALRB.Edm@gov.ab.ca>
Sent: August 5, 2026 3:46 PM
To: j.robinson@aupe.org; a.williams@aupe.org; m.szalynski@aupe.org; alrb@aupe.org; Karlee Oltmann <karleeo@CDLHomes.com>; TJ Paigude <TJp@CDLHomes.com>
Subject: CR-06455 - An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd.

Please find attached documents on Board File No. CR-06455:

- ALRB Correspondence dated August 5, 2026
- ALRB Notice to Employer and Employees
- Application – 2 pages
- Code Excerpts

Alberta Labour Relations Board
640, 10155 102 St NW
Edmonton, Alberta T5J 4G8
Ph: (780) 422-5926
alrb.edm@gov.ab.ca
www.alrb.gov.ab.ca
Guidelines for Email Filing

Action No. 2503 20545

This is **Exhibit " L "** referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

OUR VISION: The fair and equitable interpretation and application of Alberta's collective bargaining legislation.
The fair and equitable hearing of appeals under Alberta's occupational health & safety and employment standards legislation.

ALBERTA LABOUR RELATIONS BOARD

OUR MISSION: To interpret and apply Alberta's collective bargaining legislation, and adjudicate appeals under Alberta's occupational health & safety and employment standards legislation, in an impartial, knowledgeable, efficient, timely, and consistent way.

640, 10155 – 102 Street NW
Edmonton, AB T5J 4G8
Tel: 780-422-5926
alrb.edm@gov.ab.ca

ALRB Fax: 780-422-0970
General email: alrb.info@gov.ab.ca
Website: www.alrb.gov.ab.ca

308, 1212 – 31 Avenue NE
Calgary, AB T2E 7S8
Tel: 403-297-4334
alrb.cal@gov.ab.ca

August 6, 2026

The Alberta Union of Provincial Employees
10025 182 Street
Edmonton, AB T5S 0P7
Attention: Jamie Robinson/ Amal Williams/ Michelle Szalynski
j.robinson@aupe.org
a.williams@aupe.org
m.szalynski@aupe.org
alrb@aupe.org

Arch Services Ltd
5410 97 Street NW
Edmonton, AB T6E 5C1
Attention: Karlee Oltman/ TJ Paigude
karleeo@cdlhomes.com
tjp@cdlhomes.com

RE: An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd. — Board File No. CR-06455

Further to the Board's letter in this matter dated August 5, 2026, the Board has become aware that this Application appears to be stayed by the attached Order of the Court of King's Bench.

The Board intends to take no further action on this Application until the stay is varied, lifted, or expires. Accordingly, the directions in the August 5 letter, including the deadline for objections and the directions to post the Notice to Employer and Employees, are vacated.

The Board will contact the parties regarding next steps after the stay expires.

Lynn Wozny
for:
Tannis Brown
Director of Settlement

LW/ld

Enclosure

W:\Common\PROCESS\CERTIFICATIONS\CR-06455\Acknowledgement Letter.docx

Clerk's Stamp

FILED DIGITALLY 2503 20545 Jun 30, 2026 — JUDICIAL CENTRE OF EDMONTON — CLERK OF THE COURT

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT **ORDER – RELIEF UNDER SECTION 11.1(3) OF THE CCAA and EXTENSION OF GENERAL SALES PROCESS TIMELINES**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com	File # 212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED: **JUNE 25, 2026**

NAME OF JUSTICE WHO MADE THIS ORDER: **J.J. GILL**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

UPON the application of the CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD. (collectively the "**Christenson Group**" or "**Applicants**");

AND UPON having read the Application and the Affidavit of Gregory Christenson sworn June 15, 2026; AND UPON hearing from counsel for the Applicants, counsel for the Monitor and any other interested parties appearing at this Application;

AND UPON noting the Amended and Restated Initial Order granted in these proceedings on October 27, 2025 ("**ARIO**");

AND UPON noting the stay of proceedings pursuant to paragraph 16 of the ARIO (the "**Stay Period**", as extended by further Orders of this Court); **AND UPON** noting the Stay Period applies to (i) the Applicants (paragraph 16 of the ARIO), and (ii) certain third parties as outlined within paragraph 17 of the ARIO (the "**Third Parties**", which includes Arch Service Ltd. ("**Arch**"));

AND UPON noting the Order – Approve Sales Process granted November 17, 2025 in these proceedings and the sales and investment solicitation process attached as Schedule "A" to that Order (the "**General Sales Process**");

AND UPON noting the Order granted January 14, 2026, which extended the Stay Period to Arch ("**Arch Stay Order**"); **AND UPON** noting the Order granted February 25, 2026, which extended the Stay Period to September 30, 2026;

AND UPON noting the Order granted February 25, 2026, which amended the deadlines within paragraph 15 of the General Sales Process to make the deadline for Court Approval May 20, 2026, and make the deadline for the Closing Date of the transaction(s) June 19, 2026, subject to Assisted Living Alberta ("**ALA**") approval;

AND UPON noting the Consent Order granted on March 3, 2026, vacating the Arch Stay Order without determination on the merits without prejudice to the ability of Arch or the Applicants to bring a further application for relief pursuant to s.11.1(3) of the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36 ("**CCAA**") to reinstate the stay;

AND UPON noting the Consent Order granted March 19, 2026, dealing with grievances under the Collective Agreement between Christenson Communities Ltd. and Health Sciences Association of Alberta, dated effective January 1, 2020 (the "**HSAA Consent Order**");

AND UPON noting that this Application was served on the Alberta Labour Relations Board (the "**ARLB**");

IT IS HEREBY ORDERED AND DECLARED THAT:

GENERAL SALES PROCESS TIMELINES

1. The milestones set out paragraph 15 of the General Sales Process for the Court Approval Date and the Closing Date are extended as follows:

   a. Court Approval amended to a deadline of July 31, 2026; and

   b. Closing Date amended to a deadline of October 16, 2026 (subject to ALA approval, if necessary).

STAY OF LABOUR PROCEEDINGS

2. In this Order, "**Labour Proceedings**" mean, collectively proceedings brought in respect of Arch, the Applicants, and Gregory Christenson by the Alberta Union of Provincial Employees ("**AUPE**") to the ALRB including:

   a. the Application submitted April 15, 2026, by seeking remedies including a declaration that certain entities are common employers (Board File GE-09698), as amended by the AUPE on May 29, 2026 (the "**Common Employer Application**");

   b. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 7 of the *Labour Relations Code*;

   c. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 5 of the *Labour Relations Code*; and

   d. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 10 of the *Labour Relations Code*.

3. Pursuant to section 11.1(3) of the *CCAA*, the provisions of section 11.1(2) of the CCAA shall not apply to the Labour Proceedings and the Labour Proceedings are hereby stayed for the duration of the Stay Period. Unless the Court specifically orders otherwise, future Orders extending the Stay Period shall extend the within stay of the Labour Proceedings.

4. For greater certainty, this Order does not vary the HSAA Consent Order.

CSafioh

For/ Justice of the Court of King's Bench of Alberta

Action No. 2503 20545

This is **Exhibit** " M " referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

NEUMAN THOMPSON
Labour & Employment Law on Behalf of Employers

301, 550 – 91 Street S.W.
Edmonton, AB T6X 0V1

Telephone 780.482.7645
Facsimile 780.488.0026

CRAIG W. NEUMAN, K.C.
CNEUMAN@NTLAW.CA
DIRECT LINE: 780-733-6556

ASSISTANT: TRACY EBACH
TRACY@NTLAW.CA
DIRECT LINE: 780-733-6569

WWW.NEUMANTHOMPSON.COM

OUR FILE NO.30220-007 CWN

August 7, 2026

By email: ALRB.Edm@gov.ab.ca

Alberta Labour Relations Board
640, 10155 - 102nd Street, NW
Edmonton, AB T5J 4G8

Attention: Ms. Tannis Brown,
Director of Settlement

Dear Madam:

Re: An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd. – Board File No. CR-06455

I am retained as legal counsel for the Respondent employer, Arch Services Ltd. ("Arch"), in respect of the referenced certification application brought by the Alberta Union of Provincial Employees ("AUPE").

