



A2A CAPITAL SERVICES CANADA INC.  
744 Fourth Avenue SW Suite 900 Calgary Alberta T2P 3T4 Canada  
T: +1 403 460 9921

## Receipt of Investment Funds

Date 2/27/2014

Subscription Reference # S10086-CDNCA-0214

### CLIENT INFORMATION

EDWARDS, NICHOLAS

#300-1232 BEDFORD HWY  
BEDFORD, NS  
B4A 1C6  
Phone (902) 478-0708  
CLIENT ID: S0086

DESCRIPTION		
Subscription for ten units in The Hills of Windridge A2ATrust		
Subscription Type	Reference Number #:	Payment Type
Cash	S0086-029787	Cheque

UNITS	PROJECT	Unit Price	Line total
10	The Hills of Windridge	CDN \$100	CDN \$1,000
Subtotal			CDN \$1,000
Total			CDN \$1,000

Signed

Grayson Ambrose, VP Operations



# UNIT TRUST CERTIFICATE

Certificate No. 128

The **Hills of Windridge A2A Trust** (the "Trust")

Governed by the laws of the Province of Ontario and by a Declaration of Trust made the 13<sup>th</sup> day of February, 2013 as amended from time to time.

1. This is to certify that **Edwards, Nicholas** is the holder (the "Unitholder") of 10 units (the "Units") in the Hills of Windridge A2A Trust, of which 10 units are fully paid, and 0 units on which moneys payable on issue of the unit have not been paid.
2. The Units are transferable.
3. The Units represented by this certificate are issued upon the terms and subject to the conditions of the Declaration of Trust, which Declaration of Trust is binding upon all holders of Units and, by acceptance of this certificate, the holder assents to the terms and conditions of the Declaration of Trust. A copy of the Declaration of Trust, pursuant to which this certificate and the Units represented thereby are issued, may be obtained by a Unitholder on demand and without fee from the head office of the Trust.
4. For information as to personal liability of Unitholder, see the reverse side of this certificate.

DATED this 17th day of April, 2014.

**A2A Capital Management Inc.**  
(the Administrator)

Per:

A handwritten signature in black ink, appearing to read "T. J. H. H.", is written over a horizontal line. A vertical line extends downwards from the signature.



## TERMS AND CONDITIONS OF SUBSCRIPTION

### Definitions

1. In this Subscription Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have the corresponding meanings:

**"Beneficial Purchaser"** means each person on whose behalf the Subscriber is acting as trustee or agent and on whose behalf the Subscriber is contracting by the execution and delivery of this Subscription Agreement;

**"Business Day"** means any day on which Canadian chartered banks are open for business in Toronto, Ontario and Calgary, Alberta, other than a Saturday or a Sunday;

**"Closing"** means the completion of the issue and sale by the Trust and the purchase by the Subscriber of the Purchased Securities pursuant to the provisions of this Subscription Agreement;

**"Closing Date"** means the date on which the Trust issues the Purchased Securities to the Subscriber pursuant to this Subscription Agreement;

**"Closing Time"** means 12:00 p.m. (Toronto time) on the Closing Date or such other time as the Trust may choose in its sole discretion;

**"Declaration of Trust"** means the declaration of trust of the Trust dated February 13, 2013;

**"Deferred Plan"** means a trust governed by a registered retirement savings plan (a "RRSP"), a registered education savings plan (a "RESP"), a registered retirement income fund (a "RRIF"), a deferred profit sharing plan (a "DPSP"), a registered disability savings plan (a "RDSP") or a tax-free savings account (a "TFSA"), as those phrases are defined in the *Income Tax Act* (Canada).

**"Designated Province"** means the province or territory of Canada in which the Subscriber is a resident;

**"NI 45-106"** means National Instrument 45-106 - *Prospectus and Registration Exemptions*;

**"Offering Memorandum"** means the further amended and restated offering memorandum of the Trust dated November 21, 2013, as amended or updated from time to time;

**"Purchase Price"** means the aggregate subscription amount set out on page 1 of this Subscription Agreement (*i.e.*, the page following the procedures and checklist page);

**"Purchased Securities"** means that number of Units indicated on page 1 of, and subscribed for by the Subscriber pursuant to, this Subscription Agreement;

**"Securities Commissions"** means, collectively, the applicable securities commissions or other securities regulatory authorities, as applicable, in each of the provinces and territories of Canada;

**"Securities Laws"** means, collectively, the applicable securities laws of each of the provinces and territories of Canada, and the regulations and rules made and forms prescribed thereunder, together with all applicable and legally enforceable published policy statements, multilateral or national instruments, blanket orders, rulings and notices of the Securities Commissions;

**"Subscriber"** means the subscriber(s) for Units who has/have executed this Subscription Agreement, and if more than one person is so named, means all of them jointly and severally;

**"Trust" or "we"** means Hills of Windridge A2A Trust, an open-ended unincorporated investment trust

governed by the laws of the Province of Ontario;

"Units" means the units of the Trust; and

"U.S. Securities Act" means the *United States Securities Act of 1933*, as amended.

**Terms of the Offering**

2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each Beneficial Purchaser) that:

- (i) the Subscriber and, if applicable, each Beneficial Purchaser, has obtained all legal, tax and investment advice he, she or it considers appropriate in connection with the offer, sale and issuance of the Units and the execution, delivery and performance by the Subscriber of this Subscription Agreement and the transactions contemplated herein, and that the Subscriber and, if applicable, a Beneficial Purchaser, is not relying on the Trust in this regard;
- (ii) **AN INVESTMENT IN UNITS IS NOT WITHOUT RISK AND THE SUBSCRIBER MAY LOSE HIS, HER OR ITS ENTIRE INVESTMENT.** The Subscriber and, if applicable, each Beneficial Purchaser, has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment hereunder in the Purchased Securities and is able to bear the economic risk of total loss of such investment;
- (iii) all costs and expenses incurred by the Subscriber and, if applicable, any Beneficial Purchaser, (including any fees and disbursements of legal counsel retained thereby) relating to the purchase of the Purchased Securities shall be borne solely by the Subscriber and/or Beneficial Purchaser.

**Deliveries and Payment Prior to Closing**

3. The Subscriber (on its own behalf and, if applicable, each Beneficial Purchaser) agrees to deliver to the Trust, c/o A2A Capital Services Canada Inc. 744 Fourth Avenue SW -Suite 900 Calgary Alberta T2P 3T4, or such other place as the Trust may advise, at least two (2) Business Days before the Closing Date:

- (i) a signed and dated copy of the face page of the Offering Memorandum;
- (ii) a certified cheque or bank draft payable to "The Hills of Windridge A2A Trust", or payment in such other manner as may be acceptable to the Trust, for the aggregate purchase price of the Units subscribed for pursuant hereto. **If purchasing Units through a Deferred Plan (as defined herein), a Subscriber will need to provide affirmation that sufficient funds representing the subscription price are held in their Deferred Plan account;**
- (iii) a properly completed and duly signed copy of this Subscription Agreement, including:
  - a. **if the Subscriber is purchasing under section 2.3 of NI 45-106 (Accredited Investor)**, a properly completed and duly signed copy of the *Accredited Investor Status Certificate* in the form attached hereto as Schedule A (including Exhibit 1 attached thereto);
  - OR
  - b. **if the Subscriber is purchasing under section 2.10 of NI 45-106 (Minimum Amount Investment) and is not an "Accredited Investor"**, a duly signed copy of the *Minimum Amount Investment Status Certificate* in the form attached hereto as Schedule B; or
  - OR



c. if the Subscriber is purchasing under section 2.3 of NI 45-106 (Offering Memorandum)

- I. a properly completed and signed copy (in duplicate) of the *Offering Memorandum Risk Acknowledgement* attached as Schedule C; and
- II. if a resident of Alberta, Saskatchewan, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec or Yukon, complete and sign the *OM Exemption Certificate* attached as Schedule D (including, if applicable, Exhibit 1 attached thereto); and

(iv) such other documents required by applicable securities laws or that the Trust requests.

4. Except as otherwise indicated, all documents included in this Subscription Agreement or otherwise required pursuant to the provisions of such documents should be completed in their entirety and executed by the Subscriber (on its own behalf and, if applicable, each Beneficial Purchaser). All information should be typed or printed in ink. It is suggested that the Subscriber make and retain copies of the completed subscription and related documents.

5. The Trust shall be entitled to rely on delivery of a facsimile copy or electronic copy of an executed Subscription Agreement, and acceptance by the Trust of such facsimile or electronic copy shall be legally effective to create a valid and binding agreement between the Subscriber and the Trust in accordance with the terms hereof. Notwithstanding the foregoing, the Subscriber shall deliver originally executed copies of the documents required hereunder to the Trust within two (2) Business Days of the Closing Date. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

Closing

6. The Trust's obligation to issue the Purchased Securities to the Subscriber is subject to the following conditions:

- (i) receipt by the Trust of all properly completed and signed documentation required pursuant to Section 3 hereof;
- (ii) receipt by the Trust of payment of the aggregate subscription price for the Purchased Securities in accordance with Section 3 hereof;
- (iii) the issue and sale and delivery of the Purchased Securities being exempt from the prospectus and registration requirements of, and otherwise in compliance with, all applicable Securities Laws; and
- (iv) the representations and warranties of the Subscriber (on its own behalf and, if applicable, each Beneficial Purchaser) set out herein, including in the Schedules hereto, being true and correct as at the Closing Time.

7. Within five (5) Business Days of Closing, a certificate evidencing the Purchased Securities acquired hereunder will be mailed or delivered in accordance with the instructions set forth on page 1 of this Subscription Agreement (*i.e.*, the page following the procedures and checklist page).

8. The Trust may, in its absolute discretion, accept or reject the Subscriber's subscription for Units as set forth in this Subscription Agreement, in whole or in part, and the Trust reserves the right to allot to the Subscriber less than the amount of Units subscribed for under this Subscription Agreement. Upon acceptance by the Trust of this Subscription Agreement, the subscription funds are immediately releasable to the Trust provided that such funds are held in accordance with all applicable Securities Laws.

9. If this Subscription Agreement is rejected in whole, a cheque representing the full amount of funds

delivered by the Subscriber to Trust on account of the subscription price for the Units subscribed for will be promptly forwarded to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber to the Trust exceeds the subscription price for the Units sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement will be promptly forwarded to the Subscriber without interest.

10. The Subscriber agrees that this Subscription Agreement is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber except in accordance with applicable securities Laws or with the written consent of the Trust.

**Representations, Warranties, Acknowledgements and Covenants of the Subscriber**

11. The Subscriber (on its own behalf and, if applicable, each Beneficial Purchaser) represents, warrants, acknowledges and covenants, as applicable, to the Trust (and acknowledges that the Trust is relying thereon) both at the date hereof and at the Closing Time that:

- (i) If the Subscriber (and, if applicable, Beneficial Purchaser) is an individual, the Subscriber (and, if applicable, Beneficial Purchaser) is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of his or her obligations hereunder, and to undertake all actions required of the Subscriber hereunder;
- (ii) if the Subscriber (and, if applicable, Beneficial Purchaser) is a corporation, the Subscriber (and, if applicable, Beneficial Purchaser) is duly incorporated and is a valid and existing corporation in the jurisdiction of its formation, has the necessary capacity and authority to execute and deliver this Subscription Agreement, to subscribe for the Purchased Securities and to undertake all actions required of the Subscriber hereunder, and has taken all necessary corporate action in respect thereto;
- (iii) if the Subscriber (and, if applicable, Beneficial Purchaser) is a partnership, syndicate or other form of unincorporated organization, the Subscriber (and, if applicable, Beneficial Purchaser) has the necessary legal capacity and authority in the jurisdiction of its formation to execute and deliver this Subscription Agreement, to subscribe for the Purchased Securities and to observe and perform its covenants and obligations hereunder, and has obtained all necessary approvals in respect thereto;
- (iv) upon acceptance by the Trust, this Subscription Agreement will constitute a legal, valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms and will not result in a violation of or create a state of facts which, after notice, lapse of time or both, would constitute a default or breach of any of the Subscriber's (and, if applicable, any Beneficial Purchaser's) constituting documents, by-laws or authorizing resolutions (if applicable), any agreement to which the Subscriber (and, if applicable, any Beneficial Purchaser) is a party or by which it is bound or any applicable statute, law, rule, regulation, judgment, decree or order affecting the Subscriber (and, if applicable, any Beneficial Purchaser);
- (v) if the Subscriber is acting as agent or trustee for a Beneficial Purchaser, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documents in connection with such subscription on behalf of such Beneficial Purchaser, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid, binding and enforceable obligation of, each Beneficial Purchaser;
- (vi) the Subscriber (and, if applicable, each Beneficial Purchaser) was offered the Purchased Securities in, and is a resident of, the jurisdiction referred to under "Subscriber Information" set out on page 1 hereof (i.e., the page following the procedures and checklist page), intends that the Securities Laws of that jurisdiction do and shall govern the subscription of the Subscriber, and that Subscriber's (and, if applicable, any Beneficial Purchaser's) address listed set out on page 1 hereof is not being used solely for the purpose of acquiring the Purchased Securities;



