

Clerk's Stamp

COURT FILE NUMBER	2401-15969
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ANGUS A2A GP INC., ANGUS MANOR PARK A2A GP INC., ANGUS MANOR PARK A2A CAPITAL CORP., ANGUS MANOR PARK A2A DEVELOPMENTS INC., HILLS OF WINDRIDGE A2A GP INC., WINDRIDGE A2A DEVELOPMENTS, LLC, FOSSIL CREEK A2A GP INC., FOSSIL CREEK A2A DEVELOPMENTS, LCC, A2A DEVELOPMENTS INC., SERENE COUNTRY HOMES (CANADA) INC. and A2A CAPITAL SERVICES CANADA INC.
DOCUMENT	AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILES DAVISON LLP Barristers and Solicitors 900, 517 – 10th Avenue S.W. Calgary, Alberta T2R 0A8 Attention: Daniel Jukes Telephone: (403) 298-0327 Facsimile: (403) 263-6840 djukes@milesdavison.com File: 57066 DKJ

AFFIDAVIT OF ALLAN WHITEFORD LIND
Sworn November 21, 2024

I, Allan Whiteford Lind, of the Republic of Singapore, MAKE OATH AND SAY THAT:

1. I am the Director of Hills of Windridge A2A GP Inc., Windridge A2A Developments, LLC, Fossil Creek A2A GP Inc., Fossil Creek A2A Developments Inc., and Serene Country Homes (Canada) Inc., and as such I have knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I do verily believe the same to be true.
2. I was shocked to find out about the CCAA Initial Order that was granted on November 14, 2024 with only 2-days notice and no opportunity for A2A to properly respond.

3. It was only after the first hearing when I was able to properly review the applicants' materials. I discovered that the application, and the granting of the CCAA Initial Order, was based on fundamental misunderstandings and mischaracterizations about the nature and structure of the investments and various other mis-stated information to paint a picture of A2A that is entirely untrue. To permit the CCAA Initial Order to proceed will cause financial harm and damages to the global investor class solely because a handful of Canadian investors, representing a tiny fraction of the investor class, misunderstand the investment product they bought.
4. Due to severe time restraints, this Affidavit is intended as an overview of my concerns and to demonstrate some of the key mischaracterizations or wrong information that was presented to the Court.
5. I believe the CCAA Initial Order should be stayed pending a more fulsome hearing so that A2A can properly and fully address the issues raised.
6. The following is a summary of some of my issues and concerns, with further elaboration of these points discussed later in my Affidavit:
 - a. I do not believe the applicants have proper standing to obtain a CCAA Initial Order against any of the respondents due to the nature of the investments.
 - b. I do not believe the Court has proper grounds to take jurisdiction over this matter. This is particularly true with respect to 2 projects in Texas (Windridge and Fossil Creek).
 - c. As will be noted below, the applicants represent a miniscule fraction of the total investments in these projects.
 - d. The subject A2A entities are not insolvent and do not have debts totaling \$5 million as purported by the applicants. The trusts that hold title to the Windridge and Fossil Creek lands do not have any debt that I am aware of.
 - e. The 'fraud' judgment the applicants point to in support of their insolvency assertion was a default judgment obtained without a response from the defendants in that action. No steps were taken to set aside the default judgment because it was directed towards A2A entities that are no longer active or necessary or were single-purpose entities with no assets or ongoing business, and it has no impact on the projects. It is in essence a worthless judgment that creates no exposure for any of A2A's projects. The suggestion by the Applicants that this judgment is encumbering title to the Windridge Lands is false.
 - f. The other two proceedings against A2A entities that the applicants point to in support of their insolvency assertion were both resolved in A2A's favour.

- g. The purported \$1.3 million liability to bond holders that the applicants point to in support of their insolvency assertion is not an actual liability and A2A does not owe this money to the bond holders.
- h. The purported \$12,000 property tax liability was paid to the subject municipality prior to these proceedings.
- i. The subject Offering Memoranda for the projects at issue clearly state that there are no reporting obligations to the investors due to the nature of the investments.
- j. There are no material governance issues as alleged by the applicants. These investments are long term holds with a view to selling the properties to developers at a profit when zoning and market conditions permit. As with all real estate developments, there are inherent risks.
- k. The Fossil Creek project in Texas was recently sold at fair market value to an arm's length purchaser, and the proceeds are to be sent to the Undivided Fractional Interest ("UFI") holders imminently. It is sensible to complete that transfer to the UFI holders to conclude that investment.
- l. The Windridge project in Texas is currently being marketed for sale and negotiations have commenced with a large publicly traded developer in the US. These proceedings are likely to jeopardize that potential sale which would cause actual harm and prejudice to the global group of 1,796 UFI holders. As will be explained further below in my Affidavit, the Applicants are not UFI holders and their ultimate beneficial interest constitutes about 0.1% of total investment in Windridge.
- m. The Angus project in Ontario is currently subject to negotiations to be sold for fair market value to one of the largest developers in Southwest Ontario. This is an arm's length transaction, and my understanding is that the realtor involved (George Chambers of Royal LePage Commercial) will be providing a separate Affidavit with additional details on this transaction.
- n. Permitting the monitor process or any receivership to proceed with respect to the projects will significantly erode the returns to the global UFI holders. To my knowledge, the other UFI holders have not been properly served with these proceedings, despite the massive impact these proceedings may have on their financial position.
- o. The applicants' actions and the CCAA Initial Order are in my view complete overkill in this situation and only serve to siphon substantial amounts of money away to unnecessary professional fees.

- p. There are other sensible low-cost ways to provide the applicants with whatever transparency they are requesting without causing harm to the entire class of global UFI holders (who are not even parties to the proceedings).

Lack of Standing – Windridge and Fossil Creek

7. The Windridge and Fossil Creek properties in Texas are held by respective trusts which hold thousands of UFIs. The beneficiaries of these trusts are the thousands of UFI holders, and none of the Applicants are UFI holders.
8. Illustrations of the basic structure of the Fossil Creek project and Windridge project are attached hereto and marked respectively as **Exhibits “A” and “B”**.
9. With respect to Canadian investors, the basic structure was to sell units in a Canadian trust, which in turn held limited interests in the actual UFI holder. The effect of this was to aggregate the Canadian investors under a single UFI Holder. More specifically:
 - a. With respect to Fossil Creek, Canadian investors purchased units in a trust (Fossil Creek A2A Trust). However, it is not Fossil Creek A2A Trust that is the UFI holder. Rather, Fossil Creek A2A Trust is a limited partner in a limited partnership (Fossil Creek A2A Limited Partnership). It is Fossil Creek A2A Limited Partnership that is the UFI holder.
 - b. Similarly with Windridge, Canadian investors took units in an Ontario trust (Hills of Windridge A2A Trust) which is the limited partner in Hills of Windridge A2A LP, which is the UFI Holder.
10. These Canadian trusts that the investors purchased units in should not be confused with foreign trusts that hold the actual properties, in which the UFI holders are the beneficiaries. The relationship of the UFI beneficiaries is governed by trust agreements amongst the UFI holders. Attached hereto and marked respectively as **Exhibits “C” and “D”** are copies of the foreign trust agreements (collectively, the “Sales Trust Agreements”) with respect to the Fossil Creek and Windridge projects.
11. What this means with respect to Windridge and Fossil Creek is the Applicants merely have fractional interests in a trust, which is in turn a limited partner in a limited partnership. That limited partner is then one of 604 UFI holders (in the case of Fossil Creek) or one of 1,796 UFI holders (in the case of Windridge) that are the beneficiaries of the foreign trust which holds the land.
12. This is problematic because the UFI holders are governed by the Sales Trust Agreements which require collective action by the UFI holders. Our position has always been that a single UFI holder does not have standing to take action individually, as that would subvert the Sales Trust Agreement.
13. In this case, individual investors, who are several steps removed from the trust, have sought relief that impacts other beneficiaries of foreign trusts in which the Applicants are not even beneficiaries.

14. Further, given that these individual Canadian investors are several steps removed from the entities holding the Windridge and Fossil Creek Properties and the UFIs in those properties, our position is that such an arrangement falls outside the scope of the CCAA legislation, which is intended to protect creditors of corporations in Canada. The applicants are not creditors and the investments they made are not held by Canadian corporations.

Lack of Jurisdiction

15. The connection of Alberta to any of the subject matter of this litigation strikes me as tenuous. I note the following:

- a. Only 1 of the 5 Applicants is from Alberta (Isabelle Brousseau of St. Paul, Alberta).
- b. None of the lands in question are located in Alberta.
- c. The vast majority of the UFI holders are not in Alberta. There is only a single UFI holder located in Canada for each project (or possibly 2 in the case of the Angus Manor project), as the Canadian investors were aggregated within particular trusts which then hold a limited partnership interest in the UFI holder.
- d. While some of the respondents were incorporated in Alberta, there is little to no evidence of carrying on business in Alberta or any actual residence of the Directors in Alberta.
- e. Some of these Alberta entities were established many years ago and have no active business or significant role in the projects. It should be noted that:
 - i. Although Fossil Creek A2A Trust was established in Alberta, it was merely a vehicle used to aggregate Canadian investors at the investment stage. It has no active business operations or role in the management or development of the projects. Similarly, Fossil Creek A2A Limited Partnership merely holds a UFI – it has no active operations or role in the management or development of the project.
 - ii. With respect to the AMP Alberta companies, again they were essentially just set up to hold UFIs through Angus Manor Park A2A Limited Partnership and Angus A2A Limited Partnership. They have no business operations or any role in the management or development of the land.

16. I believe the connection to Alberta is particularly tenuous with respect to Windridge and Fossil Creek, in which Canadian Investors are a tiny fraction of the overall investment. It is my understanding that the US-based respondents do not attorn to the jurisdiction of the Alberta court in this proceeding, and wish to challenge jurisdiction.

17. To give some perspective on this point, I note the following illustration using Windridge figures:
- a. According to the Affidavit of Paul Lauzon, he sold \$45,500 in \$100 units to five (5) purchasers in the Windridge project.
 - b. I understand there were 21,615 trust units sold for a total of \$2,161,500.

- c. The Canadian UFI holder, Hills of Windridge A2A LP, purchased 209 UFI units out of 4,412 total UFI units.
 - d. The investors listed in Mr. Lauzon's Affidavit are all the Applicant Investors in the Windridge project, they collectively represent: 455/21,615 (2.1%) of the Canadian LP Units.
 - e. In turn, the Canadian LP represents 209/4,412 (4.73%) of the UFI Units.
18. Therefore, the investors that Mr. Lauzon references represent 2.1% of less than 4.75% of the total Windridge investment or roughly 0.1% of the total investment. Put another way, a group of Canadian investors comprised of one tenth of 1 percent of the investors is attempting to take control over the entire project in Texas that was funded almost exclusively with investors outside of Canada.
19. Even if we looked at the total of all the Canadian investors (about \$2MM of the \$44MM), they only represent around 5% of the total investment. Canada was not the focus of this transaction, and the American A2A entities are of the position that the Canadian Court does not have jurisdiction to make the Order sought by the Monitor, namely removing Dirk Foo as Trustee of the foreign trusts which hold the lands in Texas.
20. Accordingly, I believe the CCAA Initial Order must be completely stayed against any US-based A2A entities pending a full hearing on jurisdiction.
21. By asserting jurisdiction over the A2A projects, the Court is effectively taking jurisdiction over not only the relevant companies, but all the other UFI holders. There is no real and substantial connection between Alberta and the other UFI holders. Further, to the best of my knowledge, no notice has been given to the UFI's whose rights are being affected as a result of the Alberta Court taking jurisdiction.