This application was brought in contravention of an Order of the Court of King's Bench granted on June 25, 2026. It is respectfully submitted that the Board is precluded from taking any further step to deal with this application, other than to summarily dismiss it as not being properly before the Board.

There is an Order of the Court of King's Bench of Alberta in place, granted October 27, 2025 (the Amended and Restated Initial Order –"ARIO"; **Attachment 1**) pursuant to the *Companies' Creditors Arrangement Act* ("*CCAA*"), which imposed a stay of proceedings against a number of corporate entities and individuals, for an initial period ending February 27, 2026. Paragraph 16 of the Order specifically prohibited proceedings from being "commenced or continued" against any parties subject to the stay.

By a subsequent Order of the Court granted January 14, 2026 (**Attachment 2**), the stay of proceedings in the ARIO was extended to apply to Arch. The Court specifically ordered that the stay applied to a previous certification application that AUPE had brought in respect of Arch.

By a further Order of the Court granted February 25, 2026 (**Attachment 3**), the stay period provided for in the ARIO was extended to September 30, 2026.

On March 3, 2026 a further Order of the Court in the *CCAA* proceeding (**Attachment 4**) lifted the stay to the extent it applied to Arch. The Order stated that this was "without prejudice to the ability of Arch ... to bring a further Application ... to reestablish the stay."

On June 25, 2026, the Court of King's Bench pronounced an Order (**Attachment 5**), reestablishing the stay of proceedings provided for in the ARIO in respect of Arch. The Order specified that the stay applied to proceedings before the Labour Relations Board, including certification applications under Part 2, Division 5 of the *Labour Relations Code* ("the *Code*"). Legal counsel for AUPE and legal counsel for the Labour Relations Board were present (virtually) in Court when the Order was granted by Justice Gill.

This application against Arch, seeking an order from the Board pursuant to Part 2, Division 5 of the *Code* to certify AUPE as a bargaining agent for employees of Arch, is precluded from being commenced or continued by virtue of paragraph 16 of the ARIO and paragraph 2(c) of the June 25, 2026 Order of Justice Gill. As a result, it is submitted that the Board ought to have refused to accept this application for filing, and must summarily dismiss it now.

We will await the Board's further direction.

Yours truly,

NEUMAN THOMPSON

CRAIG W. NEUMAN, K.C.

cc Nugent Law Office
Attention: Pat Nugent

Alberta Labour Relations Board
Attention: Tim Nessim

Duncan Craig LLP
Attention: Darren Bieganek, KC and Ryan Quinlan

DLA Piper (Canada) LLP
Attention: Jerritt Pawlyk

Christenson Communities Ltd.
Attention: Michael Mauro and Karlee Oltmann

COURT FILE NO. 2503 20545

COURT Court of King's Bench of Alberta

JUDICIAL CENTRE Edmonton

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT **AMENDED AND RESTATED INITIAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DARREN R. BIEGANEK, KC
Barrister & Solicitor
Phone: 780.441.4386
Fax: 780.428.9683
Email: dbieganek@dcllp.com

File # 212553
DUNCAN CRAIG LLP
LAWYERS MEDIATORS
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED: **OCTOBER 27, 2025**

NAME OF JUSTICE WHO MADE THIS ORDER: **CC.J. FEASBY**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

UPON the application of Christenson Equities Ltd., Christenson Communities Ltd., Devonshire Village Ltd., Devonshire Mews Ltd., Devonshire Manor Ltd., Royal Oak Dev. Lacombe Ltd., Citadel Mews Ltd., Bedford Village Ltd., Glastonbury Mews Ltd., Glastonbury Village Ltd., Christenson Village at Westmount Ltd., Timberstone Communities Ltd., Park Avenue at Creekside Ltd., Whitecourt Village Ltd., Christenson Developments Ltd., Westmount Security Corp., Timberstone Mews Security Corp., Southwoods Security Corp., Royal Oak Mortgage Security Services Inc., Glastonbury Security Corp., Devonshire Security Corp., Park Avenue Security Corp., Bedford Security Corp., Network Consulting Corporation, 585436 Alberta Ltd. and 1831993 Alberta Ltd. (collectively the "**Applicants**"); **AND UPON** having read the Application, the Affidavits of Gregory Christenson sworn October 6, 2025 ("**First Affidavit**"), October 16, 2025 ("**Second Affidavit**") and October 20, 2025 ("**Third Affidavit**"), and the Affidavits of Service sworn October 27, 2025 (to be filed); **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application; **AND UPON** hearing counsel for the Applicants, counsel for the Ernst and Young Inc. (the "**Monitor**"), Dentons Canada LLP (counsel for 35 Life Lease Claimants) and others appearing; **AND UPON** reviewing the initial order granted in the within proceedings by the Honourable Justice C.J. Feasby on October 17, 2025 ("**Initial Order**"); **AND UPON** reading the First Report of the Monitor dated October 24, 2025 and the Pre-Filling Reports of the Monitor dated October 10, 2025 and October 17, 2025; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE

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

APPLICATION

2. The Applicants are companies to which the *Companies' Creditors Arrangement Act* of Canada (the "**CCAA**") applies. For greater certainty, Village at Westmount Partnership, Timberstone Mews Limited Partnership, and each of the Condominium Corporations listed on **Schedule "A"** attached to this Order shall enjoy the benefits and protections provided herein, and shall be subject to the same restrictions hereunder, as if they were named and included as Applicants.

3. The terms of the Initial Order granted in these proceedings shall be operative and shall continue to govern the period until the granting of this Order. The terms of the Initial Order are hereby amended and restated by the terms of this Order from and after the granting of this Order.

PLAN OF ARRANGEMENT

4. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan or plans of compromise or arrangement (the "**Plans**").

DEFINITIONS

5. For the purposes of this Order, the following terms shall have the following respective meanings:

    (a) "**Communities**" shall mean collectively the real estate Communities listed within **Schedule "A"**.

(b) "**Encumbrances**" shall mean all security interests, trusts, liens, charges, and encumbrances, and any claims of secured creditors, statutory or otherwise, in favour of any person;

(c) "**First Charge Encumbrances**" means, collectively, the First Charge Mortgages;

(d) "**First Charge Mortgages**" shall mean all valid, first priority, fixed charge mortgages of specific real property of the Applicants, including those listed within **Schedule "B"**, which prior to the date of this Order (i) are registered against title to real property owned by the Applicants, or (ii) have been submitted for registration against title to real property owned by the Applicants and are in the pending registration queue at the Land Titles Office, and subsequently becomes the first priority mortgage. All mortgages in favour of Pillar Capital Corp. ("**Pillar**") listed on **Schedule "C"** hereto (excluding mortgages registered, or to be registered, on title to the Devonshire Village Community) are hereby deemed to be First Charge Mortgages for the purpose of this Order;

(e) "**First Charge Real Property**" means specific real property against which First Charge Mortgages have been registered;

(f) "**Non-First Charge Encumbrances**" shall mean all encumbrances other than First Charge Mortgages.

POSSESSION OF PROPERTY AND OPERATIONS

6. The Applicants shall:

(a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");

(b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property;

(c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order;

(d) be entitled to utilize its cash management system currently in place as described within the First Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection, or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any person (as defined herein) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be in its capacity as provider of the Cash Management System an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System; and

(e) notwithstanding the foregoing, the Applicants shall be prohibited from transferring any property or funds belonging to, or generated by, Whitecourt Village to any other Applicant during the pendency of these proceedings, unless such transfer is made in respect of bona fide fees charged to Whitecourt Village by Christenson Communities Ltd ("**CCL**") in connection with CCL's management of Whitecourt Village's assets or undertakings, to reimburse CCL for bona fide expenditures incurred by CCL on behalf of Whitecourt Village, or to pay Arch Services Ltd. its costs and expenses for the provision of all staffing services provided to Whitecourt Village.