- (vii) the Subscriber confirms that the Subscriber (and, if the Subscriber is not purchasing as principal, each Beneficial Purchaser for whom the Subscriber is acting):
  - (a) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of an investment in the Units;
  - (b) is capable of assessing the proposed investment in the Units as a result of their own experience or as a result of advice received from a person registered under applicable Securities Laws; and
  - (c) is able to bear the economic risk of a total loss of his, her or its investment in the Units;
- (viii) the Subscriber (and, if applicable, each Beneficial Purchaser) understands that no securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Units;
- (ix) the Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges that no prospectus has been filed by the Trust with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Units and the issuance is exempted from the prospectus requirements available under the provisions of applicable securities laws and as a result:
  - (a) the Subscriber (and, if applicable, each Beneficial Purchaser) is restricted from using most of the civil remedies available under applicable securities laws including, without limitation, statutory rights of rescission or damages;
  - (b) the Subscriber (and, if applicable, each Beneficial Purchaser) will not receive information that may otherwise be required to be provided to the Subscriber under applicable Securities Laws or contained in a prospectus prepared in accordance with applicable Securities Law; and
  - (c) the Trust is relieved from certain obligations that would otherwise apply under applicable securities laws if the Trust were a reporting issuer or relying on different exemptions from the prospectus requirements contained in applicable Securities Laws;
- (x) the Subscriber (and, if applicable, each Beneficial Purchaser) confirms that he, she or it has received and reviewed in its entirety the Offering Memorandum;
- (xi) the Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges and agrees that he, she or it has had an opportunity to ask and have answered questions with respect to the Trust and the Units. The Subscriber (and, if applicable, each Beneficial Purchaser) has consulted, to the extent he, she or it deems appropriate, with the their own advisors as to the financial, tax, legal and related matters concerning an investment in Units and on that basis the Subscriber (and, if applicable, each Beneficial Purchaser) believes that an investment in Units is suitable and appropriate for the Subscriber (and, if applicable, each Beneficial Purchaser);
- (xii) the Subscriber (and, if applicable, each Beneficial Purchaser) has not acquired the Purchased Securities as a result of any general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

- (xiii) the Subscriber (and, if applicable, each Beneficial Purchaser) confirms that neither the Trust nor any of its trustees, officers, employees, affiliates, or agents have made any representations (written or oral) to the Subscriber:
  - (a) regarding the future value of the Purchased Securities;
  - (b) that any person will resell or repurchase the Purchased Securities (other than the redemption right in favour of Unit holders as described in the Offering Memorandum);
  - (c) that the Purchased Securities will be listed on any stock exchange or traded on any market; or
  - (d) that any person will refund the subscription price of the Purchased Securities other than as provided in this Subscription Agreement;
- (xiv) the Subscriber (and, if applicable, each Beneficial Purchaser) has not received from the Trust any financial assistance of any kind, directly or indirectly, in connection with its purchase of Units hereunder;
- (xv) the Subscriber (and, if applicable, each Beneficial Purchaser) is purchasing the Purchased Securities for investment only and not with a view to resale or distribution of all or any of the Purchased Securities. If the Subscriber is a corporation or a partnership, syndicate, trust, association, or any other form of unincorporated organization or organized group of persons, the Subscriber was not created or being used solely to permit purchases of or to hold securities without a prospectus in reliance on a prospectus exemption;
- (xvi) except for the Subscriber's knowledge regarding its subscription for Units hereunder, the Subscriber (and, if applicable, each Beneficial Purchaser) has no knowledge of a "material fact" or a "material change" (as those terms are defined in the *Securities Act* (Ontario)) in the affairs of the Trust that has not been generally disclosed;
- (xvii) except for any registered or exempt market dealer hired by the Trust, there is no person acting or purporting to act in connection with the transactions contemplated herein who is entitled to any brokerage or finder's fee and if any person establishes a claim that any fee or other compensation is payable in connection with this subscription for the Purchased Securities, the Subscriber covenants to indemnify and hold harmless the Trust with respect thereto and with respect to all costs reasonably incurred in the defense thereof;
- (xviii) the Subscriber (and, if applicable, each Beneficial Purchaser) has consulted his, her or its legal advisor with respect to trading in the Purchased Securities and the resale restrictions imposed by applicable Securities Laws, and acknowledges that (other than as expressly provided in this Subscription Agreement) no representation has been made respecting the applicable hold periods imposed by applicable Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber to resell such securities, that the Subscriber (and, if applicable, each Beneficial Purchaser) is solely responsible to obtain definitive legal advice with respect to these restrictions and the Subscriber is solely responsible (and the Trust shall be in no way responsible) for compliance with applicable resale restrictions and the Subscriber (and, if applicable, each Beneficial Purchaser) is aware that it may not be able to resell such securities except in accordance with limited exemptions under applicable Securities Laws;
- (xix) the Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges that, in addition to any other requirements under applicable Securities Laws to which a disposition of any of the Purchased Securities by the Subscriber may be subject, the Subscriber (and, if applicable, each Beneficial Purchaser) may, depending on the nature of the disposition, be required to file a report of exempt trade within ten (10) days of a disposition by the Subscriber of the Purchased Securities;



- (xx) if required by applicable Securities Laws or by any securities commission, stock exchange or other regulatory authority, the Subscriber (and, if applicable, each Beneficial Purchaser) will execute, deliver, file and otherwise assist the Trust in filing, such reports, undertakings and other documents with respect to the issue of the Purchased Securities;
- (xxi) the Subscriber (and, if applicable, each Beneficial Purchaser) is aware that the Units have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that these securities may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act (or compliance with requirements of an exemption from registration) and the applicable laws of all applicable states and the Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges that the Trust has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Units;
- (xxii) the Units have not been offered to the Subscriber in the United States, and the individual making the order to purchase the Units and executing and delivering this Subscription Agreement on behalf of the Subscriber (and, if applicable, each Beneficial Purchaser) was not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
- (xxiii) the Subscriber (and, if applicable, any Beneficial Purchaser) is not a U.S. Person (as defined in Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Units on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person;
- (xxiv) the Subscriber (and, if applicable, each Beneficial Purchaser) undertakes and agrees that it will not offer or sell the Units in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Units, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules;
- (xxv) none of the funds that the Subscriber (and, if applicable, any Beneficial Purchaser) is using to purchase the Purchased Securities represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and the Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges that the Trust may in the future be required by law to disclose the Subscriber's (and, if applicable, each Beneficial Purchaser's) name and other information relating to this Subscription Agreement and the Subscriber's (and, if applicable, each Beneficial Purchaser's) purchase hereunder, on a confidential basis, pursuant to the PCMLTFA, and to the best of the Subscriber's knowledge, the Purchase Price to be provided by the Subscriber:
  - (a) has not been or will not be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or
  - (b) is not being tendered on behalf of a person or entity who has not been identified to the Subscriber.

The Subscriber shall promptly notify the Trust if the Subscriber discovers that any of such representations ceases to be true, and to provide the Trust with appropriate information in connection therewith; and

- (xxvi) the Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges that an investment in Units is subject to a number of risk factors, including, without limitation, those enumerated in the Offering Memorandum. In particular, the Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges that the Trust is not a reporting issuer in any province of Canada and,

as such, the applicable hold period may never expire. Accordingly, there is currently no market for any of the Units and one may never develop. It may be difficult or even impossible for a Subscriber (or, if applicable, a Beneficial Purchaser) to sell any of the Units. Resale of such Units will require the availability of exemptions from the prospectus requirements of applicable Securities Laws, or the application for a discretionary order of the securities commission or similar regulatory authority in the subscriber's province or territory of residence permitting the trade. The Subscriber (and, if applicable, each Beneficial Purchaser) covenants and agrees to comply with the securities legislation of their jurisdiction of residence, and any other relevant securities legislation, orders or policies concerning the purchase, holding of, and resale of the Units.

The Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges and agrees that the all representations, warranties acknowledgment and covenants made in this Subscription Agreement are made by him, her or it with the intention that they may be relied upon by the Trust in determining the Subscriber's (and, if applicable, any Beneficial Purchaser's) eligibility to purchase the Purchased Securities under applicable Securities Laws. The Subscriber (and, if applicable, each Beneficial Purchaser) further agrees that by accepting delivery of the Purchased Securities on the Closing Date, he, she or it shall be reaffirming that all such representations, warranties acknowledgment and covenants are true and correct as at the Closing Time with the same force and effect as if they had been made by the Subscriber (and, if applicable, each Beneficial Purchaser) at the Closing Time and that they shall survive the purchase by the Subscriber (and, if applicable, each Beneficial Purchaser) of the Purchased Securities and shall continue in full force and effect notwithstanding any subsequent disposition of such Units. The Subscriber undertakes to notify the Trust immediately of any change in any representation, warranty or other information relating to the Subscriber (or, if applicable, any Beneficial Purchaser) set out in this Subscription Agreement which takes place prior to the Closing Time.

#### **Representations and Warranties of the Trust**

12. The Trust represents, warrants, acknowledges and covenants, as applicable, to the Subscriber (and acknowledges that the Subscriber is relying thereon) both at the date hereof and at the Closing Time that:

- (i) the Trust is a duly formed, open-ended unincorporated investment trust governed by the laws of the Province of Ontario, has the necessary capacity and authority to execute and deliver this Subscription Agreement, to issue for the Purchased Securities and to observe and perform its covenants and obligations hereunder and has taken all necessary action required under the Declaration of Trust in respect thereto;
- (ii) upon acceptance by the Trust, this Subscription Agreement will constitute a legal, valid and binding agreement of the Trust enforceable against the Trust in accordance with its terms and will not result in a violation of or create a state of facts which, after notice, lapse of time or both, would constitute a default or breach of any of the Declaration of Trust, trustee regulations or authorizing resolutions, any agreement to which the Trust is a party or by which it is bound or any applicable statute, law, rule, regulation, judgment, decree or order; and
- (iii) the Trust has complied or will comply with all applicable Securities Laws, in connection with the offer and sale of the Units.

#### **Indemnity**

13. The Subscriber agrees to indemnify and hold harmless the Trust and its respective trustees, officers, employees, agents, advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Trust in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any



covenant or agreement made by the Subscriber herein or in any document furnished by the Subscriber to the Trust in connection herewith.

#### **Consent to Collection of Personal Information**

14. If the Subscriber (and, if applicable, any Beneficial Purchaser) is an individual, the Subscriber (and, if applicable, the Beneficial Purchaser) acknowledges that he or she has provided to the Trust in this Subscription Agreement and the Schedules hereto information of a personal nature (the "**Personal Information**") that may or may not be protected under applicable privacy legislation. This information is being collected, used and may be disclosed by the Trust for the following purposes (the "**Purposes**"):

- (i) to determine the Subscriber's (or, Beneficial Purchaser's) eligibility to purchase the Units under applicable Securities Laws, preparing and registering certificates representing the Purchased Securities and completing any filings required by applicable securities commission or other securities regulatory authority;
- (ii) to be kept in the records of the Trust on its securities registers and its list of Unit holders, whether maintained by the Trust or by any person on its behalf;
- (iii) to be disclosed to securities/tax regulatory authorities or other government bodies as required and in accordance with applicable securities and tax laws; and
- (iv) as long as the Subscriber is a Unit holder, to be disclosed to other third parties held to an obligation of confidentiality to the Trust, such as their respective legal counsel, accountants, transfer agent, securities depository, or any other entity for the purpose of sending disclosure documentation required to be sent to Unit holders from time to time.

The Subscriber (on its own behalf and, if applicable, on behalf of each Beneficial Purchaser on whose behalf the Subscriber is contracting) hereby consents to the collection, use and disclosure by the Trust of the Personal Information for the Purposes.