Subject A2A Entities are Not Insolvent and do not meet \$5m threshold

22. I believe the Applicants have relied on erroneous information and that there is not any evidence in support of the assertion that A2A is insolvent or that it has debts of at least \$5 million or that it is unable to meet its commitments.
23. The Applicants point to a default judgment from 2020 in Texas for \$3.8M USD which was against several A2A entities that are inactive or do not have assets. The default judgment was not challenged as it did not pose a risk to any active A2A entities and we did not want to respond and point out their errors or waste time and money responding to a frivolous lawsuit that was dead on arrival.
24. In my view, this judgment is worthless and to my knowledge has never been acted upon by the plaintiffs therein. It does not affect title to the Windridge property and this has been confirmed by vigorous title reviews in relation to the ongoing negotiations to sell the Windridge property, which is currently the subject of sale negotiations with a large publicly traded developer who is interested

in purchasing the property for fair market value. Windridge A2A Developments, LLC is the only respondent named in the default judgment. That entity has no ownership interest of any kind in the Windridge project.

25. The Applicants then point to litigation from 2018 in Tarrant District Texas with respect to Windridge. The A2A defendants brought a summary judgment motion in this case and were successful in having it dismissed on various grounds and were awarded costs of \$60,000 USD. Attached hereto and marked as **Exhibit “E”** is the judgment and costs award.
26. The applicants then point to litigation from 2024 in Northern District Texas with respect to Windridge. Again, this lawsuit was dismissed by way of final judgment on July 25, 2024. Attached at **Exhibit “F”** is the judgment.
27. The applicants also note a purported debt to Bond Investors of at least \$1.3m pursuant to bonds acquired under the Second Angus Offering Memorandum (“Second Angus OM”) (Exhibit 22 of the Edwards Affidavit). I am advised by Grayson Ambrose and Joe Attrux, and do verily believe, that the bond/interest feature was included on the advice from securities industry experts to make them eligible for RRSP investing. While interest would accrue on the bonds, the understanding was that the interest did not have to be paid annually, except at the discretion of the issuer, and that the recourse of the bondholders would be limited as per the following passage from the Second Angus OM:

Limited Recourse

Recourse under the Bonds will be limited to the principal sum of the Bonds plus any unpaid and outstanding accrued interest thereon. There is no additional recourse by the Bondholder for any deficiency in value of the Bonds in the event of non-payment or default by the Corporation of redemption of the Bonds at maturity.

28. The applicants finally point to property taxes owing on Angus Manor property in the amount of \$12,977.22. The applicants fail to mention that these property taxes were paid prior to their proceeding. Attached at **Exhibit “G”** is proof of payment.

No Material Governance Issues Requiring Oversight

29. The applicants assert that there are governance issues because they have not received regular updates about the status of the subject development projects. However, these investment products were sold on the basis that they are long-term holds where it would potentially take many years for zoning and market conditions to permit the sale of the property at a substantial profit.
30. My understanding is that Grayson Ambrose has sworn or will be swearing an Affidavit that speaks to some of the general issues and challenges with the Angus Manor Park lands specifically.

31. The Offering Memoranda sent to Canadian investors contain various statements which limit the reporting requirements and which should have given the applicants a proper expectation about reporting, investment timelines and risks.
32. For instance, the Offering Memorandum for Fossil Creek A2A Trust (Exhibit 15 of the Edwards Affidavit) includes the following statements:
 - a. **This is a risky investment**
 - b. **The Trust is not a reporting issuer or equivalent in any jurisdiction.**
 - c. **Risk factors “Limited Control Over Fossil Creek Development”:** Even in the case of a Maximum Offering, the Trust will only indirectly hold 13.05% of the UFI. **As such, it will have limited control over the activities and decisions of Fossil Creek LP and Fossil Creek Developments, and, with respect to the Property, will be subject to the decisions of a majority of the Co-owners who will be Offshore Investors.**
 - d. **Distributions Not Guaranteed:** The return on an investment in the Units is not comparable to the return on an investment in a fixed income security. Cash distributions, including a return of a Unitholder’s original investment, are not guaranteed and the anticipated return on investment is based upon many performance assumptions. It is important for Subscribers to consider the particular risk factors that may affect the real estate investment markets generally and therefore the availability and stability of the distributions to Unitholders. See Item 8 - “Risk Factors” section of this Offering Memorandum for a more complete discussion of these risks and their potential consequences.
 - e. **Risks involved in the land development and homebuilding industry:** The land development and home building industry is cyclical and is significantly affected by changes in general and local economic and industrial conditions...**Fossil Creek Developments may have to sell homes at a loss or hold land inventory longer than planned. Inventory carrying costs can be significant and can result in a loss in anticipated profits.**
 - f. **ITEM 9 - REPORTING OBLIGATIONS:** The Trust is not, and currently has no intention of becoming, subject to continuous reporting and disclosure obligations which the securities legislation in any province or territory of Canada would require of a “reporting issuer” as defined in such legislation. **There is, therefore, no statutory requirement that the Trust make disclosure of its affairs, including, without limitation, the prompt notification of material changes by way of press releases and formal filings or the preparation of quarterly unaudited financial statements.** Pursuant to the Declaration of Trust, the Trust has agreed to provide annual audited financial statements.


33. The Offering Memoranda for Hills of Windridge A2A Trust (Exhibit 29 of the Edwards Affidavit) has essentially the same language and warnings as above.

Status of the Projects and Potential Prejudice

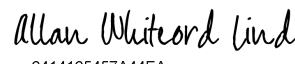
34. I understand that Grayson Ambrose has or will be swearing an Affidavit with respect to the status of the Angus Manor project.
35. As noted in the summary earlier in my Affidavit, the Fossil Creek lands have already sold. The property was sold to Bloomfield Homes L.P. on September 27, 2024. The involvement of the Monitor will merely delay distribution to UFI holders at a very high cost to them.
36. With respect to the Windridge project, there are currently ongoing negotiations to sell the lands to one of the largest home builders in the United States. I am extremely worried that the spectre of insolvency proceedings will cause this buyer to walk away from the ongoing negotiations, or possibly offer less for the property in the belief that it is a “distressed sale”. The purchaser in question is at arm’s length and was introduced by way of a commercial broker that marketed the property.
37. 1. In any event, the applicants and any other Canadian investors of that same class have no direct voting rights with respect to any proposed sale of the subject properties, and this was clearly laid out in the OM’s so they certainly should not be permitted to upend sale agreements and ongoing negotiations via a CCAA proceeding that is founded on hearsay and misinformation. Only the UFI holders can vote on these matters and the applicants merely bought shares in a trust that holds a minority stake in a single UFI. The applicants are improperly using the CCAA proceeding to give themselves powers they never had as a subordinate investor class to interfere with and override the will of the collective class of UFI holders, which is mostly investors outside of Canada. Not only does this violate basic principles of fairness to the global investor class and UFI holders, but it will also do more harm than good.
38. I swear this Affidavit in support of a stay of the Initial Order and adjournment of the Monitor’s comeback Application pending an Application to set aside or vary the Initial Order.

DECLARED BEFORE ME, by audio-visual communication technology via Zoom on November 21, 2024

With the commissioner being in the City of Markham, Province of Ontario during the video conference with the deponent being in the Republic of Singapore during the video conference

DocuSigned by:

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Commissioner for Taking Affidavits
(or as may be)

Signed by:

6414165457A44EA...

(signature of deponent)
Allan Whiteford Lind

RCP-E 4D (February 1, 2021)

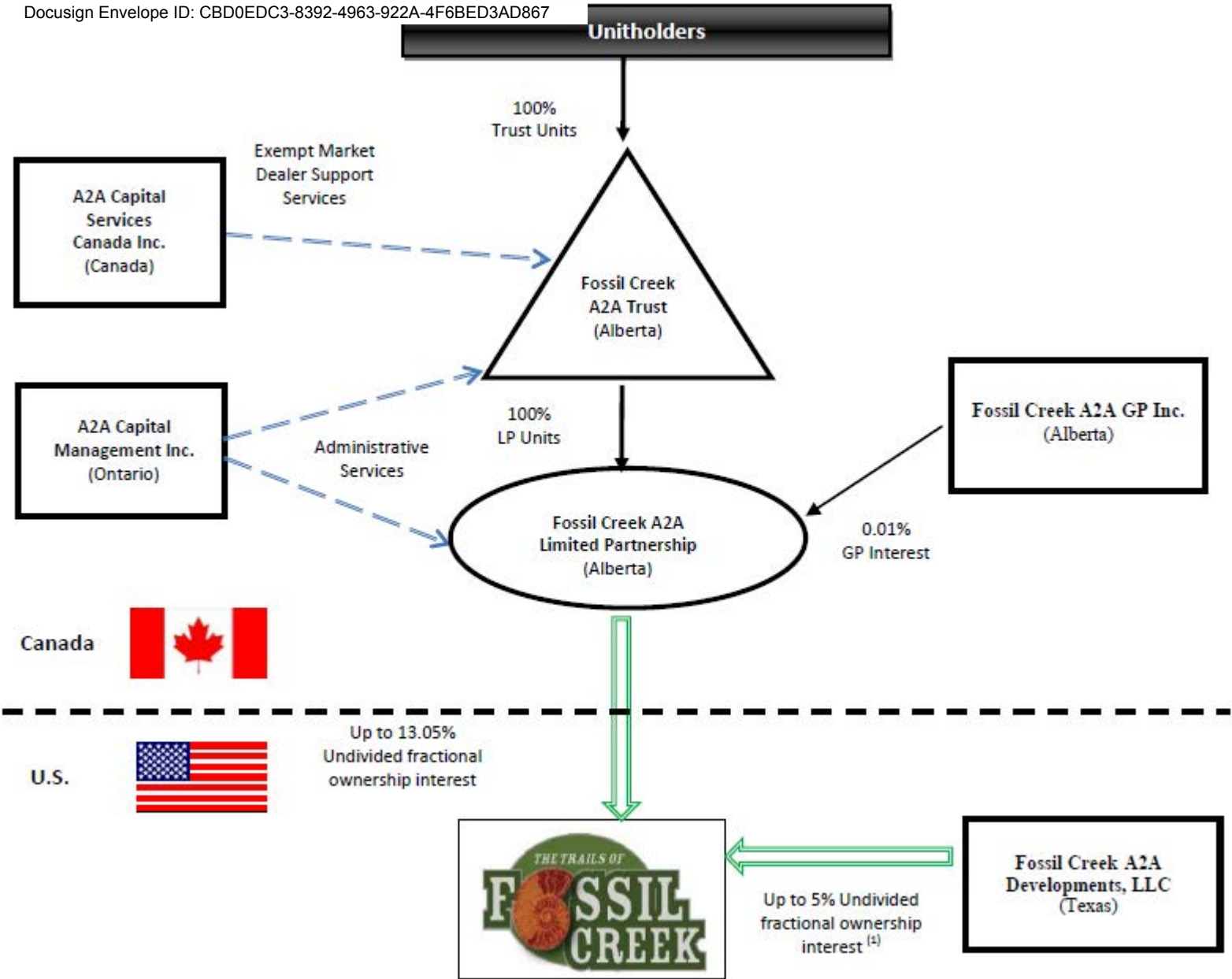
*Via Video Conferencing
* Executed pursuant to the *Electronic Commerce Act*

This is Exhibit “A” referred to in the Affidavit of Allan Whiteford
Lind, sworn on November 21, 2024