7. To the extent permitted by law, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order.

8. Except as explicitly provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order;

9. The Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance;

(ii) Canada Pension Plan;

(iii) Quebec Pension Plan; and

(iv) income taxes;

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amounts payable: (i) to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof; (ii) subject to paragraph 9(d) and the ability to make Cash Flowing P & I Payments (as herein defined) to the holders of First Charge Encumbrances in respect of related First Charge Real Property, or (iii) any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants (such municipal realty, municipal business or other taxes, assessments or levies of any nature or kind hereinafter collectively described as "**Property Levies**") which accrue from and after the date of this Order. For greater clarity, the Applicants shall be entitled but not required to pay any arrears of Property Levies accrued prior to the date of this Order, to the extent the cashflow of the Applicants permit and provided that the Cash Flowing P&I Payments are current; and

(d) in respect of related First Charge Real Property, principal and interest payments ("**Cash Flowing P & I Payments**") which become due from and after the date of this Order on secured debt obligations of the Applicants secured by First Charge Encumbrances on real property and related personal property owned by the Applicants which generate cashflow sufficient to pay such Cash Flowing P & I Payments ("**Cash Flowing Secured Debt Obligations**"). The Cash Flowing Secured Debt Obligations are more particularly described in Schedule "B".

10. For greater clarity, the holders of First Charge Encumbrances described in this paragraph shall receive payment of such Cash Flowing P & I Payments as the cashflow generated by the Applicants' real property and related personal property, to the extent of the obligations secured by such First Charge Encumbrances described in this paragraph, will allow (regardless of whether or not such cashflow in any given month is adequate to make such Cash Flowing P & I Payments in full).

11. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order ("**Rent**"), but shall not pay any rent in arrears.

12. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:

    (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of its creditors as of the date of this Order;

    (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and

    (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

13. The Applicants shall, subject to such requirements as are imposed by the CCAA have the right to:

    (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding **$100,000** in any one transaction or **$500,000** in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

    (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;

    (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and

    (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing;

    all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. The Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If an Applicant disclaims or resiliates the lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer

or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

15. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:

(a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and

(b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS, CERTAIN THIRD PARTIES OR THE PROPERTY

16. Until and including **February 27, 2026** or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, or in respect of except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

17. During the Stay Period, no proceedings or enforcement process shall be commenced or continued against or in respect of:

(a) Gregory Christenson also known as Gregory Lloyd Christenson;

(b) John Brewster;

(c) Monica Shymko;

(d) Jordan Majeau;

(e) Brian Farrell;

(f) Karey Lear;

(g) Condominium Corporation No. 0325369, Condominium Corporation No. 0325772, Condominium Corporation No. 0420747, Condominium Corporation No. 0426809, Condominium Corporation No. 0525809, Condominium Corporation No. 0623755, Condominium Corporation No. 0923392, Condominium Corporation No. 0927905, Condominium Corporation No. 1124007, Condominium Corporation No. 1220236, Condominium Corporation No. 1320746, Condominium Corporation No. 1622909, Condominium Corporation No. 1623038, Condominium Corporation No. 1623280, Condominium Corporation No. 1623816, Condominium Corporation No. 1721929, Condominium Corporation No. 1822331, Condominium Corporation No. 1923554, Condominium Corporation No. 720651;

(h) Timberstone Mews Limited Partnership; or

(i) Village at Westmount Limited Partnership

(collectively the "**Third Parties**")

where such proceedings or enforcement process arise as a result of, are related to, or are in connection with any of the Third Parties' employment or relationship (including as officer, director, shareholder or independent contractor) with the Applicants (or the Business or Property) ("**Third Party Proceedings**"), except with leave of this Court, and any and all Third Party Proceedings currently under way against or in respect of the Third Parties are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

(a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;

(b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA. For clarity, the Minister and/or director under the provisions of the *Continuing Care Act*, SA 2022, c C-26.7 ("**CCA**") is a regulatory body;

(c) prevent the filing of any registration to preserve or perfect a security interest;

(d) prevent the registration of a claim for lien; or

(e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment, including, without restriction, the provisions of the CCA.

19. Nothing in this Order shall prevent any party from taking an action against the Applicants or Third Parties 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 Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

20. During the Stay Period, 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 Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

21. During the Stay Period, 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 Applicants, 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 Business or the Applicants

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 Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants 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 Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, other than the Interim Lender where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 19 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

24. The Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director,

the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Director's Charge**") on the Property, which charge shall not exceed an aggregate amount of **$150,000**, as security for the indemnity provided in paragraph 24 of this Order. The Director's Charge shall have the priority set out in paragraph 55 herein.

26. Notwithstanding any language in any applicable insurance policy to the contrary:

(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Director's Charge; and

(b) the Applicants' directors and officers shall only be entitled to the benefit of the Director's Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. **Ernst and Young Inc.** is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs and the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;

(c) assist the Applicants, to the extent required by the Applicants, in its dissemination to the Interim Lender and its counsel on a weekly basis of financial and other information as agreed to between the Applicants and the Interim Lender which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;

(d) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the Interim Lender;

(e) provide to any holder of a Cash Flowing Secured Debt Obligation listed in Schedule "B" and their respective legal counsel or advisors who request same, copies of the cash flow statements delivered to the Interim Lender as required by paragraph 28(d);

(f) advise the Applicants in its development of the Plans and any amendments to the Plans;

(g) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plans;

(h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(j) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and

(k) perform such other duties as are required by this Order or by this Court from time to time.

29. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.

30. The Monitor shall provide any creditor of the Applicants and the Interim Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants are confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

31. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a monthly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, if they so request, retainers in amounts to be agreed upon, such amounts not to exceed, in the aggregate, the sum of **$200,000** to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

33. The Monitor and its legal counsel shall pass their accounts from time to time.

34. The Monitor, counsel to the Monitor, if any and the Applicants' 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 "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of **$1,000,000**, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 55 herein.

INTERIM FINANCING

35. The Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Canada ICI Capital Corporation (the "**Interim Lender**") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed **$2,125,000** unless permitted by further order of this Court.

36. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicants and the Interim Lender dated as of October 10, 2025 (the "**Commitment Letter**"), filed within the Second Affidavit.

37. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. The Interim Lender, in that capacity only, shall be entitled to the benefits of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Definitive Documents. The Interim Lender's Charge shall have the priority set out in paragraph 55 herein.

39. Notwithstanding any other provision of this Order:

(a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon ten (10) days notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Commitment Letter, Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

40. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

CRITICAL SUPPLIERS

41. The suppliers listed on **Schedule "D"** attached hereto are "**Critical Suppliers**" as contemplated by and in accordance with section 11.4 of the CCAA and shall, from the date of this Order, continue to supply goods and services to the Applicants on such terms and conditions as are consistent with the supply relationship between the respective Critical Supplier and the Applicants. The Critical Suppliers are hereby granted the Critical Supplier Charge, which charge shall not exceed an aggregate amount of **$600,000** as security for any amounts for which the Applicants become indebted to the Critical Suppliers for the supply of goods or services after the Order Date. The Critical Supplier Charge shall have the priority set out in paragraph 55 herein.

KEY EMPLOYEE RETENTION PLAN

42. The key employee retention plan ("**KERP**") attached to the Confidential Supplementary Affidavit of Gregory Christenson sworn October 6, 2025 is hereby authorized and approved and the Applicants (and any other person that may be appointed to act on behalf of the

Applicants, including without limitation the Monitor) are authorized and directed to perform the obligations under the KERP, including making all payments to the beneficiaries of the KERP of amounts due and owing under the KERP at the time specific and in accordance with the terms of the KERP.

43. The beneficiaries of the KERP are hereby granted a charge (the "**KERP Charge**") on the Property which charge shall not exceed **$410,000**, to secure all obligations under the KERP and shall have the priority set out in paragraph 55 herein.