#### **General**

15. *Obligations of the Trust.* The Subscriber (and, if applicable, each Beneficial Purchaser) acknowledges the obligations of the Trust under this Subscription Agreement and that such obligations will not be personally binding upon any of the Trustees, any registered or beneficial holder of Units or any beneficiary under a plan of which a holder of such Units acts as a trustee or carrier, and that resort will not be had to, nor will recourse or satisfaction be sought from, by lawsuit or otherwise, any of the foregoing or the private property of any of the foregoing in respect of any indebtedness, obligation or liability of the Trust arising hereunder, and recourse for such indebtedness, obligations or liabilities of the Trust, as the case may be, will be limited to, and satisfied only out of, the assets of the Trust, as the case may be.

16. *Modification.* Subject to the terms hereof, neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

17. *Assignment.* The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber, the Trust and their respective successors and assigns; provided that this Subscription Agreement shall not be assignable by any party without the prior written consent of the other party. For greater certainty this Subscription Agreement may only be transferred or assigned by the Subscriber subject to compliance with applicable laws (including, without limitation, applicable securities laws).

18. *Miscellaneous and Counterparts.* All representations, warranties, agreements and covenants made or deemed to be made by the Subscriber (and, if applicable, others for whom it is contracting hereunder) herein will survive the execution and delivery, and acceptance, of this Subscription Agreement and the Closing. This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the

same document.

19. *Governing Law.* This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Subscription Agreement.

20. *Entire Agreement.* This Subscription Agreement (including the Schedules hereto) represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. This Subscription Agreement may be amended or modified in any respect by written instrument only.

21. *Severability.* The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

22. *Language.* In connection with the offering of the Purchased Securities, the undersigned hereby requests that all documentation available, including the Subscription Agreement, be prepared and forwarded in the English language only. Dans le cadre du placement propose d'obligations de Hills of Windridge A2A Trust, le soussigné consent par les présentes à ce que la documentation relative à ce placement proposé, y compris la convention de souscription, soit rédigée et soumise en la langue anglaise seulement.

23. *Time of Essence.* Time shall be of the essence of this Subscription Agreement.

24. *Currency.* Unless otherwise noted, all dollar amounts referred to in this Subscription Agreement are in United States dollars.

*[Remainder of Page Intentionally Left Blank]*

SCHEDULE C

OFFERING MEMORANDUM RISK ACKNOWLEDGEMENT

(THIS FORM MUST BE COMPLETED IN DUPLICATE BY SUBSCRIBERS)

HILLS OF WINDRIDGE A2A TRUST COPY TO BE SUBMITTED WITH EXECUTED SUBSCRIPTION AGREEMENT

RISK ACKNOWLEDGEMENT

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- These securities are redeemable, but I may only be able to redeem them in limited circumstances.
- I could lose all the money I invest.

I am investing \$ 1,000 [total consideration] in total; this includes any amount I am obliged to pay in future. Windridge A2A Developments, LLC will pay \$ 80 ~~(92 FEE)~~ (amount of fee or commission) of this to Pinnacle Wealth Brokers [name of exempt market dealer selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

DATED this 7<sup>th</sup> day of FEB, 2014.

NICHOLAS EDWARDS

Full legal name of Subscriber – please print

N. Edwards

Signature of Subscriber

Name of Signatory (if different than Subscriber)

Official Capacity or Title, if applicable

Sign 2 copies of this document. Keep one copy for your records.

WARNING

You have 2 business days to cancel your purchase



To do so, send a notice to Hills of Windridge A2A Trust stating that you want to cancel your purchase. You must send the notice before midnight on the 2<sup>nd</sup> business day after you sign the agreement to purchase the securities. You can send the notice by fax or email, or deliver it in person to Hills of Windridge A2A Trust at its business address. Keep a copy of the notice for your records.

Issuer Name & Address: Hills of Windridge A2A Trust  
  
c/o A2A Capital Services Canada Inc.  
744 Fourth Avenue SW -Suite 900  
Calgary Alberta T2P 3T4

Telephone / E-mail: P: 403.460.9921 E: windridgeinfo@a2acanada.ca

### **You are buying Exempt Market Securities**

They are called exempt market securities because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator. There are restrictions on your ability to resell exempt market securities. Exempt market securities are more risky than other securities.

### **You will receive an offering memorandum**

Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

### **You will not receive advice** *[Instruction: Delete if sold by registrant]*

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from an adviser or registered dealer. In Alberta, Manitoba, Saskatchewan, Prince Edward Island, Northwest Territories, Nunavut and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

### **The securities you are buying are not listed**

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

### **The issuer of your securities is a non-reporting issuer**

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

British Columbia Securities Commission  
P.O. Box 10142  
Pacific Centre 701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Telephone: (604) 899-6500  
Toll free (BC & Alta): 1-800-373-6393  
Fax: (604) 899-6506

Alberta Securities Commission  
4th Floor, 300-5th Avenue SW  
Calgary, Alberta T2P 3C4  
Telephone: (403) 297-6454  
Fax: (403) 297-6156

Saskatchewan Financial Services  
Commission  
6th Floor, 1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 3V7  
Telephone: (306) 787-5879  
Fax: (306) 787-5899

The Manitoba Securities Commission  
500-400 St. Mary Avenue  
Winnipeg Manitoba R3C 4K5  
Telephone: (204) 945-2548  
Fax: (204) 945-0330

Securities Commission of Newfoundland  
and Labrador  
P.O. Box 8700  
2<sup>nd</sup> Floor, West Block Confederation  
Building  
St. John's, Newfoundland A1B 4J6  
Telephone: (709) 729-4189  
Fax: (709) 729-6187

Nova Scotia Securities Commission  
2<sup>nd</sup> Floor, Joseph Howe Building  
1690 Hollis Street  
Halifax, Nova Scotia B3J 3J9  
Telephone: (902) 424-7768  
Fax: (902) 424-4625

New Brunswick Securities Commission  
133 Prince William Street, Suite 606  
Saint John, New Brunswick E2L 2B5  
Telephone: (506) 658-3060  
Fax: (506) 658-3059

Prince Edward Island Securities Office  
P.O. Box 2000  
95 Rochford Street  
Charlottetown, Prince Edward Island  
CIA 7N8  
Telephone: (902) 368-4569  
Fax: (902) 368-5283

Government of Northwest Territories  
Department of Justice Securities  
Registry  
1st Floor Stuart M. Hodgson Building  
5009- 49th Street  
Yellowknife, Northwest Territories  
X1A 2L9  
Telephone: (867) 920-3318  
Fax: (867) 873-0243

Government of Nunavut  
Department of Justice  
Legal Registries Division  
P.O. Box 1000 Station 570  
1<sup>st</sup> Floor, Brown Building  
Iqaluit, Nunavut X0A 0H0  
Telephone: (867) 975-6190  
Fax: (867) 975-6194

Government of Yukon  
Department of Community Services Law  
Centre, 3rd Floor  
2130 Second Avenue  
Whitehorse, Yukon Y1A 5H6  
Telephone: (867) 667-5314  
Fax: (867) 393-6251

**The Subscriber must sign 2 copies of this form.**

**The Subscriber and Hills of Windridge A2A Trust must each receive a signed copies**

**OM Receipt Acknowledgement Form**

To Whom It May Concern:

I NICHOLAS EDWARDS hereby acknowledge and confirm that  
I have been provided with, and am in receipt of the Offering Memorandum  
in relation to **Hills of Windridge A2A Trust** dated **November 21, 2013**.

N. Edwards  
Signature

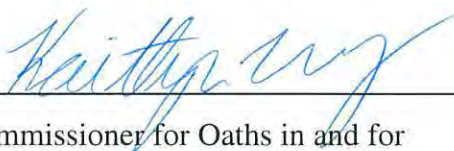
FEB 7/14  
Date

NICHOLAS EDWARDS  
Dealing Representative Name

Pinnacle Wealth Brokers  
Exempt Market Dealer



This is Exhibit "33" referred to  
In the Affidavit of Michael Edwards  
Sworn before me this 14 day of November, 2024



Commissioner for Oaths in and for  
the Province of Alberta

**Kaitlyn Wong**  
Barrister & Solicitor  
3400, 350 7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P3N9  
Ph: 1-403-261-7388

ERIS



33

# UPDATE TITLE REPORT

**Subject Property:** 3245'21.55"N 9731'5.60"W  
FORT WORTH, TX 76108

**APN(s):** 40813703  
A18861NA1

**Order Number:** 24080801017

**Date Effective:** 08/08/2024

**Date Completed:** 08/14/2024

**Liens:** FOUND; SEE REPORT FOR DETAILS.

## LIMITATION

This report is neither a guarantee of title, a commitment to insure, or a policy of title insurance. ERIS – Environmental Risk Information Services does not guarantee nor include any warranty of any kind whether expressed or implied, about the validity of all information included in this report since this information is retrieved as it is recorded from various agencies that make it available. The total liability is limited to the fee paid for this report.

## Thank You for Your Business

Please contact ERIS at 416-510-5204 or [info@erisinfo.com](mailto:info@erisinfo.com) with any questions or comments.

**Environmental Risk Information Services**

A division of Glacier Media Inc.

1.866.517.5204 | [info@erisinfo.com](mailto:info@erisinfo.com) | [erisinfo.com](http://erisinfo.com)

*MP*

# TITLE UPDATE REPORT

Order No: 24080801017

Owner's Name:	WINDRIDGE A2A DEVELOPMENTS LLC		
Street Address:	3245'21.55"N 9731'5.60"W		
City, State Zip Code:	FORT WORTH, TX 76108		
APN/Parcel/PIN:	40813703 A18861NA1	County: TARRANT	
Legal Description:	WOODS, J P SURVEY ABSTRACT 1886 TRACT 1N AG		
Reference Number:	79-363357-47		

## DEED CHAIN

### Instrument: WARRANTY DEED

Date Recorded:	09/20/2012	Instrument:	D212232276
Dated:	09/19/2012		
Grantor(s):	WINDRIDGE-TARRANT 427 LTD		
Grantee(s):	WINDRIDGE A2A DEVELOPMENTS LLC		

## MORTGAGES AND DEEDS OF TRUST

NO OPEN MORTGAGES FOUND FOR CURRENT OWNER OF SUBJECT PROPERTY.



# TITLE UPDATE REPORT

Order No: 24080801017

## JUDGMENTS, UCC, AND LIENS

### Instrument 1. JUDGMENT

Date Recorded:	11/12/2020	Instrument:	D220296281
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 2. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221108742
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 3. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221108743
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 4. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221108744
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 5. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221108745
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 6. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221108746
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 7. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221108747
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 8. JUDGMENT

## Environmental Risk Information Services

A division of Glacier Media Inc.

1.866.517.5204 | [info@erisinfo.com](mailto:info@erisinfo.com) | [erisinfo.com](http://erisinfo.com)

# TITLE UPDATE REPORT

Order No: 24080801017

## JUDGMENTS, UCC, AND LIENS

Date Recorded:	04/20/2021	Instrument:	D221109554
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 9. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221109555
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 10. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221109556
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 11. JUDGMENT

Date Recorded:	04/20/2021	Instrument:	D221109557
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

### Instrument 12. JUDGMENT

Date Recorded:	04/29/2021	Instrument:	D221119772
		Amount:	\$3,844,256.50
Plaintiff / Creditor / In Favor Of:	FOREST FUNDING LLC; GLOBAL FOREST LLC		

# TITLE UPDATE REPORT

Order No: 24080801017

## THANK YOU FOR YOUR BUSINESS

Please contact ERIS with any questions or comments at  
416-510-5204 or [info@erisinfo.com](mailto:info@erisinfo.com)

Order Number:  
**24080801017**

The Title Update provides ownership and encumbrance information from the time the current owner purchased the property, up to present time. The report will verify property ownership, check property tax status and report on any encumbrances recorded during the current ownership, including: mortgages, taxes, liens and judgments.

Our professional network of trained researchers follow established industry protocols and use client-supplied property information to complete this Title Update. The report includes:

- Current deed information (i.e. grantor, grantee, recording dates)
- Property tax status, when available
- Lien and judgment information (i.e. creditor, amounts and recording dates)
- Copy of the most recently recorded deed





## **DEED EXHIBIT**

**Electronically Recorded**

Official Public Records

*Mary Louise Garcia*

Mary Louise Garcia

Tarrant County Texas

9/20/2012 2:42 PM

**D212232276**

PGS 16 \$76.00

Submitter: ERECORDING PARTNERS  
NETWORK

Capital Title

GF#12-13986472

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

Conforms to State Bar of Texas Form

Effective Date: September 19, 2012Grantor: **WINDRIDGE-TARRANT 437, LTD., a Texas limited partnership**Grantor's Mailing Address (including county): **5944 Luther Lane, Suite 735  
Dallas, Texas 75225  
Dallas County**Grantee: **WINDRIDGE A2A DEVELOPMENTS, LLC, a Texas limited liability company**Grantee's Mailing Address (including county): **4325 Windsor Centre Trail, Suite 600  
Flower Mound, Texas 75028  
Denton County**

Consideration: Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being all those certain tracts or parcels of land situated in Tarrant County, Texas, being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the exceptions set forth in Exhibit "B" attached hereto and made a part hereof.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee,

Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to warranty.