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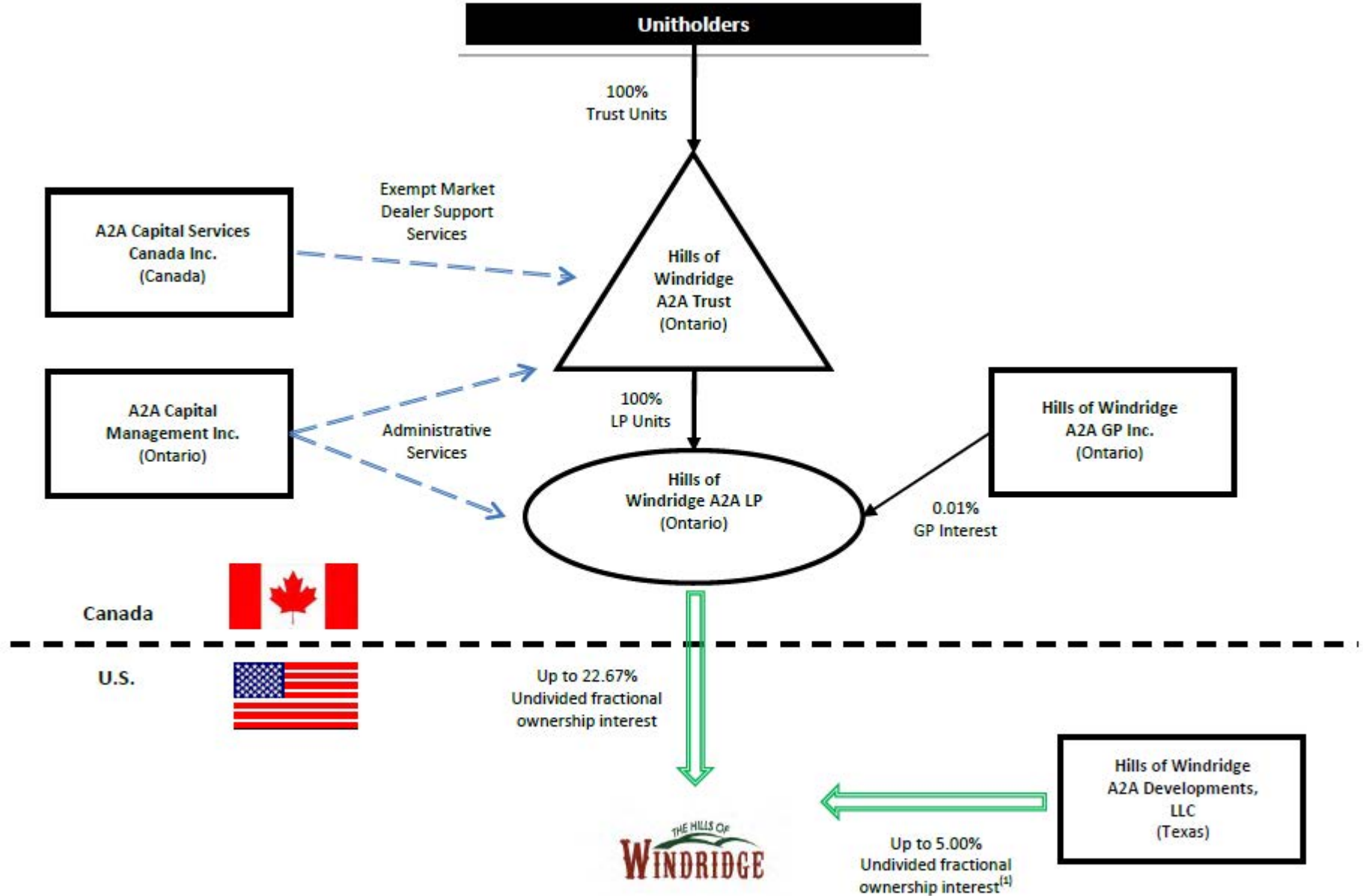
Commissioner for Taking Affidavits (or as may be)



This is Exhibit “B” referred to in the Affidavit of Allan Whiteford
Lind, sworn on November 21, 2024

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Commissioner for Taking Affidavits (or as may be)



Note:
⁽¹⁾

Windridge Developments acquired a 100% ownership interest in the Property on September 20, 2012 for approximately U.S.\$5,000,000. Windridge Developments may, but is not obligated to, retain up to 220 of the UFIs (5%), and intends to sell the balance of the UFIs not acquired by Windridge LP (or retained by Windridge Developments) to individuals resident outside of North America (primarily Asia) (the "Offshore Investors"). As of May 6, 2013, a total of 2,450 UFIs (55.5%) had been sold to Offshore Investors at a price of U.S.\$10,000 per UFI for total proceeds of U.S.\$24,500,000.

This is Exhibit “C” referred to in the Affidavit of Allan Whiteford
Lind, sworn on November 21, 2024

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Commissioner for Taking Affidavits (or as may be)

LEGAL TITLE OWNERSHIP:
UFI UIN: FC-0793,FC-0794,FC-0795**FOSSIL CREEK TRUST (SALES TRUST)****REVOCABLE TRUST AGREEMENT**

THIS TRUST AGREEMENT (this "**Agreement**") is made and entered into by each and every Settlor whose signature is affixed hereto (the "**Settlers**") and **FOO TIANG MENG DIRK ROBERT** (the "**Trustee**"). The trust established by this Agreement (the "**Trust**") shall be known as **FOSSIL CREEK Trust**.

WHEREAS, Settlers are the owners of undivided tenant-in-common interests in certain real property located in Tarrant County, Texas (the "**Property**");

WHEREAS, in conjunction with the Settlers' purchase of the Property, Settlers executed a certain Restrictive Covenant instrument dated 24 OCTOBER, 2013, duly recorded in the Official Records, Tarrant County, Texas ("**Restrictive Covenant**");

WHEREAS, pursuant to the terms of the Restrictive Covenant, the Property and the Purchased Properties (as that term is defined in the Restrictive Covenant) may be sold upon the Facilitator's (as such term is defined in the Restrictive Covenant) presentation of an offer and the co-owners acceptance of the offer;

WHEREAS, in anticipation of the sale of the Property, Settlers conditionally executed Special Warranty Deeds in the favor of the Trustee for the Purchased Property (the "**Special Warranty Deeds**");

WHEREAS, Settlers entered into Escrow Agreements (the "**Escrow Agreements**") and placed the Special Warranty Deeds in the possession of an Escrow Agent (as that term is defined in the Escrow Agreement) until the fulfillment of all of the terms required for the sale of the Property according to the Restrictive Covenant;

WHEREAS, upon confirmation by the Facilitator that all requirements for the sale of the Property and the Purchased Properties according to the Restrictive Covenant have been satisfied, the Escrow Agent shall promptly deliver the Special Warranty Deeds to the Trustee;

AND WHEREAS, upon transfer of the title of the Purchased Property to the Trustee pursuant to the Special Warranty Deed, the Trustee shall hold the title to the Purchased Property in trust for and on behalf of the Settlor.

NOW, THEREFORE, it is agreed by and between the parties as follows:

LEGAL TITLE OWNERSHIP:
UFI UIN: FC-0793,FC-0794,FC-0795**ARTICLE ONE**
PURPOSE

The purpose of this Agreement is to establish the Trust to receive and convey real property on behalf of the Settlers and to distribute the Net Income (as defined by the Restrictive Covenant) from the sale of the real estate to the Beneficiaries, as those parties are identified herein.

ARTICLE TWO
TRUST PROPERTY

The Settlers may by instrument in writing transfer to the Trustee each of their undivided tenant-in-common interests in the Property and the Property shall be held, administered, sold and Net Income from the disposition of the Property distributed pursuant to this Trust as if originally included herein.

ARTICLE THREE
BENEFICIARIES

Each Settlor shall be a Beneficiary of the Trust in proportion to the amount equal to their undivided tenant-in-common interest in the Property which is contributed to the Trust.

ARTICLE FOUR
TRUSTEE

Section A. Appointment of Trustees. The Trustee shall at all times be a Non-U.S. Person. The initial Trustee shall be FOO TIANG MENG DIRK ROBERT.

Section B. Removal of Trustee. Settlers hereby retain the power, exercisable at any time and from time to time to: remove any Trustee of the Trust and replace such Trustee with another qualified, individual Non-U.S. Person.

Section C. Resignations. The Trustee may resign as the Trustee of the Trust at any time by delivering an executed written instrument to that effect to the Settlers and Facilitator. A determination that the Trustee has become disabled, as certified in writing by two licensed physicians attending the Trustee, at least one of whom is properly accredited by the governing organization in the jurisdiction where the Trustee is resident in the specialty most closely associated with the alleged disability, shall constitute that individual's immediate resignation as a Trustee, without any further act.

Section D. Powers of Successor Trustee. In the event of a removal or resignation of a Trustee, the Settlers shall by majority vote appoint a Successor Trustee. Each Successor Trustee must be a Non-U.S. Person and shall have all rights and discretions which are granted to the original Trustee. No Trustee shall be responsible for any act or omission of any other Trustee. No successor or

LEGAL TITLE OWNERSHIP:
UFI UIN: FC-0793,FC-0794,FC-0795

additional Trustee shall incur any liability as a result of qualifying as a Trustee before receiving an account of the previous administration of the Trust.

Section E. Waiver of Bond. No Trustee or successor Trustee shall be required to give any bond or security in any court as otherwise required by the law of any jurisdiction to which the Trust is subject.

Section F. Exoneration. Any decision of the Trustee with respect to the exercise or non-exercise of any discretionary power or the time or manner of the exercise thereof, made in good faith, shall fully protect the Trustee and be binding upon all persons interested in the Trust. The Trustee shall not be liable for acts or omissions in administering the Trust, except that each Trustee shall be liable for his or her own actual fraud, gross negligence, or willful misconduct.

Section G. Indemnification. Each Trustee shall be (i) indemnified and held harmless by the Trust to the full extent of the assets thereof, with respect to any liability incurred by him or her in his or her capacity as Trustee, and (ii) entitled to reimbursement with respect to any expense, including legal fees, incurred by her or him in connection with the administration of the Trust, provided, such liability or expense is not attributable to the actual fraud, gross negligence or willful misconduct of such Trustee.

Section H. Compensation. Each Trustee of the Trust may be paid fair and reasonable compensation for services performed hereunder. A Trustee who is a practicing attorney, accountant or other professional may be compensated by reference to his or her customary hourly rates for rendering such professional services. A Trustee may waive such compensation in whole or in part.

ARTICLE FIVE **DISTRIBUTION OF INCOME AND PRINCIPAL**

Upon funding of the Trust with the Property, the Trustee shall complete the sale of the property or portions thereof in accordance with the Restrictive Covenant and the instructions of the Facilitator. The Trustee shall hold any and all Net Income (as that term is defined in the Restrictive Covenant) in trust for the Beneficiaries and shall make distributions of the Net Income to the Beneficiaries in accordance with the Restrictive Covenant and in proportion to each beneficiaries' interest in the Trust.

ARTICLE SIX **REVOCABILITY**

Settlers may revoke this Trust in whole or in part, and may amend this Agreement from time to time in any respect, by a written instrument, signed and delivered to the Trustee.

LEGAL TITLE OWNERSHIP:
UFI UIN: FC-0793,FC-0794,FC-0795**ARTICLE SEVEN**
TERMINATION

Upon the sale or other disposition of all the Property, this Trust shall terminate and the Trustee shall distribute all remaining Net Income from such sale or other disposition of the Property to the Beneficiaries in accordance with the Restrictive Covenant and the Facilitator's instructions.

ARTICLE EIGHT
RECORDS AND ACCOUNTS

The Trustee shall keep accurate records concerning the Trust. To the extent permitted by law, the Trustee shall be excused from any duty to render annual or other periodic accounts to Settlor or any other beneficiary or any court having jurisdiction over any trust being administered hereunder.