REPRESENTATIVE COUNSEL

44. Witten LLP and MLT Aikins LLP, each of Edmonton, Alberta are 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 (excluding the Opt-Out Parties as herein defined) who are current residents in any of the Communities with an existing loan ("**Life Lease Residents**") or have a claim against an Applicants in respect of monies payable arising from the termination of Life Lease ("**Queue Participant**") (Life Lease Residents and Queue Participants shall be collectively called "**Life Lease Claimants**") except for those Life Lease Claimants who do not wish to be represented by Representative Counsel ("**Opt-Out Claimants**").

45. The respective firms shall serve as Representative Counsel in respect of the following Communities:

(a) MLT Aikins LLP: Timberstone Mews, Westmount Village, Royal Oak Village and Devonshire Village; and

(b) Witten LLP: Glastonbury Mews, Bedford Village, Southwoods Court North, Park Avenue and Citadel Mews East.

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

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

(a) communicating and liaising with the Applicants, the Monitor or third parties (as applicable) in respect of these proceedings and the interests of Life Lease Claimants;

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

(c) representing and advocating for the interests of the Life Lease Claimants, including preparing Court materials, attending and taking positions on behalf of the Life Lease Claimants, negotiating and commenting on behalf of Life Lease Claimants on development of the Plan and any related definitive documentation, and representing and assisting the Life Lease Claimants in any Plan or claims process commenced by the Applicants; 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.

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

(a) for each of the Communities they are appointed for, establish a committee to represent the Life Lease Claimants residing in that Community in respect of these proceedings ("**Committee**");

(b) in respect of each Committee, select up to three (3) representatives ("**Life Lease Representatives**") who:

(i) shall be either Life Lease Claimants or duly authorized representatives of any deceased or incapacitated Life Lease 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 Life Lease Claimants in their respective Community regarding these proceedings;

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

(c) 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 Applicants, the Monitor and to other interested parties, unless otherwise ordered by the Court.

49. In the event that any Life Lease Claimants dispute Representative Counsel's initial selection of any of the Life Lease Representatives pursuant to paragraph 48(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 Life Lease Representative may resign at any time and in the event of resignation, Representative Counsel may appoint another Life Lease Claimant as a Life Lease Representative of a Committee in consultation with the Monitor.

50. Representative Counsel shall be paid reasonable fees and expenses by the Applicants, up to an initial maximum amount of **$30,000 for each Community for which they are appointed**, to a global maximum amount of $270,000 (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 by the Applicants in a timely manner for fulfilling its mandate in accordance with this Order, on the provision of invoices, with such redactions as are necessary to maintain solicitor/client privilege, by the Representative Counsel, to the Applicants. Upon the written request of the Applicants, the Monitor, or any other party, Representative Counsel shall seek the approval of its fees and disbursements by this

Honourable Court. Opt-out Claimants will be responsible for paying their own legal costs without recourse to the Applicants.

51. 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) Witten LLP and MLT Aikins LLP 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.

52. The Applicants 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 Life Lease Claimants; and

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

53. Representative Counsel and the Life Lease Representative 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.

54. 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 Property comprising of the Communities for which they are appointed, which charge shall not exceed $30,000 per Community, 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 55 herein.

VALIDITY AND PRIORITY OF CHARGES

55. The priorities of the Administration Charge, Representative Counsel Charge, Interim Lender's Charge, Critical Supplier Charge and the KERP Charge, as among them, and in relation to the Encumbrances, shall be as follows:

(a) First – Administration Charge (to the maximum amount of **$1,000,000**);

(b) Second – Representative Counsel Charge to a maximum amount of **$30,000 per Community** as follows:

(i) For the benefit of MLT Aikins LLP:

1. Timberstone Mews: $30,000;
2. Westmount Village: $30,000;
3. Royal Oak Village: $30,000;
4. Devonshire Village: $30,000;

(ii) For the benefit of Witten LLP:

1. Glastonbury Mews: $30,000;
2. Bedford Village: $30,000;
3. Southwoods Court North: $30,000;
4. Park Avenue: $30,000;
5. Citadel Mews East: $30,000;

(c) Third – Interim Lender's Charge (to the maximum amount of **$2,125,000**);

(d) Fourth – First Charge Encumbrances;

(e) Fifth - Critical Supplier Charge (to the maximum amount of **$600,000**);

(f) Sixth – KERP Charge (to the maximum amount of **$410,000**);

(g) Seventh – Non-First Charge Encumbrances; and

(h) Eighth – Director's Charge (to the maximum amount of **$150,000**).

56. For clarity, in respect of Whitecourt Village:

(a) no Representative Counsel need be appointed and therefore there is no Representative Counsel Charge in respect of that Community; and

(b) subject to further Order of the Court, notwithstanding the provisions of paragraphs 34 and 35, the Administration Charge and the Interim Lender's Charge are limited to $150,000 each.

57. The filing, registration or perfection of the Administration Charge, Representative Counsel Charge, Interim Lender's Charge, Critical Supplier Charge and the KERP 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.

58. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, and the beneficiaries of the Charges or further order of this Court.

59. 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, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Applicants, 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 the Applicants of any Agreement to which it is a party;

(ii) none of the Chargees 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 Applicants 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.

ALLOCATION

60. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various Applicants and their assets comprising the Property, including, without limiting the foregoing, an apportionment of the respective Charges among the Communities if determined appropriate by the Court.

61. Without limiting the foregoing, for the purpose of costs allocation, the Applicants, the Monitor and their respective counsel are instructed to use their best efforts to separately record: (i) any time expended or charges incurred in providing services solely and specifically relating to Whitecourt Village or Glastonbury Village which shall be allocated to those Applicants in due course; and (ii) any time expended or charges incurred in providing other services,

which shall be subject to a per entity allocation in due course. For clarity, any time expended, or charges related to Life Lease Claimants or Plans unrelated to Whitecourt Village or Glastonbury Village shall not be allocated to those Communities.

SERVICE AND NOTICE

62. The Monitor shall establish a case website in respect of the within proceedings at https://documentcentre.ey.com (the "**Monitor's Website**").

63. A person that wishes to be served with any application and other materials in these proceedings must deliver to the Applicants and the Monitor by way of courier, or electronic transmission, a request to be added to the Service List (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up-to-date form of the Service List on the Monitor's Website.

64. Any party to these proceedings may serve any Court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's Website.

65. The Applicants and, where applicable, the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, to the Applicants' creditors or other interested parties by:

(a) forwarding true copies thereof by courier, personal delivery or electronic transmission which shall include the provision of links, by email to a secured file sharing platform utilized for the delivery and transfer of large electronic files; and

(b) having the materials posted to the Monitor's Website;

at their respective addresses last shown on the records of the Applicants and that any such service or notice by courier, personal delivery, or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof.

66. Service or distribution in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 8100-2-175 (SOR/DORS).

SERVICE PROTOCOL ON LIFE LEASE CLAIMANTS

67. Specifically in respect of Life Lease Claimants, in addition to serving Representative Counsel in accordance with paragraph 65 of this Order, and notwithstanding any other provision of this Order, the Applicants are at liberty to serve this Order, any other materials, orders, notices or other correspondence to the Life Lease Claimants in these proceedings by:

(a) if the Life Lease Claimant is represented by legal counsel different than Representative Counsel, serving said legal counsel at their email address (including by email to a secured file sharing platform utilized for the delivery and transfer of large electronic files); or

(b) if the Life Lease Claimant is not represented by legal counsel different than Representative Counsel:

(i) for those Life Lease Claimants that the Applicants have an email address for, serving those Life Lease Claimants at said email address (including by email to a secured file sharing platform utilized for the delivery and transfer of large electronic files); or

(ii) for those Life Lease Claimants that the Applicants do not have an email address for (or if the email address is undeliverable):

1. the Applicants shall post a notice in a conspicuous place in each of the Communities (other than Whitecourt Village) advising Life Lease Claimants to provide the Applicants an email address for service within ten (10) days of posting; and

2. for those Life Lease Claimants who provide an email address in accordance with paragraph 67(b)(ii)(1), serving said email address in accordance with paragraph 67(b)(i); or

(c) if the Life Lease Claimant is not represented by counsel different than Representative Counsel, and does not provide an email address to the Applicants in accordance with paragraph 67(b)(ii)(1):

(i) at least 5 days' prior to any Court application, posting a notice in a conspicuous place in each Community (other than Whitecourt Village) advising of the Court application date and time, and WebEx link, and:

1. that the materials can be viewed and downloaded at the Monitor's Website; and

2. that they may contact the executive director of their Community (with contact information of the executive director to be listed on the Service List), if they wish to have the materials made available for pick up.