Current ad valorem taxes having been prorated, the payment thereof is assumed by Grantee.


When the context requires, singular nouns and pronouns include the plural.

WINDRIDGE-TARRANT 437, LTD.,  
a Texas limited partnership

BY: BC WHITE SETTLEMENT, LLC,  
a Texas limited liability company,  
General Partner

BY: BRISCOE CLARK COMPANY, LTD.,  
a Texas limited partnership, Member

BY: CLARK BRISCOE DEVELOPMENT COMPANY,  
a Texas corporation, General Partner

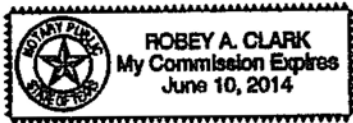
BY:   
JAMES BRISCOE, President

ACKNOWLEDGMENT

State of Texas

County of DALLAS

This instrument was acknowledged before me on this 19th day of September, 2012, by JAMES BRISCOE, President of CLARK BRISCOE DEVELOPMENT COMPANY, a Texas corporation, General Partner of BRISCOE CLARK COMPANY, LTD. a Texas limited partnership, Member of BC WHITE SETTLEMENT, LLC, a Texas limited liability company, General Partner of WINDRIDGE-TARRANT 437, LTD., a Texas limited partnership, on behalf of said partnership.



Robey A. Clark  
Notary Public - State of Texas

AFTER RECORDING RETURN TO:

Capital Title of Texas, LLC  
5100 Preston Road, Suite 200  
Frisco, Texas 75034  
Phone (214) 618-7999  
Fax (214) 618-7996

PREPARED IN THE LAW OFFICE OF:

Munson, Munson, Cardwell & Tillett, P.C.  
301 W. Woodard - P. O. Box 1099  
Denison, Texas 75020  
(903) 463-3750  
GE# 12-139864-FN



## EXHIBIT "A"

## Tract I:

BEING all that certain lot, tract or parcel of land situated in the G. B. Kenney Survey, Abstract Number 920, and the J. Ward Survey, Abstract Number 1595, and the J.P. Woods Survey, Abstract Number 1886, Tarrant County, Texas, and being all of that certain tract of land described as Tract I by deed to Windridge Tarrant 437, Ltd., recorded under Instrument Number D207309621, Deed Records, Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a "PK" Nail set in White Settlement Road from which a 1/2 inch iron rod found for witness bears South 27 degrees 06 minutes 56 seconds West at 25.17 feet, same point being the northwest corner of said Windridge tract and the northeast corner of a tract of land described by deed to Texas Utilities Company, recorded in Volume 9046, Page 373, D.R.T.C.T., same point being the beginning of a non-tangent curve to the right, having a radius of 2098.31 feet;

THENCE with said White Settlement Road and with said curve to the right, through a central angle of 07 degrees 21 minutes 34 seconds, whose chord bears South 65 degrees 05 minutes 38 seconds East at 269.34 feet, having an arc length of 269.52 feet to a "PK" Nail set for corner in White Settlement Road from which a 1/2 inch iron rod found for witness bears South 29 degrees 35 minutes 12 seconds West at 25.26 feet;

THENCE South 61 degrees 24 minutes 51 seconds East, with White Settlement Road, a distance of 428.88 feet to a "PK" Nail set for corner at the beginning of a curve to the left, having a radius of 1310.90 feet;

THENCE with White Settlement Road and with said curve to the left, through a central angle of 19 degrees 52 minutes 36 seconds, whose chord bears South 71 degrees 21 minutes 09 seconds East at 452.49 feet, having an arc length of 454.77 feet to a "PK" Nail set for corner in White Settlement Road;

THENCE South 81 degrees 17 minutes 27 seconds East, with White Settlement Road, a distance of 417.55 feet to a "PK" Nail set for corner in White Settlement Road;

**THENCE** South 12 degrees 40 minutes 32 seconds West, over and across White Settlement Road, a distance of 40.34 feet to a 5/8 inch iron rod found for corner in the south line of White Settlement Road;

**THENCE** South 81 degrees 14 minutes 08 seconds East, with the south line of White Settlement Road, a distance of 336.81 feet to a 1/2 inch iron rod with cap stamped "Conway" found for the most northerly northeast corner of said Windridge Tract I and the northwest corner of Silver Ridge Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 9613, Plat Records, Tarrant County, Texas (P.R.T.C.T.);

**THENCE** South 08 degrees 44 minutes 49 seconds West, with the west line of said Silver Ridge Addition, a distance of 493.39 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for the northeast corner of a tract of land described by deed to White Settlement Independent School District (ISD), recorded in Volume 9206, Page 1789, D.R.T.C.T., same point being in the west line of said Silver Ridge Addition;

**THENCE** North 81 degrees 16 minutes 31 seconds West, with the north line of said White Settlement ISD tract, a distance of 677.69 feet to a 5/8 inch iron rod found for the northwest corner of said White Settlement ISD tract;

**THENCE** South 08 degrees 41 minutes 53 seconds West, with the west line of said White Settlement ISD tract, a distance of 28.83 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner at the beginning of a non-tangent curve to the left, having a radius of 1166.00 feet;

**THENCE** with the west line of said White Settlement ISD tract and with said curve to the left, through a central angle of 19 degrees 22 minutes 54 seconds, whose chord bears South 00 degrees 58 minutes 22 seconds East at 392.55 feet, having an arc length of 394.43 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for corner;

**THENCE** South 10 degrees 39 minutes 14 seconds East, with the west line of said White Settlement ISD tract, a distance of 331.44 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for the southwest corner of said White Settlement ISD tract;

**THENCE North 79 degrees 19 minutes 53 seconds East, with the south line of said White Settlement ISD tract, a distance of 602.35 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the beginning of a curve to the left, having a radius of 970.00 feet;**

**THENCE with the south line of said White Settlement ISD tract and with said curve to the left, through a central angle of 04 degrees 14 minutes 13 seconds, whose chord bears North 77 degrees 12 minutes 46 seconds East at 71.71 feet, having an arc length of 71.73 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for comer in the south line of said White Settlement ISD tract and the north right-of-way line of Live Oak Creek Drive, same point being in the west line of Silver Ridge Phase I, Section I, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-219, Page 7, P.R.T.C.T.;**

**THENCE South 14 degrees 52 minutes 30 seconds East, with the southwesterly line of said Silver Ridge Phase I, Section 1, a distance of 180.00 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the southwest comer of Lot 13, Block 9 of said Silver Ridge Phase I, Section 1;**

**THENCE South 17 degrees 46 minutes 14 seconds East, with the southwesterly line of said Silver Ridge Phase I, Section 1, a distance of 250.17 to a 1/2 inch iron rod with cap found for the beginning of a non-tangent curve to the left, having a radius of 1425.00 feet;**

**THENCE with the south right-of-way line of Bighorn Court and with said curve to the left, through a central angle of 00 degrees 16 minutes 05 seconds, whose chord bears North 74 degrees 28 minutes 44 seconds East at 6.67 feet, having an arc length of 6.67 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the northwest comer of Lot 2, Block 9 of said Silver Ridge Phase I, Section 1;**

**THENCE South 15 degrees 39 minutes 18 seconds East, with the southwesterly line of said Silver Ridge Phase I, Section 1, a distance of 206.22 feet to a 1/2 inch iron rod with cap stamped "LBS RPLS 4946" found for the southwest corner of Lot 2 and the northwest comer of Lot 1, Block 9 of said Silver Ridge Phase I, Section 1;**

**THENCE South 27 degrees 15 minutes 53 seconds East, with the southwesterly line of said Silver Ridge Phase I, Section 1, a distance of 305.58 feet to a 5/8 inch iron rod with cap found for the most southerly southwest comer of**

Lot 11, Block 8 of said Silver Ridge Phase I, Section 1;

THENCE South 68 degrees 49 minutes 54 seconds East, with the southwesterly line of said Silver Ridge Phase I, Section 1, a distance of 467.71 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the most southerly corner of Lot 9, Block 8 of said Silver Ridge Phase I, Section 1;

THENCE North 88 degrees 46 minutes 56 seconds East, with the south line of said Silver Ridge Phase I, Section 1, a distance of 628.73 feet to a 1/2 inch iron rod found for a southeast corner of said Silver Ridge Phase I, Section 1, same point being in the southeasterly right-of-way line of Silver Ridge Boulevard;

THENCE North 42 degrees 48 minutes 43 seconds East, with a southeasterly line of said Silver Ridge Phase I, Section 1, and the southeasterly right-of-way line of Silver Ridge Boulevard, a distance of 147.49 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for the beginning of a curve to the left, having a radius of 968.00 feet;

THENCE with the southeast right-of-way line of Silver Ridge Boulevard and with said curve to the left, through a central angle of 09 degrees 32 minutes 40 seconds, whose chord bears North 38 degrees 02 minutes 22 seconds East at 161.07 feet, having an arc length of 161.23 feet to a 5/8 inch iron rod with cap stamped "Area Surveying" found for the southwest corner of Lot 1, Block 3 of said Silver Ridge Phase I, Section I;

THENCE South 69 degrees 13 minutes 41 seconds East, with a southwesterly line of said Silver Ridge Phase I, Section I, a distance of 452.79 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the southeast corner of Lot 6, Block 3 and the southwest corner of Lot 7, Block 3 of said Silver Ridge Phase I, Section I;

THENCE South 56 degrees 33 minutes 44 seconds East, with a southwesterly line of said Silver Ridge Phase I, Section I, a distance of 104.63 feet to a railroad spike found for southeast corner of Lot 8, Block 3 and the northwest corner of Lot 9, Block 3 of said Silver Ridge Phase I, Section I;

THENCE South 15 degrees 37 minutes 57 seconds East, with a southwesterly line of said Silver Ridge Phase I, Section I, a distance of 116.43 feet to a 1/2 inch iron rod found for the southwest corner of Lot 10, Block 3 and the northwest corner of Lot 11, Block 3 of said Silver Ridge Phase I, Section I;

THENCE South 26 degrees 55 minutes 25 seconds West, with a southwesterly line of said



Silver Ridge Phase I,  
Section I, a distance of 146.72 feet to a 5/8 inch iron rod with cap found for the most  
westerly corner of Lot 12,  
Block 3 of said Silver Ridge Phase I, Section I;

THENCE South 55 degrees 51 minutes 38 seconds East, with a southwesterly line of said  
Silver Ridge Phase I,  
Section I, a distance of 182.16 feet to a 1/2 inch iron rod found for the most southerly  
southwest corner of Lot I,  
Block I of said Silver Ridge Phase I, Section I;

THENCE North 88 degrees 55 minutes 42 seconds East, with a south line of said Silver  
Ridge Phase I, Section I, a  
distance of 545.74 feet to the easternmost northeast corner of said Windridge Tract I and  
the southeast corner of said  
Silver Ridge Phase I, Section I, same point being the southwest corner of a tract of land  
described by deed to Verna  
Trail West Trust, recorded under Instrument No. D209168119, D.R.T.C.T. and the north  
line of Verna Trail West  
and from which a 5/8 inch iron rod with cap stamped "Carter & Burgess" found bears  
South 88 degrees 55 minutes  
42 seconds West, a distance of 0.40 feet;

THENCE South 00 degrees 59 minutes 20 seconds East with the east line of said Windridge  
Tract I, passing the  
northwest and southwest corners of Tejas Trail Addition, an addition to the City of Fort  
Worth, Tarrant County,  
Texas, according to the plat thereof recorded in Volume 388-179, Page 33, P.R.T.C.T., and  
passing the northwest  
and southwest corner of Chapel Creek Addition, an addition to the City of Fort Worth,  
Tarrant County, Texas,  
according to the plat thereof recorded in Volume 388-153, Page 75, P.R.T.C.T., and passing  
the northwest and  
southwest corners of Chapel Creek Addition, an addition to the City of Fort Worth,  
Tarrant County, Texas,  
according to the plat thereof recorded in Volume 388-177, Page 68, P.R.T.C.T., and passing  
the northwest corner of  
Chapel Springs Addition, an addition to the City of Fort Worth, Tarrant County, Texas,  
according to the plat thereof  
recorded in Cabinet A, Slide 11555, P.R.T.C.T., and continuing on for a total distance of  
1338.33 feet to a 1/2 inch  
iron rod with yellow cap stamped "ASC" set for the most easterly southeast corner of said  
Windridge Tract I and the  
northeast corner of a tract of land described by deed to East Gate Properties, Inc. (Tract  
III), recorded under  
Instrument Number D206412166, D.R.T.C.T., same point being in the west line of Lot 11,  
Block A of said Chapel  
Springs Addition,;