ARTICLE NINE
TRUSTEE POWERS

In addition to the powers vested in trustees by law, each Trustee is granted the following powers:

Section A. Real Estate. To sell, develop, operate, maintain, repair, renovate, alter, or improve, any improvements on the Property; to dedicate to public use, adjust boundaries, or partition the Property; to make leases and subleases of the Property for terms of any length, even though the terms may extend beyond the termination of the trust; to renew, modify, or extend leases and subleases of the Property; to grant options to any person to lease or sublease and to renew leases and subleases for any period, regardless of whether any consideration is received for the grant; to negotiate and execute any and all leases, agreements to lease or other occupancy or tenancy agreements or legally binding and enforceable letters of interest or offers to lease relating to the whole or any part or parts of the Property and all existing or future licenses or concessions whereby any person is given the right to use or occupy the Property or any part thereof, including, without limitation, all modifications, extensions, amendments, renewals or replacements thereof which may be effected or entered into from time to time; to subdivide the Property, grant easements, give consents, and make contracts relating to the Property or its use; to release or dedicate any interest in the Property; to apply for any administrative, legislative or judicial actions which may be required or appropriate for land use purposes; to negotiate and execute all documents, and take all steps and do all things, as may be necessary, to facilitate any development and/or redevelopment of the whole or any part or parts of the Property, including, without limitation, entering into any development, servicing and/or site plan agreements or similar documents with appropriate authorities respecting the whole or any part or parts of the Property, and any modifications, extensions, amendments, renewals or replacements thereof, which may be effected or entered into from time to time, and enter into any applications to appropriate authorities or appeals related thereto; to execute all instruments, easements, rights in the nature of an easement, deeds, agreements, undertakings, applications, appeals and similar or related

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documents respecting site plan approval, the issuance of building permits, or any rezoning or official plan amendment relating to the whole or any part or parts of the Property as may be necessary to facilitate any development and/or redevelopment of the whole or any part or parts of the Property;

Section B. Allocation. To reasonably determine, when there is doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or of other assets should be credited to income or to principal, and which disbursements and other charges should be debited to income or to principal; all partnership distributions shall be deemed to be income except distributions from sales or re-financings or additional capital contributions;

Section C. Title. To record trust assets in the name of the Trustee or in such manner that title will pass by delivery;

Section D. Claims. To collect, pay, contest, compromise, or abandon demands or claims of or against the Property;

Section E. Agents. To employ attorneys, auditors, investment counselors, proxies, and agents, with or without discretionary powers; and to compensate them from the trust assets;

Section F. Self-Dealing. To act or refrain from acting with respect to any business or other asset in the trust in all respects, regardless of the existence of any conflict of interests between any Trustee and the Trust and regardless of any connection or investment which any Trustee may have with any business or other asset in the Trust;

Section G. Delegation. To delegate revocably to another Trustee, if there is one, any administrative rights and discretions granted in this Agreement, including the power to sign checks, the power to give orders for the purchase and sale of assets, and the power to have custody of the Property; to delegate revocably, by power of attorney or otherwise, to any other appropriate person any ministerial duties in connection with the rights and discretions granted in this Agreement; *provided, however*, no discretion to distribute trust income or principal may be delegated;

Section H. Continuing Power. To exercise all power, authority, and discretion after termination of any trust until the same is fully distributed;

Section I. Tax Elections. To enter into agreements with appropriate governmental authorities and make such elections and exercise such options as may be available on income tax returns, all in such manner as the Trustees determine is most advisable, without being required to make any adjustment between income and principal or beneficial interests; and

Section J. Generally. To do any and all acts and things and to execute any and all written documents with respect to the Property which the Trustee would be entitled to do were such assets owned absolutely by the Trustee.

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ARTICLE TEN
VESTING OF INTERESTS

If any person is entitled to a benefit under the Trust as a survivor of any person, including a Settlor, and if such beneficiary dies within 30 days of such person, it shall be conclusively presumed for purposes of such trust that such beneficiary predeceased that person.

ARTICLE ELEVEN
CONSTRUCTION PROVISIONS

Section A. Definitions.

- (i). **Distribute.** "Distribute" means "pay to or apply for the benefit of."
- (ii). **Non-U.S. Person.** A "Non-U.S. Person" is a person who is not a United States Person within the meaning under Section 7701(a)(30) of the U.S. Internal Revenue Code or Rule 902 of the United States Securities Act of 1933, as amended.

Section B. Applicable Law. With respect to the Trust, the applicable provisions of this Agreement shall in all respects be construed and interpreted according to the laws of the State of Texas. This Section shall not limit any of the powers of the Trustees or prevent the Trustees from investing in properties, real or personal, located outside the State of Texas.

Section C. Multiple Counterparts. For convenience of the parties, this Agreement may be executed in multiple counterparts, any one of which shall be deemed to be an original instrument.

Section D. Headings. The headings, titles, and subtitles in this Agreement have been inserted solely for convenient reference, and shall be ignored in its construction.

Section E. References. A reference to a paragraph without identifying the Section and Article in which it appears is to a paragraph of the same Section and Article in which the reference appears. A reference to a Section without identifying the Article in which it appears is to the same Article in which the reference appears.

Section F. Gender and Number. Wherever the context requires, the feminine shall be substituted for the masculine, singular for plural, and vice versa.

Section G. Written Instruments. Notwithstanding any other provision of this Agreement, if exercising any power or taking any other action hereunder by Settlers, a Trustee or a Beneficiary can only be accomplished or evidenced by executing a written instrument, a fully executed copy of such written instrument must be delivered to the Facilitator within 10 days of the date of its execution.

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IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first above written. The Trustee, by joining in the execution of this trust agreement, signifies acceptance of the trust.

WITNESS:



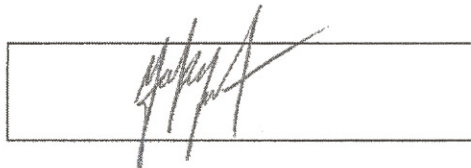
Witness Signature

LIM YONG SENG

Print Name of Witness

Date: 10 DEC 2013

SETTLOR:



KENG KIT YEO

Date: 10 DEC 2013


TRUSTEE:

FOO TIANG MENG DIRK ROBERT
TRUSTEE of the FOSSIL CREEK TRUST

Date: _____

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This is Exhibit “D” referred to in the Affidavit of Allan Whiteford
Lind, sworn on November 21, 2024

DocuSigned by:

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Commissioner for Taking Affidavits (or as may be)

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LEGAL TITLE OWNERSHIP:

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THOW-2467, THOW-2468, THOW-2469, THOW-2470, THOW-2471, THOW-2472**REVOCABLE TRUST AGREEMENT (PURCHASE)**

THIS TRUST AGREEMENT (this "Agreement") is made and entered into at
SINGAPORE on 25 MARCH, 2013 by
WEE LEE LIM (the "Settlor" and the
 "Trustee"). The trust established by this Agreement (the "Trust") shall be known as
WEE LEE LIM **Revocable Trust.**

Settlor hereby transfers to the Trustee a 15/4412 undivided tenant-in-common interest in the real property described on Exhibit "A" attached hereto (the "Property"). The Trustee acknowledges receipt of the Property and agrees to hold the Property and any proceeds from the sale or disposition thereof, in trust, for the following purposes and under the following terms and conditions:

ARTICLE ONE**REVOCABILITY; ADOPTION OF PROPERTY PURCHASE & SALE AGREEMENTS**

Section A. Revocability. Settlor may revoke this Trust in whole or in part, and may amend this Agreement from time to time in any respect, by a written instrument, signed and delivered to the Trustee during Settlor's lifetime. In addition, Settlor may amend the persons named under Article Three that would become the beneficiary of any Successor Trust (as defined under Article Four hereof) established following Settlor's death if they survive Settlor by completing, signing and dating a written beneficiary designation, in the form attached hereto as Exhibit "B" (a "Beneficiary Designation Form"), and delivering it to the Trustee. If Settlor delivers more than one written Beneficiary Designation Form to the Trustee, the Beneficiary Designation Form with the latest date will be the most recent amendment to this Agreement.

Section B. Adoption of Property Purchase and Sale Agreements. It is Settlor's intention that (i) this Trust and each Successor Trust established in accordance with the provisions hereunder be bound by the Agreement of Purchase and Sale entered into between Settlor and Windridge A2A Developments, LLC, a Texas limited liability company, on or about the date hereof, as well as the agreements referenced in that Agreement of Purchase and Sale (collectively, the "P&S Agreements"), (ii) this Trust and any trust established in accordance with the provisions hereunder assume all of Settlor's obligations under that P & S Agreements, and (iii) the Trustee execute a counterpart of the P & S Agreements, or whatever other documents Windridge A2A Developments, LLC requires, to cause this Trust and any trust established in accordance with the provisions hereunder to be bound by and to assume Settlor's obligations under the P & S Agreements.

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THOW-2467,THOW-2468,THOW-2469,THOW-2470,THOW-2471,THOW-2472**ARTICLE TWO
LIFETIME PROVISIONS**

Section A. Prior to the Disposition of the Property. During Settlor's lifetime, the Trustee shall pay all of the net income of the Trust to Settlor, at least annually. The Trustee shall distribute such portions or all of the principal of the Trust to Settlor as Settlor may from time to time direct.

Section B. Following the Disposition of the Property. Upon the sale or other disposition of the Property, this Trust shall terminate and the Trustee shall distribute the net proceeds from such sale or other disposition of the Property to Settlor.

**ARTICLE THREE
PROVISIONS FOLLOWING SETTLOR'S DEATH**

Section A. Primary Disposition of Trust Assets. If 1st Named Beneficiary, 2nd Named Beneficiary or 3rd Named Beneficiary survives Settlor, the Trustee shall distribute any undistributed net income of the Trust to, and retain the Property in a Successor Trust for the benefit of, 1st Named Beneficiary, or if 1st Named Beneficiary does not survive Settlor, 2nd Named Beneficiary, or if 2nd Named Beneficiary does not survive Settlor, 3rd Named Beneficiary, and hold and administer the Property in accordance with the provisions under Article Four, Section A.

Section B. Default Disposition of Trust Assets. If none of the group consisting of 1st Named Beneficiary, 2nd Named Beneficiary and 3rd Named Beneficiary survives Settlor, the Trustee shall distribute the Property and any undistributed net income therefrom to Settlor's estate, or if none then exists, to the takers of Settlor's estate, as determined in accordance with the laws of Settlor's domicile at the time of Settlor's death, outright and free of further trust.

**ARTICLE FOUR
TRUST PROVISIONS**

Section A. Successor Trust. The Trustees shall hold and administer the Property, which the Trustee is directed to retain in a Successor Trust in accordance with the provisions of this Section A for the benefit of the person named under Article Three, Section A (hereinafter referred to as the "Beneficiary"), as hereinafter provided:

1. **Income and Principal.** The Trustee shall distribute all of the net income of the Successor Trust to the Beneficiary, at least annually. The Trustee shall distribute such portions or all of the principal of the Successor Trust to the Beneficiary as the Beneficiary may from time to time direct.

2. **Revocability.** Following the establishment of this Successor Trust, the Beneficiary may revoke this Successor Trust, in whole or in part, and may amend this

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Agreement from time to time in any respect, by a written instrument, signed and delivered to the Trustee during the Beneficiary's lifetime. In addition, the Beneficiary may amend the persons named under this Section that would become the beneficiary of the Successor Trust established for the Beneficiary following Settlor's death if they survive the Beneficiary by completing, signing and dating a written Beneficiary Designation Form for the Successor Trust, in the form attached hereto as Exhibit "C", and delivering it to the Trustee. Any such written Beneficiary Designation Form for the Successor Trust executed and dated by the Beneficiary after Settlor's death shall revoke any written Beneficiary Designation Form executed and dated by Settlor. If the Beneficiary delivers more than one written Beneficiary Designation Form for the Successor Trust to the Trustee, the Beneficiary Designation Form for the Successor Trust with the latest date will be the most recent amendment to this Agreement.

3. Termination and Disposition. Upon the sale or other disposition of the Property, this Successor Trust shall terminate and the Trustee shall distribute the net proceeds from such sale or other disposition of the Property to the Beneficiary. If the Beneficiary dies prior to the termination of this Successor Trust, the Trustee shall distribute any undistributed net income of the Successor Trust to, and retain the Property in a Successor Trust for the benefit of, **2nd Named Beneficiary**, or if **2nd Named Beneficiary** is not then living, **3rd Named Beneficiary**, or if neither **2nd Named Beneficiary** nor **3rd Named Beneficiary** is then living, **4th Named Beneficiary**, and hold and administer the Property in accordance with the provisions under this Section A, or if **2nd Named Beneficiary**, **3rd Named Beneficiary** and **4th Named Beneficiary** are all not then living, the Trustee shall distribute the Property and any undistributed net income therefrom to the Beneficiary's estate, or if none then exists, to the takers of the Beneficiary's estate, as determined in accordance with the laws of the Beneficiary's domicile at the time of Settlor's death, outright and free of further trust.

Section B. Records and Accounts. The Trustee shall keep accurate records concerning each trust being administered hereunder. To the extent permitted by law, the Trustee shall be excused from any duty to render annual or other periodic accounts to Settlor or any other beneficiary or any court having jurisdiction over any trust being administered hereunder.

ARTICLE FIVE TRUSTEES

Section A. Appointment of Trustees.