68. Any other party who seeks to serve materials, orders, notices or other correspondence upon Life Lease Claimants in these proceedings shall effect service on the Service List in accordance with paragraph 65 of this Order and:

(a) Representative Counsel shall thereafter effect delivery of the materials to their respective Life Lease Claimants in accordance with paragraphs 67(b)(i) and (c).

GENERAL

69. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

70. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor 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 Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

71. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Applicants, the Business or the Property.

72. 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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

73. Each of the Applicants and the Monitor 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 Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

74. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

75. The Application of National Bank of Canada for a Receivership Order concerning Whitecourt Village in the matter of Court File Number 2503 20411 is hereby adjourned November 17, 2025, at 2:00 p.m. and shall be heard concurrently with a further Application by the Applicants. National Bank of Canada is hereby granted leave to bring forward said Application for a Receivership Order at that time, notwithstanding paragraph 16 of this Order.

76. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

Justice of the Court of King's Bench of Alberta

Schedule "A"

List of Communities

Community Name	Municipal Location (Approximate)	Affected Applicants	Condominium Corporation ("CC")
Westmount Village	13317-115 Avenue Edmonton	Westmount Village, Westmount Security Corp., 183, Equities, Timberstone Communities, Devonshire Village, Devonshire Manor, Devonshire Mews, Christenson Developments Ltd., 585, Network	CC 1623280 CC 1923554
Timberstone Mews	42 Timberstone Way Red Deer	Timberstone Communities, Timberstone Mews Security Corp., Equities, Westmount Village, 183, Devonshire Village, Devonshire Manor, Devonshire Mews, Christenson Developments Ltd., 585, Network	CC 1721929
Southwoods Court North	9433 67A Ave NW Edmonton	Equities, Southwoods Security, 585	CC 1320746 CC 1623038
Royal Oak Village	4501 College Ave Lacombe	Royal Oak Dev. Lacombe Ltd., Royal Oak Mortgage Security Services Inc., Equities	CC 0325772
Glastonbury Mews	1585 Glastonbury Blvd Edmonton	Glastonbury Village, Glastonbury Mews, Glastonbury Security Corp., Equities, 585	CC 0720651 CC 1124007
Devonshire Village	1728 Rabbit Hill Road Edmonton	Devonshire Village, Devonshire Manor, Devonshire Mews, Developments, Network, Devonshire Security, Equities, Christenson Communities Ltd., Christenson Developments Ltd., 585	CC 0325369 CC 0420747 CC 0426809 CC 0525809 CC 0927905
Park Avenue	5810 47 Avenue Rocky Mountain House	Park Avenue, Park Security, Equities, 585	CC 1623816 CC 1822331
Bedford Village	161 Festival Way Sherwood Park	Bedford Village, Bedford Security, Equities, 585, Christenson Communities Ltd.	CC 0923392 CC 1220236 CC 1622909
Citadel Mews East	35 Erin Ridge Road St. Albert	Citadel Mews, Equities, Devonshire Security, Bedford Village, Royal Oak Dev. Lacombe Ltd., Park Avenue	CC 0623755
Whitecourt Village	4901 47 Avenue Whitecourt	Whitecourt Village, 585	N/A

Schedule "B"

Cash Flowing Secured Debt Obligations

Community	Condominium Plan or Legal Description related to Mortgage	First Lender	Land Titles Registration Number
Westmount Village	Condominium Plan 1923554	Pillar Capital Corporation	In Pending Registration Queue
	Condominium Plan 1623280	ABCU Credit Union Ltd.	222 068 844
Timberstone Mews	Condominium Plan 0721929	Pillar Capital Corporation	In Pending Registration Queue
Southwoods Court North	Condominium Plan 1623038	Canada ICI Capital Corporation	152 148 259 and 192 106 879
Royal Oak Village	Condominium Plan 0325772, Unit 1	Canada ICI Capital Corporation	212 283 967
	Condominium Plan 0325772, Unit 3	Peoples Trust Company	212 074 584
Glastonbury Mews	Condominium Plan 0720651	Canada ICI Capital Corporation	162 084 282
	Condominium Plan 1124007	Addenda Capital (as assigned by Canada ICI)	222 045 228
Devonshire Village	Condominium Plan 0325369	Servus Credit Union (as assigned by Canada ICI)	222 073 311
	Condominium Plan 0420747	Servus Credit Union (as assigned by Canada ICI)	222 073 311
	Condominium Plan 0426809	Servus Credit Union (as assigned by Canada ICI)	222 072 676
	Condominium Plan 0927905	Servus Credit Union (as assigned by Canada ICI)	222 072 676
	Condominium Plan 0525809	Servus Credit Union (as assigned by Canada ICI)	222 072 975
Park Avenue	Condominium Plan 1623816	Addenda Capital (as assigned by Canada ICI)	192 106 886
	Condominium Plan 1822331	Equitable Trust (as assigned by Canada ICI)	162 085 485
Bedford Village	Condominium Plan 0923392	Canada ICI Capital Corporation	162 319 046
	Condominium Plan 1220236	Canada ICI Capital Corporation	162 319 046
	Condominium Plan 1622909 (other than Units 111 and 113)	Canada ICI Capital Corporation	162 319 046
	Condominium Plan 1622909, Units 111 and 113	ABCU Credit Union Ltd.	202 017 519
Citadel Mews East	Condominium Plan 0623755	Canada ICI Capital Corporation	192 106 882
Whitecourt Village	Plan 2021913, Block 1, Lot 2	National Bank of Canada	212 088 222
N/A	Condominium Plan 0223435, Units 2 and 6	Royal Bank of Canada (formerly HSBC)	232 015 509

Schedule "C"

List of Pillar Capital Corp. Mortgages

1. Amended and Restated Collateral Mortgage ($10,450,000) granted by Christenson Village at Westmount Ltd. and 1831993 Alberta Ltd re: Westmount Village Community lands;

2. Collateral Mortgage ($10,450,000) granted by Timberstone Communities Ltd. re: Timberstone Mews Community lands;

3. Amended and Restated Collateral Mortgage ($20,350,000) granted by Timberstone Mews Communities Ltd. re: Timberstone Mews Community lands;

4. Collateral Mortgage ($20,350,000) granted by Christenson Village at Westmount Ltd. and 1831993 Alberta Ltd. re: Westmount Village Community lands;

5. Collateral Mortgage ($10,000,000) granted by Devonshire Village Ltd. re: Devonshire Village Community lands;

6. Collateral Mortgage ($10,000,000) granted by Devonshire Manor Ltd. re: Devonshire Village Community lands;

7. Collateral Mortgage ($10,000,000) granted by Devonshire Mews Ltd. re: Devonshire Village Community lands.

Schedule "D"

Critical Suppliers

Vendor	Category
Manchester Rose Home Health, Hospice & Palliative Care	Agency Staffing
Otis Canada Inc.	Elevator
Schindler Elevator Corporation	Elevator
TK Elevator (Canada) Limited	Elevator
Levitt Safety Ltd.	Fire and Life Safety
MMCI Safety Systems Inc	Fire and Life Safety
Compass Group Canada Ltd.	Food Service Provider
Arjo Canada Inc.	Maintenance
Aspen Mechanical Ltd.	Maintenance