THENCE North 89 degrees 50 minutes 45 seconds West, with the north line of said East

Gate tract, a distance of

500.38 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for an inner ell corner of said

Windridge Tract I and the northwest corner of said East Gate tract;

THENCE South 00 degrees 59 minutes 20 seconds East, with the west line of said East Gate tract, a distance of

500.00 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for the most southerly southeast

corner of said Windridge Tract I and the southwest corner of said East Gate tract, same point being in the north line

of White Settlement Independent School District (I.S.D.) Addition, an addition to the City of Fort Worth, Tarrant

County, Texas, according to the plat thereof recorded in Cabinet B, Slide 1534, P.R.T.C.T.;

THENCE North 89 degrees 50 minutes 45 seconds West, with the south line of said

Windridge Tract I, passing the

northwest corner of said White Settlement I.S.D. Addition, passing the northeast and northwest corners of Chapel

Creek Ranch Phase 1A, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof

recorded in Volume 388-208, Page 34, P.R.T.C.T., passing the northeast corner of Westside Pump Station Addition,

an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A,

Slide 8372, P.R.T.C.T., continuing on for a total distance of 2112.04 feet to a point for corner from which a 1/2 inch

iron rod found bears South 89 degrees 50 minutes 45 seconds at 0.60 feet, same point being in the north line of said

Westside Pump Station Addition;

THENCE North 89 degrees 55 minutes 17 seconds West, passing the northwest corner of said Westside Pump

Station Addition and the northeast corner of Eagle Mountain Balancing Reservoir, an addition to the City of Fort

Worth, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 10961, P.R.T.C.T.,

continuing on for a total distance of 250.08 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying

Company" set for corner from which a 3/4 inch iron rod found bears North 46 degrees 25 minutes 30 seconds East at

3.51 feet;

THENCE North 13 degrees 09 minutes 06 seconds West, with a northeasterly line of said Eagle Mountain addition,

a distance of 406.67 feet to a 5/8 inch iron rod found for corner in the south line of said Windridge Tract I and the

north line of said Eagle Mountain addition;

THENCE North 81 degrees 26 minutes 30 seconds West, with the south line of said

Windridge Tract I and the north line of said Eagle Mountain addition, a distance of 1050.02 to a 5/8 inch iron rod found for a southwest corner of said Windridge Tract I and the northwest corner of said Eagle Mountain addition, same point being in the east line of a tract of land described by deed to TXU Delivery Company, recorded under Instrument Number D206031116, D.R.T.C.T.;

THENCE North 15 degrees 10 minutes 52 seconds East, with a west line of said Windridge Tract I and the east line of said TXU tract, a distance of 464.49 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner, same point being in the north line of a tract of land described by deed to Texas Utilities Company, recorded in Volume 8814, Page 256, D.R.T.C.T.;

THENCE North 33 degrees 28 minutes 30 seconds West, with the southwesterly line of said Windridge Tract I and the northeasterly line of said Texas Utilities tract (vol. 8814, pg. 256), a distance of 2193.85 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for the most westerly southwest corner of said Windridge Tract I and the most southerly corner of a tract of land described by deed to East Gate Properties, Inc. (Tract II), recorded under Instrument Number D206412166, D.R.T.C.T.;

THENCE North 27 degrees 05 minutes 26 seconds East, with southeasterly line of said East Gate tract, a distance of 450.00 feet to a point for corner from which a 1/2 inch iron rod with cap stamped "Fulton Surveying" bears North 75 degrees 17 minutes 36 seconds East at 2.42 feet;

THENCE North 33 degrees 28 minutes 30 seconds West, with the northeast line of said East Gate tract, a distance of 500.00 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for the most westerly northwest corner of said Windridge Tract I and the most northerly corner of said East Gate tract, same point being in the east line of said Texas Utilities tract (vol. 9046, pg. 373);

THENCE North 27 degrees 06 minutes 56 seconds East, with the west line of said Windridge Tract I and the east line of said Texas Utilities tract (vol. 9046, pg. 373), a distance of 1301.23 feet to the POINT OF BEGINNING and containing 290.014 acres of land, more or less.

Tract II:

BEING all that certain lot, tract or parcel of land situated in the J. Ward Survey, Abstract

Number 1595, and the J.

P. Woods Survey, Abstract Number 1886, Tarrant County, Texas, and being all of that certain tract of land described as Tract II by deed to Windridge Tarrant 437, Ltd., recorded under Instrument Number 0207309621, Deed Records, Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the southwest corner of said Windridge Tract II and the northwest corner of a tract of land described by deed to SMT Investors Limited Partnership, et al, recorded under Instrument Number 0206280509, D.R.T.C.T., same point being in the east line of a tract of land described by deed to Tannahill Ranch Surface Partnership, Ltd., recorded under Instrument Number 0209144492, D.R.T.C.T.;

**THENCE** North 00 degrees 46 minutes 06 seconds West, with the east line of said Tannahill Ranch tract, a distance of 2126.46 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for the southwest corner of a tract of land described by deed as Tract I to East Gate Properties, Inc., recorded under Instrument Number 0206412166, D.R.T.C.T.;

**THENCE** North 89 degrees 13 minutes 54 seconds East, with the south line of said East Gate tract, a distance of 660.00 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for the southeast corner of said East Gate tract;

**THENCE** North 00 degrees 46 minutes 06 seconds West, with the east line of said East Gate tract, a distance of 660.00 feet to a 1/2 inch iron rod found for the northeast corner of said East Gate tract;

**THENCE** South 89 degrees 13 minutes 54 seconds West, with the north line of said East Gate tract, a distance of 660.00 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for the northwest corner of said East Gate tract, same point being in the east line of said Tannahill Ranch tract;

**THENCE** North 00 degrees 46 minutes 06 seconds West, with the east line of said Tannahill Ranch tract, a distance of 640.00 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for the northwest corner of said Windridge Tract II and the southwest corner of a tract of land described by deed to Texas Utilities Electric Company, recorded in Volume 9046, Page 373, D.R.T.C.T.;

**THENCE** North 89 degrees 11 minutes 22 seconds East, with the south line of said Texas Utilities tract, a distance



of 904.05 feet to a 1/2 inch iron rod found for the northeast corner of said Windridge Tract 11, same point being in the southwest line of said Texas Utilities tract and the southwest line of a tract of land described by deed to Texas Utilities Electric Company, recorded in Volume 8814, Page 256, D.R.T.C.T.;

THENCE South 33 degrees 28 minutes 30 seconds East, with the southwest line of said Texas Utilities tract (vol. 8814, pg. 256), a distance of 2910.08 feet to a 1/2 inch iron rod with cap stamped "ASC" set for the most easterly corner of said Windridge Tract II, same point being in the southwesterly line of said Texas Utilities tract (vol. 8814, pg. 256) and the northwest corner of a tract of land described by deed to TXU Delivery Company, recorded under Instrument Number D206031116, D.R.T.C.T.;

THENCE South 15 degrees 10 minutes 52 seconds West, with the west line of said TXU tract, a distance of 1027.49 feet to a 5/8 inch iron rod found for the southeast corner of said Windridge Tract II and the northeast corner of a tract of land described by deed to Chesapeake Land Development Company, LLC., recorded under Instrument Number D211167040, D.R.T.C.T.;

THENCE South 89 degrees 29 minutes 04 seconds West, partially with said Chesapeake tract, a distance of 1332.27 feet to a railroad spike found for the northeast corner of said SMT Investors tract and the northwest corner of a tract of land described as Tract I by deed to FW Vista West II, LP., recorded under Instrument Number D206035754, D.R.T.C.T.;

THENCE South 89 degrees 28 minutes 19 seconds West, with the north line of said SMT Investors tract, a distance of 861.88 feet to the POINT OF BEGINNING and containing 137.732 acres of land, more or less.

### Tract III:

BEING all that certain lot, tract or parcel of land situated in the J. P. Woods Survey, Abstract Number 1886, Tarrant County, Texas, and being all of that certain tract of land described as Tract III by deed to Windridge Tarrant 437, Ltd., recorded under Instrument Number D207309621, Deed Records, Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for the northeast corner of said Windridge Tract III, same point being in the south right-of-way line of White Settlement

Road and the west line of a right-of-way dedication as shown of the D. Smith Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Cabinet B, Slide 2205, Plat Records, Tarrant County, Texas;

THENCE South 00 degrees 59 minutes 20 seconds East, with the west line of said D. Smith Addition, a distance of 279.99 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the southeast corner of said Windridge Tract III from which a 1/2 inch iron rod with cap stamped "Dunaway" bears South 89 degrees 03 minutes 11 seconds West at 0.40 feet, same point being the northeast corner of a tract of land described as Tract I by deed to SJ Silver Ridge Development, LP., recorded under Instrument Number D203354019, D.R.T.C.T.;

THENCE South 89 degrees 03 minutes 11 seconds West, with the north line of said SJ Silver Ridge tract, a distance of 333.45 feet to a 1/2 inch iron rod with cap stamped "Fulton" found for corner;

THENCE North 56 degrees 58 minutes 17 seconds West, with the north line of said SJ Silver Ridge tract, a distance of 499.98 feet to a 1/2 inch iron rod with cap stamped "Dunaway" found for corner;

THENCE North 84 degrees 10 minutes 54 seconds West, with the north line of said SJ Silver Ridge tract, a distance of 201.82 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the southwest corner of said Windridge Tract III and the northwest corner of said SJ Silver Ridge tract, same point being in the east right-of-way line of Silver Ridge Boulevard as shown on plat of Silver Ridge Phase I, Section I, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-219, Page 7, Plat Records, Tarrant County, Texas, same point being the beginning of a non-tangent curve to the right, having a radius of 465.00 feet;

THENCE with the east right-of-way line of Silver Ridge Boulevard and with said non-tangent curve to the right, through a central angle of 32 degrees 00 minutes 00 seconds, whose chord bears North 21 degrees 50 minutes 23 seconds East at 256.34 feet, having an arc length of 259.70 feet to a 1/2 inch iron rod found for corner;

THENCE North 37 degrees 50 minutes 23 seconds East, with the east right-of-way line of Silver Ridge Boulevard, a distance of 87.22 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the left, having a radius of 598.00 feet;

**THENCE** with the east right-of-way of Silver Ridge Boulevard and with said curve to the left, through a central angle of 14 degrees 57 minutes 57 seconds, whose chord bears North 30 degrees 21 minutes 25 seconds East at 155.76 feet, having an arc length of 156.20 feet to a 1/2 inch iron rod found for the northwest corner of said Windridge Tract III, same point being in the south right-of-way line of White Settlement Road;

**THENCE** South 75 degrees 12 minutes 34 seconds East, with the south right-of-way line of White Settlement Road, a distance of 151.16 feet to a 5/8 inch iron rod with cap stamped "Carter Burgess" found for corner at the beginning of a curve to the right, having a radius of 841.48 feet;

**THENCE** with the south right-of-way line of White Settlement Road and with said curve to the right, through a central angle of 30 degrees 12 minutes 00 seconds, whose chord bears South 60 degrees 06 minutes 34 seconds East at 438.42 feet, having an arc length of 443.54 feet to a 1/2 inch iron rod with cap stamped "Fulton Surveying" found for corner;

**THENCE** South 45 degrees 00 minutes 33 seconds East, with the south right-of-way line of White Settlement Road, a distance of 253.54 feet to the beginning of a non-tangent curve to the left, having a radius of 994.93 feet, from which a 1/2 inch iron rod found bears South 78 degrees 40 minutes 24 seconds West at 0.34 feet;

**THENCE** with the south right-of-way line of White Settlement Road and with said curve to the left, through a central angle of 01 degrees 08 minutes 21 seconds, whose chord bears South 51 degrees 06 minutes 19 seconds East at 19.78 feet, having an arc length of 19.78 feet to the POINT OF BEGINNING and containing 9.650 acres of land, more or less.