1. For Initial Trust. If WEE LEE LIM

ceases to serve as the Trustee of the Trust for any reason, the successor Trustee shall be the person designated by Settlor to be the **1st Named Beneficiary** under Article Three, or if the **1st Named Beneficiary** fails to qualify or ceases to serve as the Trustee of the Trust for any reason or is not designated by Settlor, the person designated by Settlor to be the **2nd Named Beneficiary** under Article Three, or if the **2nd Named Beneficiary** fails

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to qualify or ceases to serve as the Trustee of the Trust for any reason or is not designated by Settlor, the person designated by Settlor to be the **3rd Named Beneficiary** under Article Three, or if the **3rd Named Beneficiary** fails to qualify or ceases to serve as the Trustee of the Trust for any reason or is not designated by Settlor, or any other successor Trustee fails to qualify or ceases to serve as the Trustee of the Trust for any reason, the successor Trustee shall be the individual Non-U.S. Person designated in a written instrument executed by the Facilitator.

2. **For a Successor Trust.** Each person who becomes the beneficiary of a Successor Trust established hereunder and administered in accordance with the provisions under Article Four, Section A (the "**Beneficiary**") shall serve as the Trustee of his or her Successor Trust. If any such Beneficiary fails to qualify or ceases to serve as the Trustee of his or her Successor Trust for any reason, the successor Trustee of such Beneficiary's Successor Trust shall be the first person named under Article Four, Section A(3) by the Beneficiary as the beneficiary of his or her Successor Trust who is an individual Non-U.S. Person and who is willing and able to serve as the successor Trustee, or if none, the successor Trustee of the Beneficiary's Successor Trust shall be the individual Non-U.S. Person designated in a written instrument executed by the Facilitator.

3. **Special Signatory Co-Trustee.** The Facilitator, is hereby granted the power, exercisable in accordance with the provisions below during the term of the Trust or any Successor Trust established hereunder, to appoint an individual Non-U.S. Person as a Special Signatory Co-Trustee to serve with any Trustee or Co-Trustees then serving as the Trustee or Co-Trustees of the Trust or any Successor Trust, by an executed written instrument filed among the trust documents and records and delivered to any Trustee or Co-Trustees then serving and any such designee. The sole power, authority and duty granted hereunder to any such Special Signatory Co-Trustee is to execute any deed or other instrument of conveyance necessary to carry out conveyance of the Property that is required to comply with the provisions of the P & S Agreements, including without limitation the execution of any deed or other instrument of conveyance required to complete the transfer of the Property upon the closing of any transaction. Except as specifically provided under this paragraph, the Special Signatory Co-Trustee shall have no other powers, rights, authority, responsibilities, duties or liabilities granted to or imposed on Trustees under this Agreement or under law.

4. **Power to Bind.** If there is more than one Trustee acting hereunder, any instrument to be executed on behalf of the Trustees, including any check issued by or to the order of the Trustees, or any deed or other instrument conveying or concerning real property, may be made, executed, signed, endorsed or delivered by one of the Trustees, and any person, firm or corporation, including any bank, may rely upon and shall be protected in relying upon the signature of any Trustee so signing with the same force and effect as though all Trustees had signed.

5. **Appointment Procedure.** Any appointment of a successor Trustee or Co-Trustee (i) may be executed in advance and revoked at any time before it becomes

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THOW-2467, THOW-2468, THOW-2469, THOW-2470, THOW-2471, THOW-2472

effective, and (ii) shall be evidenced by a written instrument acknowledged by the designee and filed among the records of the trust.

6. Removal of Trustee.

a. **By Settlor.** Settlor hereby retains the power, exercisable at any time and from time to time during Settlor's lifetime, to (i) remove any Trustee of the Trust or any Successor Trust established hereunder and replace such Trustee with another individual Non-U.S. Person, and (ii) revoke the removal power granted to the Facilitator, under Paragraph 6(c), below, by an executed written instrument filed among the trust documents and records, with a copy delivered to the Trustee and any such designee.

b. **By the Beneficiary of a Successor Trust.** In addition, the beneficiary of a Successor Trust established hereunder and administered in accordance with the provisions under Article Four, Section A (the "Beneficiary"), is hereby granted the power, exercisable at any time and from time to time during the Beneficiary's lifetime, to (i) remove any Trustee of the Successor Trust established hereunder for his or her benefit and replace such Trustee with another individual Non-U.S. Person, and (ii) revoke the removal power granted to the Facilitator, under Paragraph 6(c), below, with respect to the Successor Trust established hereunder for his or her benefit, by an executed written instrument filed among the trust documents and records, with a copy delivered to the Trustee and any such designee.

c. **By the Facilitator.** In addition, the Facilitator is hereby granted the power, exercisable at any time and from time to time during the term of the Trust or any Successor Trust established hereunder, subject to revocation by Settlor in accordance with the power retained by Settlor under Paragraph 6(a), above, and subject to revocation by the Beneficiary of a Successor Trust in accordance with the power granted to such Beneficiary under Paragraph 6(b), above, to remove any Trustee of the Trust or any Successor Trust established hereunder, other than any such Trustee appointed by Settlor in accordance with the power retained by Settlor under Paragraph 6(a), above, and other than any such Trustee appointed by the Beneficiary of a Successor Trust in accordance with the power granted to such Beneficiary under Paragraph 6(b), above, and to replace such Trustee with another individual Non-U.S. Person, by an executed written instrument filed among the trust documents and records, with a copy delivered to the Trustee and any such designee.

Section B. Determinations. Subject to Section A(3), if (i) there are two persons serving as the Co-Trustees of any trust being administered hereunder, they shall act by unanimous decision, or (ii) there are more than two persons serving as the Co-Trustees of any trust being administered hereunder, they shall act by majority decision; *provided, however, notwithstanding (i) and (ii),*
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above, whenever the Trustee is required to vote or otherwise act with respect to any decision concerning the Property in conjunction with the other owners of undivided interests in the real property in which the Trust or any Successor Trust being administered hereunder holds an undivided interest through its ownership of the Property, the Trustee shall vote or act as directed by Settlor, or if Settlor is not then living, by the Beneficiary of the Successor Trust that then owns the Property.

Section C. Resignations. Each Trustee may resign as the Trustee of any trust being administered hereunder at any time by delivering an executed written instrument to that effect to any Co-Trustee and the Facilitator. A determination that any individual Trustee has become disabled, as certified in writing by two licensed physicians attending the Trustee, at least one of whom is properly accredited by the governing organization in the jurisdiction where the Trustee is resident in the specialty most closely associated with the alleged disability, shall constitute that individual's immediate resignation as a Trustee, without any further act.

Section D. Powers of Successor Trustee. Each successor Trustee shall have all rights and discretions which are granted to the original Trustee. No Trustee shall be responsible for any act or omission of any other Trustee. No successor or additional Trustee shall incur any liability as a result of qualifying as a Trustee before receiving an account of the previous administration of the trust.

Section E. Waiver of Bond. No Trustee or successor Trustee shall be required to give any bond or security in any court as otherwise required by the law of any jurisdiction to which any trust being administered hereunder is subject.

Section F. Reliance. No person who deals with the Trustees shall be bound to see to the application of any asset delivered to the Trustees, or to inquire into the authority for, or propriety of, any action taken or not taken by the Trustees.

Section G. Exoneration. Any decision of the Trustees with respect to the exercise or nonexercise of any discretionary power or the time or manner of the exercise thereof, made in good faith, shall fully protect the Trustees and be binding upon all persons interested in any trust established by this Agreement. The Trustees shall not be liable for acts or omissions in administering a trust, except that each Trustee shall be liable for his or her own actual fraud, gross negligence, or willful misconduct.

Section H. Indemnification. Each Trustee shall be (i) indemnified and held harmless by the trust to the full extent of the assets thereof, with respect to any liability incurred by him or her in his or her capacity as Trustee, and (ii) entitled to reimbursement with respect to any expense, including legal fees, incurred by her or him in connection with the administration of any trust being administered hereunder, provided, such liability or expense is not attributable to the actual fraud, gross negligence or willful misconduct of such Trustee.

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Section I. Compensation. Each Trustee of the Trust and each Successor Trust established hereunder, other than any Special Signatory Co-Trustee appointed in accordance with Section A(3), who shall not be entitled to compensation, may be paid fair and reasonable compensation for services performed hereunder. A Trustee who is a practicing attorney, accountant or other professional may be compensated by reference to his or her customary hourly rates for rendering such professional services. A Trustee may waive such compensation in whole or in part.

Section J. Property Manager. Under the P & S Agreements (defined under Article One hereof), Settlor appointed Windridge A2A Developments, LLC, or its legal successor, as the manager and facilitator of the Property (the "Facilitator"), and it is Settlor's intention that the Trustees continue to abide by the provisions of the P & S Agreements concerning the Facilitator and that each Trustee delegate all of the powers vested in Trustees by law and in accordance with the provisions under Article Six to the Facilitator to allow it to effectively manage and operate the Property in accordance with the P & S Agreements.

ARTICLE SIX TRUSTEE POWERS AND PROVISIONS

Section A. Trustee Powers. In addition to the powers vested in trustees by law, each Trustee (other than any Special Signatory Trustee appointed hereunder) is granted the following powers:

1. **Retention.** To retain the Property indefinitely, even if the Property is of a character or size which, but for this express authority, would not be considered proper for trustees and regardless of any lack of diversification, risk, or nonproductivity;
2. **Investments.** To invest and reinvest trust income in any assets, including stocks of any class, bonds, (secured, unsecured, and convertible), notes, shares or interests in investment trusts, mutual funds, money market funds, and common trust funds, without being limited by any statute or rule of law concerning investments by fiduciaries;
3. **Real Estate.** To sell, develop, operate, maintain, repair, renovate, alter, demolish, improve, or remove any improvements on the Property; to dedicate to public use, adjust boundaries, or partition the Property; to make leases and subleases of the Property for terms of any length, even though the terms may extend beyond the termination of the trust; to renew, modify, or extend leases and subleases of the Property; to grant options to any person to lease or sublease and to renew leases and subleases for any period, regardless of whether any consideration is received for the grant; to negotiate and execute any and all leases, agreements to lease or other occupancy or tenancy agreements or legally binding and enforceable letters of interest or offers to lease relating to the whole or any part or parts of the Property and all existing or future licenses or concessions whereby any person is given the right to use or occupy the Property or any part thereof, including, without limitation, all modifications, extensions, amendments, renewals or replacements thereof which may be effected or entered into from time to time; to

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subdivide the Property, grant easements, give consents, and make contracts relating to the Property or its use; to release or dedicate any interest in the Property; to apply for any administrative, legislative or judicial actions which may be required or appropriate for land use purposes; to negotiate and execute all documents, and take all steps and do all things, as may be necessary, to facilitate any development and/or redevelopment of the whole or any part or parts of the Property, including, without limitation, entering into any development, servicing and/or site plan agreements or similar documents with appropriate authorities respecting the whole or any part or parts of the Property, and any modifications, extensions, amendments, renewals or replacements thereof, which may be effected or entered into from time to time, and enter into any applications to appropriate authorities or appeals related thereto; to execute all instruments, easements, rights in the nature of an easement, deeds, agreements, undertakings, applications, appeals and similar or related documents respecting site plan approval, the issuance of building permits, or any rezoning or official plan amendment relating to the whole or any part or parts of the Property as may be necessary to facilitate any development and/or redevelopment of the whole or any part or parts of the Property;

4. **Borrowings.** To borrow money for any fiduciary purpose, to renew, modify, extend, or refinance existing loans on similar or different terms and conditions;

5. **Allocation.** To reasonably determine, when there is doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or of other assets should be credited to income or to principal, and which disbursements and other charges should be debited to income or to principal; all partnership distributions shall be deemed to be income except distributions from sales or re-financings or additional capital contributions;

6. **Manner of Distribution.** To make distributions in cash or in kind or partly in each, without making pro rata distributions of specific assets and without the consent of any beneficiary, provided that distributions in kind shall be based on values at the time of distribution; the judgment of the Trustees concerning these values shall be binding and conclusive on all interested parties;

7. **Title.** To register trust assets in the name of a nominee or in such manner that title will pass by delivery;

8. **Claims.** To collect, pay, contest, compromise, or abandon demands or claims of or against the Property;

9. **Agents.** To employ attorneys, auditors, investment counselors, depositaries, proxies, and agents, with or without discretionary powers; and to compensate them from the trust assets;

10. **Self-Dealing.** To act or refrain from acting with respect to any business or other asset in the trust in all respects, regardless of the existence of any conflict of interests

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(85)

LEGAL TITLE OWNERSHIP:

UDI UIN: THOW-2345, THOW-2346, THOW-2347, THOW-2461, THOW-2462, THOW-2463, THOW-2464, THOW-2465, THOW-2466,
THOW-2467, THOW-2468, THOW-2469, THOW-2470, THOW-2471, THOW-2472

between any Trustee and the trust and regardless of any connection or investment which any Trustee may have with any business or other asset in the trust;

11. Delegation. To delegate revocably to another Trustee, if there is one, any administrative or investment rights and discretions granted in this Agreement, including the power to sign checks, the power to give orders for the purchase and sale of assets, and the power to have custody of the Property; to delegate revocably, by power of attorney or otherwise, to any other appropriate person any ministerial duties in connection with the rights and discretions granted in this Agreement; *provided, however*, no discretion to distribute trust income or principal may be delegated;

12. Continuing Power. To exercise all power, authority, and discretion after termination of any trust until the same is fully distributed;

13. Tax Elections. To enter into agreements with appropriate governmental authorities and make such elections and exercise such options as may be available on estate, gift, inheritance, generation-skipping transfer, or income tax returns, all in such manner as the Trustees determine is most advisable, without being required to make any adjustment between income and principal or beneficial interests; and

14. Generally. To do any and all acts and things and to execute any and all written documents with respect to the Property which the Trustees would be entitled to do were such assets owned absolutely by the Trustees.