Attachment 2

Clerk's Stamp

~~COURT FILE NO.~~	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED
	AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.
DOCUMENT	**ORDER – EXTENDING STAY OF PROCEEDINGS to ARCH SERVICES LTD.**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com File # 212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED: **JANUARY 14, 2026**

NAME OF JUSTICE WHO MADE THIS ORDER: **M.E. BURNS**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

4151-2963-3380.v3

UPON the application of CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD. (collectively the "**Christenson Group**" or "**Applicants**");

AND UPON having read the Application, the Third Report of the Ernst & Young Inc., in its capacity as Monitor of the Applicants (the "**Monitor**") and the Affidavit of Gregory Christenson sworn January 6, 2026 ("**Fifth Christenson Affidavit**"); **AND UPON** noting the Amended and Restated Initial Order granted in these proceedings on October 27, 2025 ("**ARIO**"); **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, counsel for Alberta Union of Public Employees (AUPE), counsel for Department of Justice Canada (Canada Revenue Agency) and any other interested parties appearing at this Application;

AND UPON the Applicants seeking a form of Order that would, *inter alia*, stay proceedings with respect to potential certification of a bargaining unit with respect to Arch Services Ltd.; **AND UPON** noting that the Alberta Labour Relations Board ("**ALRB**") was not served formal notice of this Application; **AND UPON** hearing that the Applicants have a further Application in these proceedings currently set for February 25, 2026 at 2:00 p.m.; **AND UPON** noting section 11.1 and in particular section 11.1(3) of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. The capitalized terms in this Order which are otherwise not defined have the same meaning as in the ARIO.

EXTENSION OF THE STAY OF PROCEEDINGS TO ARCH SERVICES LTD.

2. During the Stay Period (as may be extended by further Order of this Court), no proceedings or enforcement process in any Court or tribunal shall be commenced or continued against or in respect of **Arch Services Ltd.**, where such proceedings or enforcement process arise as a result of, are related to, or are in connection with Arch Services Ltd.'s relationship or business dealings with the Applicants (or the Business or Property) ("**Third Party Proceedings**"), except with leave of this Court, and any and all Third Party Proceedings currently under way against or in respect of Arch Services Ltd. are hereby stayed and suspended pending further order of this Court.

3. So long as this Order is in effect (as may be extended by further Order of this Court), Arch Services Ltd. shall be hereafter included in the definition of "**Third Parties**" in the ARIO, and unless otherwise ordered by the Court, all further Orders referring to the Third Parties shall also apply to Arch Services Ltd.

INTERIM STAY – CERTIFICATION OF BARGAINING UNIT

4. On an interim basis and without prejudice to the position or interest of any party, pursuant to section 11.1(3) of the *Companies' Creditors Arrangement Act*, the stay applicable to Arch Services Ltd. in paragraph 2 of this Order is extended to AUPE's application for certification of certain employees of Arch Services Ltd. before the Alberta Labour Relations Board (Board File No. CR-06392) until the conclusion of the further Application in these proceedings, scheduled for February 25, 2026 at 2:00pm.

GENERAL PROVISIONS

5. 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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

6. Service of this Order may be effected in accordance with the Service Protocol Order.

Justice of the Court of King's Bench of Alberta

Form and content approved by:

DUNCAN CRAIG LLP	DLA PIPER (CANADA) LLP
Per: Darren R. Bieganek, KC Counsel for the Applicants	Per: Jerritt Pawlyk Counsel for the Monitor
DEPARTMENT OF JUSTICE CANADA	NUGENT LAW OFFICE
Per: Bertrand Malo Counsel for Canada Revenue Agency	Per: Patrick Nugent Counsel for AUPE

3. So long as this Order is in effect (as may be extended by further Order of this Court), Arch Services Ltd. shall be hereafter included in the definition of "**Third Parties**" in the ARIO, and unless otherwise ordered by the Court, all further Orders referring to the Third Parties shall also apply to Arch Services Ltd.

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Justice of the Court of King's Bench of Alberta

Form and content approved by:

DUNCAN CRAIG LLP

Per: Darren R. Bieganek, KC
Counsel for the Applicants

DLA PIPER (CANADA) LLP

Per: Jerritt Pawlyk
Counsel for the Monitor

DEPARTMENT OF JUSTICE CANADA

Per: Bertrand Malo
Counsel for Canada Revenue Agency

NUGENT LAW OFFICE

Per: Patrick Nugent
Counsel for AUPE

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Justice of the Court of King's Bench of Alberta

Form and content approved by:

DUNCAN CRAIG LLP	DLA PIPER (CANADA) LLP
Per: Darren R. Bieganek, KC Counsel for the Applicants	Per: Jerritt Pawlyk Counsel for the Monitor
DEPARTMENT OF JUSTICE CANADA	NUGENT LAW OFFICE
Per: Bertrand Malo Counsel for Canada Revenue Agency	Per: Patrick Nugent Counsel for AUPE

Attachment 3

Clerk's Stamp

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED
	AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.
DOCUMENT	**ORDER – EXTENDING STAY OF PROCEEDINGS and ANCILLARY RELIEF**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com	File # 212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED: **FEBRUARY 25, 2026**

NAME OF JUSTICE WHO MADE THIS ORDER: **C.D. SIMARD**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

UPON the application of CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD. (collectively the "**Christenson Group**" or "**Applicants**");

AND UPON having read the Application, the Fourth Report of the Ernst & Young Inc., in its capacity as Monitor of the Applicants (the "**Monitor**") and the Affidavit of Gregory Christenson sworn February 17, 2026 ("**Sixth Christenson Affidavit**");

AND UPON noting the Amended and Restated Initial Order granted in these proceedings on October 27, 2025 ("**ARIO**");

AND UPON noting the stay of proceedings pursuant to paragraph 16 of the ARIO (the "**Stay Period**"); **AND UPON** noting the Stay Period applies to (i) the Applicants (paragraph 16 of the ARIO), and (ii) certain third parties as outlined within paragraph 17 of the ARIO (the "**Third Parties**", which includes Arch Service Ltd. ("**Arch**")); **AND UPON** noting the Order granted January 14, 2026 which extended the Stay Period to Arch;

AND UPON noting the "**Critical Suppliers**" and "**Critical Supplier Charge**" as outlined within paragraphs 41 and 55 of the ARIO;

AND UPON hearing from counsel for the Applicants, counsel for the Monitor, counsel for Alberta Union of Public Employees ("**AUPE**") and any other interested parties appearing at this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. The capitalized terms in this Order which are otherwise not defined have the same meaning as in the ARIO.

EXTENSION OF THE STAY OF PROCEEDINGS

2. The Stay Period is extended to September 30, 2026.

STAY OF PROCEEDINGS – LABOUR PROCEEDINGS

3. The stay applicable to Arch respecting AUPE's application for certification before the Alberta Labour Relations Board (Board File No. CR-06392) of a bargaining unit for certain employees of Arch working at the Devonshire Community ;

   (a) Is extended to 10 am MST on March 3, 2026; and

   (b) The application to further extend that stay is adjourned for further consideration to 9 am MST, March 3, 2026.

4. The entry of the Essential Services Agreement ("**ESA**") entered into between the Health Sciences Association of Alberta ("**HSAA**") and the Christenson Communities Ltd. dated December 19, 2025 in respect of the bargaining unit at Royal Oak Dev. Lacombe Ltd. (referred to as Royal Oak Manor in ALRB Certificate Number 20-2012) is permitted. Subject to any further Order of the Court in relation to the sale of the community owned by Royal Oak Dev. Lacombe Ltd. which is the subject matter of the bargaining unit, any referral to compulsory interest arbitration under the ESA is conditional on interest arbitration hearing not being scheduled until after September 1, 2026.