**EXHIBIT "B"**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
2. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 2975, Page 207, Deed Records of Tarrant County, Texas. (Tracts 1 and 3)
3. Easement for right-of-way granted to Lone Star Gas Company by instrument recorded in Volume 2483, Page 221, Deed Records of Tarrant County, Texas. (Tracts 1 and 2)
4. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 8453, Page 1715, Deed Records of Tarrant County, Texas. (Tract 1)
5. Easement for right-of-way granted to Texas Electric Service Company by instrument recorded in Volume 9184, Page 681, Deed Records of Tarrant County, Texas. (Tracts 1 and 2)
6. Easement for right-of-way granted to Enserch Corporation, recorded in Volume 9730, Page 907, Deed Records of Tarrant County, Texas. (Tract 1)
7. The existence of a sanitary sewer along the Northerly side(s) of the Property, as shown by the files of the City of Fort Worth, Page 1994-396. (Tract 1)
8. All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein.
9. Terms, conditions, stipulations of, and easements granted by Thirty foot wide (30') Pipeline and Access Easement Agreement, recorded under Clerk's File No. D204343519, Deed Records of Tarrant County, Texas as affected by Clerk's File No. D205318790, Deed Records of Tarrant County, Texas. (Tracts land 2)
10. Terms, conditions, stipulations of, and easement granted by Water Pipeline(s) Easement and Right-of-Way recorded under Clerk's File No. D205318789, Deed Records of Tarrant County, Texas.
11. Easement for Temporary Workspace Easement and Right-of-Way reserved by grantors in warranty deed recorded under Clerk's File No. D206076626, Deed Records of Tarrant County, Texas. (Tract 1)
12. Right of Way Agreement between Grantor and Energy Transfer Fuel, L.P., recorded under



Clerk's File No. D206201266, Deed Records of Tarrant County, Texas, as affected by Conveyance, Assignment and Bill of Sale, dated effective December 1, 2006, filed for record under Clerk's File No. D207020167, Deed Records of Tarrant County, Texas.

13. Easement executed by TXU Electric Delivery Company, to Crosstex North Texas Gathering L.P., dated February 27, 2007, recorded in/under Instrument File No. D207127585, of the Real Property Records of Tarrant County, Texas. As affected by Partial Assignment filed July 16, 2009, recorded in Instrument File No. D209190494, and filed November 18, 2009, recorded in Instrument File No. D209303518 Real Property Records, Tarrant County, Texas.
14. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, dated August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198475, of the Real Property Records of Tarrant County, Texas.
15. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, dated August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198477, of the Real Property Records of Tarrant County, Texas.
16. Easement created in instrument executed by Windridge-Tarrant 437, Ltd., a Texas limited partnership to Titan Operating, LLC, dated October 18, 2010, filed October 19, 2010, recorded in Instrument File No. D210258326, Real Property Records, Tarrant County, Texas.

Unofficial



## **JUDGMENTS, UCC, AND LIENS EXHIBIT**

A B S T R A C T O F J U D G M E N T

I, Thomas A. Wilder, Clerk of the District Courts of Tarrant County, Texas, do hereby certify that in the District Court of the 17th Judicial District of Texas, in a certain suit on file in said Court, No. 017-307091-19, wherein

FOREST FUNDING LLC  
1810 E. SAHARA AVE #123  
LAS VEGAS, NV 89104

GLOBAL FOREST LLC  
1810 E SAHARA AVE #123  
LAS VEGAS, NV 89104

PLAINTIFF

and  
(\* see attached page)

DEFENDANTS

the said PLAINTIFF recovered Judgment against the said DEFENDANTS Jointly and Severally on the 24th day of August ,A.D. 2020, for the sum of \$3,844,256.50 plus N/A as pre-judgment interest, post judgment interest on said amount from the 24th day of August ,A.D. 2020 at the rate of N/A per annum, plus attorney's fees of N/A , with interest on said amount from the 24th day of August ,A.D. 2020 at the rate of N/A per annum, and \$465.00 cost of suit. Said Judgment is of record in Fiche (Volume) TRANS#173 Frame (Page) of Records of Said Court. This Judgment is due a credit in the amount of N/A  
Balance Due: JUDGMENT AMOUNT DUE AND UNPAID

GIVEN UNDER MY HAND AND SEAL of Office this day, September 14, 2020

ATTEST: Thomas A. Wilder  
District Clerk, Tarrant County, Texas

By Mafetia Price  
MAFETIA PRICE, Deputy

Remarks: SEE ATTACHED CERTIFIED COPY OF FINAL  
JUDGMENT HEREIN AS INCORPORATED HERETO  
FOR ALL PURPOSES

FILED AS RECEIVED



D220296281

11/12/2020 11:14 AM  
JUDGMENT

SUBMITTER: MEADE & NEESE LLP

Page: 1 of 5

Fees: \$31.00

Mary Louise Nicholson  
MARY LOUISE NICHOLSON  
COUNTY CLERK

Tarrant County District Clerk  
Defendants on Attached Abstract of Judgment  
Cause Number: 017-307091-19

Page: 1  
Date: 09/14/2020  
Time: 15:26

\* This page is attached hereto and incorporated herein for all purposes, the two separate belong together and incorporated each other.

Debtor Name	#	Debtor Address 1	Debtor Address 2	City, State, Zip	Birthdate	DL Number	SSN
FOSSIL CREEK A2A DEVELOPMENTS LLC	11	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
FOSSIL CREEK TRUST	12	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SERENE COUNTRY HOMES LLC	3	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
WINDRIDGE A2A DEVELOPMENTS LLC	4	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SENDERA RANCH A2A DEVELOPMENTS LLC	5	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SENDERA RANCH A2A DEVELOPMENTS II LLC	6	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		

Cause No. 017-307091-19

Global Forest, LLC and Forest  
Funding, LLC,  
*Plaintiffs,*

v.

Serene Country Homes, LLC,  
Windridge A2A Developments, LLC,  
Sendera Ranch A2A Developments,  
LLC, Sendera Ranch A2A  
Developments II, LLC, Foo Tiang  
Meng a/k/a Dirk Foo, Allan Lind, and  
Joseph Attrux,  
*Defendants.*

In the District Court of

Tarrant County, Texas

17th Judicial District

Proposed Final Judgment

Based upon the judgments entered against Defendants on June 30, 2020 and the evidence presented to this Court on August 24, 2020, this Court enters this Final Judgment against Defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Joe Attrux; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust and in favor of Plaintiffs Global Forest, LLC and Forest Funding, LLC.

Judgment has been entered against Serene Country Homes, LLC for Breach of Contract, Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against Sendera Ranch A2A Developments II, LLC for Misappropriation of Funds and Fraudulent Transfer and Conspiracy.

Judgment has been entered against Joe Attrux for Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against



EMAILED &amp; MAILED



Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust on all causes of action in Plaintiffs' First Amended Petition.

Judgment is hereby entered against all Defendants, jointly and severally, for damages in the amount of \$3,844,256.50.

*All relief not expressly granted herein is denied.  
This is a final judgment.* RBN

Signed: Aug. 24, 2020

*R.D. Wallace*  
JUDGE PRESIDING Sitting by Assignment

Unofficial

A CERTIFIED COPY

ATTEST: 9-14-2020  
THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

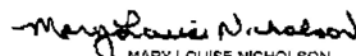
BY: [Signature]  
DEPUTY

Unofficial Copy



D220296281  
JUDGMENT  
Pages: 5  
Fees: \$31.00

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
11/12/2020 11:14 AM

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

\* This page is attached hereto and incorporated herein for all purposes, the two separate belong together and incorporated each other.

Debtor Name	#	Debtor Address 1	Debtor Address 2	City, State, Zip	Birthdate	DL Number	SSN
SERENE COUNTRY HOMES LLC	3	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
WINDRIDGE A2A DEVELOPMENTS LLC	4	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SENDERA RANCH A2A DEVELOPMENTS LLC	5	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SENDERA RANCH A2A DEVELOPMENTS II LLC	6	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
FOSSIL CREEK A2A DEVELOPMENTS LLC	11	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		



D221108742

04/20/2021 09:01 AM

Page: 1 of 6

Fees: \$35.00

JUDGMENT

SUBMITTER: MEADE & NEESE LLP

Mary Louise Nicholson  
MARY LOUISE NICHOLSON  
COUNTY CLERK

## Cause No. 017-307091-19

Global Forest, LLC and Forest  
Funding, LLC,  
*Plaintiffs,*

v.

Serene Country Homes, LLC,  
Windridge A2A Developments, LLC,  
Sendera Ranch A2A Developments,  
LLC, Sendera Ranch A2A  
Developments II, LLC, Foo Tiang  
Meng a/k/a Dirk Foo, Allan Lind, and  
Joseph Attrux,  
*Defendants.*

In the District Court of

Tarrant County, Texas

17th Judicial District

Proposed Final Judgment

Based upon the judgments entered against Defendants on June 30, 2020 and the evidence presented to this Court on August 24, 2020, this Court enters this Final Judgment against Defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Joe Attrux; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust and in favor of Plaintiffs Global Forest, LLC and Forest Funding, LLC.

Judgment has been entered against Serene Country Homes, LLC for Breach of Contract, Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against Sendera Ranch A2A Developments II, LLC for Misappropriation of Funds and Fraudulent Transfer and Conspiracy.

Judgment has been entered against Joe Attrux for Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against



EMAILED & MAILED

Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust on all causes of action in Plaintiffs' First Amended Petition.

Judgment is hereby entered against all Defendants, jointly and severally, for damages in the amount of \$3,844,256.50.

*All relief not expressly granted herein is denied.  
This is a Final Judgment.* RHW

Signed: Aug. 24, 2020

*R.D. Wallace*  
JUDGE PRESIDING *Sitting by Assignment*

A CERTIFIED COPY

ATTEST: 2/9/2021

THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

BY: Jessica Clinton  
DEPUTY

Unofficial



ABSTRACT OF JUDGMENT

I, Thomas A. Wilder, Clerk of the District Courts of Tarrant County, Texas, do hereby certify that in the District Court of the 17th Judicial District of Texas, in a certain suit on file in said Court, No. 017-307092-19, wherein

FOREST FUNDING LLC  
1810 E. SAHARA AVE #123  
LAS VEGAS, NV 89104

GLOBAL FOREST LLC  
1810 E SAHARA AVE #123  
LAS VEGAS, NV 89104

PLAINTIFF

and  
(\* see attached page)

DEBTORS

the said PLAINTIFF recovered Judgment against the said DEBTORS jointly and Severally on the 24th day of August, A.D. 2020, for the sum of \$3,844,256.50 plus N/A as pre-judgment interest, post judgment interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, plus attorney's fees of N/A, with interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, and \$817.00 cost of suit. Said Judgment is of record in Fiche (Volume) TRANS 173 Frame (Page) of Records of Said Court. This Judgment is due a credit in the amount of N/A  
Balance Due: JUDGMENT AMOUNT DUE AND UNPAID

GIVEN UNDER MY HAND AND SEAL of Office this day, February 09, 2021.

ATTEST: Thomas A. Wilder  
District Clerk, Tarrant County, Texas.

By Jessica Clinton  
JESSICA CLINTON, Deputy



Remarks: SEE ATTACHED CERTIFIED COPY OF FINAL  
JUDGMENT HEREIN AS INCORPORATED HERETO  
FOR ALL PURPOSES

Unofficial Copy

CIVIL LAW  
ABSTRACT OF JUDGMENT



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
04/20/2021 09:01 AM

D221108742  
JUDGMENT  
Pages: 5  
Fees: \$35.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

No. 017-307091-19

IN THE DISTRICT COURT  
17th JUDICIAL DISTRICT OF TEXAS

GLOBAL FOREST, LLC, ET AL

vs.

SERENE COUNTRY HOMES, LLC,  
ET AL

ISSUED

February 09, 2021  
Thomas A. Wilder, District Clerk  
100 N CALHOUN  
FORT WORTH TX 76196-0402

By JESSICA CLINTON, Deputy

Requested By:  
HOLLY H BARNES  
2118 SMITH ST

HOUSTON TX 77002-  
(713) 355-1200



\*01730709119000221\*

SERVICE FEES NOT COLLECTED  
BY TARRANT COUNTY DISTRICT CLERK

Unofficial Copy

JIMSDC58

Tarrant County District Clerk  
Defendants on Attached Abstract of Judgment  
Cause Number: 017-307091-19

Page: 1  
Date: 02/09/2021  
Time: 16:10

\* This page is attached hereto and incorporated herein for all purposes, the two separate belong together and incorporated each other.