Section B. Beneficiaries. In distributing trust assets to any beneficiary, the Trustees may pay those assets directly to the beneficiary. Alternatively, the Trustees have discretion to distribute trust assets for the beneficiary's benefit in any one or more of the following ways:

1. Distribution.

- a. To the beneficiary's natural or testamentary guardian;
- b. To a custodian for the beneficiary under the laws of either the legal jurisdiction in which the beneficiary or the custodian resides, or any other appropriate legal jurisdiction;
- c. To the committee, guardian, or conservator of a beneficiary for whom such a fiduciary is qualified and acting;
- d. To distribute assets to any person or institution who has the care, custody, or control of the beneficiary, or with whom, or at which, the beneficiary resides, for the beneficiary's sole and exclusive benefit;

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THOW-2467, THOW-2468, THOW-2469, THOW-2470, THOW-2471, THOW-2472

2. Deposits. To deposit assets in one or more accounts in the beneficiary's name with any brokerage firm, bank, savings bank, savings and loan association, or money market fund;

3. Direct Expenditures. To expend assets directly for the beneficiary's sole and exclusive benefit in any other manner, including paying the beneficiary's bills or guaranteeing and paying the beneficiary's obligations.

The receipt of any person described in this Section for assets distributed, or evidence of any expenditure made in accordance with this Section shall fully discharge the Trustees as to the distributed assets.

ARTICLE SEVEN VESTING OF INTERESTS

If any person is entitled to a benefit under the Trust or any Successor Trust as a survivor of any person, including Settlor, and if such beneficiary dies within 30 days of such person, it shall be conclusively presumed for purposes of such trust that such beneficiary predeceased that person.

ARTICLE EIGHT CONSTRUCTION PROVISIONS

Section A. Definitions.

1. Distribute. "Distribute" means "pay to or apply for the benefit of."

2. Non-U.S. Person. A "Non-U.S. Person" is a person who is not a United States Person within the meaning under Section 7701(a)(30) of the U.S. Internal Revenue Code or Rule 902 of the United States Securities Act of 1933, as amended.

3. Successor Trust. "Successor Trust" means each trust established under this Agreement with a beneficiary other than Settlor.

Section B. Applicable Law. With respect to the Trust and each Successor Trust established hereunder, the applicable provisions of this Agreement shall in all respects be construed and interpreted according to the laws of the State of Texas. This Section shall not limit any of the powers of the Trustees or prevent the Trustees from investing in properties, real or personal, located outside the State of Texas.

Section C. Multiple Counterparts. For convenience of the parties, this Agreement may be executed in multiple counterparts, any one of which shall be deemed to be an original instrument.

Section D. Headings. The headings, titles, and subtitles in this Agreement have been inserted solely for convenient reference, and shall be ignored in its construction.

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LEGAL TITLE OWNERSHIP:

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THOW-2467,THOW-2468,THOW-2469,THOW-2470,THOW-2471,THOW-2472

Section E. References. A reference to a paragraph without identifying the Section and Article in which it appears is to a paragraph of the same Section and Article in which the reference appears. A reference to a Section without identifying the Article in which it appears is to the same Article in which the reference appears.

Section F. Gender and Number. Wherever the context requires, the feminine shall be substituted for the masculine, singular for plural, and vice versa.

Section G. Written Instruments. Notwithstanding any other provision of this Agreement, if exercising any power or taking any other action hereunder by Settlor, a Trustee or a Beneficiary can only be accomplished or evidenced by executing a written instrument, a fully executed copy of such written instrument must be delivered to the Facilitator within 10 days of the date of its execution.

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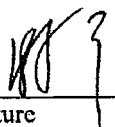
Sale ID: 133336DP
(89)

LEGAL TITLE OWNERSHIP:

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THOW-2467, THOW-2468, THOW-2469, THOW-2470, THOW-2471, THOW-2472

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first above written. The Trustee, by joining in the execution of this trust agreement, signifies acceptance of the trust.

WITNESS:



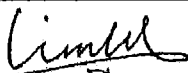
Witness Signature

Yew Yun, Clinton

Print Name of Witness

Date: 28 MAR 2013

SETTLOR and TRUSTEE:



WEE LEE LIM

Date: 28 MAR 2013

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Sale ID: 133336DP
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LEGAL TITLE OWNERSHIP:

UDI UN: THOW-2345,THOW-2346,THOW-2347,THOW-2461,THOW-2462,THOW-2463,THOW-2464,THOW-2465,THOW-2466,
THOW-2467,THOW-2468,THOW-2469,THOW-2470,THOW-2471,THOW-2472

Exhibit "A"

To the Revocable Trust Agreement

Legal Description of Property

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN

TRACT 1

BEING A TRACT OF LAND LOCATED IN THE J.P. WOODS SURVEY, ABSTRACT NO. 1886 AND THE G.B. KENNEY SURVEY, ABSTRACT NO. 920, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO WINDRIDGE-TARRANT 437, L.P. (DENOTED AS TRACT 1), RECORDED IN INSTRUMENT NUMBER D207309621, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1, THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT (W.S.I.S.D.), RECORDED IN VOLUME 9206, PAGE 1789, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), AND IN THE WEST LINE OF LOT 33, BLOCK 4, SILVER RIDGE ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN CABINET A, SLIDE 9613, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.), FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" BEARS N 44°34'49" E, 0.34 FEET;

THENCE ALONG THE EAST LINE OF SAID TRACT 1 AS FOLLOWS:

- (1) N 81°16'29" W, ALONG THE NORTH LINE OF SAID W.S.I.S.D. TRACT, DEPARTING THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 677.69 FEET TO A 5/8" IRON ROD FOUND. SAID IRON ROD BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID W.S.I.S.D. TRACT;
- (2) S 08°41'34" W, ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT, 28.83 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS INC.". SAID IRON ROD BEING AN THE BEGINNING OF A CURVE TO THE LEFT;
- (3) SOUTHWESTERLY, AN ARC LENGTH OF 81.24 FEET ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,166.00 FEET, A DELTA ANGLE OF 3°59'31", AND A CHORD BEARING S 06°43'21" W, 81.22 FEET TO A POINT;

THENCE N 81°16'29" W, DEPARTING THE EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF SAID W.S.I.S.D. TRACT, 142.33 FEET TO A POINT;

THENCE N 88°44'28" W, 269.41 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE NORTHWESTERLY, AN ARC LENGTH OF 93.34 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 11°22'41", AND A CHORD BEARING N 07°04'53" W, 93.18 FEET TO A POINT;

THENCE N 12°46'14" W, 229.69 FEET TO A POINT;

THENCE N 56°19'15" W, 14.49 FEET TO A POINT;

THENCE S 80°06'49" W, 55.45 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 40.31 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 10°15'34", AND A CHORD BEARING S 85°14'46" W, 40.26 FEET TO A POINT;

THENCE N 89°37'17" W, 3.46 FEET TO A POINT;

THENCE S 00°22'43" W, 120.00 FEET TO A POINT;

THENCE N 89°37'17" W, 359.86 FEET TO A POINT IN THE WEST LINE OF A TARRANT REGIONAL WATER DISTRICT WATER PIPELINE EASEMENT (DENOTED AS PART 3), RECORDED IN INSTRUMENT NUMBER D205318789, O.P.R.T.C.T.;

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LEGAL TITLE OWNERSHIP:

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THENCE N 00°25'08" W, ALONG THE WEST LINE OF SAID WATER PIPELINE EASEMENT, 280.03 FEET TO A POINT;

THENCE S 89°37'17" E, DEPARTING THE WEST LINE OF SAID WATER PIPELINE EASEMENT, 458.11 FEET TO A POINT;

THENCE S 88°39'53" E, 60.02 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 130.09 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 15°51'33", AND A CHORD BEARING S 04°50'27" E, 129.68 FEET TO A POINT;

THENCE S 12°46'14" E, 82.73 FEET TO A POINT;

THENCE N 77°13'46" E, 51.47 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 202.59 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, A DELTA ANGLE OF 21°29'44", AND A CHORD BEARING N 87°58'39" E, 201.41 FEET TO A POINT;

THENCE S 81°16'29" E, 696.03 FEET TO A POINT;

THENCE N 08°44'50" E, 298.63 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF FUTURE WHITE SETTLEMENT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE S 81°11'37" E, ALONG THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD, 170.00 FEET TO A POINT IN THE EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF SAID BLOCK 4;

THENCE S 08°44'50" W, DEPARTING THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD, 468.39 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.672 ACRES (421,327 SQ. FT.) OF LAND, MORE OR LESS.

TRACT 2

BEING A TRACT OF LAND LOCATED IN THE J.P. WOODS SURVEY, ABSTRACT NO. 1886, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO WINDRIDGE-TARRANT 437, L.P. (DENOTED AS TRACT 1), RECORDED IN INSTRUMENT NUMBER D207309621, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A POINT IN THE FUTURE SOUTH RIGHT-OF-WAY LINE OF WHITE SETTLEMENT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A PK NAIL BEARS N 27°06' E, 65.4 FEET, SAID PK NAIL BEING THE NORTHWEST CORNER OF SAID TRACT 1 AND IN THE CENTERLINE OF SAID WHITE SETTLEMENT ROAD;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 118.81 FEET, ALONG THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,033.31 FEET, A DELTA ANGLE OF 03°20'52" AND A CHORD BEARING S 67°17'18" E, 118.79 FEET TO A POINT;

THENCE S 02°53'53" W, DEPARTING THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD, A DISTANCE OF 19.10 FEET TO A POINT;

THENCE S 00°25'08" E, 766.57 FEET TO A POINT;

THENCE S 89°37'17" E, 359.86 FEET TO A POINT;

THENCE N 00°22'43" E, 120.00 FEET TO A POINT;

THENCE S 89°37'17" E, 3.46 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 40.31 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 10°15'54", AND A CHORD BEARING OF N 85°14'46" E, 40.26 FEET TO A POINT;

THENCE N 80°06'49" E, 55.45 FEET TO A POINT;

THENCE S 56°19'15" E, 14.49 FEET TO A POINT;

THENCE S 12°46'14" E, 229.69 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

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THENCE SOUTHEASTERLY, AN ARC LENGTH OF 93.34 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF $11^{\circ}22'41''$, AND A CHORD BEARING OF $S 07^{\circ}04'53'' E$, 93.18 FEET TO A POINT;