TRANSALTA CRITICAL SUPPLIER CHARGE

5. TransAlta Utility Corp. ("**TransAlta**") shall be a Critical Supplier, as that term is defined within the ARIO and pursuant to section 11.4 of the CCAA, and shall, from the date of this Order, continue to supply goods and services to the Applicants on such terms and conditions as are consistent with the supply relationship between TransAlta and the Applicants.

6. TransAlta is granted a Critical Supplier Charge in the amount of $310,000 ("**TransAlta Critical Supplier Charge**") as security for any amounts for which the Applicants become indebted to TransAlta for the supply of goods or services after the date of this Order. The TransAlta Critical Supplier Charge shall have the same priority as, and rank *parri passu* with, the Critical Supplier Charge as per paragraph 55(e) of the ARIO.

7. For clarity, TransAlta shall have the benefit of the TransAlta Critical Supplier Charge, but not the Critical Supplier Charge as defined pursuant to paragraphs 41 and 55(e) of the ARIO.

GENERAL PROVISIONS

8. 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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant

representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

9. Service of this Order may be effected in accordance with the Service Protocol Order granted on November 17, 2025.

Justice of the Court of King's Bench of Alberta

Attachment 4

CERTIFIED by the Court Clerk as a true copy of the document digitally filed on Mar 10, 2026

Clerk's Stamp

FILED DIGITALLY 2503 20545 Mar 10, 2026 4:23 PM

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED
	AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.
DOCUMENT	**ORDER – ARCH SERVICES LTD. AND PROCEEDINGS BEFORE THE ALBERTA LABOUR RELATIONS BOARD RESPECTING CERTIFICATION OF A BARGAINING UNIT AT THE DEVONSHIRE COMMUNITY**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com	File # 212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED: **March 3, 2026**

NAME OF JUSTICE WHO MADE THIS ORDER: **C. D. Simard**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

UPON this matter being returned for further hearing on this date as directed by Order of the Court dated February 25, 2026; **AND UPON** noting that the Stay Period set for forth in the Amended and Restated Initial Order granted in these proceedings on November 27, 2025 ("**ARIO**") has now been extended to September 30, 2026; **AND UPON** noting the Order of January 14, 2026 which extended the Stay Period to Arch Services Ltd. ("**Arch**") in respect of, among other things, the Alberta Union of Provincial Employees ("**AUPE**") Application to the Alberta Labour Relations Board ("**ALRB**") for Certification of a Bargaining Unit consisting of employees of Arch working at the Devonshire Community (being ALRB Board File No. CR-06392)(the "**Arch Stay Order**"); **AND UPON** hearing argument to further extend the Arch Stay Order on February 25, 2026; AND UPON noting that the Applicants and Arch concede that the ALRB is a regulatory body as defined in s. 11.1 (1) of the *Companies' Creditors Arrangement Act* ("CCAA") and that the ARIO did not include Arch as an Applicant; **AND UPON** this matter being adjourned for further hearing on today's date; **AND UPON** noting the consent of Counsel for the Applicants in this proceeding and Arch, the Monitor, and the AUPE; **AND UPON** noting that the ALRB takes no position in respect hereof;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Arch Stay Order is hereby vacated by consent without a determination on the merits.

2. This Order is without prejudice to the ability of Arch, the Applicants, or any one or more of them, to bring a further Application pursuant to Section 11.1(3) of the *Companies Creditors Arrangement Act* ("CCAA") to reestablish the stay.

Justice of the Court of King's Bench of Alberta

Consented to by:

Duncan Craig LLP
Per:

Darren R. Bieganek, K.C.
Counsel for CCAA Applicants, the Christenson Group

DLA Piper (Canada) LLP
Per:

Jerritt Pawlyk
Counsel for the CCAA Monitor, Ernst & Young Inc.

Nugent Law Office
Per:

Patrick Nugent
Counsel for AUPE

UPON this matter being returned for further hearing on this date as directed by Order of the Court dated February 25, 2026; **AND UPON** noting that the Stay Period set for forth in the Amended and Restated Initial Order granted in these proceedings on November 27, 2025 ("**ARIO**") has now been extended to September 30, 2026; **AND UPON** noting the Order of January 14, 2026 which extended the Stay Period to Arch Services Ltd. ("**Arch**") in respect of, among other things, the Alberta Union of Provincial Employees ("**AUPE**") Application to the Alberta Labour Relations Board ("**ALRB**") for Certification of a Bargaining Unit consisting of employees of Arch working at the Devonshire Community (being ALRB Board File No. CR-06392)(the "**Arch Stay Order**"); **AND UPON** hearing argument to further extend the Arch Stay Order on February 25, 2026; AND UPON noting that the Applicants and Arch concede that the ALRB is a regulatory body as defined in s. 11.1 (1) of the *Companies' Creditors Arrangement Act* ("CCAA") and that the ARIO did not include Arch as an Applicant; **AND UPON** this matter being adjourned for further hearing on today's date; **AND UPON** noting the consent of Counsel for the Applicants in this proceeding and Arch, the Monitor, and the AUPE; **AND UPON** noting that the ALRB takes no position in respect hereof;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Arch Stay Order is hereby vacated by consent without a determination on the merits.

2. This Order is without prejudice to the ability of Arch, the Applicants, or any one or more of them, to bring a further Application pursuant to Section 11.1(3) of the *Companies Creditors Arrangement Act* ("CCAA") to reestablish the stay.

____
Justice of the Court of King's Bench of Alberta

Consented to by:

Duncan Craig LLP
Per:

____
Darren R. Bieganek, K.C.
Counsel for CCAA Applicants, the Christenson Group

DLA Piper (Canada) LLP
Per:

____
Jerritt Pawlyk
Counsel for the CCAA Monitor, Ernst & Young Inc.

Nugent Law Office
Per:

____
Patrick Nugent
Counsel for AUPE

Attachment 5

Clerk's Stamp

JUDICIAL CENTRE OF EDMONTON
FILED DIGITALLY
2503 20545
Jun 30, 2026
CLERK OF THE COURT

COURT FILE NO.	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT	**ORDER – RELIEF UNDER SECTION 11.1(3) OF THE CCAA and EXTENSION OF GENERAL SALES PROCESS TIMELINES**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK, KC Barrister & Solicitor Phone: 780-441-4386 Fax: 780-428-9683 Email: dbieganek@dcllp.com	File # 212553 **DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9

DATE ON WHICH ORDER PRONOUNCED:	**JUNE 25, 2026**
NAME OF JUSTICE WHO MADE THIS ORDER:	**J.J. GILL**
LOCATION OF HEARING:	**EDMONTON, ALBERTA**

UPON the application of the CHRISTENSON EQUITIES LTD., CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD., DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD., TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP., TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES INC., GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY CORP., NETWORK CONSULTING CORPORATION, 585436 ALBERTA LTD. and 1831993 ALBERTA LTD. (collectively the "**Christenson Group**" or "**Applicants**");

AND UPON having read the Application and the Affidavit of Gregory Christenson sworn June 15, 2026; AND UPON hearing from counsel for the Applicants, counsel for the Monitor and any other interested parties appearing at this Application;

AND UPON noting the Amended and Restated Initial Order granted in these proceedings on October 27, 2025 ("**ARIO**");

AND UPON noting the stay of proceedings pursuant to paragraph 16 of the ARIO (the "**Stay Period**", as extended by further Orders of this Court); **AND UPON** noting the Stay Period applies to (i) the Applicants (paragraph 16 of the ARIO), and (ii) certain third parties as outlined within paragraph 17 of the ARIO (the "**Third Parties**", which includes Arch Service Ltd. ("**Arch**"));

AND UPON noting the Order – Approve Sales Process granted November 17, 2025 in these proceedings and the sales and investment solicitation process attached as Schedule "A" to that Order (the "**General Sales Process**");

AND UPON noting the Order granted January 14, 2026, which extended the Stay Period to Arch ("**Arch Stay Order**"); **AND UPON** noting the Order granted February 25, 2026, which extended the Stay Period to September 30, 2026;