Debtor Name	#	Debtor Address 1	Debtor Address 2	City, State, Zip	Birthdate	DL Number	SSN
SERENE COUNTRY HOMES LLC	3	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
WINDRIDGE A2A DEVELOPMENTS LLC	4	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SENDERA RANCH A2A DEVELOPMENTS LLC	5	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SENDERA RANCH A2A DEVELOPMENTS II LLC	6	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
FOSSIL CREEK A2A DEVELOPMENTS LLC	11	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		



D221108743

04/20/2021 09:01 AM

JUDGMENT

SUBMITTER: MEADE & NEESE LLP

Page: 1 of 5

Fees: \$35.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

## Cause No. 017-307091-19

Global Forest, LLC and Forest  
Funding, LLC,  
*Plaintiffs,*

v.

Serene Country Homes, LLC,  
Windridge A2A Developments, LLC,  
Sendera Ranch A2A Developments,  
LLC, Sendera Ranch A2A  
Developments II, LLC, Foo Tiang  
Meng a/k/a Dirk Foo, Allan Lind, and  
Joseph Attrux,  
*Defendants.*

In the District Court of

Tarrant County, Texas

17th Judicial District

Proposed Final Judgment

Based upon the judgments entered against Defendants on June 30, 2020 and the evidence presented to this Court on August 24, 2020, this Court enters this Final Judgment against Defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Joe Attrux; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust and in favor of Plaintiffs Global Forest, LLC and Forest Funding, LLC.

Judgment has been entered against Serene Country Homes, LLC for Breach of Contract, Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against Sendera Ranch A2A Developments II, LLC for Misappropriation of Funds and Fraudulent Transfer and Conspiracy.

Judgment has been entered against Joe Attrux for Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against



EMAILED & MAILED

Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust on all causes of action in Plaintiffs' First Amended Petition.

Judgment is hereby entered against all Defendants, jointly and severally, for damages in the amount of \$3,844,256.50.

*All relief not expressly granted herein is denied.  
This is a Final Judgment.* RIV

Signed: Aug. 24, 2020

R. H. Wallace  
JUDGE PRESIDING Sitting by Assignment

A CERTIFIED COPY

ATTEST: 2/19/2021

THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

BY: Jessica Clinton  
DEPUTY

Unofficial



Page 4 of 5

ABSTRACT OF JUDGMENT

I, Thomas A. Wilder, Clerk of the District Courts of Tarrant County, Texas, do hereby certify that in the District Court of the 17th Judicial District of Texas, in a certain suit on file in said Court, No. 017-307091-19, wherein

FOREST FUNDING LLC  
1810 E. SAHARA AVE #123  
LAS VEGAS, NV 89104

GLOBAL FOREST LLC  
1810 E SAHARA AVE #123  
LAS VEGAS, NV 89104

PLAINTIFF

and  
(\* see attached page)

DEBTORS

the said PLAINTIFF recovered Judgment against the said DEBTORS Jointly and Severally on the 24th day of August, A.D. 2020, for the sum of \$3,844,256.50 plus N/A as pre-judgment interest, post judgment interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, plus attorney's fees of N/A, with interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, and \$817.00 cost of suit. Said Judgment is of record in Piche (Volume) TRANS 173 Frame (Page) of Records of Said Court. This Judgment is due a credit in the amount of N/A  
Balance Due: JUDGMENT AMOUNT DUE AND UNPAID

GIVEN UNDER MY HAND AND SEAL of Office this day, February 09, 2021.

ATTEST: Thomas A. Wilder  
District Clerk, Tarrant County, Texas.

By Jessica Clinton  
JESSICA CLINTON, Deputy



Remarks: SEE ATTACHED CERTIFIED COPY OF FINAL  
JUDGMENT HEREIN AS INCORPORATED HERETO  
FOR ALL PURPOSES

CIVIL LAW  
ABSTRACT OF JUDGMENT



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
04/20/2021 09:01 AM

D221108743  
JUDGMENT  
Pages: 5  
Fees: \$35.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

No. 017-307091-19

IN THE DISTRICT COURT  
17th JUDICIAL DISTRICT OF TEXAS

GLOBAL FOREST, LLC, ET AL

vs.  
SERENE COUNTRY HOMES, LLC,  
ET AL

ISSUED  
February 09, 2021  
Thomas A. Wilder, District Clerk  
100 N CALHOUN  
FORT WORTH TX 76196-0402

By JESSICA CLINTON, Deputy

Requested By:  
HOLLY H BARNES  
2118 SMITH ST  
  
HOUSTON TX 77002-  
(713) 355-1200



\*01730709119000217\*  
SERVICE FEES NOT COLLECTED  
BY TARRANT COUNTY DISTRICT CLERK

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FOSSIL CREEK A2A DEVELOPMENTS LLC	11	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		



**D221108744**

04/20/2021 09:01 AM

Page: 1 of 5

Fees: \$35.00

JUDGMENT

SUBMITTER: MEADE & NEESE LLP

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

Cause No. 017-307091-19

Global Forest, LLC and Forest  
Funding, LLC,  
*Plaintiffs,*

v.

Serene Country Homes, LLC,  
Windridge A2A Developments, LLC,  
Sendera Ranch A2A Developments,  
LLC, Sendera Ranch A2A  
Developments II, LLC, Foo Tiang  
Meng a/k/a Dirk Foo, Allan Lind, and  
Joseph Attrux,  
*Defendants.*

In the District Court of

Tarrant County, Texas

17th Judicial District

Proposed Final Judgment

Based upon the judgments entered against Defendants on June 30, 2020 and the evidence presented to this Court on August 24, 2020, this Court enters this Final Judgment against Defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Joe Attrux; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust and in favor of Plaintiffs Global Forest, LLC and Forest Funding, LLC.

Judgment has been entered against Serene Country Homes, LLC for Breach of Contract, Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

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EMAILED & MAILED

Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust on all causes of action in Plaintiffs' First Amended Petition.

Judgment is hereby entered against all Defendants, jointly and severally, for damages in the amount of \$3,844,256.50.

*All relief not expressly granted herein is denied.  
This is a Final Judgment.* RBN

Signed: Aug. 24, 2020

R.H. Wallace  
JUDGE PRESIDING Sitting by Assignment

A CERTIFIED COPY

ATTEST: 2/9/2021

THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

BY: Jessica Clinton  
DEPUTY



ABSTRACT OF JUDGMENT

I, Thomas A. Wilder, Clerk of the District Courts of Tarrant County, Texas, do hereby certify that in the District Court of the 17th Judicial District of Texas, in a certain suit on file in said Court, No. 017-307091-19, wherein

FOREST FUNDING LLC  
1810 E. SAHARA AVE #123  
LAS VEGAS, NV 89104

GLOBAL FOREST LLC  
1810 E SAHARA AVE #123  
LAS VEGAS, NV 89104

PLAINTIFF

and  
(\* see attached page)

DEBTORS

the said PLAINTIFF recovered Judgment against the said DEBTORS Jointly and Severally on the 24th day of August, A.D. 2020, for the sum of \$3,844,256.50 plus N/A as pre-judgment interest, post judgment interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, plus attorney's fees of N/A, with interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, and \$817.00 cost of suit. Said Judgment is of record in Book (Volume) TRANS 173 Frame (Page)  of Records of Said Court. This Judgment is due a credit in the amount of N/A  
Balance Due: JUDGMENT AMOUNT DUE AND UNPAID

GIVEN UNDER MY HAND AND SEAL of Office this day, February 10, 2021.

ATTEST: Thomas A. Wilder  
District Clerk, Tarrant County, Texas.

By Jessica Clinton  
JESSICA CLINTON, Deputy



Remarks: SEE ATTACHED CERTIFIED COPY OF FINAL  
JUDGMENT HEREIN AS INCORPORATED HERETO  
FOR ALL PURPOSES

CIVIL LAW  
ABSTRACT OF JUDGMENT

No. 017-307091-19

IN THE DISTRICT COURT  
17th JUDICIAL DISTRICT OF TEXAS

GLOBAL FOREST, LLC, ET AL

vs.

SERENE COUNTRY HOMES, LLC,  
ET AL

ISSUED

February 10, 2021  
Thomas A. Wilder, District Clerk  
100 N CALHOUN  
FORT WORTH TX 76196-0402

By JESSICA CLINTON, Deputy

Requested By:  
HOLLY H BARNES  
2118 SMITH ST

HOUSTON TX 77002-  
(713) 355-1200



D221108744  
JUDGMENT  
Pages: 5  
Fees: \$35.00

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
04/20/2021 09:01 AM

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK



\*01730709119000218\*

SERVICE FEES NOT COLLECTED  
BY TARRANT COUNTY DISTRICT CLERK

\* This page is attached hereto and incorporated herein for all purposes, the two separate belong together and incorporated each other.

Debtor Name	Debtor Address 1	Debtor Address 2	City, State, Zip	Birthdate	DL Number	SSN
SERENE COUNTRY HOMES LLC	3 6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
WINDRIDGE A2A DEVELOPMENTS LLC	4 6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SENDERA RANCH A2A DEVELOPMENTS LLC	5 6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
SENDERA RANCH A2A DEVELOPMENTS II LLC	6 6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
FOSSIL CREEK A2A DEVELOPMENTS LLC	11 6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		



D221108745

04/20/2021 09:01 AM

JUDGMENT

SUBMITTER: MEADE & NEESE LLP

Page: 1 of 5

Fees: \$35.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

## Cause No. 017-307091-19

Global Forest, LLC and Forest  
Funding, LLC,  
*Plaintiffs,*

v.

Serene Country Homes, LLC,  
Windridge A2A Developments, LLC,  
Sendera Ranch A2A Developments,  
LLC, Sendera Ranch A2A  
Developments II, LLC, Foo Tiang  
Meng a/k/a Dirk Foo, Allan Lind, and  
Joseph Attrux,  
*Defendants.*

In the District Court of

Tarrant County, Texas

17th Judicial District

Proposed Final Judgment

Based upon the judgments entered against Defendants on June 30, 2020 and the evidence presented to this Court on August 24, 2020, this Court enters this Final Judgment against Defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Joe Attrux; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust and in favor of Plaintiffs Global Forest, LLC and Forest Funding, LLC.

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Judgment has been entered against Sendera Ranch A2A Developments II, LLC for Misappropriation of Funds and Fraudulent Transfer and Conspiracy.

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EMAILED & MAILED

Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust on all causes of action in Plaintiffs' First Amended Petition.

Judgment is hereby entered against all Defendants, jointly and severally, for damages in the amount of \$3,844,256.50.

*All relief not expressly granted herein is denied.  
This is a Final Judgment.* RHW

Signed: Aug. 24, 2020

*R.D. Wallace*  
JUDGE PRESIDING *Sitting by Assignment*

A CERTIFIED COPY

ATTEST: 2/9/2021

THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

BY: Jessica Clinton  
DEPUTY

# A B S T R A C T   O F   J U D G M E N T

I, Thomas A. Wilder, Clerk of the District Courts of Tarrant County, Texas, do hereby certify that in the District Court of the 17th Judicial District of Texas, in a certain suit on file in said Court, No. 017-307091-29, wherein

FOREST FUNDING LLC  
1810 E. SAHARA AVE #123  
LAS VEGAS, NV 89104

GLOBAL FOREST LLC  
1810 E SAHARA AVE #123  
LAS VEGAS, NV 89104

PLAINTIFF

and  
(\* see attached page)

DEBTORS

the said PLAINTIFF recovered Judgment against the said DEBTORS Jointly and Severally on the 24th day of August ,A.D. 2020, for the sum of \$3,844,256.50 plus N/A as pre-judgment interest, post judgment interest on said amount from the 24th day of August ,A.D. 2020 at the rate of N/A per annum, plus attorney's fees of N/A , with interest on said amount from the 24th day of August ,A.D. 2020 at the rate of N/A per annum, and \$817.00 cost of suit. Said Judgment is of record in Fiche (Volume) TRANS 173 Frame (Page) of Records of Said Court. This Judgment is due a credit in the amount of N/A  
Balance Due: JUDGMENT AMOUNT DUE AND UNPAID

GIVEN UNDER MY HAND AND SEAL of Office this day, **February 09, 2021.**

ATTEST: Thomas A. Wilder  
District Clerk, Tarrant County, Texas.

By Jessica Clinton  
JESSICA CLINTON, Deputy



Remarks: SEE ATTACHED CERTIFIED COPY OF FINAL  
JUDGEMENT HEREIN AS INCORPORATED HERETO  
FOR ALL PURPOSES



CIVIL LAW  
ABSTRACT OF JUDGMENT

No. 017-307091-19

IN THE DISTRICT COURT  
17th JUDICIAL DISTRICT OF TEXAS

GLOBAL FOREST, LLC, ET AL

vs.