THENCE $S 88^{\circ}44'28'' E$, 269.41 FEET TO A POINT;

THENCE $S 81^{\circ}16'29'' E$, 142.33 FEET TO A POINT IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 9206, PAGE 1789, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE COMMON LINES OF SAID TRACT 1 AND THE WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT TRACT AS FOLLOWS:

(1) SOUTHEASTERLY, AN ARC LENGTH OF 313.19 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS 1,166.00 FEET, A DELTA ANGLE OF $15^{\circ}23'23''$, AND A CHORD BEARING OF $S 02^{\circ}58'06'' E$, 312.25 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS";

(2) $S 10^{\circ}39'13'' E$, 331.44 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS", SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT TRACT;

(3) $N 79^{\circ}19'54'' E$, 602.35 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(4) NORTHEASTERLY, AN ARC LENGTH OF 71.73 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, A DELTA ANGLE OF $04^{\circ}14'13''$ AND A CHORD BEARING OF $N 77^{\circ}12'48'' E$, 71.71 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SCHOOL DISTRICT TRACT AND IN THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK CREEK DRIVE (A CALLED 60 FOOT WIDE RIGHT-OF-WAY);

THENCE ALONG THE COMMON LINES OF SAID TRACT 1 AND THE SILVER RIDGE ADDITION, PHASE 1, SECTION 1, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 388-219, PAGE 7, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.), AS FOLLOWS:

(1) $S 14^{\circ}52'29'' E$, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID LIVE OAK CREEK DRIVE, 180.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED ARTHUR SURVEYING", SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 13, BLOCK 9 OF SAID SILVER RIDGE ADDITION;

(2) $S 17^{\circ}46'13'' E$, 250.17 FEET TO A 1/2" IRON ROD FOUND WITH A RED CAP (UNREADABLE) IN THE SOUTH RIGHT-OF-WAY LINE OF BIG HORN TRAIL (A CALLED 50 FOOT WIDE RIGHT-OF-WAY), SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(3) NORTHEASTERLY, AN ARC LENGTH OF 6.67 FEET, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BIG HORN TRAIL AND SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,425.00 FEET, A DELTA ANGLE OF $00^{\circ}16'05''$ AND CHORD BEARING OF $N 74^{\circ}28'46'' E$, 6.67 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING", FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS" BEARS $S 70^{\circ}07' W$, 0.2 FEET, SAID IRON ROD WITH A CAP STAMPED "ARTHUR SURVEYING" BEING THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 9;

(4) $S 15^{\circ}39'17'' E$, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 206.22 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "LBS", SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 9;

(5) $S 27^{\circ}15'52'' E$, AT 259.18 FEET, PASSING AN "X" CUT FOUND, AND CONTINUING IN ALL A TOTAL DISTANCE OF 305.58 FEET TO A 5/8" IRON ROD FOUND WITH A YELLOW CAP (UNREADABLE), SAID IRON ROD BEING IN THE WEST LINE OF LOT 11, BLOCK 8 OF SAID SILVER RIDGE ADDITION;

(6) $S 68^{\circ}49'52'' E$, 467.71 FEET TO A 60D NAIL FOUND IN THE SOUTH LINE OF SAID LOT 9 OF SAID BLOCK 8;

(7) $N 88^{\circ}46'58'' E$, 628.73 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SILVER RIDGE BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY);

(8) $N 42^{\circ}48'44'' E$, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SILVER RIDGE BOULEVARD, 147.49 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;

(9) NORTHEASTERLY, AN ARC LENGTH OF 161.25 FEET, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SILVER RIDGE BOULEVARD AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 968.00 FEET, A DELTA ANGLE OF $09^{\circ}32'40''$ AND CHORD BEARING OF $N 38^{\circ}02'24'' E$, 161.07 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "AREA SURVEYING", SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID SILVER RIDGE ADDITION;

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(10) S 69°13'39" E, 452.79 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 3;

(11) S 56°33'42" E, 104.63 FEET TO A RAILROAD SPIKE FOUND, SAID RAILROAD SPIKE BEING THE NORTHWEST CORNER OF LOT 9 OF SAID BLOCK 3;

(12) S 15°37'55" E, 116.43 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHWEST CORNER OF LOT 11 OF SAID BLOCK 3;

(13) S 26°55'27" W, 146.72 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS", SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 12 OF SAID BLOCK 3;

(14) S 55°51'37" E, 182.16 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID SILVER RIDGE ADDITION;

(15) N 88°55'43" E, 545.74 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS";

THENCE S 00°59'19" E, ALONG AN EAST LINE OF SAID TRACT 1, A DISTANCE OF 1,338.33 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING", BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO EAST GATE PROPERTIES, INC., RECORDED IN INSTRUMENT NUMBER D206412166, O.P.R.T.C.T.;

THENCE N 89°50'44" W, ALONG A SOUTH LINE OF SAID TRACT 1 AND THE NORTH LINE OF SAID EAST GATE PROPERTIES TRACT, 500.11 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING";

THENCE S 00°59'19" E, ALONG AN EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF SAID EAST GATE PROPERTIES TRACT, 500.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", SAID IRON ROD BEING IN THE NORTH LINE OF LOT 1, BLOCK 1, WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN CABINET B, SLIDE 1534, P.R.T.C.T.;

THENCE N 89°50'44" W, ALONG THE SOUTH LINE OF SAID TRACT 1, THE NORTH LINE OF SAID LOT 1, BLOCK 1, THE NORTH LINE OF CHAPEL CREEK RANCH, PHASE 1A, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 388-208, PAGE 34, P.R.T.C.T., AT 1902.31 FEET PASSING A CITY OF FORT WORTH MONUMENT WITH A BRASS CAP, SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, WESTSIDE IV PUMP STATION ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN CABINET A, SLIDE 8372, P.R.T.C.T. AND CONTINUING IN ALL A TOTAL DISTANCE OF 2,112.31 FEET TO A POINT FROM WHICH A 1/2" IRON ROD BEARS S86°08' E, 0.7 FEET;

THENCE N 89°55'16" W, ALONG THE SOUTH LINE OF SAID TRACT 1, THE NORTH LINE OF SAID LOT 1, BLOCK 1, WESTSIDE PUMP STATION, A NORTH LINE OF LOT 1, BLOCK 1, EAGLE MOUNTAIN BALANCING RESERVOIR, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN CABINET A, SLIDE 10960, P.R.T.C.T., 250.08 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING", FROM WHICH A 3/4" IRON ROD BEARS N 47°54' E, 3.4 FEET;

THENCE N 13°09'04" W, ALONG A WEST LINE OF SAID TRACT 1 AND AN EAST LINE OF SAID LOT 1, BLOCK 1, EAGLE MOUNTAIN BALANCING RESERVOIR ADDITION, 406.67 FEET TO A 5/8" IRON ROD FOUND;

THENCE N 81°26'28" W, ALONG A SOUTH LINE OF SAID TRACT 1 AND THE NORTH LINE OF SAID LOT 1, BLOCK 1, EAGLE MOUNTAIN BALANCING RESERVOIR ADDITION, 1,049.91 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TXU ELECTRIC DELIVERY COMPANY, RECORDED IN INSTRUMENT NUMBER D206031116, O.P.R.T.C.T.;

THENCE N 15°10'54" E, ALONG A WEST LINE OF SAID TRACT 1 AND THE EAST LINE OF SAID TXU TRACT, 464.39 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING";

THENCE N 33°28'28" W, ALONG A WEST LINE OF SAID TRACT 1 AND THE EAST LINE OF SAID TXU TRACT, A DISTANCE OF 2,194.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING";

THENCE N 27°03'28" E, 450.00 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEARS N 76°35' E, 2.4 FEET;

THENCE N 33°28'28" W, 500.00 FEET TO A 5/8" IRON ROD FOUND WITH A RED CAP;

THENCE N 27°06'58" E, 1,235.87 FEET TO THE PLACE OF BEGINNING AND CONTAINING 266.020 ACRES (11,587,852 SQ. FT.) OF LAND, MORE OR LESS.

Sale ID: 133336DP
(95)TRACT 3

BEING A TRACT OF LAND LOCATED IN THE J.P. WOODS SURVEY, ABSTRACT NO. 1886 AND THE JAMES S. WARD SURVEY, ABSTRACT NO. 1595, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO WINDRIDGE-TARRANT 437, L.P. (DENOTED AS TRACT 2), RECORDED IN INSTRUMENT NUMBER D207309621, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID TRACT 2, THE - NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMT INVESTORS LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NUMBER D206280509, O.P.R.T.C.T., AND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TANNAHILL RANCH SURFACE PARTNERSHIP, LTD., RECORDED IN INSTRUMENT NUMBER D209144492, O.P.R.T.C.T.;

THENCE ALONG THE WEST LINE OF SAID TRACT 2 AS FOLLOWS:

- (4) N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 2,126.46 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO EAST GATE PROPERTIES, INC., RECORDED IN INSTRUMENT NUMBER D206412166, O.P.R.T.C.T.;
- (5) N 89°13'56" E, AT 30.00 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", AND CONTINUING IN ALL A TOTAL DISTANCE OF 660.16 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHEAST CORNER OF SAID EAST GATE TRACT;
- (6) N 00°46'04" W, 660.00 FEET TO A 1/2" IRON ROD FOUND BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE NORTHEAST CORNER OF SAID EAST GATE TRACT;
- (7) S 89°13'56" W, AT 630.21 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", AND CONTINUING IN ALL A TOTAL DISTANCE OF 660.21 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", IN THE EAST LINE OF SAID TANNAHILL TRACT, SAID POINT BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE NORTHWEST CORNER OF SAID EAST GATE TRACT;
- (8) N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 640.15 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" FROM WHICH A 60D NAIL BEARS S56°52'37" W, 0.5 FEET, SAID 1/2" IRON ROD FOUND BEING THE NORTHWEST CORNER OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED IN VOLUME 9046, PAGE 373, D.R.T.C.T.;

THENCE N 89°11'24" E, ALONG THE NORTH LINE OF SAID TRACT 2 AND THE SOUTH LINE OF SAID TEXAS UTILITIES TRACT RECORDED IN VOLUME 9046, PAGE 373, A DISTANCE OF 904.21 FEET TO A 1/2" IRON ROD FOUND BEING THE NORTHEAST CORNER OF SAID TRACT 2 AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TEXAS ELECTRIC SERVICE COMPANY (T.E.S.Co.), RECORDED IN VOLUME 8814, PAGE 256, D.R.T.C.T.;

THENCE ALONG THE EAST LINE OF SAID TRACT 2 AND THE WEST LINE OF SAID T.E.S.Co. TRACT AS FOLLOWS:

- (1) S 33°28'28" E, AT 1,827.16 FEET, PASSING A 5/8" IRON ROD FOUND, AND CONTINUING IN ALL A TOTAL DISTANCE OF 2,910.26 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT 2;
- (2) S 15°10'54" W, 1,027.49 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "TRANS SYSTEMS CORP", SAID IRON ROD BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT 2;

THENCE ALONG THE SOUTH LINE OF SAID TRACT 2 AS FOLLOWS:

- (1) S 89°29'06" W, AT 709.12 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "DUNAWAY", AND CONTINUING IN ALL A TOTAL DISTANCE OF 1,332.27 FEET TO A 1" IRON ROD FOUND;
- (2) S 89°28'21" W, 861.90 FEET TO THE PLACE OF BEGINNING AND CONTAINING 137.743 ACRES (6,000,081 SQ. FT.) OF LAND, MORE OR LESS.

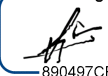
REVOCABLE TRUST AGREEMENT (PURCHASE) PAGE 19

V5.0 (24.01.13)

Sale ID: 133336DP
(96)

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This is Exhibit “E” referred to in the Affidavit of Allan Whiteford
Lind, sworn on November 21, 2024

DocuSigned by:

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Commissioner for Taking Affidavits (or as may be)

CAUSE NO. 096-304164-18

VIJAYAN NAMBIAR, INDIVIDUALLY
And as TRUSTEE OF THE VIJAYAN
NAMBIAR REVOCABLE TRUST and
THE VIJAYAN NAMBIAR AND
JACQUELINE ANN LEE-NAMBIAR
REVOCABLE TRUST, et al.

Plaintiffs,

vs.

FOO TIANG MENG DIRK ROBERT
INDIVIDUALLY and as TRUSTEE OF
THE HILLS OF WINDRIDGE TRUST
and TRUSTEE OF THE FOSSIL
CREEK TRUST

Defendants

IN THE DISTRICT COURT

96th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY
2019 AUG -9 PM 2:04
THOMAS A. WILDER
DISTRICT CLERK

FINAL SUMMARY JUDGMENT

On August 2, 2019, this Court considered Defendants' Motion for Summary Judgment. The Court, after reviewing the Motion and response, the pleadings on file in this case, and the summary judgment evidence presented, is of the opinion that Defendants' Motion for Summary Judgment should be granted. Therefore, it is:

ORDERED, ADJUDGED AND DECREED that Defendants' Motion for Summary Judgment is **GRANTED**.

FURTHER ORDERED ADJUDGED AND DECREED that Foo Tiang Meng Dirk Robert, individually and as Trustee of the Hills of Windridge Trust and Trustee of the Fossil Creek Trust recover from the Plaintiffs jointly and severally, the following: \$60,000 in reasonable and necessary attorneys' fees as well as \$20,000 in the event of an appeal to the Court of Appeals; an additional \$10,000 in the event a petition for review is sought in the

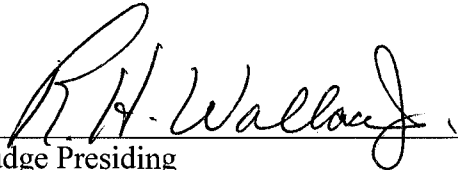
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Supreme Court of Texas, as well as an additional \$25,000 if the petition for review is granted and the decision of the trial court is upheld.

IT IS FURTHER ORDERED that all costs are taxed against the Plaintiffs, jointly and severally, for which let execution issue. Defendants are granted all writs of execution and other processes necessary to collect this Judgment.


This Judgment finally disposes of all parties and all claims and is appealable.

SIGNED on this the 9th day of August, 2019



Judge Presiding

This is Exhibit “F” referred to in the Affidavit of Allan Whiteford
Lind, sworn on November 21, 2024

DocuSigned by:

890497CF8D774C7...

Commissioner for Taking Affidavits (or as may be)

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

YUK FUN JOANNE BEDFORD, *et al.*,

Plaintiffs,

v.

**FOO TIANG MENG DIRK ROBERT,
Individually and as Trustee of the Hills of
Windridge Trust,**

Defendant.

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§
§
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Civil Action No. 4:24-cv-00084-O-BP

FINAL JUDGMENT

This Judgment is issued pursuant to Federal Rule of Civil Procedure 58(a).

This action came on for consideration by the Court, and the issues having been duly considered and a decision duly rendered.

It is **ORDERED, ADJUDGED, and DECREED** that:


1. Plaintiffs' claims against Defendant are **DISMISSED without prejudice**.
2. The clerk shall transmit a true copy of this Judgment, together with a true copy of the Order accepting the Findings, Conclusions, and Recommendation of the United States Magistrate Judge, to the parties.

SO ORDERED on this **25th** day of **July, 2024**.



Reed O'Connor
UNITED STATES DISTRICT JUDGE

This is Exhibit “G” referred to in the Affidavit of Allan Whiteford
Lind, sworn on November 21, 2024

DocuSigned by:

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Commissioner for Taking Affidavits (or as may be)

STATEMENT OF ACCOUNT

Township of Essa
5786 Simcoe County Road 21
Utopia, Essa Twp., ON
L0M 1T0

Date Issued: November 20, 2024

Issued To: ANGUS MANOR PARK A2A CAPITAL
2030 BRISTOL CIRCLE , SUITE 210
OAKVILLE, ON
L6H 0H2

Roll #: 010- 008- 04400- 0000

Owners:
ANGUS MANOR PARK A2A CAPITAL
ANGUS MANOR PARK A2A GP INC

Property Address: 8569 5TH LINE
Legal Description: 28
CON 5 W PT LOT 28

District(s):
Frontage: Lot 100 Acres, Front 1 Feet

LOCAL IMPROVEMENTS

PROPERTY ASSESSMENT		Taxation Year: 2024
Assessment Code	Description	Amount
RTEP	Res/Farm Tx:Full - EPubSup	\$1,014,000.00
Total Assessment:		\$1,014,000.00

ACCOUNT BALANCE			
Year	Tax Amount	Interest/Penalty	Total Balance
2024	(\$5.00)	\$0.00	(\$5.00)
2023	\$0.00	\$0.00	\$0.00
2022	\$0.00	\$0.00	\$0.00
2021	\$0.00	\$0.00	\$0.00
2020 and prior	\$0.00	\$0.00	\$0.00

TRANSACTION SUMMARY							
Year	Tax Levy	Supplemental Taxation	Penalty	Adjustment	Payment	Installments Not Yet Due	Balance
2024	\$7,977.68	\$0.00	\$358.68	\$0.00	(\$8,341.36)	\$2,105.00	(\$5.00)
2023	\$7,531.87	\$0.00	\$648.70	\$0.00	(\$8,180.57)	\$0.00	\$0.00
2022	\$7,079.42	\$0.00	\$682.12	\$0.00	(\$7,761.54)	\$0.00	\$0.00
2021	\$6,971.04	\$0.00	\$746.60	\$0.00	(\$7,674.78)	\$0.00	\$0.00
2020 and prior	\$68,546.78	(\$2,399.62)	\$2,880.72	\$0.27	(\$68,900.33)	\$0.00	(\$5.00)

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
Jan 01/2024	Balance Forward		\$4,091.96
Jan 01/2024	Assessment \$1,014,000	\$0.00	\$4,091.96
Jan 04/2024	Penalty	\$49.90	\$4,141.86
Feb 01/2024	Penalty	\$49.90	\$4,191.76
Mar 01/2024	Penalty	\$49.90	\$4,241.66
Mar 27/2024	Interim Levy 2024-1	\$1,883.94	\$6,125.60
Apr 03/2024	Penalty	\$73.45	\$6,199.05
Apr 08/2024	Arrears Letter Printed	\$0.00	\$6,199.05
May 01/2024	Penalty	\$73.45	\$6,272.50
Jun 01/2024	Penalty	\$73.45	\$6,345.95
Jun 27/2024	Interim Levy 2024-2	\$1,882.00	\$8,227.95
Jul 01/2024	Penalty	\$96.97	\$8,324.92
Jul 16/2024	Arrears Letter Printed	\$0.00	\$8,324.92
Aug 01/2024	Penalty	\$96.97	\$8,421.89
Sep 01/2024	Penalty	\$96.97	\$8,518.86
Sep 27/2024	Annual Levy 2024-1	\$2,106.74	\$10,625.60
Oct 01/2024	Penalty	\$123.31	\$10,748.91
Oct 04/2024	Arrears Letter Printed	\$0.00	\$10,748.91
Nov 01/2024	Penalty	\$123.31	\$10,872.22
Nov 05/2024	Tax Certificate	\$0.00	\$10,872.22
Nov 18/2024	Cash Receipt	(\$4,657.30)	\$6,214.92
Nov 18/2024	Cash Receipt	(\$8,324.92)	(\$2,110.00)
Total Outstanding November 20, 2024			(\$2,110.00)

STATEMENT OF ACCOUNT

Township of Essa
5786 Simcoe County Road 21
Utopia, Essa Twp., ON
L0M 1T0

Date Issued: November 20, 2024

Issued To: ANGUS MANOR PARK A2A CAPITAL
2030 BRISTOL CIRCLE , SUITE 210
OAKVILLE, ON
L6H 0H2

Roll #: 010- 008- 04500- 0000

Owners:
ANGUS MANOR PARK A2A CAPITAL

ANGUS MANOR PARK A2A GP INC

Property Address: 8512 6TH LINE
Legal Description: 28
CON 5 E PT LOT 28 & 29
RP51R-16117 PT 2

District(s):
Frontage: Lot 71.81 Acres

LOCAL IMPROVEMENTS

PROPERTY ASSESSMENT		Taxation Year: 2024
Assessment Code	Description	Amount
RTEP	Res/Farm Tx:Full - EPubSup	\$895,000.00
Total Assessment:		\$895,000.00

Year	Tax Amount	Interest/Penalty	Total Balance
2024	(\$5.00)	\$0.00	(\$5.00)
2023	\$0.00	\$0.00	\$0.00
2022	\$0.00	\$0.00	\$0.00
2021	\$0.00	\$0.00	\$0.00
2020 and prior	\$0.00	\$0.00	\$0.00

TRANSACTION SUMMARY							
Year	Tax Levy	Supplemental Taxation	Penalty	Adjustment	Payment	Installments Not Yet Due	Balance
2024	\$7,041.44	\$0.00	\$316.60	\$0.00	(\$7,363.04)	\$1,858.00	(\$5.00)
2023	\$6,647.95	\$0.00	\$572.66	\$0.00	(\$7,220.61)	\$0.00	\$0.00
2022	\$6,248.60	\$0.00	\$602.07	\$0.00	(\$6,850.67)	\$0.00	\$0.00
2021	\$6,152.94	\$0.00	\$658.90	\$0.00	(\$6,774.01)	\$0.00	\$0.00
2020 and prior	\$51,545.28	(\$2,507.30)	\$2,526.96	\$21.25	(\$51,473.36)	\$0.00	\$0.00
							(\$5.00)

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
Jan 01/2024	Balance Forward		\$3,611.75
Jan 01/2024	Assessment \$895,000	\$0.00	\$3,611.75
Jan 04/2024	Penalty	\$44.05	\$3,655.80
Feb 01/2024	Penalty	\$44.05	\$3,699.85
Mar 01/2024	Penalty	\$44.05	\$3,743.90
Mar 27/2024	Interim Levy 2024-1	\$1,662.98	\$5,406.88
Apr 03/2024	Penalty	\$64.84	\$5,471.72
Apr 08/2024	Arrears Letter Printed	\$0.00	\$5,471.72
May 01/2024	Penalty	\$64.84	\$5,536.56
Jun 01/2024	Penalty	\$64.84	\$5,601.40
Jun 27/2024	Interim Levy 2024-2	\$1,661.00	\$7,262.40
Jul 01/2024	Penalty	\$85.60	\$7,348.00
Jul 16/2024	Arrears Letter Printed	\$0.00	\$7,348.00
Aug 01/2024	Penalty	\$85.60	\$7,433.60
Sep 01/2024	Penalty	\$85.60	\$7,519.20
Sep 27/2024	Annual Levy 2024-1	\$1,859.46	\$9,378.66
Oct 01/2024	Penalty	\$108.84	\$9,487.50
Oct 04/2024	Arrears Letter Printed	\$0.00	\$9,487.50
Nov 01/2024	Penalty	\$108.84	\$9,596.34
Nov 18/2024	Cash Receipt	(\$11,459.34)	(\$1,863.00)
Total Outstanding November 20, 2024			(\$1,863.00)

Certificate Of Completion

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Source Envelope:		
Document Pages: 54	Signatures: 9	Envelope Originator:
Certificate Pages: 5	Initials: 0	Emily Ho
AutoNav: Enabled		7 carmel crt.
Envelopeld Stamping: Enabled		nil
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		emilyho@mbb.ca
		IP Address: 199.7.238.8


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11/21/2024 7:07:53 AM	emilyho@mbb.ca	

Signer Events

Allan Whiteord Lind
allan.lind@serenehomes.com
Security Level: Email, Account Authentication (None)

Signature

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Sammy Lee
sammylee@mbb.ca
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Jonathan Ku
jonathanku@mbb.ca
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Edward Choi edwardchoi@mbb.ca Metcalf, Blainey & Burns LLP Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/20/2024 6:54:59 PM ID: a27dc8ec-cba7-4e23-bd5d-4abdbc7ad992	COPIED	Sent: 11/21/2024 8:04:56 AM
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Completed	Security Checked	11/21/2024 8:04:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Metcalfe, Blainey & Burns LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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