AND UPON noting the Order granted February 25, 2026, which amended the deadlines within paragraph 15 of the General Sales Process to make the deadline for Court Approval May 20, 2026, and make the deadline for the Closing Date of the transaction(s) June 19, 2026, subject to Assisted Living Alberta ("**ALA**") approval;

AND UPON noting the Consent Order granted on March 3, 2026, vacating the Arch Stay Order without determination on the merits without prejudice to the ability of Arch or the Applicants to bring a further application for relief pursuant to s.11.1(3) of the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36 ("**CCAA**") to reinstate the stay;

AND UPON noting the Consent Order granted March 19, 2026, dealing with grievances under the Collective Agreement between Christenson Communities Ltd. and Health Sciences Association of Alberta, dated effective January 1, 2020 (the "**HSAA Consent Order**");

AND UPON noting that this Application was served on the Alberta Labour Relations Board (the "**ARLB**");

IT IS HEREBY ORDERED AND DECLARED THAT:

GENERAL SALES PROCESS TIMELINES

1. The milestones set out paragraph 15 of the General Sales Process for the Court Approval Date and the Closing Date are extended as follows:

   a. Court Approval amended to a deadline of July 31, 2026; and

   b. Closing Date amended to a deadline of October 16, 2026 (subject to ALA approval, if necessary).

STAY OF LABOUR PROCEEDINGS

2. In this Order, "**Labour Proceedings**" mean, collectively proceedings brought in respect of Arch, the Applicants, and Gregory Christenson by the Alberta Union of Provincial Employees ("**AUPE**") to the ALRB including:

   a. the Application submitted April 15, 2026, by seeking remedies including a declaration that certain entities are common employers (Board File GE-09698), as amended by the AUPE on May 29, 2026 (the "**Common Employer Application**");

   b. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 7 of the *Labour Relations Code*;

   c. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 5 of the *Labour Relations Code*; and

   d. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 10 of the *Labour Relations Code*.

3. Pursuant to section 11.1(3) of the *CCAA*, the provisions of section 11.1(2) of the CCAA shall not apply to the Labour Proceedings and the Labour Proceedings are hereby stayed for the duration of the Stay Period. Unless the Court specifically orders otherwise, future Orders extending the Stay Period shall extend the within stay of the Labour Proceedings.

4. For greater certainty, this Order does not vary the HSAA Consent Order.

CSafieh

For/ Justice of the Court of King's Bench of Alberta

Action No. 2503 20545

This is **Exhibit** " N " referred to in
the Affidavit of Lin Qu
sworn before me this 20th day of
August, 2026.

____
A Commissioner for Oaths in and
for the Province of Alberta

Lisa Ho
A Comm
My Co

Lisa Hoang
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 18, 2028

Zachary Soprovich

From:	Tim Nessim <Tim.Nessim@gov.ab.ca>
Sent:	07-August-26 4:15 PM
To:	Pat Nugent; Ryan Quinlan
Cc:	Darren Bieganek; Zachary Soprovich; Craig W. Neuman; Pawlyk, Jerritt; Belland, Isaac; David Pollock; Katie Mcgreer; Adam Cembrowski; Rhonda L Howells
Subject:	RE: CR-06455 - An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd.
Attachments:	2026 08 07 Letter to parties CR-06455.pdf; CR-06455 08-06 Correspondence.pdf

Good afternoon all,

I am sending this email to ensure CCAA counsel are up to speed on some recent communications about AUPE's recent application for certification. I have attached two letters from the Board to the parties: one sent on behalf of the Director of Settlement yesterday before I received the email below; and one sent today by the Chair.

I will be on vacation starting at the end of day but am happy to have a phone call if anyone needs to discuss anything urgently. My colleague Katie McGreer (cc'ed) plans to attend next week's application and will be up to speed on this file so will also be available to discuss any concerns. I've also looped in Pat's colleague Adam, as I understand Pat is away from the office today.

Best,
Tim

Classification: Protected A

From: Pat Nugent <Pat@nugentlawoffice.ca>
Sent: August 6, 2026 5:06 PM
To: Ryan Quinlan <rquinlan@dcllp.com>
Cc: Darren Bieganek <dbieganek@dcllp.com>; Zachary Soprovich <zsoprovich@dcllp.com>; Craig W. Neuman <cneuman@ntlaw.ca>; Pawlyk, Jerritt <jerritt.pawlyk@ca.dlapiper.com>; Belland, Isaac <isaac.belland@ca.dlapiper.com>; David Pollock <David@nugentlawoffice.ca>; Tim Nessim <Tim.Nessim@gov.ab.ca>
Subject: RE: CR-06455 - An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd.

Ryan, I have copied Board counsel on this email.

Even if the effect of the order were to stay certification proceedings, AUPE has not breached the order by filing an application for certification. Arguably, by processing the application the Board is in breach of the order. If your

OUR VISION: The fair and equitable interpretation and application of Alberta's collective bargaining legislation.

The fair and equitable hearing of appeals under the Alberta's occupational health & safety and employment standards legislation.

ALBERTA LABOUR RELATIONS BOARD

OUR MISSION: To interpret and apply Alberta's collective bargaining legislation and adjudicate appeals under Alberta's occupational health & safety and employment standards legislation, in an impartial, knowledgeable, efficient, timely, and consistent way.

640, 10155 – 102 Street NW
Edmonton, AB T5J 4G8
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ALRB Fax: 780-422-0970
General email: alrb.info@gov.ab.ca
Website: www.alrb.gov.ab.ca

308, 1212 – 31 Avenue NE
Calgary, AB T2E 7S8
Tel: 403-297-4334
alrb.cal@gov.ab.ca

August 7, 2026

The Alberta Union of Provincial Employees
10025 182 Street
Edmonton, AB T5S 0P7
Attention: Jamie Robinson / Amal Williams / Michelle Szalynski
j.robinson@aupe.org
a.williams@aupe.org
m.szalynski@aupe.org
alrb@aupe.org

Arch Services Ltd
5410 97 Street NW
Edmonton, AB T6E 5C1
Attention: Karlee Oltman / TJ Paigude
karleeo@cdlhomes.com
tjp@cdlhomes.com

Neuman Thompson
#301 550 - 91 Street S.W.
Edmonton AB T6X 0V1
Attention: Craig Neuman, K.C.
Email: cneuman@ntlaw.ca

RE: An application for certification as bargaining agent brought by The Alberta Union of Provincial Employees affecting Arch Services Ltd. — Board File No. CR-06455

The above application was brought to the attention of the Chair by the Manager of Settlement for direction.

This application for certification was filed with the Board on August 5, 2026. During the intake process, the Board did not notice that the application may be impacted by the stay of proceedings issued as part of the Christenson Group CCAA proceedings. As a result, the Board initiated its normal processes for certification applications.

Through internal discussions, Board staff became aware on August 6, 2026, that this application may be affected by the stay of proceedings. As a result, the Board promptly sent out a letter to the parties suspending the Board's normal process.

I am told that after the August 6 letter was sent, Board counsel was copied on correspondence between the parties about whether the stay of proceedings covers the application for certification. The Board has also received correspondence from counsel for Arch dated August 7 arguing the above application should not have been accepted and should be summarily dismissed.

It is clear that there is disagreement between the parties on whether the stay of proceedings should have precluded this application from being filed. The Board's administrative actions on intake were not intended to express a view on that issue, and to the extent the Board's delay in noticing that these proceedings may be impacted by the stay has caused any confusion or added to the complexity of this matter, the Board sincerely apologizes.

The Chair sees no value in proceeding to determine Arch's summary dismissal application at this time in light of the debate between the parties about the meaning of the Court's Order when the Board understands the parties will be before the Court on August 13. The Court is in the best position to clarify the scope of its order. In the meantime, as outlined in the Board's August 6 letter, the Board will take no further steps on this file until the Court provides further direction.

Sincerely,

Nancy Schlesinger
Chair