SERENE COUNTRY HOMES, LLC,  
ET AL

ISSUED

February 09, 2021  
Thomas A. Wilder, District Clerk  
100 N CALHOUN  
FORT WORTH TX 76196-0402

By JESSICA CLINTON, Deputy

Requested By:  
HOLLY H BARNES  
2118 SMITH ST

HOUSTON TX 77002-  
(713) 355-1200



D221108745  
JUDGMENT  
Pages: 5  
Fees: \$35.00

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
04/20/2021 09:01 AM

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

Unofficial Copy



\*01730709119000219\*

SERVICE FEES NOT COLLECTED  
BY TARRANT COUNTY DISTRICT CLERK

Tarrant County District Clerk  
Defendants on Attached Abstract of Judgment  
Cause Number: 017-307091-19

Page: 1  
Date: 02/10/2021  
Time: 13:55

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Debtor Name	#	Debtor Address 1	Debtor Address 2	City, State, Zip	Birthdate	DL Number	SSN
WINDRIDGE A2A DEVELOPMENTS LLC	4	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
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SENDERA RANCH A2A DEVELOPMENTS II LLC	6	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		
FOSSIL CREEK A2A DEVELOPMENTS LLC	11	6635 SANDSHELL BLVD		FORT WORTH	TX 76137-		



D221108746

04/20/2021 09:01 AM

Page: 1 of 5

Fees: \$35.00

JUDGMENT

SUBMITTER: MEADE & NEESE LLP

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

## Cause No. 017-307091-19

Global Forest, LLC and Forest  
Funding, LLC,  
*Plaintiffs,*

v.

Serene Country Homes, LLC,  
Windridge A2A Developments, LLC,  
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LLC, Sendera Ranch A2A  
Developments II, LLC, Foo Tiang  
Meng a/k/a Dirk Foo, Allan Lind, and  
Joseph Attrux,  
*Defendants.*

In the District Court of

Tarrant County, Texas

17th Judicial District

Proposed Final Judgment

Based upon the judgments entered against Defendants on June 30, 2020 and the evidence presented to this Court on August 24, 2020, this Court enters this Final Judgment against Defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Joe Attrux; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust and in favor of Plaintiffs Global Forest, LLC and Forest Funding, LLC.

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Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust on all causes of action in Plaintiffs' First Amended Petition.

Judgment is hereby entered against all Defendants, jointly and severally, for damages in the amount of \$3,844,256.50.

*All relief not expressly granted herein is denied.  
This is a Final Judgment.* RIV

Signed: Aug. 24, 2020

*R.D. Wallace*  
JUDGE PRESIDING Sitting by Assignment

A CERTIFIED COPY

ATTEST: 2/19/2021

THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

BY: Jessica Clinton  
DEPUTY

Unofficial

ABSTRACT OF JUDGMENT

I, Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas, do hereby certify that in the District Court of the 17th Judicial District of Texas, in a certain suit on file in said Court, No. 017-307091-19, wherein

FOREST FUNDING LLC  
1810 E. SAHARA AVE #123  
LAS VEGAS, NV 89104

GLOBAL FOREST LLC  
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and  
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ATTEST: Thomas A. Wilder  
District Clerk, Tarrant County, Texas.

By Jessica Clinton  
JESSICA CLINTON, Deputy



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FOR ALL PURPOSES

Unofficial Record

CIVIL LAW  
ABSTRACT OF JUDGMENT

No. 017-307091-19

IN THE DISTRICT COURT  
17th JUDICIAL DISTRICT OF TEXAS

GLOBAL FOREST, LLC, ET AL

vs.

SERENE COUNTRY HOMES, LLC,  
ET AL

ISSUED

February 09, 2021  
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By JESSICA CLINTON, Deputy

Requested By:  
HOLLY H BARNES  
2118 SMITH ST

HOUSTON TX 77002-  
(713) 355-1200



D221108746  
JUDGMENT  
Pages: 5  
Fees: \$35.00

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
04/20/2021 09:01 AM

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

Unofficial Copy



\*01730709119000230\*

SERVICE FEES NOT COLLECTED  
BY TARRANT COUNTY DISTRICT CLERK

Tarrant County District Clerk  
Defendants on Attached Abstract of Judgment  
Cause Number: 017-307091-19

Page: 1  
Date: 02/09/2021  
Time: 14:59

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FOSSIL CREEK A2A DEVELOPMENTS LLC	11	6635 SANDSHELL BLVD		FORT WORTH TX 76137-			



**D221108747**

04/20/2021 09:01 AM

Page: 1 of 5

Fees: \$35.00

JUDGMENT

SUBMITTER: MEADE & NEESE LLP

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK



## Cause No. 017-307091-19

Global Forest, LLC and Forest  
Funding, LLC,  
*Plaintiffs,*

v.

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LLC, Sendera Ranch A2A  
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Meng a/k/a Dirk Foo, Allan Lind, and  
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*Defendants.*

In the District Court of

Tarrant County, Texas

17th Judicial District

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*All relief not expressly granted herein is denied.  
This is a Final Judgment.* RHW

Signed: Aug. 24, 2020

R. H. Wallace  
JUDGE PRESIDING Sitting by Assignment

A CERTIFIED COPY

ATTEST: 2/9/2021

THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

BY: Jessica Clinton  
DEPUTY

ABSTRACT OF JUDGMENT

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GLOBAL FOREST LLC  
1810 E SAHARA AVE #123  
LAS VEGAS, NV 89104

PLAINTIFF

and  
(\* see attached page)

DEBTORS

the said PLAINTIFF recovered Judgment against the said DEBTORS Jointly and Severally on the 24th day of August, A.D. 2020, for the sum of \$3,844,256.50 plus N/A as pre-judgment interest, post judgment interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, plus attorney's fees of N/A, with interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, and \$817.00 cost of suit. Said Judgment is of record in Piche (Volume) TRANS 173 Frame (Page) of Records of Said Court. This Judgment is due a credit in the amount of N/A  
Balance Due: JUDGMENT AMOUNT DUE AND UNPAID

GIVEN UNDER MY HAND AND SEAL of Office this day, February 09, 2021.

ATTEST: Thomas A. Wilder  
District Clerk, Tarrant County, Texas.

By Jessica Clinton  
JESSICA CLINTON, Deputy



Remarks: SEE ATTACHED CERTIFIED COPY OF FINAL  
JUDGMENT HEREIN AS INCORPORATED HERETO  
FOR ALL PURPOSES

CIVIL LAW  
ABSTRACT OF JUDGMENT



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
04/20/2021 09:01 AM

D221108747  
JUDGMENT  
Pages: 5  
Fees: \$35.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

No. 017-307091-19

IN THE DISTRICT COURT  
17th JUDICIAL DISTRICT OF TEXAS

GLOBAL FOREST, LLC, ET AL

vs.  
SERENE COUNTRY HOMES, LLC,  
ET AL

ISSUED  
February 09, 2021  
Thomas A. Wilder, District Clerk  
100 N CALHOUN  
FORT WORTH TX 76196-0402

By JESSICA CLINTON, Deputy

Requested By:  
HOLLY H BARNES  
2118 SMITH ST

HOUSTON TX 77002-  
(713) 355-1200

Unofficial Copy



\*01730709119000220\*  
SERVICE FEES NOT COLLECTED  
BY TARRANT COUNTY DISTRICT CLERK

ABSTRACT OF JUDGMENT

I, Thomas A. Wilder, Clerk of the District Courts of Tarrant County, Texas, do hereby certify that in the District Court of the 17th Judicial District of Texas, in a certain suit on file in said Court, No. 017-307021-19, wherein

FOREST FUNDING LLC  
1810 E. SAHARA AVE #123  
LAS VEGAS, NV 89104

GLOBAL FOREST LLC  
1810 E SAHARA AVE #123  
LAS VEGAS, NV 89104

PLAINTIFF

and  
(\* see attached page)

DEBTORS

the said PLAINTIFF recovered Judgment against the said DEBTORS Jointly and Severally on the 24th day of August, A.D. 2020, for the sum of \$3,844,256.50 plus N/A as pre-judgment interest, post judgment interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, plus attorney's fees of N/A, with interest on said amount from the 24th day of August, A.D. 2020 at the rate of N/A per annum, and \$817.00 cost of suit. Said Judgment is of record in Fiche (Volume) TRANS 173 Frame (Page) of Records of Said Court. This Judgment is due a credit in the amount of N/A  
Balance Due: JUDGMENT AMOUNT DUE AND UNPAID

GIVEN UNDER MY HAND AND SEAL of Office this day, February 09, 2021.

ATTEST: Thomas A. Wilder  
District Clerk, Tarrant County, Texas.

By Jessica Clinton  
JESSICA CLINTON, Deputy



Remarks: SEE ATTACHED CERTIFIED COPY OF FINAL  
JUDGMENT HEREIN AS INCORPORATED HERETO  
FOR ALL PURPOSES



D221109554

04/20/2021 02:56 PM

Page: 1 of 5

Fees: \$35.00

JUDGMENT

SUBMITTER: MEADE & NEESE LLP

Mary Louise Nicholson  
MARY LOUISE NICHOLSON  
COUNTY CLERK

CIVIL LAW  
ABSTRACT OF JUDGMENT

No. 017-307091-19

IN THE DISTRICT COURT  
17th JUDICIAL DISTRICT OF TEXAS

GLOBAL FOREST, LLC, ET AL

vs.  
SERENE COUNTRY HOMES, LLC,  
ET AL

ISSUED  
February 09, 2021  
Thomas A. Wilder, District Clerk  
100 N CALHOUN  
FORT WORTH TX 76196-0402

By JESSICA CLINTON, Deputy

Requested By:  
HOLLY H BARNES  
2118 SMITH ST

HOUSTON TX 77002-  
(713) 355-1200



\*01730709119000222\*

SERVICE FEES NOT COLLECTED  
BY TARRANT COUNTY DISTRICT CLERK

JIMACS8

Tarrant County District Clerk  
Defendants on Attached Abstract of Judgment  
Cause Number: 017-307091-19

Page: 1  
Date: 02/09/2021  
Time: 15:14

\* This page is attached hereto and incorporated herein for all purposes, the two separate belong together and incorporated each other.

Debtor Name	#	Debtor Address 1	Debtor Address 2	City, State, Zip	Birthdate	DL Number	SSN
SERENE COUNTRY HOMES LLC	3	6635 SANDSHELL BLVD		FORT WORTH TX 76137-			
WINDRIDGE A2A DEVELOPMENTS LLC	4	6635 SANDSHELL BLVD		FORT WORTH TX 76137-			
SENDERA RANCH A2A DEVELOPMENTS LLC	5	6635 SANDSHELL BLVD		FORT WORTH TX 76137-			
SENDERA RANCH A2A DEVELOPMENTS II LLC	6	6635 SANDSHELL BLVD		FORT WORTH TX 76137-			
FOSSIL CREEK A2A DEVELOPMENTS LLC	11	6635 SANDSHELL BLVD		FORT WORTH TX 76137-			



Cause No. 017-307091-19

Global Forest, LLC and Forest  
Funding, LLC,  
*Plaintiffs,*

v.

Serene Country Homes, LLC,  
Windridge A2A Developments, LLC,  
Sendera Ranch A2A Developments,  
LLC, Sendera Ranch A2A  
Developments II, LLC, Foo Tiang  
Meng a/k/a Dirk Foo, Allan Lind, and  
Joseph Attrux,  
*Defendants.*

In the District Court of

Tarrant County, Texas

17th Judicial District

Proposed Final Judgment

Based upon the judgments entered against Defendants on June 30, 2020 and the evidence presented to this Court on August 24, 2020, this Court enters this Final Judgment against Defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Joe Attrux; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust and in favor of Plaintiffs Global Forest, LLC and Forest Funding, LLC.

Judgment has been entered against Serene Country Homes, LLC for Breach of Contract, Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against Sendera Ranch A2A Developments II, LLC for Misappropriation of Funds and Fraudulent Transfer and Conspiracy.

Judgment has been entered against Joe Attrux for Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against



EMAILED & MAILED



Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust on all causes of action in Plaintiffs' First Amended Petition.

Judgment is hereby entered against all Defendants, jointly and severally, for damages in the amount of \$3,844,256.50.

*All relief not expressly granted herein is denied.  
This is a Final Judgment.* RBN

Signed: Aug. 24, 2020

*R. H. Walters*  
JUDGE PRESIDING *Sitting by Assignment*

A CERTIFIED COPY

ATTEST: 2/19/2021

THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

BY: Jessica Clinton  
DEPUTY

Unofficial



D221109554  
JUDGMENT  
Pages: 5  
Fees: \$35.00

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*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK