

THIS IS EXHIBIT “D”

referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

FOSSIL CREEK A2A TRUST

DECLARATION OF TRUST

MARCH 17, 2014

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DECLARATION OF TRUST

FOSSIL CREEK A2A TRUST

THIS DECLARATION OF TRUST is made effective as of the 17th day of March, 2014.

B E T W E E N:

GLENN PICKARD, an individual resident in the City of Calgary in the Province of Alberta

(hereinafter called the “**Settlor**”)

- and -

DIRK FOO, an individual resident in Singapore, and

RICK UNRAU, an individual resident in the City of Calgary, in the Province of Alberta, and

GRAYSON AMBROSE, an individual resident in the City of Calgary, in the Province of Alberta,

being the first trustees (the “**Initial Trustees**”) of Fossil Creek A2A Trust (the “**Trust**”) constituted by this Declaration of Trust, and each person who after the date hereof becomes a trustee of the Trust as herein provided (each person, while a trustee of the Trust as herein provided, hereinafter called a “**Trustee**”)

- and -

A2A CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter called the “**Administrator**”)

WITNESSETH THAT:

WHEREAS for the purpose of settling the Trust, the Settlor has paid to the Trustees an amount of \$100.00 in lawful money of Canada;

WHEREAS the Trustees have agreed to hold the Initial Contribution and all amounts subsequently received under this Declaration of Trust in trust;

WHEREAS it is intended that the Trust shall invest the proceeds of the amounts subscribed for the purchase of Trust Units in Permitted Investments;

WHEREAS the Settlor, the Trustees and the Administrator desire that the Trust shall qualify as a “mutual fund trust” under the provisions of subsection 132(6) of the Tax Act, but not as a “SIFT Trust” under the provisions of subsection 122.1(1) of the Tax Act, and the Settlor, the Trustees and the Administrator intend to use their commercially reasonable efforts to take such actions and make such provisions as may be required to effect and maintain such qualification;

WHEREAS the Settlor, the Trustees and the Administrator desire to declare the trusts, terms and conditions upon which the Trustees agree to hold the Initial Contribution and all future property acquired by the Trust in accordance with this Declaration of Trust;

WHEREAS the parties hereto desire to set out certain additional agreements, terms and conditions which shall govern their mutual and respective rights, powers and obligations with respect to the settlement and the administration of the Trust; and

WHEREAS the Settlor, the Trustees and the Administrator desire that the beneficiaries of the Trust, including the Settlor, shall be the holders of Trust Units (evidenced by certificates therefor as hereinafter provided), each of which shall rank equally in all respects with every other Trust Unit;

NOW THEREFORE THIS DECLARATION OF TRUST WITNESSETH that, in consideration of the premises and the mutual and respective covenants and agreements contained herein, the parties declare and agree with each other as follows:

1. INTERPRETATION

1.1 Definitions

In this Declaration of Trust and in the Trust Units, unless the context otherwise requires, the following terms shall have the following meanings:

- (a) **"A2A Parties"** means A2A Capital Management Pte. Ltd., A2A Capital Services Canada Inc. and the Administrator and any of their respective affiliates and subcontractors and any directors, officers, employees and shareholders of the foregoing, and **"A2A Party"** means anyone of them.
- (b) **"ABCA"** means the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9 as amended, including the regulations promulgated thereunder;
- (c) **"Administration Agreement"** means the administration agreement made as of the Effective Date, among the Administrator, the Trustees and the Trust, under which the Administrator will provide certain administrative and support services to the Trust, as the agreement may be amended, supplemented, restated or replaced from time to time;
- (d) **"Administrator"** means at the date of this Declaration of Trust, A2A Capital Management Inc., as well as any replacement or successor Administrator that may be appointed from time to time pursuant to the terms of this Declaration of Trust;
- (e) **"affiliate"** has the meaning ascribed to it in the *Securities Act* (Alberta), as amended from time to time;
- (f) **"associate"** has the meaning ascribed thereto in the *Securities Act* (Alberta), as amended from time to time;
- (g) **"Auditors"** means such firm of chartered accountants as may be appointed as auditor or auditors of the Trust, by or in accordance with Article 17;
- (h) **"Business Day"** means any day of the week except a Saturday, a Sunday or any statutory holiday in Calgary, Alberta;

- (i) **"Counsel"** means a law firm (who may be counsel to the Administrator) acceptable to the Trustee;
- (j) **"Distribution Payment Date"** means, in respect of a Distribution Period, on the tenth Business Day immediately following the end of the Distribution Period or such other date determined from time to time by the Administrator;
- (k) **"Distribution Period"** means each quarterly period ending on March 31, June 30, September 30 and December 31, or such other periods as may be hereafter determined from time to time by the Administrator, from and including the first day thereof and to and including the last day thereof;
- (l) **"Distribution Record Date"** means the last Business Day of each Distribution Period, or such other date determined from time to time by the Administrator;
- (m) **"Effective Date"** means March 17, 2014;
- (n) **"Exchangeable Security"** or **"Exchangeable Securities"** means a unit or units, a share or shares or other security or securities which are convertible into or exchangeable for Trust Unit(s) (directly or indirectly) without the payment by the holder of additional consideration therefor, whether or not issued by the Trust;
- (o) **"Extraordinary Resolution"** has the meaning attributed to it in Subsection 12.6(a);
- (p) **"Force Majeure"** means an event, condition or circumstance (and the effect thereof) which is not within the reasonable control of the party claiming Force Majeure and which, by the exercise of due diligence, the party claiming Force Majeure is unable to prevent or overcome, including acts of god, fire, explosion, civil disturbance, war, riot, insurrection, military or guerrilla action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, drought and action or restraint by the order of any governmental authority (so long as the party claiming Force Majeure has not applied for or assisted in the application for, and has opposed where and to the extent commercially reasonable, such action or restraint by such governmental authority); provided, however, that a party's own lack of funds shall not constitute **"Force Majeure"** in respect of such party;
- (q) **"GAAP"** means at any time accounting principles generally accepted in Canada, including those set out in the Handbook of the Canadian Institute of Chartered Accountants, applied on a consistent basis;
- (r) **"Income of the Trust"** has the meaning ascribed thereto in Subsection 5.2(a) and shall mean the amount so calculated;
- (s) **"Initial Contribution"** means the amount of \$100.00 in lawful money of Canada paid by the Settlor to the Trustee on the date hereof for the purpose of settling the Trust;
- (t) **"Initial Trustees"** means Dirk Foo, Rick Unrau and Grayson Ambrose;
- (u) **"Initial Trust Unit"** means the one (1) Trust Unit issued to the Settlor upon settlement of the Trust;

- (v) **“Limited Partnership”** means Fossil Creek A2A Limited Partnership, a limited partnership established under the laws of the Province of Alberta;
- (w) **“Net Realized Capital Gains”** has the meaning ascribed thereto in Subsection 5.2(b);
- (x) **“Non-Resident”** means: (i) a person (within the meaning of the Tax Act but, for greater certainty, not including a partnership) who is not resident in Canada for the purposes of the Tax Act; or (ii) a partnership that is not a “Canadian partnership” as defined in the Tax Act;
- (y) **“Ordinary Resolution”** has the meaning attributed to it in Subsection 12.6(b);
- (z) **“Permitted Investments”** means all property, assets and rights which may be held from time to time by a “mutual fund trust” under the provisions of subsection 132(6) of the Tax Act, including without limitation:
 - (i) the Initial Contribution;
 - (ii) all funds realized from the sale of Trust Units;
 - (iii) securities in the capital of corporations and interests in limited partnerships or trusts, including without limitation the Limited Partnership;
 - (iv) debt or debt instruments issued by any issuer;
 - (v) rights in and to any real property, provided it is capital property;
 - (vi) any proceeds of disposition of any of the foregoing property; and
 - (vii) all income, interest, profit, gains and accretions and additional rights arising from or accruing to such foregoing property or such proceeds of disposition;
- (aa) **“person”** includes any natural person, corporation, limited partnership, general partnership, joint stock property, joint venture, association, company, limited liability company, trust, bank, trust company or other organization, whether or not a legal entity, and government authority;
- (bb) **“Quarterly Limit”** has the meaning ascribed thereto in Subsection 6.4;
- (cc) **“Redemption Notes”** has the meaning ascribed thereto in Section 6.5;
- (dd) **“Redemption Price”** means an amount equal to 95% of the fair market value of a Trust Unit determined by the Administrator in its sole discretion, using reasonable methods of determining fair market value; provided, however, that (i) fair market value of a Trust Unit may or may not be equal to a pro rata share of the net asset value of the Units, depending on the methods used by the Administrator in making a particular determination of such value and (ii) fair market value of a Trust Unit will reflect a reduction of all commissions and referral and marketing fees paid by or on behalf of the Trust at the time the Unit was acquired;

- (ee) **"Tax Act"** means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1. (5th Supp), as amended from time to time, including the *Income Tax Regulations* from time to time promulgated thereunder;
- (ff) **"this Declaration of Trust"**, **"this Declaration"**, **"hereto"**, **"herein"**, **"hereof"**, **"hereby"**, **"hereunder"** and similar expressions refer to this instrument and not to any particular Article, section or portion hereof, and include any and every instrument supplemented or ancillary hereto or in implement hereof;
- (gg) **"Transfer Agent"** means the Initial Trustees or such persons as may from time to time be appointed by the Trust to act as registrar and transfer agent of the Units, together with any sub-transfer agent duly appointed by the Transfer Agent;
- (hh) **"Trust"** means the trust established pursuant to this Declaration of Trust, to be known as "Fossil Creek A2A Trust";
- (ii) **"Trustees"** means Dirk Foo, Rick Unrau and Grayson Ambrose, as well as any replacement or successor Trustee(s) that may be appointed from time to time pursuant to the terms of this Declaration of Trust;
- (jj) **"Trust Fund"**, at any time, shall mean the Permitted Investments that are at such time held by the Trustee for the benefit of the Trust Unitholders and for the purposes of the Trust under this Declaration of Trust;
- (kk) **"Trust Unit"** or **"Unit"** means a unit of interest in the Trust created, issued and certified hereunder;
- (ll) **"Trust Unit Certificate"** means a certificate, in the form approved by the Trustee and the Administrator, evidencing one or more Trust Units, issued and certified in accordance with the provisions of this Declaration of Trust; and
- (mm) **"Trust Unitholders"** means the holders from time to time of one or more Trust Units.

1.2 References to Acts Performed by the Trust

For greater certainty, where any reference is made in this Declaration of Trust to:

- (a) an act to be performed by the Trust or to rights of the Trust, such reference shall be construed and applied for all purposes to refer to an act to be performed by the Trustees or the Administrator on behalf of the Trust or by some other person duly authorized to do so by the Trustees or the Administrator under the provisions of this Declaration of Trust;
- (b) actions, rights or obligations of the Trustees or the Administrator, such reference shall be construed and applied for all purposes to refer to actions, rights or obligations of the Trustees or the Administrator in its capacity as Trustees or Administrator of the Trust, as the case may be, and not in its other capacities, unless the context clearly requires otherwise.

1.3 Gender and Number

Unless herein otherwise expressly provided or unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Headings for Reference Only

The division of this Declaration of Trust into Articles and Sections, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Declaration of Trust.

1.5 Day Not a Business Day

In the event that any day on or before which any amount is to be determined or any action is required to be taken hereunder is not a Business Day, then such amount shall be determined or such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day.

1.6 Time of the Essence

Time shall be of the essence in this Declaration of Trust.

1.7 Governing Law

This Declaration of Trust and the Trust Certificates shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties hereto do hereby irrevocably submit and attorn to the jurisdiction of the Courts of the Province of Alberta.

1.8 References

Unless otherwise specified herein, reference herein to any contract, agreement, legislation, regulation or rule shall be a reference to such contract, agreement, legislation, regulation or rule as amended from time to time.

1.9 References to Tax Act

Any reference herein to a particular provision of the Tax Act shall include a reference to that provision as it may be renumbered or amended from time to time. Where there are proposals for amendments to the Tax Act, which have not been enacted into law or proclaimed into force on or before the date on which such proposals are to become effective, the Trustees may take such proposals into consideration and apply the provisions hereof as if such proposals had been enacted into law and proclaimed into force.

1.10 Accounting Principles

All accounting terms not specifically defined in this Declaration of Trust will be interpreted in accordance with GAAP or International Financial Reporting Standards as determined by the Trustees or the Administrator in their respective discretion. Where the character or amount of any asset or liability or item of revenue or expense or amount of equity is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Declaration of Trust, such determination or calculation will, to the extent applicable and except as otherwise specified herein or as otherwise determined by the Trustees, be made in accordance with GAAP or International

Financial Reporting Standards as determined by the Trustees or the Administrator in their respective discretion.

2. DECLARATION OF TRUST

2.1 Establishment of the Trust

The Trustees hereby declare that they agree to, and agrees with the Settlor that they will, hold the Trust Fund in trust for the use and benefit of the Trust Unitholders, their permitted assigns and personal representatives upon the trusts and subject to the terms and conditions hereinafter declared and set forth.

2.2 Initial Contribution

It is acknowledged that the Settlor has paid, concurrently with the execution of this Declaration of Trust, the Initial Contribution to the Trustees for the purpose of settling the Trust, and the Settlor is issued one (1) Trust Unit in the Trust ("**Initial Trust Unit**"). Receipt of funds representing the Initial Contribution is acknowledged by the Trustees.

2.3 Name of Trust

The Trust shall be known and designated as "Fossil Creek A2A Trust" and, whenever lawful and convenient, the affairs of the Trust shall be conducted and transacted under that name.

2.4 Use of Name

If the Administrator determines that the use of the name "Fossil Creek A2A Trust" is not practicable, legal or convenient, it may use such other designation or it may adopt such other name for the Trust as it deems appropriate and the Trust may hold property and conduct its activities under such other designation or name.

2.5 Head Office

The head office of the Trust hereby created shall be located at Suite 900, 744 – 4 Avenue SW, Calgary, Alberta T2P 3T4 or such other place or places as the Administrator may from time to time designate.

2.6 Nature of the Trust

The Trust is an unincorporated open-ended investment trust established for the benefit of Trust Unitholders and to purchase, hold and deal with Permitted Investments. The Trust is not and is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, syndicate, association, joint venture, company, corporation or joint stock company nor shall the Trustees, the Administrator or the Trust Unitholders or any of them or any person be, or be deemed to be, treated in any way whatsoever liable or responsible hereunder as partners or joint venturers. The Trustees and the Administrator shall not be, nor be deemed to be, agents of the Trust Unitholders. The relationship of the Trust Unitholders to the Trustees shall be solely that of beneficiaries of the Trust and their rights shall be limited to those conferred upon them by this Declaration of Trust.

2.7 Liability of Trust Unitholder

No Trust Unitholder shall be liable to indemnify the Trustees, the Administrator or any other person with respect to any liability or liabilities whatsoever, in tort, contract or otherwise.

2.8 Contracts of the Trust

Every contract entered into by or on behalf of the Trust, whether by the Trustees, the Administrator or otherwise, shall (except as the Trustees or the Administrator may otherwise expressly agree in writing with respect to their own personal liability) include a provision substantially to the following effect:

“The parties hereto acknowledge that the (Trustees) (Administrator) are entering into this (Agreement) solely in (its) (their) capacity as (Trustees) (Administrator) on behalf of the Trust and the obligations of the Trust hereunder shall not be personally binding upon the (Trustees) (Administrator) or any of the Trust Unitholders of the Trust and that any recourse against the Trust, the (Trustees) (Administrator) or any Trust Unitholder in any manner in respect of any indebtedness, obligation or liability of the Trust arising hereunder or arising in connection herewith or from matters to which this (Agreement) relates, if any, including without limitation claims based on negligence or tort, shall be limited to, and satisfied only out of, the Trust Fund as defined in the Declaration of Trust of the Trust made effective as of the 17 day of March, 2014 as from time to time amended, supplemented or restated.”

The omission of such a provision from any such written instrument shall not operate to impose personal liability on the Trustees, the Administrator or any Trust Unitholder.

2.9 Binding on Trust Unitholders

This Declaration of Trust shall be binding upon all persons who become Trust Unitholders from time to time. By acceptance of a Trust Unit Certificate representing any Trust Units upon completion of a purchase of the Trust Units, the Trust Unitholder thereof shall be deemed to agree to be bound, and shall be so bound, by this Declaration of Trust.

3. ISSUE AND SALE OF TRUST UNITS

3.1 Nature of Trust Units

- (a) The beneficial interests in the Trust shall be divided into interests of one class, described and designated as “Trust Units”, which shall be entitled to the rights and subject to the limitations, restrictions and conditions set out herein, and the interest of each Trust Unitholder shall be determined by the number of Trust Units registered in the name of the Trust Unitholder; and
- (b) subject to Section 6.5, each Trust Unit represents an equal undivided beneficial interest in any distribution from the Trust (whether of Income of the Trust, Net Realized Capital Gains or other amounts) and in any net assets of the Trust in the event of termination or winding-up of the Trust. All Trust Units shall rank among themselves equally and rateably without discrimination, preference or priority, whatever may be the actual date or terms of issue thereof. Each Trust Unit shall entitle the holder of record thereof to one vote at all meetings of Trust Unitholders or in respect of any written resolution of Trust Unitholders.

3.2 Authorized Number of Trust Units

The aggregate number of Trust Units which is authorized and may be issued hereunder is unlimited.

3.3 Issue of Trust Units

- (a) Trust Units shall be issued pursuant to and in accordance with this Declaration of Trust;
- (b) the Administrator is authorized to review and accept subscriptions for Trust Units received by the Trust and to issue Trust Units pursuant thereto;
- (c) in addition, Units may be issued by the Trust at the times, to the persons, for the consideration and on the terms and conditions that the Administrator determines, and, without limiting the generality of the foregoing, the Administrator may authorize the Trust to pay a reasonable commission to any person in consideration of such person purchasing or agreeing to purchase Units from the Trust or from any other person or procuring or agreeing to procure purchasers for Units; and
- (d) Trust Units shall only be issued as and when fully paid in money, property, including indebtedness, or past services, and are not to be subject to future calls or assessments, except that Trust Units to be issued under an offering may be issued for a consideration payable in instalments and the Trust may take a security interest over such Trust Units for unpaid instalments.

3.4 Trust Units Non-Assessable

No Trust Units shall be issued other than as fully paid and non-assessable. No person shall be entitled, as a matter of right, to subscribe for or purchase any Trust Unit, except in accordance with the provisions hereof.

3.5 Legal Ownership of Assets of the Trust

The legal ownership of the assets of the Trust and the right to manage the investments of the Trust are vested exclusively in the Trustees and the Administrator, and the Trust Unitholders shall have no interest therein other than the beneficial interest in the Trust Fund conferred by their Trust Units issued hereunder and they shall have no right to compel any partition, division, dividend or distribution of the Trust Fund or any of the assets of the Trust. The Trust Units shall be personal property and shall confer upon the holders thereof only the interest and rights specifically set forth in this Declaration of Trust. No Trust Unitholder has or is deemed to have any right of ownership in any of the assets of the Trust, including without limitation the Trust Fund.

3.6 No Fractional Units

Fractions of Units shall not be issued, except pursuant to distributions of additional Units to all Trust Unitholders pursuant to Section 5.7. Fractions of Units will not be entitled to vote at meetings of Trust Unitholders.

3.7 Consolidation of Trust Units

Immediately after any pro-rata distribution of additional Trust Units to all holders of Trust Units pursuant to Section 5.7, the number of the outstanding Trust Units will automatically be consolidated such that each such holder will hold after the consolidation the same number of Trust Units as such holder held before the distribution of additional Trust Units and each Trust Unit Certificate representing a number of Trust Units prior to the distribution of additional Trust Units is deemed to represent the same number of Trust Units after the distribution of additional Trust Units and the consolidation. Such consolidation shall not constitute a redemption or cancellation of Trust Units so

consolidated and a Trust Unitholder whose Trust Units are consolidated shall not receive, and shall not be entitled to receive, any proceeds of disposition in respect thereof. Notwithstanding the foregoing, where tax is required to be withheld in respect of a Trust Unitholder's share of the distribution, the Trust shall withhold from the cash portion of such distribution, if any, or the Trust Unitholder shall make a cash payment to the Trust, of an amount equal to the amount of tax required to be remitted to the appropriate taxation authority by the Trust, or, if such withholding cannot be made by the Trust or such payment is not made by the Trust Unitholder:

- (a) the consolidation of the Trust Units held by such Trust Unitholder will result in such Trust Unitholder holding that number of Trust Units equal to the number of Trust Units held by such Trust Unitholder prior to the distribution minus the number of Trust Units withheld by the Trust on account of withholding taxes payable by the Trust Unitholder in respect of the distribution; and
- (b) the consolidation shall not apply to any Trust Units so withheld.

Any Trust Units so withheld shall either be delivered to the appropriate taxation authority or sold, in which case the net proceeds shall be remitted to the appropriate taxation authority. Such Trust Unitholder will be required to surrender the Trust Unit Certificates, if any, representing such Trust Unitholder's original Trust Units, in exchange for a Trust Unit Certificate representing such Trust Unitholder's post-consolidation Trust Units other than the withheld Trust Units.

3.8 Re-Purchase of Initial Trust Unit by Trust

Immediately after the issuance of one or more additional Trust Units, the Trust shall purchase the Initial Trust Unit from the Settlor, and the Settlor shall sell the Initial Trust Unit to the Trust, for a purchase price of \$100.00 and, upon the completion of such purchase and sale, the Initial Trust Unit shall be cancelled and shall no longer be outstanding for any of the purposes of this Declaration of Trust.

3.9 No Conversion, Retraction, Redemption or Pre-Emptive Rights

Except as otherwise set forth herein, there are no conversion, retraction, redemption or pre-emptive rights attaching to the Trust Units.

4. INVESTMENTS OF TRUST FUND

4.1 Initial Investments

The Administrator shall invest the net proceeds from the sale and issuance of the Trust Units in Permitted Investments.

4.2 Other Investments

Funds within the Trust Fund that are not required to be distributed to Trust Unitholders may be deposited by the Trustees or Administrator on behalf of the Trust Unitholders or may be used by the Trustees or Administrator on behalf of the Trust Unitholders on the advice of the Administrator to acquire Permitted Investments from time to time.

4.3 Investment Restrictions

- (a) The Administrator shall ensure that the Trust:
 - (i) complies at all times with the requirements of subsection 132(6) of the Tax Act; and

- (ii) does not take any action, or acquire or retain any investment, that would result in the Trust not being considered a "mutual fund trust" as defined by the Tax Act; and
- (b) the Administrator may, prior to any investment or activity, obtain an opinion of Counsel confirming that the investment or activity will not affect the Trust's status as a "mutual fund trust" for purposes of the Tax Act, shall not cause the Trust to become a SIFT Trust, or fail to comply with the provisions of subsection 132(6) of the Tax Act.

5. DISTRIBUTIONS

5.1 Computation of Cash Flow of the Trust

The "**Cash Flow of the Trust**", for, or in respect of, any Distribution Period, shall be equal to the sum of:

- (a) all amounts which are received by the Trust for, or in respect of, the Distribution Period, including, without limitation, interest, dividends, distributions, proceeds from the disposition of securities, returns of capital and repayments of indebtedness, or any other payment;
- (b) the proceeds of any issuance of Units or any other securities of the Trust, net of the expenses of distribution, and, if applicable, the use of proceeds of any such issuance for investments; and
- (c) all amounts received by the Trust in any prior Distribution Period to the extent not previously distributed;

less the sum of:

- (d) all amounts used for Permitted Investments during the Distribution Period or set aside by the Administrator for investments;
- (e) all costs and expenses of the Trust which, in the opinion of the Administrator, may reasonably be considered to have accrued and become owing in respect of, or which relate to, the Distribution Period, or a prior period if not accrued or deducted, in determining the Cash Flow of the Trust in such prior period;
- (f) all debt repayments and interest costs and expenses, if any, incurred by the Trust in the Distribution Period;
- (g) all costs and expenses of the Trust relating to capital expenditures which, in the opinion of the Administrator, may reasonably be considered to have accrued and become owing during the Distribution Period, or a prior period if not accrued or deducted in such prior period;
- (h) all amounts contributed or loaned, or which the Administrator reasonably expects to contribute or loan, to an associate or affiliate of the Trust; and
- (i) any other amounts (including taxes) required by law or hereunder to be deducted, withheld or paid by or in respect of the Trust in the Distribution Period.

5.2 Computation of Income and Net Realized Capital Gains

- (a) The "**Income of the Trust**" for any taxation year of the Trust shall be the net income for the year determined pursuant to the provisions of the Tax Act (other than subsection 104(6) and paragraph 82(1)(b)) having regard to the provisions thereof which relate to the calculation of income of a trust, and taking into account such adjustments thereto as are determined by the Administrator in respect of dividends received from taxable Canadian corporations, amounts paid or payable by the Trust to Trust Unitholders and such other amounts as may be determined in the discretion of the Administrator; provided, however, that capital gains and capital losses shall be excluded from the computation of net income; and
- (b) the "**Net Realized Capital Gains**" of the Trust for any taxation year of the Trust shall be determined as the amount, if any, by which the aggregate of the capital gains of the Trust for the year exceeds:
 - (i) the aggregate of the capital losses of the Trust for the year;
 - (ii) any capital gains which are realized by the Trust as a result of a redemption of Trust Units pursuant to Article 6; and
 - (iii) the amount determined by the Administrator in respect of any net capital losses for prior taxation years which the Trust is permitted by the Tax Act to deduct in computing the taxable income of the Trust for the year.

5.3 Distribution of Cash Flow of the Trust

The Trustees, with the assistance of the Administrator, may on or before each Distribution Record Date, declare payable to the holders of Trust Units on such Distribution Record Date all or any part of the Cash Flow of the Trust for the Distribution Period which includes such Distribution Record Date. The proportionate share for each Trust Unit of the amount of such Cash Flow of the Trust (or portion thereof declared payable) shall be determined by dividing such amount by the number of issued and outstanding Trust Units on such Distribution Record Date. The share of such Cash Flow of the Trust (or portion thereof declared payable) attributable to each holder of Trust Units shall be an amount equal to the proportionate share for each Trust Unit of the amount of such Cash Flow of the Trust (or portion thereof declared payable) multiplied by the number of Trust Units owned of record by each such holder of Trust Units on such Distribution Record Date. Subject to Sections 5.7 and 5.8, Cash Flow of the Trust which has been declared to be payable to holders of Trust Units in respect of a Distribution Period shall be paid in cash on the Distribution Payment Date.

5.4 Other Distributions

- (a) In addition to the distributions which are made payable to Trust Unitholders pursuant to Section 5.3, the Trustee may declare to be payable and make distributions to Trust Unitholders of record, from time to time, out of Income of the Trust, Net Realized Capital Gains, the capital of the Trust or otherwise, in any year, in such amount or amounts, and on such record dates as the Trustees may determine with the assistance of the Administrator;
- (b) Having regard to the present intention to allocate, distribute and make payable to Trust Unitholders all of the Income of the Trust, Net Realized Capital Gains and any other applicable amounts so that the Trust will not have any liability for tax under Part I of the Tax Act in any taxation year, the following amounts shall be

due and payable to Trust Unitholders of record on December 31 in each such year:

- (i) an amount equal to the amount, if any, by which the Income of the Trust for such year exceeds the aggregate of the portions, if any, of each distribution made by the Trust pursuant to Section 5.3 and Subsection 5.4(a) which have been determined by the Administrator, pursuant to Section 5.5, to have been payable by the Trust out of Income of the Trust for such year; and
 - (ii) an amount equal to the amount, if any, by which the Net Realized Capital Gains of the Trust for such year exceeds the aggregate of the portions, if any, of each distribution made by the Trust pursuant to Section 5.3 and Subsection 5.4(a) which have been determined by the Administrator, pursuant to Section 5.5, to have been payable by the Trust out of Net Realized Capital Gains for such year;
- (c) The proportionate share of each Trust Unit of the amount of any distribution made pursuant to either or both of Subsections 5.4(a) and 5.4(b) shall be determined by dividing such amount by the number of issued and outstanding Trust Units on the applicable record date in respect of a distribution pursuant to Subsection 5.4(a) and on December 31 in respect of a distribution pursuant to Subsection 5.4(b). Each Trust Unitholder's share of the amount of any such distribution shall be an amount equal to the proportionate share of each Trust Unit of such amount multiplied by the number of Trust Units owned of record by each such Trust Unitholder on such applicable record date or December 31 in the year of such distribution, as the case may be. Subject to Section 5.7 and Section 5.8, amounts which are payable to Trust Unitholders pursuant to either Subsection 5.4(a) or 5.4(b) shall be paid in cash on the Distribution Payment Date which immediately follows the applicable record date in respect of a distribution pursuant to Subsection 5.4(a) or December 31 in the applicable year in respect of a distribution pursuant to Subsection 5.4(b).

5.5 Character of Distributions and Designations

In accordance with and to the extent permitted by the Tax Act, the Administrator in each year shall make designations in respect of the amounts payable to Trust Unitholders for such amounts that the Administrator considers to be reasonable in all of the circumstances, including, without limitation, designations relating to taxable dividends received by the Trust in the year on shares of taxable Canadian corporations (or designated in respect of the Trust where the Trust is a beneficiary of another trust), net capital gains realized by the Trust in the year (or designated in respect of the Trust where the Trust is a beneficiary of another trust) and foreign source income of the Trust for the year, as well as elect under Subsections 104(13.1) and/or (13.2) of the Tax Act that income be taxed to the Trust, rather than to such Trust Unitholders. Distributions payable to Trust Unitholders pursuant to this Article 5 shall be deemed to be distributions of Income of the Trust, Net Realized Capital Gains, trust capital or other items in such amounts as the Administrator shall, in its absolute discretion, determine. For greater certainty, it is hereby declared that any distribution of Net Realized Capital Gains shall include the non-taxable portion of the capital gains of the Trust, which are encompassed in such distribution.

5.6 Enforceability of Right to Receive Distributions

For greater certainty, it is hereby declared that each Trust Unitholder shall have the legal right to enforce payment of any amount payable to such Trust Unitholder as a result of any distribution, which is payable to such Trust Unitholder pursuant to this Article 5.

5.7 Method of Payment of Distributions

- (a) Where the Administrator determines that the Trust does not have available cash in an amount sufficient to make payment of the full amount of any distribution which has been declared to be payable pursuant to this Article 5 on the due date for such payment, the payment may, at the option of the Administrator upon providing notice of the same to the Trustees as soon as reasonably practicable but in any case at least three business days prior to the Distribution Payment Date, include the issuance of additional Trust Units, or fractions of Trust Units, if necessary, having a value equal to the difference between the amount of such distribution and the amount of cash which has been determined by the Administrator to be available for the payment of such distribution; and
- (b) the value of each Trust Unit which is issued pursuant to Subsection 5.7(a) shall be one dollar (\$1.00) per Trust Unit.

5.8 Withholding Taxes

The Trustee may deduct or withhold from distributions payable to any Trust Unitholder all amounts required by law to be withheld from such distribution, whether those distributions are in the form of cash, additional Trust Units or otherwise. In the event of a distribution in the form of additional Trust Units or property other than cash, the Trustees may sell Trust Units or other property of those Trust Unitholders to pay those withholding taxes and to pay all of the Trustees' reasonable expenses with regard thereto and the Trustees shall have the power of attorney of the Trust Unitholder to do so. Any such sale of Trust Units may be made by private sale and upon that sale the affected Trust Unitholder shall cease to be the holder of those Trust Units. In the event that withholding taxes are exigible on any distribution or redemption amounts distributed under this Declaration of Trust and the Trust was unable to withhold taxes from a particular distribution to a Trust Unitholder or has not otherwise withheld taxes on particular distributions to the Trust Unitholders, the Trust shall be permitted to withhold amounts from other distributions to satisfy the withholding tax obligation. In addition, Non-Resident holders of Trust Units will be required to pay all withholding taxes payable in respect of any distributions in the form of additional Trust Units, or otherwise, under Section 5.7.

5.9 No Liability for Sales

The Trustees or the Administrator shall have no liability whatsoever to any Trust Unitholders and no resort shall be had to the Trust Fund or the Trustees or the Administrator, as the case may be, for satisfaction of any obligation or claim against the Trustees, the Administrator or the Trust in connection with the Trust's sale of Trust Units under any provision herein to comply with its statutory obligations to withhold and remit an amount otherwise payable to the Trust Unitholders.

5.10 Definitions

Unless otherwise specified or the context otherwise requires, any term in this Article 5 which is defined in the Tax Act shall have for the purposes of this Article 5 the meaning that it has in the Tax Act.

6. REDEMPTION OF TRUST UNITS

6.1 Right of Redemption

Each holder of Trust Units shall be entitled to require the Trust to redeem at any time or from time to time at the demand of such holder of Trust Units all or any part of the Trust Units registered in the name of such holder of Trust Units at the prices determined and payable in accordance with the terms and conditions hereinafter provided.

6.2 Exercise of Redemption Right

- (a) To exercise a right to require redemption of Trust Units under this Article 6, a duly completed and properly executed notice (each a "Redemption Notice") requesting the Trust to redeem Trust Units, in a form acceptable to the Trustees, acting reasonably, specifying the identity, capacity or authority of the person giving such notice and number of Trust Units to be so redeemed, along with the Trust Unit Certificate representing the Trust Units to be so redeemed, shall be sent by a holder of Trust Units to the Trust at the offices of the Trustees. The Trustees may request such further information or evidence, as it deems necessary, acting reasonably, to act on such Redemption Notice; and
- (b) upon receipt by the Trustees on behalf of the Trust of the notice to redeem Trust Units, the holder of Trust Units shall thereafter cease to have any rights with respect to the Trust Units tendered for redemption (other than to receive the redemption payment therefor unless the redemption payment is not made as provided for herein) including the right to receive any distributions thereon which are declared payable to the holders of Trust Units of record on a date which is subsequent to the day of receipt by the Trust of such notice. Trust Units shall be considered to be tendered for redemption on the date that the Trustee has, to its satisfaction, received the notice and other required documents or evidence as aforesaid.

6.3 Cash Redemption

- (a) Subject to Section 6.4 and Section 6.5, upon receipt by the Trustees on behalf of the Trust of the notice to redeem Trust Units in accordance with Section 6.2, the holder of the Trust Units tendered for redemption shall be entitled to receive the Redemption Price per Trust Unit to be redeemed;
- (b) Subject to Section 6.4 and Section 6.5, the Redemption Price payable in respect of the Trust Units surrendered for redemption shall be satisfied by way of a cash payment on the last day of the calendar month following the last month of the Fiscal Quarter in which the Trust Units were tendered for redemption.
- (c) Payments made by the Trust of the Redemption Price are conclusively deemed to have been made upon the mailing of a cheque in a postage prepaid envelope addressed to the former holder of Trust Units unless such cheque is dishonoured upon presentment. Upon such payment, the Trust shall be discharged from all liability to the former holders of Trust Units in respect of the Trust Units so redeemed.

6.4 No Cash Redemption in Certain Circumstances

The Trust shall not be required to make a payment in cash of for the Redemption Price with respect to Units tendered to for redemption pursuant to a Redemption Notice if:

- (a) in the sole opinion of the Administrator, the payment of the Redemption Price in cash by the Trust would not be in the best interest of the Trust having regard to the then current cash position of the Trust; or
- (b) the redemption of Trust Units will result in the Trust losing its status as a "mutual fund trust" for the purposes of the Tax Act; or
- (c) the Trust, in the opinion of the Administrator, is able to make a cash payment with respect to the Redemption Price and the total amount payable by the Trust pursuant to Section 6.3 in respect of such Trust Units tendered for redemption in the same quarter exceeds \$25,000 (the "**Quarterly Limit**"); provided that the Administrator may, in its sole discretion, waive such limitation in respect of all Trust Units tendered for redemption in any Fiscal Quarter. Trust Units tendered for redemption in any Fiscal Quarter in which the total amount payable by the Trust pursuant to Subsection 6.3(a) exceeds the Quarterly Limit will be redeemed for cash on a pro-rata basis up to the Quarterly Limit and, unless any applicable regulatory approvals are required, by a distribution under Section 6.5, of Redemption Notes, for the balance.

6.5 Redemption Price Paid by Redemption Notes

If pursuant to Section 6.4 a cash payment requested for is not applicable for the whole of all the Units tendered for redemption by a Trust Unitholder, then the Trustees, as soon as reasonably practicable after receipt of a notice from the Administrator advising of the same, shall advise the Trust Unitholders in writing that the Redemption Price for the Units tendered for redemption pursuant to Section 6.2 will be paid in whole or in part by Redemption Notes, and such Trust Unitholders have 15 Business Days from the date of the Trustees' notice hereunder to rescind their redemption. If not rescinded, the Redemption Price shall, subject to all necessary regulatory approvals, be paid and satisfied by the Trust issuing promissory notes ("**Redemption Notes**").

Redemption Notes shall be promissory notes issued in series, or otherwise, by the Trust and issued to redeeming Trust Unitholders in principal amounts equal to the Redemption Price per Trust Unit multiplied by the number of Trust Units to be redeemed and having the following terms and conditions:

- (a) unsecured and bearing interest from and including the issue date of each such note at five percent (5%), payable annually in arrears (with interest after as well as before maturity, default and judgment, and interest on overdue interest at such rate);
- (b) subordinated and postponed to all senior indebtedness and which may be subject to specific subordination and postponement agreements to be entered into by the Trustee or Administrator with holders of senior indebtedness;
- (c) subject to earlier prepayment without penalty, being due and payable on the third anniversary of the date of issuance; and

- (d) subject to the other standard terms and conditions as would be included in a promissory note of this kind, as may be approved by the Administrator.

6.6 Purchase for Cancellation

The Trust may from time to time purchase for cancellation some or all of the Units (or other securities of the Trust which may be issued and outstanding from time to time) by private agreement or pursuant to tenders received by the Trust upon request for tenders addressed to all holders of record of Units.

6.7 Cancellation of all Redeemed Trust Units

All Trust Units which are redeemed or purchased for cancellation under this Article 6 shall be cancelled and such Trust Units shall no longer be outstanding and shall not be reissued.

6.8 Withholdings by the Trustees

The Trustees may deduct or withhold from all payments or other distributions payable to any Trust Unitholder pursuant to this Article 6 all amounts required by applicable law to be so withheld, whether those distributions are in the form of cash, additional Trust Units or otherwise. In the event of a distribution in the form of additional Trust Units or property other than cash, the Trustees may sell Trust Units or other property of those Trust Unitholders to pay those withholding taxes and to pay all of the Trustees' reasonable expenses with regard thereto and the Trustees shall have the power of attorney of the Trust Unitholder to do so. Any such sale of Trust Units may be made by private sale and upon that sale the affected Trust Unitholder shall cease to be the holder of those Trust Units. In the event that withholding taxes are exigible on any distribution or redemption amounts distributed under this Declaration of Trust and the Trust was unable to withhold taxes from a particular distribution to a Trust Unitholder or has not otherwise withheld taxes on particular distributions to the Trust Unitholders, the Trust shall be permitted to withhold amounts from other distributions to satisfy the withholding tax obligation. In addition, Non-Resident holders of Trust Units will be required to pay all withholding taxes payable in respect of any distribution in the form of additional Trust Units, or otherwise.

7. TRUSTEES

7.1 Trustee(s) Term of Office

The Trustees identified as such on page one of this Declaration of Trust are hereby appointed as the Initial Trustees of the Trust. The term of office of any person holding office as Trustees under this Declaration of Trust commences from the date on which its appointment becomes effective (which, in the case of the Initial Trustees, is on the Effective Date) and shall continue until the earlier of the date of the termination of the Trust, the effective date of the Trustees resignation, or the removal of the Trustees in accordance with Section 8.3.

7.2 Qualifications of the Trustees

The following Persons are disqualified from being a Trustee of the Trust:

- (a) an individual who is less than eighteen (18) years of age;
- (b) an individual who is of unsound mind and has been so found by a court in Canada or elsewhere;
- (c) a Person who has the status of bankrupt; and
- (d) a Person who is a Non-Resident.

7.3 Remuneration and Expenses

The Trustees shall be paid for their services as Trustees:

- (a) such reasonable compensation as shall be negotiated between the Administrator on behalf of the Trust and the Trustees;
- (b) reimbursement of the Trustees' reasonable out-of-pocket expenses incurred in acting as Trustees, either directly or indirectly, including the expenses referred to in Section 9.6 hereof; and
- (c) fair and reasonable remuneration for services rendered to the Trust in any other capacity, which services may include, without limitation, services as the Transfer Agent.

The Trustees shall, in respect of amounts payable or reimbursable to the Trustees under this Declaration of Trust, have a priority over distributions to Trust Unitholders in respect of amounts payable or reimbursable to the Trustees under this Section 7.3. Further, in the event the Trustees' fees and expenses are not paid within the time set out in the Trustees' invoice, the Trustees shall be entitled to pay the amounts out of the Trust Fund (or direct the Administrator to pay the amounts out of the Trust Fund).

8. APPOINTMENT, RESIGNATION AND REMOVAL OF THE TRUSTEES

8.1 Consent to Act

A person who is appointed a Trustee hereunder, other than the Initial Trustees whose consent to act is given by its signature hereto, must, either before or after such election or appointment, consent in writing to do so. Without limiting the form of such consent, the execution and delivery to the Trust of a form of consent substantially as follows will satisfy such requirement:

To: Fossil Creek A2A Trust (the "**Trust**")

And to: The Trustees thereof

The undersigned hereby consents to act as a Trustee of the Trust and hereby agrees, upon the later of the date of this consent and the date of the undersigned's appointment as a Trustee of the Trust, to thereby become a party, as the Trustee, to the Declaration of Trust made effective as of the 17th day of March, 2014, and as the same may be amended from time to time, constituting the Trust and to be bound by the obligations and liabilities of the Trustees thereunder.

Resident of [insert residency]

[Name]

[Signature]

[Print Name of Authorized Director Officer]

Dated: _____

Upon the later of a person being appointed a Trustee hereunder and executing and delivering to the Trust a consent substantially as set forth in Section 8.1, such person shall become a Trustee hereunder and shall be deemed to be a party (as a Trustee) to this Declaration of Trust, as amended from time to time.

8.2 Ceasing to Hold Office

A Trustee ceases to hold office when:

- (a) he or she dies or resigns;
- (b) he or she is removed in accordance with Section 8.3;
- (c) he or she ceases to be duly qualified to act as a Trustee as provided under Section 7.2; or
- (d) he or she becomes a Non-Resident.

A resignation of a Trustee becomes effective 60 days from the date a written resignation is received by the Trust and the Administrator, or on the date specified in the resignation, whichever is later.

Upon a Trustee ceasing to hold office as such hereunder, such Trustee shall cease to be a party (as a Trustee) to this Declaration of Trust; provided, however, that such Trustee shall continue to be entitled to be paid any amounts owing by the Trust to the Trustees and to the benefits of the indemnity provided in this Declaration of Trust. Upon the resignation or removal of a Trustee, or upon a Trustee otherwise ceasing to be a Trustee, a Trustee shall cease to have the rights, privileges and powers of a Trustee hereunder, shall execute and deliver such documents as the successor Trustee shall require for the conveyance of any Trust property, including without limitation the Trust Fund, held in a Trustee's name, shall account to the successor Trustee as they may require for all property which that Trustee holds as Trustee, and shall thereupon be discharged as Trustee.

8.3 Removal of Trustee

The Trust Unitholders may remove any Trustee from office, by Extraordinary Resolution at a meeting of Trust Unitholders called for that purpose. Notice of such removal shall be provided to the Trustee no less than 15 days prior to the effective date of the removal unless otherwise agreed to in writing. A vacancy created by the removal of a Trustee may be filled by Ordinary Resolution at the meeting of Trust Unitholders at which a Trustee is removed or, if not so filled, shall be filled as set forth in Section 8.5.

8.4 Vacancies

No vacancy of the office of a Trustee shall operate to annul this Declaration of Trust or affect the continuity of the Trust.

8.5 Filling Vacancies

The Administrator may fill a vacancy of a Trustee without the approval of the Trust Unitholders.

8.6 Validity of Acts

Any act of the Trustees is valid notwithstanding any irregularity in the appointment or election of a Trustee or a defect in the qualifications of a Trustee.

8.7 Successor and Additional Trustee

The rights of the Trustees to control and exclusively administer the Trust and to have the title to the Trust Fund drawn up in its name or in the name of any other successor and all other rights of the Trustees at law shall vest automatically in any person who may hereafter become a Trustee upon such person's due appointment and qualification without any further act and such person shall thereupon have all the rights, privileges, powers, authorities, obligations and immunities of a Trustee hereunder.

9. CONCERNING THE TRUSTEE

9.1 Powers of the Trustee

- (a) Subject to the terms and conditions of this Declaration of Trust, the Trustees may exercise from time to time in respect of the Trust Fund and the investments and affairs of the Trust any and all rights, powers and privileges that could be exercised by a legal and beneficial owner thereof;
- (b) subject to the specific limitations contained in this Declaration of Trust, the Trustees shall have, without further or other action or consent, and free from any power of control on the part of the Trust Unitholders, full, absolute and exclusive power, control and authority over the Trust Fund and over, and management of, the affairs of the Trust to the same extent as if the Trustees were the sole and absolute beneficial owner of the Trust Fund in its own right, to do all such acts and things as in its sole judgment and discretion are necessary or incidental to, or desirable for, carrying out the trust created hereunder. In construing the provisions of this Declaration of Trust, presumption shall be in favour of the granted powers and authority to the Trustees. The enumeration of any specific power or authority herein shall not be construed as limiting the general powers or authority or any other specified power or authority conferred herein on the Trustees. To the maximum extent permitted by law the Trustees shall, in carrying out investment activities, not be in any way restricted by the provisions of the laws of any jurisdiction limiting or purporting to limit investments which may be made by trustees;
- (c) except as expressly prohibited by law, the Trustees may grant or delegate to any person (including the Administrator) the authority and the powers of the Trustees under this Declaration of Trust as the Trustees may in their discretion deem appropriate, necessary or desirable to carry out and effect the actual management and administration of the duties of the Trustees under this Declaration of Trust, without regard to whether the authority is normally granted or delegated by trustees; and
- (d) the Trustees are hereby authorized to execute and deliver the Administration Agreement and to appoint the Administrator to act for and on behalf of the Trust in accordance with those powers and authorities granted to the Administrator under the terms of such agreement, and the Trustees may delegate to such person (and in addition to those matters, if any, specifically granted or delegated to the Administrator in this Declaration of Trust) all of those duties of the Trustees under this Declaration of Trust that the Trustees deem appropriate. Without limiting the generality of the foregoing, the Trustees may grant broad discretion to the Administrator to administer and manage the day-to-day operations of the Trust, to act as agent for the Trust, to execute documents on behalf of the Trust, and to make decisions on behalf of the Trust. The Administrator shall have the powers and duties as may be expressly provided for in this Declaration of Trust

and in the Administration Agreement and may be given, without limitation, the power to further delegate management and administration of the Trust, as well as the power to retain and instruct such appropriate experts or advisors to perform those duties and obligations which it is not best suited to perform.

9.2 Specific Powers and Authorities

Subject to any other express limitations contained in this Declaration of Trust and in addition to any other powers and authorities conferred by this Declaration of Trust or which the Trustees may have by virtue of any present or future statute or rule of law, but subject to the delegation to the Administrator, the Trustees without any action or consent by the Trust Unitholders shall have and may exercise at any time and from time to time the following powers and authorities which may or may not be exercised by the Trustees in such manner and upon such terms and conditions as they may from time to time determine proper, provided that the exercise of such powers and authorities do not adversely affect the status of the Trust as a "mutual fund trust" for purposes of the Tax Act or cause the Trust to become a "SIFT trust" for purposes of the Tax Act, or fail to comply with the provisions of 132(7) of the Tax Act:

- (a) to supervise the activities and manage the investments and affairs of the Trust;
- (b) to maintain records and provide reports to Trust Unitholders;
- (c) to open, operate and close accounts and other similar credit, deposit and banking arrangements and to negotiate and sign banking and financing contracts and agreements;
- (d) without limit as to amount, issue any type of debt securities or convertible debt securities and borrow money or incur any other form of indebtedness for the purpose of carrying out the purposes of the Trust or for other expenses incurred in connection with the Trust and for such purposes may draw, make, execute and issue promissory notes and other negotiable and non-negotiable instruments or securities and evidences of indebtedness, secure the payment of sums so borrowed or indebtedness incurred and mortgage, hypothecate, pledge, assign or grant a security interest in any money owing to the Trust or in Trust Funds or engage in any other means of financing the Trust;
- (e) to obtain security, including encumbrances on assets, to secure the full payment of monies owed to the Trust and the performance of obligations in favour of the Trust, and to exercise all of the rights of the Trust, and to perform all of the obligations of the Trust, under such security;
- (f) to exercise and enforce any and all rights of foreclosure, to bid on property on sale or foreclosure, to take a conveyance in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to revive the obligation on the covenants secured by such security and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies with respect to any such security or guarantee;
- (g) to establish places of business of the Trust;
- (h) to manage the Trust Fund and to, sell, transfer and assign the Trust Fund; however, the Trustees shall not sell all or substantially all of the Trust Fund without the consent of the Trust Unitholders by Extraordinary Resolution;

- (i) to enter into the Administration Agreement;
- (j) to invest, hold shares, trust units, beneficial interests, partnership interests (other than general partnership interests), joint venture interests or other interests in any person necessary or useful to carry out the purpose of the Trust;
- (k) to cause title to any of the Trust assets to be drawn up in the name of such person on behalf of the Trust or, to the extent permitted by applicable law, in the name of the Trust, as the Trustees shall determine;
- (l) to determine conclusively the allocation to capital, income or other appropriate accounts of all receipts, expenses and disbursements;
- (m) to enter into any agreement or instrument to create or provide for the issue of Trust Units or (including any firm or best efforts underwriting agreement), to cause such Trust Units to be issued for such consideration as the Trustees, in their sole discretion, may deem appropriate and to do such things and prepare and sign such documents, including the prospectus and any registration rights agreement, to qualify such Trust Units for sale in whatever jurisdictions they may be sold or offered for sale;
- (n) to enter into any agreement in connection with, or to facilitate, the issuance of Exchangeable Securities;
- (o) to determine conclusively the value of any or all of the Trust Fund from time to time and, in determining such value, to consider such information and advice as the Trustees in their sole judgment, may deem material and reliable;
- (p) to collect, sue for and receive all sums of money or other property or items that are believed due to the Trust;
- (q) to effect payment of distributions to the holders of Trust Units as provided in Article 5;
- (r) to invest funds of the Trust as provided in Article 4;
- (s) if the Trustees become aware by written notice that the beneficial owners of 49% or more of the Trust Units or securities exchangeable into Trust Units then outstanding are, or may be, Non-Residents or that such situation is imminent, the Trustees shall obtain such advice as they deem appropriate in order to ascertain the tax and other implications that such level of Non-Resident ownership may have for the Trust and Trust Unitholders and if and to the extent that they determine that such level of Non-Resident ownership would have material adverse tax or other consequences to the Trust or Trust Unitholders, shall ensure that appropriate limitations on Non-Resident ownership as provided in Section 13.5 are met;
- (t) to possess and exercise all the rights, powers and privileges pertaining to the ownership of the securities of the Limited Partnership and other securities of the Trust to the same extent that any person might, unless otherwise limited herein, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice, either in person or by

proxy or power of attorney, with or without power of substitution, to one or more persons, which proxies and powers of attorney may be for meetings or actions generally or for any particular meeting or action and may include the exercise of discretionary power;

- (u) where reasonably required, to engage, employ or contract with or retain on behalf of the Trust any persons as agents, representatives, employees or independent contractors (including without limitation, investment advisors, registrars, underwriters, accountants, lawyers, appraisers, brokers, consultants, technical advisors, depositories, custodians, transfer agents or otherwise) in one or more capacities;
- (v) except as prohibited by applicable law, to delegate any of the powers and duties of the Trustees to any one or more agents, representatives, officers, employees, independent contractors or other persons the doing of such things and the exercise of such powers hereunder as the Trustees may from time to time reasonably require, so long as any such delegation is not inconsistent with any of the provisions of this Declaration of Trust and the Administration Agreement and subject at all times to the general control and supervision of the Trustees as provided for herein;
- (w) to engage in, intervene in, prosecute, join, defend, compromise, abandon or adjust, by arbitration or otherwise, any actions, suits, disputes, claims, demands or other litigation or proceedings, regulatory or judicial, relating to the Trust, the assets of the Trust or the Trust's affairs, to enter into agreements therefor, whether or not any suit or proceeding is commenced or claim asserted and, in advance of any controversy, to enter into agreements regarding the arbitration, adjudication or settlement thereof;
- (x) to arrange for insurance contracts and policies insuring the Trust, its assets, any affiliate of the Trust and/or any or all of the Trustees or the Trust Unitholders, including against any and all claims and liabilities of any nature asserted by any person arising by reason of any action alleged to have been taken or omitted by the Trust or by the Trustees or Trust Unitholders;
- (y) to cause legal title to any of the assets of the Trust to be held by and/or in the name of a Trustee, or except as prohibited by law, by and/or in the name of the Trust or any other custodian or person, on such terms, in such manner, with such powers in such person as the Trustees may determine and with or without disclosure that the Trust or the Trustees are interested therein; provided, however, that should legal title to any of the Trust assets be held by and/or in the name of any person or persons other than the Trustees, the Administrator or the Trust, the Trustees shall require such person or persons to execute a trust agreement acknowledging that legal title to such assets is held in trust for the benefit of the Trust;
- (z) to redeem Trust Units (or rights, warrants, convertible securities, options or other securities) for such consideration as the Trustees may deem appropriate in their sole discretion, such redemption to be subject to the terms and conditions of this Declaration of Trust;
- (aa) to use its reasonable commercial efforts to ensure that the Trust qualifies at all times as a "mutual fund trust" pursuant to Section 132(6) of the Tax Act and not take any action that would result in the Trust, or any entity in which

the Trust has invested being considered a "SIFT trust" or a "SIFT partnership" as defined in the Tax Act;

- (bb) in addition to the mandatory indemnification provided for in Section 9.8 to the extent permitted by law to indemnify, or enter into agreements with respect to the indemnification of, any person with whom the Trust has dealings including, without limitation, the Trustees, the Administrator, the Transfer Agent, to such extent as the Trustees shall determine and to the extent permitted by law;
- (cc) without the approval or confirmation of Trust Unitholders, enact and from time to time amend or repeal by-laws not inconsistent with this Declaration of Trust containing provisions relating to the Trust, the Trust assets and the conduct of the affairs of the Trust, but not in conflict with any provision of this Declaration of Trust;
- (dd) to pay all taxes or assessments, of whatever kind or nature, whether within or outside Canada, imposed upon or against the Trustees in connection with the Trust assets, undertaking or Income of the Trust, or imposed upon or against the Trust assets, undertaking or Income of the Trust or Net Realized Capital Gains, or any part thereof and to settle or compromise disputed tax liabilities and for the foregoing purposes to make such returns, take such deductions, and make such designations, elections, allocations and determinations in respect of the Income of the Trust or Net Realized Capital Gains distributed to holders of Trust Units in the year and any other matter as shall be permitted under the Tax Act and analogous provisions of any provincial income tax legislation (provided that to the extent necessary the Trustees will seek the advice of Counsel or the Auditors), and do all such other acts and things as may be deemed by the Trustee in its sole discretion to be necessary, desirable or convenient;
- (ee) to guarantee the obligations of any subsidiary of the Trust including the Limited Partnership, and granting security interests in the Trust assets as security for such guarantee;
- (ff) to subdivide or consolidate from time to time the issued and outstanding Trust Units;
- (gg) to provide indemnities for the directors and officers of any affiliate of the Trust;
- (hh) to form any subsidiary of the Trust for the purpose of making any Permitted Investment and entering into or amending any agreement on such terms as may be approved by the Trustees;
- (ii) to purchase Trust Units for cancellation in accordance with applicable regulatory requirements; and
- (jj) to do all such other acts and things as are incidental to the foregoing, and to exercise all powers which are necessary or useful to carry on the purpose and activities of the Trust, to promote or advance any of the purposes for which the Trust is formed and to carry out the provisions of this Declaration of Trust whether or not specifically mentioned herein.

The Trustees shall, except as may be prohibited by applicable law, have the right to delegate authority for the above-referenced matters to a manager or administrator (including the Administrator under the Administration Agreement) if the Trustees determines in their sole discretion that such delegation is desirable to effect the administration of the duties of the Trust under this Declaration of Trust.

9.3 Restriction on Powers

In respect of any obligations that the Trust is required to assume, the Administrator and the Trustees will use their commercially reasonable efforts to ensure that these are in writing and contain provisions to exempt the Trust Unitholders from any liability thereunder and to limit any such liability in respect of the Trust Fund.

9.4 Banking

The banking business of the Trust, or any part thereof, shall be transacted with such bank, trust company, or other firm or corporation carrying on a banking business as the Trustee may designate, appoint or authorize from time to time and all such banking business, or any part thereof, shall be transacted on the Trust's behalf by the Trustees and/or other persons as the Trustees may designate, appoint or authorize from time to time including, but without restricting the generality of the foregoing, the operation of the Trust's accounts; the making, signing, drawing, accepting, endorsing, negotiation, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money; the giving of receipts for and orders relating to any property of the Trust; the execution of any agreement relating to any property of the Trust; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties hereto; and the authorizing of any officer of such banker to do any act or thing on the Trust's behalf to facilitate such banking business.

9.5 Standard of Care

The Trustees shall exercise their powers and carry out their functions hereunder as Trustees honestly, in good faith and in the best interests of the Trust and the Trust Unitholders and, in connection therewith, shall exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. Unless otherwise required by law, the Trustees shall not be required to give bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder. The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.

9.6 Expenses

The Trustees shall be entitled to reimbursement from the Trust of any of their expenses incurred in acting as Trustees. The Trustees on behalf of the Trust may pay or cause to be paid reasonable expenses incurred in connection with the administration and management of the Trust, including without limitation fees and expenses of the Administrator pursuant to the Administration Agreement, auditors, lawyers, appraisers and other agents, consultants and professional advisers employed by or on behalf of the Trust and the cost of reporting or giving notices to Trust Unitholders. The Trustees on behalf of the Trust may pay or cause to be paid brokerage commissions at prevailing rates in receipt of the acquisition and disposition of any securities acquired or disposed of by the Trust to brokers.

9.7 Limitations on Liability of Trustees

- (a) The Trustees shall not be liable to any Trust Unitholder or any other person, in tort, contract or otherwise, in connection with any matter pertaining to the Trust

or the Trust Fund, arising from the exercise by the Trustees of any powers, authorities or discretion conferred under this Declaration of Trust, including, without limitation, any action taken or not taken, in good faith in reliance on any documents that are, prima facie, properly executed, any depreciation of, or loss to, the Trust Fund incurred by reason of the sale of any asset, any inaccuracy in any evaluation provided by any other appropriately qualified person, any reliance on any such evaluation, or any action or failure to act (including failure to compel in any way any former Trustees to redress any breach of trust or any failure by the Administrator to perform its duties under the Declaration of Trust or the Administration Agreement), unless such liabilities arise out of the gross negligence, wilful misconduct or fraud of the Trustees. If the Trustees have retained an appropriate expert, advisor, Counsel or the Auditors with respect to any matter connected with their duties under this Declaration of Trust or any other contract, the Trustees may act or refuse to act based on the advice of such expert, advisor, Counsel or the Auditors, and the Trustees shall not be liable for and shall be fully protected from any loss or liability occasioned by any action or refusal to act based on the advice of any such expert, advisor, Counsel or the Auditors.

- (b) subject to the standard of care set out in Section 9.5, the Trustees shall not be subject to any liability whatsoever in tort, contract or otherwise, in connection with Trust Fund or the affairs of the Trust, including, without limitation, in respect of any loss or diminution in value of any Trust Fund, to the Trust or to the Trust Unitholders or to any other person for anything done or permitted to be done by the Trustees; provided that the foregoing limitation shall not apply to any liability of the Trustees that arises out of the Trustees's gross negligence, wilful misconduct or fraud. The Trustees shall not be subject to any personal liability for any debts, liabilities, obligations, claims, demands, judgments, costs, charges or expenses against or with respect to the Trust arising out of anything done or permitted or omitted to be done in respect of the execution of the duties of the office of Trustees for or in respect to the affairs of the Trust. No property or assets of the Trustees, owned in their personal capacity or otherwise, will be subject to any levy, execution or other enforcement procedure with regard to any obligations under this Declaration of Trust or under any other related agreements. No recourse may be had or taken, directly or indirectly, against the Trustees in their personal capacity. The Trust shall be solely liable therefor and resort shall be had solely to the Trust Fund for payment or performance thereof; and
- (c) any liability of the Trustees for, or in respect of, or that arises out of, or results from the Trustees' breach of this Declaration of Trust shall be limited, in the aggregate, to the amount of remuneration paid by the Trust to the Trustees under this Declaration of Trust in the twelve months immediately before the Trustees first receiving written notice of such liability; provided that the foregoing limitation shall not apply to any liability of the Trustees that arises out of the Trustees' gross negligence, wilful misconduct or fraud.

9.8 Indemnification of Trustees

The Trustees shall be fully indemnified and saved harmless out of the Trust Fund in respect of:

- (a) any liability and all costs, charges and expenses sustained or incurred in respect of any action, suit or proceeding that is proposed or commenced against the Trustees for or in respect of any act, omission or error in respect of the Trust and

the Trustees' execution of all duties and responsibilities and exercise of all powers and authorities pertaining thereto;

- (b) any liability and all losses, damages, costs, charges and expenses sustained or incurred in respect of any action, suit or proceeding that is proposed or commenced against the Trustees for or in respect of the Administrator providing or omitting to provide services to the Trust or otherwise performing obligations under the Administration Agreement or as delegated or otherwise contemplated under this Declaration of Trust;
- (c) all other costs, charges, taxes, penalties and interest in respect of unpaid taxes; and
- (d) all other expenses and liabilities sustained or incurred by the Trustees in respect of the administration or termination of the Trust;

unless any of the foregoing arise out of the gross negligence, wilful misconduct or fraud of the Trustees. This indemnification shall survive the termination of the Trust and the resignation or removal of the Trustee.

Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Trustees shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

9.9 Trustees Obligation to Expend their own Funds

No provisions of this Declaration of Trust shall require the Trustees to expend or risk their own funds or otherwise incur any financial liability in the performance of any of their duties hereunder or in the exercise of any of its rights or powers unless the Trustees shall have received adequate funding and indemnity in its opinion, acting reasonably, against potential costs and liabilities incurred by it relating thereto.

9.10 Anti-Money Laundering

The Trustees shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustees, in their sole judgment, acting reasonably, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering, or anti-terrorist or economic sanction legislation, regulation or guideline. Further, should the Trustees, in their sole judgment, acting reasonably, determine at any time that its acting under this Declaration of Trust has resulted in its being in non-compliance with any applicable anti-money laundering, or anti-terrorist or economic sanction legislation, regulation or guideline, then it shall have the right to resign on ten (10) Business Days written notice to the Administrator, provided that the Trustees written notice shall describe the circumstances of such non-compliance; and if such circumstances are rectified to the Trustees satisfaction within such ten (10) Business Days, then such resignation shall not be effective.

9.11 Force Majeure

During the occurrence of an event of Force Majeure, the obligations of the party affected by such event of Force Majeure, to the extent and for the period that such obligations are not performed as a result of such event of Force Majeure, shall be suspended, and such party shall not be considered to be in breach or default hereunder, for the period of such occurrence, except that the occurrence of an event of

Force Majeure: (i) affecting the Trust but not affecting the performance of the Trustees or the Administrator's obligations hereunder, shall not relieve any of the parties hereto of its obligation to make payments hereunder; or (ii) affecting the Trustees or the Administrator but not affecting the performance of the obligations of the Trust hereunder, shall not relieve any of the parties hereto of its obligation to make payments hereunder incurred before the event of Force Majeure in respect of services performed by the Trustees or the Administrator prior to such event of Force Majeure. The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of Force Majeure. No obligation of any party that arose prior to the event of Force Majeure causing the suspension of performance shall be excused as a result of the event of Force Majeure.

For greater certainty, performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

9.12 Privacy Laws

The parties acknowledge that federal and/or provincial legislation that addresses the protection of individuals' personal information (collectively, "**Privacy Laws**") applies to certain obligations and activities under this Declaration of Trust. Notwithstanding any other provision of this Declaration of Trust, neither party shall take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Administrator shall, prior to transferring or causing to be transferred personal information to the Trustee, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Trustees shall use commercially reasonable efforts to ensure that their services hereunder comply with Privacy Laws.

Specifically, the Trustees agree:

- (a) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry;
- (b) to use personal information solely for the purposes of providing its services under or ancillary to this Declaration of Trust and to comply with applicable laws and not to use it for any other purpose except with the consent of or direction from the Administrator or the individual involved or as permitted by Privacy Laws;
- (c) not to sell or otherwise improperly disclose personal information to any third party; and
- (d) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use or modification.

For greater certainty, the parties acknowledge that the Trustees may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

- (a) to provide the services required under this Agreement and other services that may be requested from time to time;
- (b) to help the Trustees manage its servicing relationships with such individuals;
- (c) to meet the Trustees legal and regulatory requirements; and

- (d) if Social Insurance Numbers are collected by the Trustees, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

Each party acknowledges and agrees that the Trustees may receive, collect, use and disclose personal information provided to it or acquired by them in the course of this Agreement for the purposes described above and, generally, in the manner and on the terms described in its Privacy Code, which the Trustees shall make available on its website or upon request, including revisions thereto. Some of this personal information may be transferred to servicers in the U.S.A. for data processing and/or storage. Further, the Administrator agrees that it shall not provide or cause to be provided to the Trustees any personal information relating to an individual who is not a party to this Agreement unless that party has assured itself that such individual understands and has consented to the aforementioned terms, uses and disclosures.

9.13 Conflicts of Interest

Without affecting or limiting the duties and responsibilities or the limitations and indemnities provided herein or in the Administration Agreement, the Trustees and the Administrator are hereby expressly permitted to:

- (a) be, or be an associate or an affiliate of, a person from or to whom assets of the Trust have been or are to be purchased or sold;
- (b) be, or be an associate or an affiliate of, a person with whom the Trust or the Administrator contracts or deals or which supplies services or extends credit to the Trust or the Administrator or to which the Trust extends credit;
- (c) acquire, hold and dispose of, either for its own account or the accounts of its customers, any assets not constituting part of the Trust Fund, even if such assets are of a character which could be held by the Trust, and exercise all rights of an owner of such assets as if it were not a trustee or the Administrator;
- (d) derive direct or indirect benefit, profit or advantage from time to time as a result of dealing with the Trust or the relationships, matters, contracts, transactions, affiliations or other interests stated in this section without being liable to the Trust or any Trust Unitholder for any such direct or indirect benefit, profit or advantage;
- (e) the A2A Parties may, either presently and/or in the future, be associated with other investment funds, which funds may, either presently and/or in the future, have similar investment objectives as the Trust. The Trust shall not have priority with respect to the allocation of investment opportunities or loans in or to other issuers and other investment funds may participate in such investment and loan opportunities in priority to the Trust;
- (f) the A2A Parties may take actions to resolve a material conflict of interest without the approval of the Unitholders or the Trustees provided that each of the A2A Parties use reasonable best efforts to resolve any such conflict of interest as equitably as possible under the prevailing facts and circumstances; and
- (g) the Unitholders agree that the activities set forth in this Section 9.13 shall not constitute a conflict of interest or breach of fiduciary duty to the Trust or the Unitholders, the Unitholders hereby consent to such activities and the Unitholders waive, relinquish and renounce any right to participate in, and any

other claim whatsoever with respect to, any such activities. The Unitholders further agree that no party referred to in this Section 9.13 will be required to account to the Trust or any Unitholders for any benefit or profit derived from any such activities or from such similar or competing activity or any transactions relating thereto by reason of any conflict of interest or the fiduciary relationship created by virtue of the position of any party referred to in this Section 9.13 hereunder unless such activity is contrary to the express terms of this Agreement or applicable laws.

10. DELEGATION OF POWERS

10.1 The Administrator

Except as prohibited by law, the Trustees may grant or delegate to a person or persons such authority as the Trustees may in their sole discretion deem necessary or desirable to effect the actual administration of the duties of the Trustees under this Declaration of Trust. The Trustees shall enter into the Administration Agreement with the Administrator relating to the Administrator's authority, term of appointment, compensation and any other matters deemed desirable by the Trustees. The Trustees and the Trust shall enter into the Administration Agreement pursuant to which A2A Capital Management Inc. shall be appointed as Administrator.

10.2 Liability of Trustees

Subject to the provisions of section 5 of the *Trustee Act* (Alberta), the Trustees shall have no liability or responsibility for any matters delegated to the Administrator or under the Administration Agreement, and the Trustees, in relying upon the Administrator and in entering into the Administration Agreement, shall be deemed to have complied with their obligations under Article 9 and shall be entitled to the benefit of the indemnity provided in Article 9.

10.3 Performance of Obligations

In the event that the Administrator is unable or unwilling to perform its obligations under the Administration Agreement, or there is no Administrator, the Trustees may perform all obligations of the Administrator thereunder or shall be entitled to engage another person that is duly qualified to perform such obligations.

10.4 Standard of Care and Duties

In carrying out its functions under this Declaration of Trust, the Administrator shall act honestly and in good faith, exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and act in good faith in accordance with the intent of the provisions of this Declaration of Trust respecting the relative rights of the Trust Unitholders.

10.5 Compliance

The Administrator shall be required to notify the Trustees of any defaults under the Declaration of Trust or the Administration Agreement of which it becomes aware. Further, the Administrator shall provide an annual certificate of compliance in a form and substance satisfactory to the Trustee with respect to the satisfaction of its obligations under this Declaration of Trust and the Administration Agreement.

10.6 Special Duties of the Administrator

If the Administrator becomes aware that the beneficial owners of 49% or more of the Units then outstanding are, or may be, Non-Resident or that the situation is imminent, then the Administrator shall arrange to implement the procedures regarding the limitations on Non-Resident ownership as provided in this Declaration of Trust.

10.7 Removal of the Administrator

The Trust Unitholders may remove any Administrator from office, by Extraordinary Resolution at a meeting of Trust Unitholders called for that purpose. A vacancy created by the removal of an Administrator may be filled by Ordinary Resolution at the meeting of Trust Unitholders at which the Administrator is removed or, if not so filled, shall be filled as set forth in Section 10.8.

10.8 Filling Vacancies

The Trustee may fill a vacancy of the Administrator without the approval of the Trust Unitholders.

11. AMENDMENT

11.1 Permitted Amendments

The provisions of this Declaration of Trust, except where specifically provided otherwise, may only be amended by Extraordinary Resolution; provided that the provisions of this Declaration of Trust may also be amended by the Trustees with the approval of the Administrator without the consent, approval or ratification of the Trust Unitholders or any other person at any time:

- (a) for the purpose of ensuring continuing compliance with applicable laws, regulations or policies of any governmental authority having jurisdiction over the Trustees or the Trust;
- (b) in a manner which, in the opinion of the Administrator, provides additional protection for the Trust Unitholders or to obtain, preserve or clarify the provision of desirable tax treatment to the Trust Unitholders;
- (c) ensuring that the Trust will satisfy the provisions of the Tax Act with respect to retaining its qualification as a "mutual fund trust", pursuant to subsection 132(6) of the Tax Act, as the Tax Act may be amended from time to time;
- (d) to ensure that the Trust is not considered a "SIFT trust" as defined in the Tax Act;
- (e) in a manner which, in the opinion of the Trustees supported by opinion of Counsel, is necessary or desirable as a result of changes in Canadian taxation laws;
- (f) to remove any conflicts or inconsistencies in this Declaration of Trust or to make minor corrections which are, in the opinion of the Administrator based on the advice of counsel, necessary or desirable and not prejudicial to the Trust Unitholders; or
- (g) to change the status of, or the laws governing, the Trust which, in the opinion of the Administrator supported by opinion of Counsel, is desirable in order to

provide Trust Unitholders with the benefit of any legislation limiting their liability,

but notwithstanding the foregoing, no such amendment shall modify the voting rights of any Trust Unit or reduce the fractional undivided interest in the Trust assets represented by any Trust Unit without the consent of the holder of such Trust Unit, and no amendment shall reduce the percentage of votes required to be cast at a meeting of the Trust Unitholders for the purpose of this Section 11.1 without the consent of the holders of all of the Units then outstanding.

11.2 Notification of Amendment

As soon as shall be practicable after the making of any amendment pursuant to Section 11.1 and in any event not later than the date the Trust is required to provide the financial disclosure in Section 16.7 the Administrator shall furnish written notification of the substance of such amendment to each Trust Unitholder.

12. MEETINGS OF TRUST UNITHOLDERS

12.1 General and Special Meetings of Trust Unitholders

- (a) General meetings of the Trust Unitholders shall be called, at a time and at a place in Canada set by the Administrator. A general meeting of the Trust Unitholders shall be called within 18 months of the Effective Date, and thereafter within 15 months of the previous general meeting. The business transacted at such meetings shall include the presentation of the financial statements of the Trust for the preceding fiscal years, the appointment of Auditors for the ensuing years, and the transaction of such other business as Trust Unitholders may be entitled to vote upon as hereinafter provided in this Article 12 or as the Administrator may determine or as may be properly brought before the meeting;
- (b) special meetings of the Trust Unitholders may be called by either the Administrator or the Trustees at any time and for any purpose;
- (c) Trust Unitholders holding in the aggregate not less than 25% of all votes entitled to be voted at a meeting of Trust Unitholders may requisition the Trustee to call a special meeting of Trust Unitholders for the purposes stated in the requisition. The requisition shall:
 - (i) be in writing;
 - (ii) set forth the name and address of, and number of Trust Units and Exchangeable Securities (and votes attached thereto which, in the aggregate, must not be less than 25% of all votes entitled to be voted at a meeting of Trust Unitholders) held by each person who is supporting the requisition; and
 - (iii) shall state in reasonable detail the business to be transacted at the meeting and shall be sent to the Trustees.
 - (iv) Upon receiving a requisition complying with the foregoing, the Trustees shall call a meeting of Trust Unitholders to transact the business referred to in the requisition, unless:
 - (A) a record date for a meeting of Trust Unitholders has been fixed;

- (B) the Administrator or the Trustees has called a meeting of Trust Unitholders and has given notice thereof pursuant to Section 12.2; or
- (C) in connection with the business as stated in the requisition:
 - (1) it clearly appears that a matter covered by the requisition is submitted by the Trust Unitholders primarily for the purpose of enforcing a personal claim or redressing a personal grievance against the Trust, the Trustees, the Administrator or the Trust Unitholders, or primarily for the purpose of promoting general economic, political, religious, social or similar causes or primarily for a purpose that does not relate in a significant way to the business or affairs of the Trust;
 - (2) the Trust, at the Trust Unitholder's request, had previously included a matter substantially the same as a matter covered by the requisition in an information circular relating to a meeting of Trust Unitholders held within 36 months preceding the receipt of such requisition and the Trust Unitholders failed to present the matter, in person or by proxy, at the meeting;
 - (3) substantially the same matter covered by the requisition was submitted to Trust Unitholders in an information circular relating to a meeting of Trust Unitholders held within 36 months preceding the receipt of such requisition and the matter covered by the requisition was defeated; or
 - (4) the rights conferred by this Section 12.1 are being abused to secure publicity;
- (d) if the Trustees do not, within 90 days after receiving the requisition, call a meeting (except where the grounds for not calling the meeting are one or more of those set forth in subsection 12.1(c)(iv)(C) above), any Trust Unitholder who signed the requisition may call the meeting in accordance with the provisions of Article 12, *mutatis mutandis*;
- (e) meetings of Trust Unitholders shall be held in Calgary, Alberta, or at such other place in Canada as the Administrator shall designate;
- (f) the chair of any general or special meeting shall be a person designated by the Administrator for the purpose of such meeting;
- (g) the Trustees, the Administrator, the Auditors and any other person approved by the Administrator or the chair of the meeting may attend meetings of the Trust Unitholders;
- (h) any person entitled to attend a meeting of Trust Unitholders may participate in the meeting, subject to and in accordance with applicable securities laws, if any, by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, if

the Trust makes available such a communication facility. A person participating in a meeting by such means is deemed for the purposes of this Declaration of Trust to be present at the meeting; and

- (i) if the Administrator, the Trustees or the Trust Unitholders call a meeting of Trust Unitholders pursuant to this Declaration of Trust, the Administrator, the Trustees or Trust Unitholders, as the case may be, may determine that the meeting shall be held, subject to and in accordance with applicable securities laws, if any, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

12.2 Notice of Meetings

Notice of all meetings of Trust Unitholders shall be given by unregistered mail, postage prepaid, addressed to each Trust Unitholder at the Trust Unitholder's last address on the books of the Trust, mailed at least 21 days and not more than 50 days before the meeting. Such notice shall specify the time when, and the place where, such meeting is to be held and shall specify the nature of the business to be transacted at such meeting in sufficient detail to permit a Trust Unitholder to form a reasoned judgment thereon, together with the text of any Extraordinary Resolution, at the time of mailing of the notice, proposed to be passed. Any adjourned meeting, other than a meeting adjourned for lack of a quorum under Section 12.3, may be held as adjourned without further notice. The accidental omission to give notice or the non-receipt of such notice by a Trust Unitholder shall not invalidate any resolution passed at any such meeting. Notwithstanding the foregoing, a meeting of Trust Unitholders may be held at any time without notice if all the Trust Unitholders are present or represented thereat or those not so present or represented have waived notice. Any Trust Unitholder (or a duly appointed proxy of a Trust Unitholder) may waive any notice required to be given under the provisions of this Section 12.2, and such waiver, whether given before or after the meeting, shall cure any default in the giving of such notice.

12.3 Quorum

At any meeting of the Trust Unitholders, subject as hereinafter provided, a quorum shall consist of two or more individuals present in person either holding personally or representing as proxies not less in aggregate than 25% of the votes attached to all outstanding Units. In the event of such quorum not being present at the appointed place on the date for which the meeting is called within 30 minutes after the time fixed for the holding of such meeting, the meeting, if called by request of Trust Unitholders, shall be terminated and, if otherwise called, shall stand adjourned to such day being not less than 7 days later and to such place and time as may be appointed by the chair of the meeting. If at such adjourned meeting a quorum as above defined is not present, the Trust Unitholders then present either personally or by proxy shall form a quorum, and any business may be brought before or dealt with at such an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

12.4 Voting Rights of Trust Unitholders

Only Trust Unitholders of record shall be entitled to vote and each Unit shall entitle the holder or holders of that Unit on a poll vote at any meeting of Trust Unitholders to the voting rights set out herein. Every question submitted to a meeting shall, unless a poll vote is demanded, be decided by a show of hands vote, on which every person present and entitled to vote shall be entitled to one vote per Unit held by such person. At any meeting of Trust Unitholders, any holder of Units entitled to vote thereat may vote by proxy and a proxyholder need not be a Trust Unitholder, provided that no proxy shall be voted at any meeting unless it shall have been received by the Transfer Agent for verification at least 24 hours prior to the commencement of such meeting, or such lesser time as the chairman of the meeting may allow. When any Unit is held jointly by several persons, any one of them may vote at any meeting in person or by proxy in respect of such Unit, but if more than one of them shall be present at such meeting

in person or by proxy, and such joint owners or their proxies so present disagree as to any vote to be cast, such vote purporting to be executed by or on behalf of a Trust Unitholder shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

12.5 Resolutions Binding the Trust

In addition to any other provisions set forth herein requiring the approval of Trust Unitholders in respect to certain matters, or as a condition precedent to taking certain actions set forth below, it is agreed that:

- (a) the Trustees shall not, without the approval of the Trust Unitholders by Extraordinary Resolution sell, lease, exchange or transfer all or substantially all of the Trust Fund other than:
 - (i) pursuant to in specie redemptions permitted hereunder, or
 - (ii) in order to acquire in connection with pursuing the purpose of the Trust securities of the Limited Partnership;
- (b) the following matters must be approved by a majority of the directors of the Administrator:
 - (i) a change to the Administration Agreement or any extension thereof; and
 - (ii) the terms of any agreement entered into by the Trust, or any of its affiliates, with the Administrator or any affiliate thereof; and
- (c) Trust Unitholders shall also be entitled to pass resolutions that will bind the Trust only with respect to the following matters:
 - (i) the removal of a Trustee as provided in Section 8.3;
 - (ii) the removal of the Administrator as provided in Section 10.7;
 - (iii) the approval or removal of Auditors as provided in Article 17;
 - (iv) the termination of the Trust as provided in Section 14.2; and

Except with respect to the above matters set out in this Section 12.5, no action taken by the Trust Unitholders or any resolution of the Trust Unitholders at any meeting shall in any way bind the Trustees. Any action taken or resolution passed in respect of any matter on which Trust Unitholder approval is required under this Declaration of Trust shall be by Extraordinary Resolution, unless the contrary is otherwise expressly provided under any specific provision of this Declaration of Trust.

12.6 Meaning of "Extraordinary Resolution" and "Ordinary Resolution"

- (a) **"Extraordinary Resolution"** when used in this Declaration of Trust means, subject to this Article 12, a resolution proposed to be passed as a special resolution at a meeting of Trust Unitholders (including an adjourned meeting) duly convened for that purpose and held in accordance with the provisions of this Article 12 and passed by more than 66⅔% of the votes cast on such resolution by Trust Unitholders represented in person or by proxy at the meeting;
- (b) **"Ordinary Resolution"** when used in this Declaration of Trust means, subject to this Article 12 (and further, subject to compliance with the requirements of any

applicable laws that prohibit specified Trust Unitholders from voting on resolutions in specified circumstances), a resolution proposed to be passed at a meeting of Trust Unitholders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 12 and passed by more than 50% of the votes cast on such resolution by Trust Unitholders represented in person or by proxy at the meeting; and

- (c) votes on any resolution shall be by show of hands unless the chair of the meeting or a Trust Unitholder requests a poll.

12.7 Meaning of "Outstanding"

Every Unit issued, certified and delivered hereunder shall be deemed to be outstanding until it shall be cancelled or delivered to the Trustees or Transfer Agent for cancellation provided that:

- (a) when a new certificate has been issued in substitution for a Unit Certificate which has been lost, stolen, mutilated or destroyed, only the new certificates shall be counted for the purposes of determining the number of Trust Units outstanding;
- (b) for the purpose of any provision of this Declaration of Trust entitling Trust Unitholders to vote, sign consents, requisitions or other instruments or take any action under this Declaration of Trust, Trust Units owned directly or indirectly, legally or equitably, by the Trust shall be disregarded, except that:
 - (i) for the purpose of determining whether the Trustees shall be protected in relying on any such vote, consent, requisition or other instrument or action only the Trust Units which the Trustees know are so owned shall be so disregarded; and
 - (ii) Trust Units so owned which have been pledged in good faith other than to the Trust shall not be so disregarded if the pledgee shall establish to the satisfaction of the Trustees the pledgee's right to vote such Trust Units in his or her discretion free from the control of the Trust; and
- (c) for the purposes of Subsection 12.7(b), the Transfer Agent shall provide a certificate which will state the number of Trust Units and the certificate numbers of certificates, if certificates are issued, held by the Trust. The Trustees shall be entitled to rely on such certificate in order to disregard the votes of any of such parties.

12.8 Record Date for Voting

For the purpose of determining the Trust Unitholders who are entitled to vote or act at any meeting or any adjournment thereof, the Administrator may fix a date not more than 60 days and not less than 21 days prior to the date of any meeting of Trust Unitholders as a record date for the determination of Trust Unitholders entitled to vote at such meeting or any adjournment thereof, and any Trust Unitholder who was a Trust Unitholder at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof even though the Trust Unitholder has since that time disposed of his or her Units, and no Trust Unitholder becoming such after that time shall be so entitled to vote at such meeting or any adjournment thereof. In the event that the Administrator does not fix a record date for any meeting of Trust Unitholders, the record date for such meeting shall be the Business Day immediately preceding the date upon which notice of the meeting is given as provided under Section 12.2.

12.9 Binding Effect of Resolutions

Every Ordinary Resolution and every Extraordinary Resolution passed in accordance with the provisions of this Declaration of Trust at a meeting of Trust Unitholders shall be binding upon all the Trust Unitholders, whether present at or absent from such meeting, and each Trust Unitholder shall be bound to give effect accordingly to every such Ordinary Resolution and Extraordinary Resolution.

12.10 Solicitation of Proxies

A Trust Unitholder shall have the right to appoint a proxy to attend and act for the Trust Unitholder at any meeting of Trust Unitholders. The Administrator shall solicit proxies from Trust Unitholders in connection with all meetings of Trust Unitholders.

12.11 Resolutions in Writing

Notwithstanding any other provision of this Declaration of Trust, a resolution in writing executed by Trust Unitholders holding more than 50% or 66⅔% of the votes, as the case may be, attached to outstanding Units at any time shall be as valid and binding as an Ordinary Resolution or an Extraordinary Resolution, respectively, for all purposes of this Declaration of Trust as if such Trust Unitholders had exercised at that time all of the voting rights to which they were then entitled under Section 12.5 or Section 12.6 in favour of such resolution at a meeting of Trust Unitholders duly called for the purpose.

12.12 No Breach

Notwithstanding any provision of this Declaration of Trust, Trust Unitholders shall have no power to effect any amendment hereto which would require the Trustee to take any action or conduct the affairs of the Trust in a manner which would constitute a breach or default by the Trust or the Trustees under any agreement binding on or of any obligation of the Trust or the Trustees.

13. CERTIFICATES, REGISTRATION AND TRANSFER OF UNITS

13.1 Nature of Units

The provisions of this Article 13 shall not in any way alter the nature of Units or the relationships of a Trust Unitholder to the Trustee and of one Trust Unitholder to another but are intended only to facilitate the issuance of certificates evidencing the ownership of Units if desirable to issue them to Trust Unitholders and the recording of all transactions in respect of Units and Unit Certificates whether by the Trust, securities dealers, stock exchanges, transfer agents, registrars or other persons. The Trust Units shall be evidenced by certificates in the form of a Trust Unit Certificate.

13.2 Trust Unit Certificates

- (a) Trust Unit Certificates shall, subject to the provisions hereof, be in such form as is authorized from time to time by the Trustees;
- (b) Trust Unit Certificates are issuable only in fully registered form;
- (c) the definitive form of the Trust Unit Certificates shall:
 - (i) be in the English language;
 - (ii) be dated as of the date of issue thereof; and

- (iii) contain such distinguishing letters and numbers as the Trustee shall prescribe;
- (d) in the event that any Trust Unit Certificate is translated into the French language and any provision of any Trust Unit Certificate in the French language shall be susceptible of an interpretation different from the equivalent provision in the English language, the interpretation of such provision in the English language shall be determinative; and
- (e) each Trust Unit Certificate shall be signed by the Administrator on behalf of the Trust and the Transfer Agent. The signatures required to appear on such certificate may be printed, lithographed or otherwise mechanically reproduced thereon and, in such event, certificates so signed are as valid as if they had been signed manually. If a Trust Unit Certificate contains a printed or mechanically produced signature of any person, then the Trust may issue the Trust Unit Certificate even though the person has ceased to be an Administrator and such Trust Unit Certificate is as valid as if the person continued to be an Administrator at the date of its issue.

13.3 Contents of Trust Unit Certificates

- (a) Until otherwise determined by the Trustees, each Trust Unit Certificate shall legibly set forth on the face thereof, *inter alia*, the following:
 - (i) the name of the Trust and the words "A trust created under the laws of Alberta by a Declaration of Trust made effective as of the 17th day of March, 2014" or words of like effect;
 - (ii) the name of the person to whom the Trust Unit Certificate is issued as Trust Unitholder;
 - (iii) the number and class of Units represented thereby and whether or not the Units represented thereby are fully paid;
 - (iv) "unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) *[insert the distribution date]*, and (ii) the date the issuer became a reporting issuer in any province or territory"; and
 - (v) "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 Trust Unitholder on demand and without fee from the office of the Administrator" or words of like effect; and
- (b) until otherwise determined by the Trustees, each such certificate shall legibly set forth on the face or the reverse side thereof, *inter alia*, the following:
 - (i) "The Declaration of Trust provides that no Trust Unitholder shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the assets of the Trust or the

obligations or the affairs of the Trust and all such persons shall look solely to the assets of the Trust for satisfaction of claims of any nature arising out of or in connection therewith and the assets of the Trust only shall be subject to levy or execution", or words of like effect; and

- (ii) appropriate forms of notice of exercise of the right of redemption and of powers of attorney for transferring Units.

The Trust Unit Certificates may be engraved, printed or lithographed, or partly in one form and partly in another, as the Trustee may determine.

13.4 Register of Trust Unitholders

A register shall be kept at the principal stock transfer offices in Calgary, Alberta of the Transfer Agent, which register, if maintained, shall contain the names and addresses of the Trust Unitholders, the respective numbers of Units held by them, the certificate numbers of certificates representing such Units and a record of all transfers and redemptions thereof. Branch transfer registers shall be maintained at such other offices of the Transfer Agent as the Trustees may from time to time designate. Only Trust Unitholders whose certificates are so recorded shall be entitled to receive distributions or to exercise or enjoy the rights of Trust Unitholders hereunder. The Trustees shall have the right to treat the person registered as a Trust Unitholder on the register of the Trust as the owner of such Units for all purposes, including, without limitation, payment of any distribution, giving notice to Trust Unitholders and determining the right to attend and vote at meetings of Trust Unitholders.

13.5 Limitation of Non-Resident Ownership

It is in the best interest of Trust Unitholders that the Trust always qualifies as a "mutual fund trust" under the Tax Act and in order to ensure the maintenance of such status:

- (a) if determined necessary or desirable by the Trustees or the Administrator, in their sole discretion, the Trust may from time to time, among other things, take all necessary steps to monitor the activities of the Trust and ownership of the Trust Units. If at any time the Trustees or the Administrator become aware that the activities of the Trust and/or ownership of the Trust Units by Non-Residents may threaten the status of the Trust under the Tax Act as a "mutual fund trust", the Trust, by or through the Administrator on the Trust's behalf, is authorized to take such action as may be necessary in the opinion of the Administrator to maintain the status of the Trust as a "mutual fund trust" including, without limitation, the imposition of restrictions on the issuance by the Trust of Trust Units or the transfer by any Trust Unitholder of Trust Units to a Non-Resident and/or require the sale of Trust Units by Non-Residents on a basis determined by the Administrator and/or suspend distribution and/or other rights in respect of Trust Units held by Non-Residents transferred contrary to the foregoing provisions or not sold in accordance with the requirements thereof;
- (b) in addition to the foregoing provisions, the Transfer Agent may, if determined appropriate by the Administrator, establish operating procedures for, and maintain, a reservation system which may limit the number of Trust Units that Non-Residents may hold, limit the transfer of the legal or beneficial interest in any Trust Units to Non-Residents unless selected through a process determined appropriate by the Administrator, which may either be a random selection process or a selection process based on the first to register, or such other basis as determined by the Administrator. The operating procedures relating to such reservation system shall be determined by the Administrator. Such operating

procedures may, among other things, provide that any transfer of a legal or beneficial interest in any Trust Units contrary to the provisions of such reservation system may not be recognized by the Trust;

- (c) unless and until the Administrator shall have been required to do so under the terms hereof, the Administrator shall not be bound to do or take any proceeding or action with respect to this Section 13.5 by virtue of the powers conferred on it hereby. The Administrator shall not be required to actively monitor the foreign holdings of the Trust. The Administrator shall not be liable for any violation of the non-resident ownership restriction, which may occur during the term of the Trust; and
- (d) the Administrator shall have the sole right and authority to make any determination required or contemplated under this Section 13.5. The Administrator shall make all determinations necessary for the administration of the provisions of this Section 13.5 and, without limiting the generality of the foregoing, if the Administrator considers that there are reasonable grounds for believing that a contravention of the non-resident ownership restriction has occurred or will occur, the Administrator shall make a determination with respect to the matter. Any such determination shall be conclusive, final and binding except to the extent modified by any subsequent determination by the Administrator.

13.6 Transfer of Units

- (a) The right to transfer Trust Units hereunder is restricted such that no Trust Unitholder shall be entitled to transfer Trust Units to any person unless the transfer has been approved by the Administrator and the Administrator shall have the power to restrict the transfer of the Trust Units on the books of the Trust without liability to Trust Unitholders or others who are thereby restricted from making a transfer;
- (b) Units shall be transferable on the register or one of the branch transfer registers only by the Trust Unitholders of record thereof or their executors, administrators or other legal representatives or by their agents or attorneys duly authorized in writing, and only upon delivery to the Trust or to the Transfer Agent of the certificate therefor, properly endorsed or accompanied by a duly executed instrument of transfer or power of attorney and accompanied by all necessary transfer or other taxes imposed by law, together with such evidence of the genuineness of such endorsement, execution and authorization and other matters that may reasonably be required by the Transfer Agent, and no transfer of Units shall be effective or shall be in any way binding upon the Trust until the transfer has been recorded on the register or one of the branch transfer registers maintained by the Transfer Agent. Upon such delivery the transfer shall be recorded on the register or branch transfer registers and a new certificate for the Units shall be issued to the transferee and a new certificate for the balance of Units not transferred shall be issued to the transferor;
- (c) any person becoming entitled to any Units as a consequence of the death, bankruptcy or mental incompetence of any Trust Unitholder, or otherwise by operation of law, shall be recorded as the holder of such Units (and shall receive a new certificate therefor upon submission of the existing certificate for cancellation) only upon production of satisfactory evidence, but until such record is made the Trust Unitholder of record shall continue to be and be deemed to be

the holder of such Trust Units for all purposes whether or not notice of such death or other event has been given; and

- (d) Trust Unit Certificates representing any number or class of Units may be exchanged without charge for Trust Unit Certificates representing an equivalent number and class of Units in the aggregate. Any exchange of Trust Unit Certificates may be made at the offices of the Trust or the Transfer Agent where registers are maintained for Trust Unit Certificates pursuant to the provisions of this Article 13. Any Trust Unit Certificates tendered for exchange shall be surrendered to the Trustees or appropriate Transfer Agent and then shall be cancelled.

13.7 Units Held Jointly or in a Fiduciary Capacity

Except as herein provided, the Trustees may treat two or more persons holding any Units as joint owners of the entire interest therein unless their ownership is expressly otherwise recorded on the register of the Trust, but no entry shall be made in the register or on any certificate that any person is in any other manner entitled to any future, limited or contingent interest in any Units; provided, however, that any person recorded as a Trust Unitholder may, subject to the provisions hereinafter contained, be described in the register or on any certificate as a fiduciary of any kind and any customary words may be added to the description of the holder to identify the nature of such fiduciary relationship.

13.8 Performance of Trust

The Trustees and the Transfer Agent shall not be bound to be responsible for or otherwise inquire into or ensure the performance of any trust, express, implied or constructive, or of any pledge or equity to which any of the Units or any interest therein are or may be subject, or to ascertain or enquire whether any transfer of any such Units or interests therein by any such Trust Unitholder or by his or her personal representatives is authorized by such trust, pledge, or equity, or to recognize any person as having any interest therein except for the person recorded as Trust Unitholder.

13.9 Lost Certificates

In the event that any Trust Unit Certificate is lost, stolen, destroyed or mutilated, the Trustees may authorize the issuance of a new certificate for the same number of Units in lieu thereof. The Trustees may in their sole discretion, before the issuance of such new certificate, require the owner of the lost, stolen, destroyed or mutilated certificate, or the legal representative of the owner, to make an affidavit or statutory declaration setting forth such facts as to the loss, theft, destruction or mutilation as the Trustees may deem necessary, to surrender any mutilated certificate and shall require the applicant to supply to the Trust a "lost certificate bond" or a similar bond in such reasonable sum as the Trustees or the Transfer Agent may direct indemnifying the Trust and the Trustees for so doing.

13.10 Death of a Trust Unitholder

The death of a Trust Unitholder during the continuance of the Trust shall not terminate the Trust or any of the mutual or respective rights and obligations created by or arising under this Declaration of Trust nor give such Trust Unitholder's personal representatives a right to an accounting or take any action in court or otherwise against other Trust Unitholders, the Trustees, the Administrator or the Trust Fund, but shall merely entitle the personal representatives of the deceased Trust Unitholder to demand and receive, pursuant to the provisions hereof, a new certificate for Units in place of the certificate held by the deceased Trust Unitholder, if any, and upon the acceptance thereof such personal representatives shall succeed to all rights of the deceased Trust Unitholder under this Declaration of Trust.

13.11 Unclaimed Distribution

In the event that the Trustees shall hold any distributable amount which is unclaimed or which cannot be paid for any reason, the Trustees shall be under no obligation to invest or reinvest the same but shall only be obliged to hold the same in a non-interest bearing account pending payment to the person or persons entitled thereto. The Trustees shall, as and when required by law, and may at any time prior to such required time, pay all or part of such distributable amount so held to the appropriate government official or agency whose receipt shall be a good discharge and release of the Trustees.

13.12 Power of Attorney

Each Trust Unitholder hereby grants to the Trustees, the Administrator and their respective successors and assigns, a power of attorney constituting the Trustees or the Administrator, as the case may be, with full power of substitution, as such Trust Unitholder's true and lawful attorney to act on the Trust Unitholder's behalf, with full power and authority in the Trust Unitholder's name, place and stead, and to execute, under seal or otherwise, swear to, acknowledge, deliver, make or file or record when, as and where required:

- (a) this Declaration of Trust, any amendment, supplement or restatement of this Declaration of Trust and any other instrument required or desirable to qualify, continue and keep in good standing the Trust as a "mutual fund trust";
- (b) any instrument, deed, agreement or document in connection with carrying on the affairs of the Trust as authorized in this Declaration of Trust including all conveyances, transfers and other documents required in connection with any disposition of Trust Units required under Section 13.5 or Section 13.6;
- (c) all conveyances, transfers and other documents required in connection with the dissolution, liquidation or termination of the Trust in accordance with the terms of this Declaration of Trust;
- (d) any and all elections, determinations or designations whether jointly with third parties or otherwise, under the Tax Act or any other taxation or other legislation or similar laws of Canada or of any other jurisdiction in respect of the affairs of the Trust or of a Trust Unitholder's interest in the Trust;
- (e) any amendment to this Declaration of Trust which is authorized from time to time as contemplated by Section 11.1.

The Power of Attorney granted herein is, to the extent permitted by applicable law, irrevocable and will survive the assignment by the Trust Unitholder of all or part of the Trust Unitholder's interest in the Trust and will extend to and bind the heirs, executors, administrators and other legal representatives and successors and assigns of the Trust Unitholder.

14. TERMINATION

14.1 Term of Trust

Subject to the other provisions of this Declaration of Trust, the Trust shall continue for a term ending on the earlier of December 31, 2024 and the date which is one day prior to the date, if any, the Trust would otherwise be void by virtue of any applicable rule against perpetuities then in force in Alberta. For the purpose of terminating the Trust by such date, the Trustees shall commence to wind-up the affairs of the Trust on such date as may be determined by the Trustees, being not more than two years prior to the end of the term of the Trust.

14.2 Termination with the Approval of Trust Unitholders

The Trust Unitholders may vote by Extraordinary Resolution to terminate the Trust at any meeting of Trust Unitholders duly called for such purpose, following which the Trustees shall commence to wind-up the affairs of the Trust (and shall thereafter be restricted to only such activities). Such Extraordinary Resolution may contain such directions to the Trustees as the Trust Unitholders determine.

14.3 Procedure Upon Termination

Upon being required to commence wind-up the affairs of the Trust, the Trustees shall as soon as reasonably practicable give notice thereof to the Trust Unitholders, which notice shall designate the time or times at which Trust Unitholders may surrender their Units for cancellation and the date at which the registers of Units of the Trust shall be closed.

14.4 Powers of the Trustee Upon Termination

After the date on which the Trustees are required to commence to wind-up the affairs of the Trust, the Trustees shall undertake no activities except for the purpose of winding-up the affairs of the Trust as hereinafter provided and, for this purpose, the Trustees shall continue to be vested with and may exercise all or any of the powers conferred upon the Trustees under this Declaration of Trust.

14.5 Sale of Investments

After the date referred to in Section 14.3, the Trustees shall proceed to wind-up the affairs of the Trust as soon as may be reasonably practicable and for such purpose shall, subject to any direction to the contrary in respect of a termination authorized under Section 14.2, sell and convert into money the assets comprising the Trust, including without limitation the Trust Fund, in one transaction or in a series of transactions at public or private sales and do all other acts appropriate to liquidate the Trust, and shall in all respects act in accordance with the directions, if any, of the Trust Unitholders (in respect of a termination authorized under Section 14.2). If the Trustees are unable to sell all of the assets which comprise part of the Trust Fund by the date set for termination, the Trustees may, subject to obtaining all necessary regulatory approvals, distribute the remaining shares or other assets directly to the holders of Trust Units in accordance with their pro-rata interests. The Trustees shall have no liability for any amounts received provided that they shall have acted in good faith.

14.6 Distribution of Proceeds or Assets

After paying, retiring or discharging or making provision for the payment, retirement or discharge of all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, the Trustees shall, subject to obtaining all necessary regulatory approvals, distribute the remaining part of the proceeds of the sale of the assets together with any cash forming part of the Trust assets among the holders of Trust Units in accordance with their pro-rata interests.

14.7 Further Notice to Trust Unitholders

In the event that less than all of the Trust Unitholders have surrendered their Units for cancellation within six months after the time specified in the notice referred to in Section 14.3, the Trustee shall give further notice to the remaining Trust Unitholders to surrender their Units for cancellation and if, within one year after the further notice, all the Units shall not have been surrendered for cancellation, such remaining Units shall be deemed to be cancelled without prejudice to the rights of the holders of Trust Units comprising such Units to receive their pro-rata share of the remaining Trust Fund, without interest, and the Trustees may either take appropriate steps, or appoint an agent to take

appropriate steps, to contact such Trust Unitholders (deducting all expenses thereby incurred from the amounts to which such Trust Unitholders are entitled as aforesaid) or, in the discretion of the Trustees, may pay such amounts into court.

14.8 Responsibility of the Trustees after Sale and Conversion

The Trustee shall be under no obligation to invest the proceeds of any sale of investments or other assets or cash forming part of the Trust assets after the date referred to in Section 14.3 and, after such sale, the sole obligation of the Trustees under this Declaration of Trust shall be to hold such proceeds or assets in trust for distribution under Section 14.6.

15. SUPPLEMENTAL INDENTURES

15.1 Provision for Supplemental Indentures for Certain Purposes

The Trustees may, without approval of the Trust Unitholders and subject to the provisions hereof, and it shall, when so directed in accordance with the provisions hereof, execute and deliver indentures or instruments supplemental hereto which thereafter shall form part hereof, for any one or more or all of the following purposes:

- (a) modifying or amending any provisions of this Declaration of Trust in the circumstances set forth in Section 11.1 where the Trustees may do so without the consent, approval or ratification of the Trust Unitholders or any other person; and
- (b) modifying or amending any provisions of this Declaration of Trust where the modification or amendment has been approved by Extraordinary Resolution or, if required, with the consent of the holders of all of the Units,

provided that the Trustees may in their sole discretion decline to enter into any such supplemental indenture which in its opinion may not afford adequate protection to the Trustees when the same shall become operative.

16. GENERAL

16.1 Notices to Trust Unitholders and the Trust

- (a) Any notice, communication or other document required to be given or sent to Trust Unitholders under this Declaration of Trust shall be given or sent through ordinary post addressed to each registered holder at his or her last address appearing on the register or in any other manner from time to time permitted by applicable law (including Canadian securities legislation), including without limitation, Internet-based or other electronic communication; provided that if there is a general discontinuance of postal service due to strike, lockout or otherwise, such notice may be given by personal service or by internet-based or other electronic communications (provided it is done in accordance with applicable law) or by publication twice in the Report on Business section of the National Edition of *The Globe and Mail* or similar section of any other newspaper having national circulation in Canada; provided further that if there is no newspaper having national circulation, then by publishing twice in the business section of a newspaper in each city where the register or a branch register is maintained. Any notice so given shall be deemed to have been given and delivered

- (i) on the fifth day following that on which the letter or circular was mailed or,
 - (ii) in the case of notice being given by publication, after publishing such notice twice in the designated newspaper or newspapers, or
 - (iii) in the case of notice given by Internet-based or other electronic communication, on the later of
 - (A) the Business Day following the day on which such notice is sent or made available, and
 - (B) the earliest time and date as is permissible under applicable law governing the Internet-based or other electronic communication. In proving notice was mailed, it shall be sufficient to prove that such letter or circular was properly addressed, stamped and mailed; and
- (b) any written notice or written communication given to the Trust shall be addressed to the Trustee with a copy to the head office of the Trust, and shall be deemed to have been given on the date of delivery or, if mailed, five days from the date of mailing. If any such notice or communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice or communication shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted any notice or other communication shall be given by personal delivery or by email, facsimile or other means of prepaid, transmitted or recorded communication.

16.2 Failure to Give Notice

The failure by the Trustees or Administrator, by accident or omission or otherwise unintentionally, to give any Trust Unitholder any notice provided for herein shall not affect the validity, effect or taking effect of any action referred to in such notice, and the Trustees and Administrator shall not be liable to any Trust Unitholder for any such failure.

16.3 Joint Holders

Service of a notice or document on any one of several joint holders of Units shall be deemed effective service on the other joint holders.

16.4 Service of Notice

Any notice or document sent by post to or left at the address of a Trust Unitholder pursuant to this Article shall, notwithstanding the death or bankruptcy of such Trust Unitholder, and whether or not the Trustees have notice of such death or bankruptcy, be deemed to have been fully served and such service shall be deemed sufficient service on all persons having an interest in the Units concerned.

16.5 Information Available to Trust Unitholders

Each Trust Unitholder shall have the right to obtain, on demand and without fee, from the head office of the Administrator a copy of this Declaration of Trust and any amendments thereto relating to Units held by that Trust Unitholder.

16.6 Fiscal Year and Taxation Year

Each fiscal year and taxation year of the Trust shall end on December 31 of such year.

16.7 Financial Disclosure

- (a) The Administrator will send (or make available if sending is not required under applicable securities laws) to Trust Unitholders at least 21 days prior to the date of each general meeting of Trust Unitholders, or if no general meeting is to be held in that year within six months of the fiscal year end, the annual financial statements of the Trust, together with comparative financial statements for the preceding fiscal year, if any, and the report of the Auditors thereon referred to in Section 17; and
- (b) such financial statements shall be prepared in accordance with GAAP or International Financial Reporting Standards as may be required; provided that such statements and the obligations to deliver such statements may vary from such principles to the extent required to comply with applicable securities laws or securities regulatory requirements or to the extent permitted by applicable securities regulatory authorities.

16.8 Trust Unitholder Meeting Information

Prior to each meeting of Trust Unitholders, the Administrator will provide to each Trust Unitholder, together with the notice of the meeting:

- (a) a form of proxy which can be used by a Trust Unitholder to appoint a proxy, who need not be a Trust Unitholder, to attend and act at the meeting on behalf of the Trust Unitholder, in the manner and to the extent authorized by the proxy; and
- (b) all information required by either applicable securities laws or by this Declaration of Trust.

16.9 Taxation Information

On or before the 90th day subsequent to December 31 in each calendar year, the Administrator will provide to Trust Unitholders who received distributions from the Trust in the prior calendar year, such information regarding the Trust required by Canadian law to be submitted to Trust Unitholders for income tax purposes to enable Trust Unitholders to complete their Canadian income tax returns in respect of the prior calendar year.

16.10 Trust Unitholder List

- (a) Any person, on payment of a reasonable fee and on sending to the Trust or its agent the statutory declaration referred to in Subsection 16.10(e) may on application require the Trust to furnish within 10 days from the receipt of the statutory declaration a list, referred to in this section as the "basic list", made up to a date not more than 10 days before the date of receipt of the statutory declaration setting out:
 - (i) the names of the Trust Unitholders;
 - (ii) the number of Units owned by each Trust Unitholder; and

- (iii) the address of each Trust Unitholder,
as shown on the records of the Trust;
- (b) a person requiring the Trust to supply a basic list may, if the person states in the statutory declaration referred to in Subsection 16.10(a) that the person requires supplemental lists, require the Trust or its agent on payment of a reasonable fee to furnish supplemental lists setting out any changes from the basic list in the information provided in it for each Business Day following the date the basic list is made up to;
- (c) the Trust shall furnish a supplemental list required under Subsection 16.10(b):
 - (i) on the date the basic list is furnished, if the information relates to changes that took place prior to that date; and
 - (ii) on the Business Day following the day to which the supplemental list relates, if the information relates to changes that take place on or after the date the basic list is furnished;
- (d) a person requiring the Trust to supply a basic list or supplemental list may also require the Trust to include in that list the name and address of any known holder of an option or right to acquire Units of the Trust;
- (e) the statutory declaration required under Subsection 16.10(a) shall state:
 - (i) the name and address of the applicant;
 - (ii) the name and address for service of the body corporate if the applicant is a body corporate; and
 - (iii) that the basic list and any supplemental lists obtained pursuant to Subsection 16.10(b) will not be used except as permitted under Subsection 16.10(g);
- (f) if the applicant is a body corporate, the statutory declaration shall be made by a director or officer of the body corporate; and
- (g) a list of Trust Unitholders obtained under this Section 16.6 must not be used by any person except in connection with:
 - (i) an effort to influence the voting of Trust Unitholders;
 - (ii) an offer to acquire Units of the Trust; or
 - (iii) any other matter relating to the affairs of the Trust.

17. AUDITORS

17.1 Qualification of Auditors

The Auditors shall be an independent recognized firm of chartered accountants, which have an office in Canada.

17.2 Appointment of Auditors

The initial Auditors of the trust shall be Grant Thornton LLP to hold office until the first meeting of Trust Unitholders unless the Auditors are removed prior to that meeting by the Administrator in accordance with Section 17.3 below. The Auditors will be selected by Ordinary Resolution at each succeeding general meeting of Trust Unitholders. The Auditors will receive such remuneration as may be approved by the Administrator from time to time.

17.3 Change of Auditors

The Auditors may at any time voluntarily resign or be removed by the Administrator in its sole discretion and a new auditor may be appointed by the Administrator.

17.4 Report of Auditors

The Auditors shall audit the accounts of the Trust at least once in each calendar year and a report of the Auditors with respect to the annual financial statements of the Trust shall be provided to each Trust Unitholder with the annual financial statements referred to in Section 16.7.

18. MISCELLANEOUS

18.1 Successors and Assigns

The provisions of this Declaration of Trust shall enure to the benefit of, and be binding upon, the parties and their successors and assigns.

18.2 Counterparts

This Declaration of Trust may be simultaneously executed in several counterparts, including by facsimile transmission, each of which so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterparts.

18.3 Severability

If any provision of this Declaration of Trust shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Declaration of Trust in any jurisdiction.

18.4 Notice to Trustees

Any written notice of written communication given to the Trustees shall be addressed to the attention of such Trustee at the principal office of the Trust in Calgary, Alberta and shall be deemed to have been duly given only on the earlier of the day:

- (a) when the same is personally delivered to Suite 900, 744 – 4 Avenue SW, Calgary, AB T2P 3T4, Attention: Trustees;
- (b) in the case of email to the Trustees at fossilcreektrust@a2acanada.ca, three (3) hours after dispatch (confirmed by email delivery notice) by means of an email addressed as aforesaid; or

- (c) in the case of mailing, five (5) days after deposit in the Canadian mails, unregistered with postage prepaid, addressed to the office (referred to above) of the party to whom notice is to be given,

provided such day is a Business Day, or in the event such day is not a Business Day, then on the next Business Day.

18.5 Notice to Administrator

Any written notice of written communication given to the Administrator shall be addressed to the attention of the Administrator at the principal office of the Administrator in Manitoba, and shall be deemed to have been duly given only on the earlier of the day:

- (a) when the same is personally delivered to 250 Ferrand Drive, Suite 888, Toronto, ON M3C 3G8;
- (b) in the case of email to the Administrator at fossilcreektrust@a2acanada.ca three (3) hours after dispatch (confirmed by email delivery notice) by means of an email addressed as aforesaid; or
- (c) in the case of mailing, five (5) days after deposit in the Canadian mails, unregistered with postage prepaid, addressed to the office (referred to above) of the party to whom notice is to be given,

provided such day is a Business Day, or in the event such day is not a Business Day, then on the next Business Day.

18.6 Third Party Interests

Each party to this Agreement hereby represents to the Trustees that any account to be opened by, or interest to be held by, the Trustees in connection with this Agreement, for or to the credit of such party, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case the party for whom the account is to be opened hereto agrees to complete and execute forthwith a declaration in the Trustees' prescribed form as to the particulars of such third party.

18.7 SEC Reporting Issuer Status

The Trust confirms that as at the date of execution of this Agreement it does not have a class of securities registered pursuant to Section 12 of the Securities and Exchange Act of 1934, as amended (the "Act") or have a reporting obligation pursuant to Section 15(d) of the Act.

The Trust covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the Act or the Trust shall incur a reporting obligation pursuant to Section 15(d) of the Act, or (ii) any such registration or reporting obligation shall be terminated by the Trust in accordance with the Act, the Trust shall promptly deliver to the Trustees an Officers' Certificate (in a form provided by the Trustees) notifying the Trustees of such registration or termination and such other information as the Trustees may require at that time. The Trust acknowledges that the Trustees are relying upon the foregoing representation and covenants in order to meet certain U.S. Securities and Exchange Commission ("SEC") obligations with respect to those clients who are filing with the SEC.

IN WITNESS WHEREOF each of the parties has caused these presents to be executed
as of the 17th day of March, 2014.

Witness

GLENN PICKARD, as Settlor

FOSSIL CREEK A2A TRUST
by its Trustees

DIRK FOO

RICK UNRAU

GRAYSON AMBROSE

A2A CAPITAL MANAGEMENT INC.

Per:

Per:

IN WITNESS WHEREOF each of the parties has caused these presents to be executed
as of the 17th day of March, 2014.

Witness



GLENN PICKARD, as Settlor

FOSSIL CREEK A2A TRUST
by its Trustees



DIRK FOO



RICK UNRAU



GRAYSON AMBROSE

A2A CAPITAL MANAGEMENT INC.

Per: _____

Per: _____

RESOLUTIONS OF THE TRUSTEES OF THE
FOSSIL CREEK A2A TRUST
(the "Trust")
EFFECTIVE THE 17TH DAY OF MARCH, 2014.

WHEREAS:

- A. All capitalized terms below shall have the same definitions as provided for in the Declaration of Trust dated March 17, 2014.
- B. The Trustees have received the Initial Contribution from the Initial Unitholder to settle the Trust.

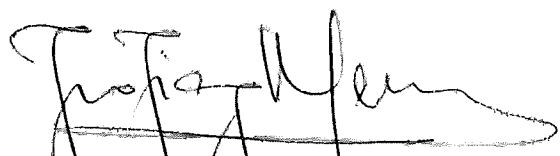
The Trustees **HEREBY RESOLVE THAT:**

1. The Trust issue the Initial Trust Unit in the Trust to the Initial Unitholder as follows:


Name of Unitholder	Initial Contribution	Unit(s)	Certificate #
Glenn Pickard	\$100.00	1	001

2. Any one Trustee of the Trust be and is hereby authorized and directed for and on behalf of the Trust to execute and deliver all such documents and do all such other acts or things as they may determine to be necessary or advisable to give effect to this resolution, the execution of any documents or doing of such acts or other things being conclusive evidence of such determination.
3. This resolution may be signed in counter parts and facsimile signatures of the parties hereto shall be binding and valid as original signatures.

THIS RESOLUTION IS SIGNED BY THE ALL OF THE TRUSTEES ENTITLED TO VOTE THEREON.



DIRK FOO



RICK UNRAU



GRAYSON AMBROSE

THIS IS EXHIBIT “E”

referred to in the Affidavit of Allan Lind
sworn on December 13, 2024



Commissioner for Taking Affidavits (or as may be)

AMENDED AND RESTATED AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (the "**Agreement**") is made as at the 20th day of March, 2014.

BETWEEN:

HILLS OF WINDRIDGE A2A DEVELOPMENTS, LLC, a Texas limited liability company with its principal place of business located at 48 Silicon Drive, Suite 100, South Lake, Texas 76092, USA (the "**Seller**")

- and -

HILLS OF WINDRIDGE A2A LP an Ontario Limited Partnership with a place of business located at 250 Ferrand Drive, Suite 888, Toronto, Canada M3C 3G8 (the "**Purchaser**")

RECITALS

WHEREAS, the Seller owns the real property described in Exhibit "A" attached to this Agreement (the "**Property**");

AND WHEREAS, the Seller has divided the ownership of the Property into 4,412 undivided fractional interests (the "**Total Fractional Interests**") and intends to sell the Total Fractional Interests save and except for up to five percent (5%) thereof which may be retained by the Seller;

AND WHEREAS, the Seller has granted to the Purchaser an option to purchase up to 1000 undivided fractional ownership interest(s) out of the Total Fractional Interests in the Property (the "**UFI Purchase Option**");

AND WHEREAS each undivided fractional ownership interest in the Property is equal to 1/4,412 of the Total Fractional Interests (individually the "**UFI**");

AND WHEREAS the Purchaser may elect by notice in writing to the Seller (the "**Property Purchase Notice**") to purchase all or part of the UFIs in the UFI Purchase Option at such time or times as the Purchaser may designate in the Property Purchase Notice; provided that the Purchaser may at any time by notice in writing to the Seller ("**Purchase Termination Notice**") terminate this Agreement with respect to all of or any part of the UFI Purchase Option it has not then Closed and provided further that the Agreement shall automatically terminate on the fifth (5th) anniversary of the date of this Agreement with respect to any UFI's forming part of the UFI Purchase Option not having then been purchased and Closed by the Purchaser;

AND WHEREAS subject to the Purchaser's right to terminate as provided for in the fifth (5th) Recital hereof, the Purchaser has agreed to purchase the Purchased Property from the Seller and the Seller has agreed to sell to the Purchaser the Purchased Property on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of and reliance on the mutual promises, representations, warranties, conditions and covenants of the parties set forth in this Agreement, and for other

good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

“Agreement” means this Agreement of Purchase and Sale, all Closing Documents, schedules and exhibits and every executed written document which specifically amends modifies or supplements this Agreement.

“Ancillary Documents” means those documents, instruments, and/or agreements described in Exhibit “B” attached to this Agreement, including without limitation, (1) Deed of Covenant; (2) Special Warranty Deed (Purchase); ; (3) Special Warranty Deed (Sale); and (4) Revocable Trust Agreement (Sales Trust).

“Article”, “Section” and “Subsection” mean and refer to the specified article, section and subsection of this Agreement.

“Business Day” means the day of the week, other than a Saturday, Sunday, Statutory Holiday, National Holiday, or any other day when the County Clerk’s office of the County in which the Property is located is closed or any other day on which the Canadian Banks are closed.

“Closing”, “Closed” means the consummation, of the transaction of the purchase and sale of a UFI forming part of the Purchased Property, pursuant to the terms of this Agreement, including without limitation, the payment of the applicable Purchase Price, payment to the Facilitator of the applicable Development Fund Contribution and the delivery of the applicable Closing Documents, on such date as agreed to by the Parties at the location designated by the Seller.

“Closing Date” means the date or dates stipulated by the Purchaser in the Purchase Property Notice for the Closing of one or more UFI’s forming part of the Purchased Property or such other date or dates as may be agreed to by the Parties in writing. If the County Clerk’s office of the County in which the Property is located is closed on said date, then the Closing Date shall be on the next day that the County Clerk’s Office for such County is open for filing.

“Closing Documents” means collectively the agreements, instruments, and other documents to be delivered by the Seller to the Purchaser pursuant to Section 5.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Seller pursuant to Section 5.2.

“Deed Of Covenant” means the agreement entitled Deed of Covenant made between the Seller and the Purchaser and effective on the 20th day of March, 2014.

“Development Fund” means the funds advanced to the Facilitator concurrently with the purchase of a UFI including, without limitation, the Development Fund Contribution to be maintained in an account or accounts to be opened by the Facilitator under Article 3.1(a) of the Deed of Covenant and to be used for the purposes described in Article 3.1 of the Deed of Covenant including, without limitation, for costs and expenses associated with the Planning, Development and Servicing Activities;

“Development Fund Contribution” has the meaning ascribed thereto in Section 2.2 of this Agreement;

“Facilitator” means any person or entity, corporate or un-incorporated, who is appointed from time to time under Article 2 of the Deed Of Covenant by the Co-owners to be the Facilitator and to carry out the Planning, Development and Servicing Activities on behalf of and for the benefit of the Purchaser and the other Co-Owners of the Property.

“FIRPTA” shall refer to the Foreign Investment in Real Property Tax Act of 1980.

“Form W-7” has the meaning provided in Section 9.1.

“IRC” has the meaning provided in Section 9.2.

“National Holiday” means a holiday designated by the U.S. federal government.

“Notice” has the meaning provided in Section 10.2.

“Person” means either a natural person, a partnership of any type, a corporation, a joint venture, a syndicate, a chartered bank, a trust, a trust company, a government or an agency thereof, a trustee or an executor, an administrator or other legal representative.

“Planning, Development and Servicing Activities” means obtaining the reports, plans, studies, audits, assessments, investigations, and other items necessary for the proper design, construction, development and regulatory compliance of the Property; facilitating and participating in legal proceedings, procedures, filings, submissions, applications and other actions necessary for the acquisition, rezoning, construction, development, maintenance, regulatory compliance and other land use matters related to the Property; contracting, subcontracting, supervising, constructing and maintaining infrastructure and improvements on the Property; marketing and selling the Property; and any and all other actions necessary to be taken or made in respect to or in furtherance of the acquisition, planning, development, construction, maintenance and sale of the Property;

“Property” has the meaning provided in the first (1st) recital of this Agreement.

“Purchase Price” has the meaning provided in Section 2.3.

"Purchased Property" has the meaning provided in the third (3rd) recital of this Agreement.

"Purchaser's Lawyer" means Friedman & Associates 150 Ferrand Drive, suite 802, Toronto, Ontario, Canada or such other firm of lawyers as the Purchaser may designate by written notice to the Seller.

"Securities Act" means The United States Securities Act of 1933, as amended.

"Seller's Lawyer" means Tasker & Peterson PLLC, 4325 Windsor Centre Trail, Suite 600, Flower Mound, Texas 75028, USA; Attention: Jeffrey C. Tasker, or such other firm of lawyers licensed to practice law in the State of Texas as the Seller may designate by written notice to the Purchaser.

"Statutory Holiday" means a day which is a statutory holiday in (i) Canada or in the Province of Ontario and (ii) the United States or the State of Texas.

"Title Policy" has the meaning provided in Section 8.2 (a).

"Transfer" has the meaning provided in Section 7.1.

"U.S. Person" has the meaning provided in Section 6.2 (a).

"Warranties" means all warranties and guarantees obtained by the Seller or benefitting the Property or any part thereof in respect of the development, construction, maintenance and/or operation of the Property that are assignable and in effect on the Closing Date.

1.2 Timing

Time shall in all respects be of the essence.

1.3 Currency

Unless otherwise specified, all references to money amounts in this Agreement shall be reference to United States dollars.

1.4 Headings

The descriptive headings or Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections.

1.5 Singular, etc.

The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits.

1.6 Extended Meaning

The words "thereof", "herein", "hereunder" and similar expressions used in any part of this Agreement relate to the entire Agreement and not to the particular Article or Section unless the context otherwise requires.

1.7 Consent

Whenever a provision of this Agreement requires an approval or consent by a Party to this Agreement and notification of such approval or consent is not delivered within the applicable time limited, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

1.8 Business Day

Whenever any payment that is to be made or action that is to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day.

1.9 Entire Agreement

This Agreement, the Closing Documents, the Ancillary Documents and any other agreements, instruments or other documents herein contemplated to be entered into between, by or including the Parties hereto constitute the entire agreement between the Parties hereto pertaining to the transaction of purchase and sale provided for herein and supersede and replace all prior agreements, understandings, negotiations, and discussions, whether oral or written, with respect thereto and there are no warranties, representations or other agreements between the Parties hereto in connection with the transaction except as specifically set forth in this Agreement, the Exhibits attached hereto, the Closing Documents, the Ancillary Documents or in any document delivered pursuant to this Agreement. No amendment, supplement or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

1.10 Non-Merger

The Seller's representations, warranties, covenants and agreements contained in this Agreement shall not merge on the Closing of this transaction or on the delivery and recording of a transfer but shall survive the Closing of this Transaction.

1.11 Choice of Law

This Agreement has been made in and its validity, interpretation, construction and performance shall be governed by and be in accordance with the laws of the United States and the State of Texas, without reference to its laws governing conflicts of law. The laws of the United States and State of Texas shall govern all the terms, conditions provisions and covenants of this Agreement.

1.12 Plain Language

Except as otherwise noted herein, this Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

1.13 Exhibits

The Exhibits to this Agreement listed below are an integral part of this Agreement:

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Legal Description of Property
Exhibit B	Ancillary Documents

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Property

On the terms and subject to all of the conditions and restrictions contained in this Agreement, and the performance by the parties of their respective obligations set forth in this Agreement and all Ancillary Documents, including but not limited to payment of the Purchase Price and payment of the Development Fund Contribution, the Purchaser hereby agrees to purchase the Purchased Property and to Close such portion of the Purchased Property specified in the Property Purchase Notice on the Closing Date specified in the Property Purchase Notice. The Seller hereby agrees to sell, convey, transfer, assign, and deliver to the Purchaser on such Closing Date all right, title, interest, equity and estate in and unto such portion of the Purchased Property designated in the Property Purchase Notice.

2.2 Purchase Price

The purchase price for each UFI shall be \$5,400.00 (the "**Purchase Price**"). In addition to the Purchase Price, the Purchaser agrees to contribute the sum of \$4,600.00 for each UFI purchased to the Development Fund (the "**Development Fund Contribution**"). The Purchase Price and the Development Fund Contribution have been calculated on the basis of Ten Thousand Dollars (\$10,000.00) for each UFI. The Purchase Price and the Development Fund Contribution may be paid by the Purchaser in instalments based upon the number of UFI's forming part of the Purchased Property designated to be purchased in each Property Purchase Notice and such portion of the Purchase Price and Development Fund Contribution shall be payable on the Closing Date designated in the Property Purchase Notice as the Closing Date for such portion of the Purchased Property by certified check or negotiable bank draft delivered in the case of the Purchase Price to the Seller and in case of the Development Fund Contribution to the Facilitator by way of deposit or wire transfer to:

Seller:

Account Name:

Bank: HSBC Bank

Bank Address:

Account Number:

Transit Number:

ARTICLE 3 PURCHASER'S DUE DILIGENCE

3.1 Searches and Examinations

The Purchaser hereby acknowledges and confirms that it has been afforded the opportunity to retain counsel to review this Agreement and to conduct such due diligence including, without limitation, such investigations and such tests and inspections regarding the Property and the Purchased Property as it reasonably deems desirable or necessary.

3.2 Title Search

The Seller hereby agrees on each Closing Date to provide the Purchaser an opinion from the Seller's Solicitor that the Purchaser has good and valid title to the part of the Purchased Property being Closed and that the Seller is the owner of such Purchased Property free and clear of charges, liens, security interests and other financial encumbrances. The Seller shall pay and discharge any financial encumbrance. The Seller hereby acknowledges and confirms that the Purchaser is relying upon the said title opinion of the Seller's Solicitor in connection with each Closing.

3.3 Condition of Purchased Property

Notwithstanding any other provision in this Agreement to the contrary, the Purchaser acknowledges and agrees that the Purchased Property is being sold "as is", "where is" on the Closing Date, and subject to the express warranties and representation set out in this Agreement. The Seller confirms and acknowledges that it has reviewed the information contained in the Further Amended and Restated Confidential Offering Memorandum dated November 21, 2013 of Hills of Windridge A2A Trust (a Trust governed by and formed pursuant to the Laws of the Province of Ontario, Canada) (the "**Offering Memorandum**") and in particular the Seller has examined the forward looking statements contained in the Offering Memorandum and the appendices, relating to, among other things:

- (a) the expectation that the Property will be completely developed and the homes to be built thereon sold by December, 2017;
- (b) views regarding the real estate market, in particular relating to prices and trends;

- (c) the expectation that the Property will meet the investment objectives of the Trust;
- (d) the anticipated costs to be incurred to complete development of the Property; and
- (e) the anticipated revenue, projected profit, projected returns, projected returns on investment, target schedule of distributions, target number of housing units, estimated average selling price per house, average floor area per house.

The forward-looking statements are based on certain key expectations and assumptions concerning anticipated financial performance, business prospects, strategies, the sufficiency of budgeted capital expenditures in carrying out planned activities, the availability and cost of services and the ability to obtain financing on acceptable terms, which are subject to change based on market conditions and potential timing delays. The Seller considers these assumptions to be reasonable based on information currently available to it, but they may prove to be incorrect.

The Seller acknowledges and confirms that the Offering Memorandum includes market and industry data and forecasts, and surveys, that were obtained through the Seller from surveys, third-party sources, industry publications and publicly available information as well as industry data prepared by the Seller on the basis of its knowledge of the residential construction industry in Texas (including management's estimates and assumptions relating to the industry based on that knowledge). The Seller confirms that it believes that its industry data is accurate and that its estimates and assumptions are reasonable, and there is no reason of which it is aware that these estimates and assumptions cannot be relied upon, but there can be no assurance as to the accuracy or completeness of this data. The Seller shall take such action and obtain such documents as the Purchaser may be require to satisfy itself that the Purchaser may rely upon any report or other information delivered to the Purchaser in connection with the Purchased Property.

3.4 Use of Property

The Purchaser acknowledges that it will not, at any time during the currency of this Agreement, be entitled to the use or occupation of any portion of the Property, including, but not limited, to the Purchased Property.

ARTICLE 4 CONDITIONS OF CLOSING

4.1 Conditions in Favour of the Purchaser

- (a) *Conditions* - The obligation of the Purchaser to complete the purchase of the Purchased Property or any part thereof, shall be subject to the following conditions:
 - (i) On Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Seller shall have been complied with or performed in all material respects, including without limitation, all

of the documents required to be executed or delivered to the Purchaser pursuant to this Agreement shall have been so executed and delivered.

- (ii) On Closing, the representations or warranties of the Seller set forth in Section 6.1 shall be true and accurate in all material respects with the same effect as if made on and as of the Closing.
 - (iii) On Closing, other than such portion of the Purchased Property previously conveyed by the Seller to the Purchaser pursuant to this Agreement, the Seller shall be the legal owner of the Purchased Property and shall have good marketable title to the Purchased Property.
- (b) *Remedies* - Each of the foregoing conditions is for the exclusive benefit of the Purchaser and if any of the conditions shall not be satisfied, fulfilled or complied with in accordance with their terms, the Purchaser may at its option, either:
- (i) rescind this Agreement with respect to any remaining Purchased Property the acquisition of which has not been closed by written notice delivered to the Seller on or before a Closing Date, in which event the Purchaser and the Seller shall be released, relieved, and discharged from all further obligations with respect thereto under this Agreement and with respect to the remaining Purchased Property this Agreement shall be null, void and of no effect; or
 - (ii) Complete the transaction for the part of the Purchased Property designated in the Property Purchase Notice.
- (c) *Waiver* - Any or all of the above-conditions may be waived in whole or in part by the Purchaser and if the Purchaser elects to complete the transaction after actual or constructive knowledge of the failure of any of the conditions, such condition shall be deemed waived by the Purchaser with respect to the completed transaction but not with respect to any further transactions.

4.2 Conditions in Favour of the Seller

- (a) *Conditions* - The obligation of the Seller to complete the transaction or any part thereof contemplated by this Agreement shall be subject to the following conditions:
- (i) With respect to the portion of the Purchased Property designated in the Property Purchase Notice, on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser with respect thereto shall have been complied with or performed in all respects, including without limitation, delivering to the Seller the applicable Purchase Price, to the Facilitator the applicable Development Fund Contribution, the Ancillary Documents and any other documents or

instruments required to be executed and/or delivered to the Seller pursuant to this Agreement duly executed by the Purchaser.

(ii) On Closing, the representations or warranties of the Purchaser set forth in Section 6.2 shall be true and accurate in all material respects with the same effect as if made on and as of the Closing.

(b) *Waiver* - Any or all of the above-conditions may be waived in whole or in part by written notice of such waiver by the Seller and if the Seller elects to complete the transaction after actual or constructive knowledge of the failure of any of the conditions, such condition shall be deemed waived by the Purchaser with respect to the completed transaction but not with respect to any further transactions.

ARTICLE 5 CLOSING DOCUMENT AND DELIVERABLE

5.1 Seller's Closing Documents

On or before Closing, subject to the provisions of this Agreement, the Seller shall execute or cause to be executed and shall deliver or cause to be delivered the following:

- (a) a copy of the Special Warranty Deed for the portion of the Purchased Property which is being conveyed by the Seller to the Purchaser on the Closing;
- (b) evidence of the Seller's authority to close such transaction;
- (c) a deed transferring to the Purchaser title to the portion of the Purchased Property that is the subject of the Closing; and
- (d) the executed title opinion from the Seller's Solicitor that the Seller is the owner of the Purchased Property free and clear of charges, liens, and similar financial encumbrances, in form and content satisfactory to the Purchaser .

5.2 Purchaser's Closing Documents

On or before each Closing, subject to the provisions of this Agreement, the Purchaser shall execute and shall deliver the following:

- (a) the portion of the Purchase Price and Development Fund Contribution for each UFI being Closed based on an aggregate amount of \$10,000 ;
- (b) any necessary affidavits, statements, or other documentation regarding the Transfer as required to accomplish and record the Transfer;
- (c) the Revocable Trust Agreement (for Purchaser);
- (d) The Special Warranty Deed (Sale);

- (e) Revocable Trust Agreement (Sales Trust);
- (f) All other documents which are reasonably required and/or requested concurrent with the Purchaser's execution of this Agreement to give effect to the purchase and sale transaction contemplated herein (including without limitation the Ancillary Documents), and within a reasonable period of time after the Closing Date the Seller shall deliver, or cause to be delivered a statement of adjustments or reconciliation of costs, if applicable.

5.3 Post-Closing Deliverables

The Seller shall cause to be delivered to the Purchaser one set of the originally executed Ancillary Documents within ninety (90) Business Days after each Closing Date. If an extension of time for the delivery of the Closing Documents to the Purchaser is required by the Seller, the Seller shall provide the Purchaser with notice of the new date for such delivery.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations

The Seller hereby represents and warrants to and in favor of the Purchaser that, as of the date of this Agreement and as of each Closing Date that:

- (a) *Due Formation* - The Seller is a limited liability company formed under the laws of the State of Texas on May 1, 2012. Its principal place of business is located at 48 Silicon Drive, Suite 100, South Lake, Texas 76092, USA.
- (b) *Authority of the Seller to Enter Agreement* - The Seller is in good standing under the laws of the jurisdiction of its incorporation. The seller has good right, full power and absolute authority to enter into this Agreement and to sell, assign and transfer the Purchased Property to the Purchaser and to complete the transaction all in the manner contemplated herein and to perform all of the Seller's obligations under this Agreement.
- (c) *Seller Will Take Necessary Steps* - The Seller has or will have by each Closing Date taken all necessary and desirable steps, actions and proceedings to approve, authorize, validly and effectively, the entering into, execution, performance and delivery of this Agreement and the sale of the Purchased Property or the part thereof being conveyed to the Purchaser on the Closing Date.
- (d) *Enforceability of Agreement* - This Agreement is a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms subject to bankruptcy, insolvency, moratorium, and other laws affecting the enforcement of creditors' rights generally and the fact that equitable remedies,

including specific performance and injunctive relief may only be granted in the discretion of a court.

Notwithstanding anything to the contrary contained in this Agreement, the covenants of the Seller set out in this Section 6.1 shall survive and shall not merge upon a Closing.

6.2 Purchaser's Representations

The Purchaser hereby represents and warrants to and in favor of the Seller that, as of the date of this Agreement and as of each Closing Date that:

- (a) *Purchaser is Not a United States Person* - The Purchaser is not a United States Person within the meaning under Section 7701(a)(30) of the IRC or Rule 902 k of the Securities Act.
- (b) *Notice of Purchaser's Change in Status* - The Purchaser will notify the Seller immediately in writing upon a change in its United States Person status for the purposes of the IRC at any time during which the Purchaser has a direct or indirect interest in the Purchased Property.
- (c) *Necessary Documents and Information* - The Purchaser will provide the Seller with all necessary documents and information that may be required by the Seller or the Seller's Lawyer to accomplish the transactions contemplated by this Agreement and to record the transactions with the appropriate jurisdiction.
- (d) *Binding Effect of Agreement* - This Agreement and the Ancillary Documents are binding, legal and valid on the Purchaser and enforceable in accordance with their terms subject to bankruptcy, insolvency, moratorium, and other laws affecting the enforcements of creditors' rights generally and the fact that equitable remedies, including specific performance and injunctive relief, may only be granted in the discretion of a court.
- (e) *Authority of Purchaser* - The Purchaser has right, full power and absolute authority to enter into this Agreement and the Ancillary Documents and to purchase the Purchased Property and to complete the transaction all in the manner contemplated by this Agreement.
- (f) *Legal Funds* - The funds which will be paid by the Purchaser to the Seller hereunder will not represent proceeds of crime and the Purchaser acknowledges that the Seller may in the future be required by law to disclose the Purchaser's name and other information relating to this Agreement and the Purchaser's purchase of the Purchased Property hereunder, on a confidential basis, pursuant to applicable law; that no funds or other assets of the Purchaser or any of its affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person or entity or Governmental Authority subject to trade restrictions under applicable law of the United States, including but not limited to, any Anti-Terrorism Law (each an "**Embargoed Person**"), with the result that the

transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; that no Embargoed Person has any interest of any nature whatsoever in Purchaser with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; and that none of the funds of the Purchaser have been derived from any unlawful activity with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law.

- (g) *Anti-Terrorism* - The Purchaser represents and warrants: That the Purchaser (i) is not in violation of any Anti-Terrorism Laws, (ii) is not an Embargoed Person and (iii) is not acting and will not act, directly or indirectly, for or on behalf of a person or entity named by any Executive Order or the United States Treasury Department as a terrorist, “**Specifically Designated National and Blocked Person**” or other banned or blocked person or entity pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; that the Purchaser had not engaged in this transaction, directly or indirectly, on behalf of and is not instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person or entity; that the Purchaser has not conducted any business or engaged in any transaction or dealing with an Embargoed Person, including making or receiving any contribution of funds, goods, or services to or for the benefit of any Embargoed Person; that the Purchaser has not dealt in, or otherwise has engaged in, any transaction relating to, any property or interests in property blocked pursuant to any Anti-Terrorism Law; that the Purchaser has not engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. “**Anti-Terrorism Law**” shall mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, the United States International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the United States Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., any Executive Orders or regulations promulgated thereunder, regulations of the Office of Foreign Assets Control (including, but not limited to, its Specially Designated and Blocked Persons list) or under any statute (including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), executive order (including, without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and the Annex thereto) and all other present and future applicable law of the United States addressing or in any way relating to terrorist acts and acts of war.

Notwithstanding anything to the contrary contained in this Agreement, the covenants of the Purchaser set out in this Section 6.2 shall survive and shall not merge upon the Closing.

ARTICLE 7
TRANSFER TO TRUST

7.1 Additional Documents

The Purchaser shall complete any necessary affidavits, statements, or other documentation to record the transfer to the Purchased Property conveyed to the Purchaser (the "**Transfer**") or respecting any real estate transfer tax or recording tax imposed on the Transfer. In order to facilitate the recording of the Transfer and the completion of the transaction contemplated in this Agreement, the Seller shall pay all real estate transfer and recording tax due and owing upon the recording of the Transfer for and on behalf of the Purchaser.

7.2 References to Trust

The Parties agree that all references to the Purchaser under this Agreement and under all of the documents which are attachments hereto shall include a reference to the Trust whenever the trustee of the Trust is the legal owner of the Purchased Property.

ARTICLE 8
TITLE TO PROPERTY AND PURCHASED PROPERTY

8.1 Free from Encumbrances

On each Closing title to the part of the Purchased Property being conveyed to the Purchaser on such Closing shall be free and clear of charges, liens, security interest and other financial encumbrances. Title to the Purchased Property may be subject to the non-financial encumbrances (if any) now on title, including, without limitation, any and all municipal agreements, agreements with utility service providers, easements, rights-of-way, leases, notices of lease, restrictions, covenants and zoning or related regulations. The Seller shall pay and discharge any financial encumbrance which is not by this Agreement assumed by the Purchaser. Title to the Purchased Property may also be subject to restrictive covenants and other agreements anticipated by this Agreement.

8.2 Title Insurance

The Purchaser acknowledges that:

- (a) the Seller or its designated nominee purchased title insurance to protect its interest in the Property when the Property was acquired by the Seller (the "**Title Policy**") in such form and with such exceptions, limitations and qualifications respecting coverage as the Seller deemed acceptable in the circumstances;
- (b) the Purchaser shall have no recourse against Title Policy for any of the covered title risks enumerated therein and the Seller has not made, and will not make any, representations or warranties to the Purchaser concerning the quality of title to the

Property and/or the Purchased Property or adequacy of the Title Policy, save as otherwise set out in this Agreement; and

- (c) o each Closing, the Seller shall provide to the Purchaser a legal opinion from a lawyer licensed to practice law in the State of Texas that the Purchaser has acquired good and valid title, free and clear of any financial encumbrances, to the portion of the Purchased Property conveyed to the Purchaser on each Closing.

ARTICLE 9 INCOME OR MARGIN TAX

9.1 Tax Identification Number

The Purchaser hereby agrees to complete and execute the Application for IRS Individual Taxpayer Identification Number (“**Form W-7**”), and authorizes Seller to file form W-7 on the Purchaser’s behalf.

9.2 Authority to Execute and File Government Forms

In executing this Agreement, the Purchaser authorizes the Seller to apply for, execute and file (and to do all things incidental thereto) on behalf of the Purchaser any applicable tax forms required by the U.S. Internal Revenue Code and any regulations promulgated thereunder (the “**IRC**”) or required by the laws of the State of Texas that may be required in respect of any payment made to the Purchaser relating to the Purchased Property or on the disposition by the Purchaser of the Purchased Property conveyed to it by the Seller.

9.3 Withholding

The Purchaser hereby agrees that the Seller may withhold any income tax required under the IRC (including but not limited to FIRPTA) or any income or margin tax required by the laws of the State of Texas in respect of any payment made to the Purchaser relating to the Purchaser’s Purchased Property, including, but not limited to, any payment made upon the Purchaser’s disposition of the Purchased Property. This Agreement provides the Seller with a power of attorney and authorization to discuss matters relating to the Purchaser and the transactions of the Purchaser relating to the Purchased Property with officials of the U.S. Internal Revenue Service and their Texas counterparts. This Agreement also provides the Seller with authorization to execute elections and other forms required by such authorities in respect of the Purchaser and the transactions of the Purchaser relating to the Purchased Property.

9.4 Purchaser’s Personal Liability

The Purchaser agrees that it shall be personally liable for the filing of income tax returns and the payment of any income taxes required by the IRC or for the filing of income or margin tax returns and the payment of any income or margin taxes required by the laws of the State of Texas, in excess of the Seller’s withholding requirements under the IRC or the laws of the State of Texas, in connection with the purchase of the Purchased Property by the Purchaser,

distributions to the Purchaser with respect of the Purchased Property or a disposition by the Purchaser of the Purchased Property, all in accordance with the IRC or the laws of the State of Texas.

9.5 Limited Liability

The Seller and the Purchaser acknowledge that the Purchaser, is a limited partnership formed under the laws of the Province of Ontario, and that a limited partner thereof is only liable for any of such limited partnership's liabilities or any of its losses, to the extent of the amount that a limited partner has contributed or agreed to contribute to the capital of the limited partnership and the limited partner's pro rata share of any undistributed income. The parties hereto acknowledge that the obligations of the Purchaser shall not be personally binding upon, nor shall resort be had to, the property of any of the limited partners, their heirs, successors and assigns, and that resort shall only be had to the property of the Purchaser or the property of Hills of Windridge A2A GP Inc., the sole general partner of the limited partnership.

9.6 Survivorship of Covenants

The covenants of the Purchaser set out in this Section 9 shall survive and shall not merge upon the recording of the Transfer and the completion of the transaction(s) contemplated in this Agreement.

ARTICLE 10 GENERAL

10.1 Expenses

Each of the parties hereto shall pay its own legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with purchase and sale of the Purchased Property.

10.2 Notices

All notices, requests, payments or other communications ("**Notice**") to be given under or in connection with this Agreement shall be in writing and may be given by mail, personal delivery, or by facsimile transmission or other electronic communication which results in a written or printed notice being given, addressed as set forth below or to such other address, fax or email address as may from time to time be the subject of a Notice:

To the Seller: 548 Silicon Drive
Suite 100, Southlake, Texas 76092, USA
Attention: Jeff Peterson

To Purchaser: 250 Ferrand Drive
Suite 888 Toronto, Ontario M3C 3G8, Canada
Attention: Tony Pereira

Any Notice delivered as set forth above shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery or, if mailed, shall be deemed to have been given to the addressee on the seventh (7th) Business Day following the date of deposit thereof in the mail service, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a Business Day. If sent by facsimile or other electronic communication with confirmation of transmission, Notice shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was sent. Accidental or inadvertent omission or failure to give any Notice required or permitted to be given under this Agreement shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

10.3 Assignment

This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, executors, administrators, successors, trustees and permitted assigns; provided that the Purchaser shall not be permitted to assign its rights and obligations under this Agreement without the prior written consent of the Seller which consent may be arbitrarily withheld.

10.4 Further Acts and Assurances

Each of the Parties shall, upon any reasonable request of the other, do all further acts and execute any and all further instruments and assurances as may be required or necessary (including without limitation the execution by the Purchaser in the presence of a Notary Public of any subsequent or replacement power of attorney, in the form similar to the Power of Attorney) to more fully effectually implement and carry out and implement the full intent and meaning of this Agreement.

10.5 Severability

If any covenant, obligation, agreement or part thereof or the application thereof to any Person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement of the application of such covenant, obligation or agreement or part thereof to any Person, Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

10.6 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

10.7 Dispute Resolution

In case of any dispute regarding any terms or performance of the terms of this agreement, the dispute shall be subject to arbitration conducted in the city of Toronto, Ontario in accordance with the Ontario Arbitration Act.

10.8 Counterparts

This Agreement may be executed by the parties hereto in two or more separate counterparts (no one of which need contain the signatures of all parties), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument and be deemed to be executed effective as of the day and year hereinafter written.

10.9 Execution by Facsimile

Facsimile signatures and initials resulting from facsimile communications shall be accepted as if an originally executed signature and each Party shall receive an originally executed copy as soon thereafter as is reasonably practicable. Such communication by facsimile shall be deemed to be made when the facsimile transmission is received by the Party.

10.10 Calculating Time Periods

When calculating any period of time within which, or following which, any act is to be done, or any steps are to be taken pursuant to the provisions of this Agreement, the day which is the reference date in computing any such period of time shall be excluded from the calculation. If no specific reference is made "Business Days" when computing a particular time period pursuant to the provisions of this Agreement and the last of such period would have accordingly fallen on a Saturday, Sunday or a National Holiday or a Statutory Holiday, the period of time in question shall then be deemed to end on the next succeeding Business Day.

10.11 Appointment of Authority

The Purchaser hereby irrevocably appoints the Seller, or any representative thereof, to act as its agent in the execution of all of the necessary documents for the transfer of the Purchased Property to the Purchaser and the recording of the Purchaser as the owner in fee simple of title to the Purchased Property.

10.12 No Tax Advice

The Purchaser acknowledges that the Seller and its respective agents and representatives have made no representations as to, and no advice has been given respecting, the income tax treatment

of the purchase, disposition or holding of the Purchased Property. The Purchaser acknowledges that it has been advised to consult its tax advisors with specific reference to its own situation.

10.13 Collection and Use of Confidential Personal Information

The Purchaser acknowledges that this Agreement and exhibits attached hereto (and the documents, instruments and agreements specifically contemplated herein) require the Purchaser to provide certain personal information to the Seller. Such information is being collected by the Seller for the purposes of:

- (a) completing the sale of the Purchased Property described herein;
- (b) the administration, management, operation and future disposition of the Property in accordance with the Agreement; and
- (c) for any other reasonable ancillary use related thereto.

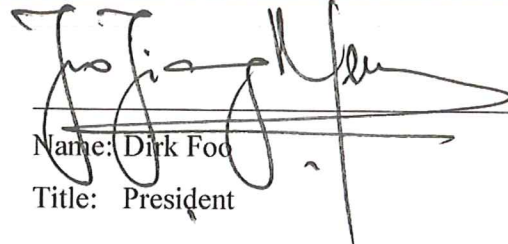
Without limiting the generality of the foregoing, the personal information may be used while preparing, arranging for the execution and delivery of, and recording (where applicable), certain deeds, instruments, certificates, agreements, undertakings and similar documents necessary to complete the transfer(s) of the Purchased Property and the other actions with respect to the Property as contemplated in this Agreement. The Purchaser's personal information may be included in a record or closing book in respect of the subject transaction(s) and may be disclosed by the Seller to its legal counsel and to applicable public or other authorities having jurisdiction. By executing this Agreement, the Purchaser consents to the foregoing collection, use and disclosure of the Purchaser's personal information. The Purchaser also consents to the recording of copies or originals of any of the documents provided by or with respect to the Purchaser in accordance with this Agreement or otherwise as may be required to be filed with any Land Recording Office or other authority having jurisdiction in connection with the transactions contemplated hereby. An officer of the Seller is available to answer questions about the collection of personal information by the Seller at the address provided above.

The Purchaser and the Seller hereby accept the terms of this Agreement and agree to be bound by the terms contained herein. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser and the Seller hereby acknowledges and confirms that this Agreement shall be deemed to be dated as of April 5, 2013.

EXECUTED on the 5th day of April, 2013

HILLS OF WINDRIDGE A2A LP as
represented by DIRK FOO, Trustee, Director and
President of Hills of Windridge A2A GP Inc.

By



Name: Dirk Foo
Title: President

I have authority to bind the Corporation.

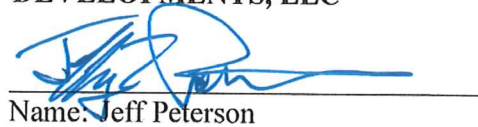
ACCEPTANCE

The Seller hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein. Notwithstanding anything contained in this Agreement to the contrary, the undersigned hereby acknowledges and confirms that this Agreement shall be deemed to be dated as of the date set out below.

EXECUTED on the 5th day of April, 2013

**HILLS OF WINDRIDGE A2A
DEVELOPMENTS, LLC**

By



Name: Jeff Peterson

Title: President

I have authority to bind the Company.

EXHIBIT "A"

Legal Description of Property

TRACT 1

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

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

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

N 81°16'29" W, ALONG THE NORTH LINE OF SAID W.S.I.S.D. TRACT, DEPARTING THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 677.69 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID W.S.I.S.D. TRACT;

S 08°41'54" W, ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT, 28.83 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER&BURGESS INC.", SAID IRON ROD BEING AN THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHWESTERLY, AN ARC LENGTH OF 81.24 FEET ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,166.00 FEET, A DELTA ANGLE OF 3°59'31", AND A CHORD BEARING S 06°43'21" W, 81.22 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S 88°44'28" E, 269.41 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

(6) S 68°49'52" E, 467.71 FEET TO A 60D NAIL FOUND IN THE SOUTH LINE OF SAID LOT 9 OF SAID BLOCK 8;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 27°05'28" E, 450.00 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEARS N 76°35' E, 2.4 FEET;

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

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

TRACT 3

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

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

A DEED TO TANNAHILL RANCH SURFACE PARTNERSHIP, LTD., RECORDED IN INSTRUMENT NUMBER D209144492, O.P.R.T.C.T.;

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

N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 2,126.46 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO EAST GATE PROPERTIES, INC., RECORDED IN INSTRUMENT NUMBER D206412166, O.P.R.T.C.T.;

N 89°13'56" E, AT 30.00 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", AND CONTINUING IN ALL A TOTAL DISTANCE OF 660.16 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHEAST CORNER OF SAID EAST GATE TRACT;

N 00°46'04" W, 660.00 FEET TO A 1/2" IRON ROD FOUND BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE NORTHEAST CORNER OF SAID EAST GATE TRACT;

S 89°13'56" W, AT 630.21 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", AND CONTINUING IN ALL A TOTAL DISTANCE OF 660.21 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", IN THE EAST LINE OF SAID TANNAHILL TRACT, SAID POINT BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE NORTHWEST CORNER OF SAID EAST GATE TRACT;

N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 640.15 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" FROM WHICH A 60D NAIL BEARS S56°52'37" W, 0.5 FEET, SAID 1/2" IRON ROD FOUND BEING THE NORTHWEST CORNER OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED IN VOLUME 9046, PAGE 373, D.R.T.C.T.;

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

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

S 33°28'28" E, AT 1,827.16 FEET, PASSING A 5/8" IRON ROD FOUND, AND CONTINUING IN ALL A TOTAL DISTANCE OF 2,910.26 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT 2;

S 15°10'54" W, 1,027.49 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "TRANS SYSTEMS CORP", SAID IRON ROD BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT 2;

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

S 89°29'06" W, AT 709.12 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "DUNAWAY", AND CONTINUING IN ALL A TOTAL DISTANCE OF 1,332.27 FEET TO A 1" IRON ROD FOUND;

S 89°28'21" W, 861.90 FEET TO THE PLACE OF BEGINNING AND CONTAINING 137.743 ACRES (6,000,081 SQ. FT.) OF LAND, MORE OR LESS.

EXHIBIT "B"

ANCILLARY DOCUMENTS

Deed of Covenant;

Special Warranty Deed (Purchase);

Escrow Agreement;

Special Warranty Deed (Sale);

Revocable Trust Agreement (Sales Trust)

See Attached

RESTRICTIVE COVENANT

This Restrictive Covenant (the "**Covenant**") is effective as of the Effective Date (as defined on the signature page hereof) and is made and executed by **HILLS OF WINDRIDGE A2A LP** as represented by DIRK FOO, Trustee, Director and President of Hills of Windridge A2A GP Inc., together with its successors and permitted assigns (the "**Purchaser**").

RECITALS

WHEREAS, Windridge A2A Developments, LLC, a Texas limited liability company with its principal place of business located at 548 Silicon Drive, Suite 100, Southlake, Texas 76092, USA (the "**Seller**") owns certain real property located in Tarrant County, Texas, and legally described on Exhibit "A", attached hereto and made a part hereof (the "**Property**");

WHEREAS, the Seller has divided the ownership of the Property into 4412 undivided, tenant-in-common, fractional interests;

WHEREAS, the Purchaser is purchasing 170/4412 undivided fractional interest(s) (the "**Purchased Property**") out of the Property from the Seller;

WHEREAS, as a condition of sale the Seller requires the Purchaser to provide certain covenants to and for the benefit of the Seller and for all others, who may become Co-owners of the Property as tenants-in-common which covenants shall be binding on the Purchaser's heirs, executors, administrators, successors-in-title, trustees, transferees and assigns and the Seller and the Seller's successors-in-title, transferees and assigns and which shall run with and burden the Purchaser's every other Undivided Fractional Interest in the Property ("**UFI**");

WHEREAS it is the intention of the Seller to continue to sell its interest in the Property and at its absolute and unfettered discretion, to exercise its right but not the obligation to retain up to 5% legal and beneficial ownership in the Property and thus remain a Co-owner with all the rights accruing thereto;

WHEREAS it is the intention of the parties that every Co-owner of the Property, from time to time shall be bound by this Covenant;

AND WHEREAS it is the intention of the Co-owners to develop the Property and build residential units for sale to third parties

NOW THE PURCHASER for himself, his heirs, executors, administrators, successors-in-title, trustees, transferees and assigns covenant as follows:

ARTICLE 1.
DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Covenant, the following terms shall be deemed to have the following meanings unless the context otherwise requires:

“Co-owners” are the registered owners, from time to time, of the undivided tenant-in-common interest in the Property and for the purpose of clarity only, includes the Seller so long as the Seller remains a registered owner of any Undivided Fractional Interest in the Property and “Co-owner” means any one of them;

“Development Fund” means the account or accounts to be opened by the Facilitator under Article 3.1(a);

“Facilitator” means any person or entity, corporate or un-incorporated, who is appointed from time to time under Article 2 by the Co-owners to be their facilitator pursuant to this Covenant;

“Facilitator’s Fee” means a fee charged by the Facilitator for service provided by the Facilitator.

“FIRPTA” shall refer to the Foreign Investment in Real Property Tax Act of 1980;

“Form SS-4” has the meaning provided in Article 16.1;

“General Meeting” means a meeting of Co-owners called in accordance with this Covenant;

“IRC” shall mean the U.S. Internal Revenue Code and any regulations promulgated thereunder;

“Net Income” shall have the meaning attributed thereto in Article 3.1(i);

“Ordinary Resolution” means a resolution approved by more than 50% of votes cast in person or by proxy at a duly constituted meeting of co-owners or any written resolution signed in one or more counterparts by Co-owners holding, in the aggregate more than 50% of the UFI in the Property;

“Planning, Development and Servicing Activities” means obtaining the reports, plans, studies, audits, assessments, investigations, and other items necessary for the proper design, construction, development and regulatory compliance of the Property; facilitating and participating in legal proceedings, procedures, filings, submissions, applications and other actions necessary for the acquisition, rezoning, construction, development, maintenance, regulatory compliance and other land use matters related to the Property; contracting, subcontracting, supervising, constructing and maintaining infrastructure and improvements on the Property; marketing and selling the Property; and any and all other actions necessary to be taken or made in respect to or in furtherance of the acquisition, planning, development, maintenance and sale of the Property;

"Property" means the real property legally described on "Exhibit A" annexed hereto and any and all improvements located on the real property before or after the Co-owner purchases the Property;

"Purchase Agreement" means the form of agreement of purchase and sale entered into among the Seller, as vendor, and each Co-owner (other than the Seller), as purchaser, pursuant to which each Co-owner agreed to acquire its respective UFI;

"Securities Act" shall refer to The United States Securities Act of 1933, as amended;

"Special Resolution" means a resolution approved by 66.6% or more of votes cast in person or proxy at a duly constituted meeting of Co-owners or any written resolution signed in one or more counterparts by Co-owners holding in the aggregate 66.6% or more of the UFIs in the Property;

"Undivided Fractional Interest" or **"UFI"** means an undivided fractional interest, as tenants-in-common, in the Property and each UFI comprises a 1/4412 fractional interest in the Property.

1.2 In the interpretation of this Covenant, unless the context otherwise requires:

- (a) The division of this Covenant into Articles, paragraphs, subparagraphs, schedules and appendices and the insertion of headings are provided for convenience only and do not form a part of this Covenant nor are they intended to interpret, define or limit the scope, extent or intent of this Covenant or any provision hereof;
- (b) All references to decisions, directions, instructions or approvals of the Co-owners refer to such decisions made or directions, instructions or approvals given by Co-owners by Ordinary or Special resolutions;
- (c) All references to currency herein are references to lawful money of United States;
- (d) Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made-pursuant thereto;
- (e) Any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;
- (f) Words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa; and
- (g) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case requires and the verb shall be construed as agreeing with required word and pronoun.

ARTICLE 2.

ORGANIZATION

The Co-owners shall manage the Property and the Facilitator shall carry out the instructions and directions of the Co-owners made in accordance with this Covenant. In carrying out the instructions of Co-owners, the Facilitator, as may be appointed or changed by the Co-owners from time to time in the manner provided herein, shall have the power and authority to administer the Property as attorney and agent of the Co-owners.

- 2.1 The first Facilitator shall be the Seller. The Co-owners may by Ordinary Resolution from time to time appoint another to be the Facilitator.
- 2.2 The Facilitator shall:
 - (a) Ensure that every Person who is to become a recorded title holder of a UFI shall be bound by the covenants contained herein except Hills of Windridge A2A LP, an Ontario Limited Partnership ("HOWLP") shall be bound by the covenants and restrictions contained in that certain Deed of Covenant/Restrictive Covenant entered into by and between Seller and HOWLP and recorded in the Official Records, Tarrant County Texas;
 - (b) Take steps to convene the first general meeting of the Co-owners as soon as feasible following the sale of 95% UFI in the Property by the Seller;
 - (c) Implement the decisions and instructions of the Co-owners.

ARTICLE 3.

SPECIFIC POWERS OF THE FACILITATOR AND FACILITATOR'S FEES

- 3.1 Subject to specific other contrary directions and instructions of the Co-owners passed by Ordinary or Special Resolution, the Co-owners hereby acknowledge and agree that the Facilitator is authorized at all times for and on behalf of the Co-owners:
 - (a) To maintain and operate one or more bank accounts opened with a United States bank in the name of the Facilitator. The Facilitator shall deposit therein, the sum of \$4,600.00 per unit from the Purchase Price derived from the sale of UFIs (the "**Development Fund**").
- All expenses properly relating to the Property including, without limitation, cost of any Planning, Development and Servicing Activities, shall be paid by the Facilitator from the monies in such account to the extent of funds available therein.

- (b) To execute, deliver and carry out all agreements which require implementation, delivery or execution by or on behalf of the Co-owners in connection with the Property, including without limitation, development agreements, site plan agreements, easements and rights of way.
- (c) To enter into a lease and/or tenancy arrangement in respect of the Property and to collect all rentals and other income therefrom, provided that nothing herein shall constitute a guarantee by the Facilitator of the payment of any rent by tenants.
- (d) To pay at the cost of the Co-owners all realty taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Development Fund to the extent therein available, provided that nothing therein shall be construed as a guarantee by the Facilitator of the sufficiency of funds to cover all such expenses.
- (e) To commence or to defend on behalf of the Co-owners at the cost and expense of the Co-owners, or itself or former Facilitator any and all actions and other proceedings pertaining to the Property or to the Co-owners.
- (f) To determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-owners from all usual perils of the type covered in respect of comparable properties.
- (g) To employ and pay and discharge on behalf of the Co-owners and at the cost of the Co-owners, all servants, employees, contractors, or subcontractors necessary to be employed in the management and operation of the Property and the Planning, Development and Servicing Activities.
- (h) To contract on behalf of the Co-owners and at the cost of the Co-owners for water, gas, electricity and other services and commodities necessary for the operation, development and maintenance of the Property.
- (i) To distribute the Net Income from the ownership, operation, use, and/or sale of the Property (if any) to each Co-owner, proportionate to his respective UFI. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall include the Development Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-owners from the ownership, operation, use, leasing, sale of and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including, without limitation:
 - (i) Realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the UFIs, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favor of materialmen or workmen or trade

contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

- (ii) All costs and expenses of any sale;
- (iii) All development and re-zoning costs and expenses;
- (iv) All costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;
- (v) Lighting, electricity and public utilities costs and expenses;
- (vi) Professional fees reasonably attributed to the Property, its operation, use, sale re-zoning and/or development;
- (vii) All other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-owners on account of capital or distribution of Net Income;
- (viii) Facilitator's Fixed Management Fees as defined in Article 3.2; and
- (ix) Reserves in such amount as deemed reasonably appropriate by the Facilitator from time to time, including without limitation for the purposes of the continued Planning, Development and Servicing Activities of the Property consistent with the Development Plan approved by the Co-owners.

- 3.2 In exchange for the services provided by the Facilitator, the Facilitator shall be paid Facilitator's Fees consisting of Fixed Management Fees and Net Income Fees (collectively the "Facilitator's Fees"). The Fixed Management Fees shall be five thousand dollars (\$5000.00) per house sold to any third-party owner who is not a Co-owner (the "Third-Party Owner"). The "Net Income Fees" shall be an amount equal to twenty percent (20%) of the Net Income excluding the Development Fund.

ARTICLE 4.

COVENANTS OF THE CO-OWNERS

- 4.1 The Co-owners covenant with each other as follows:
- (a) That each Co-owner shall have a proportionate beneficial interest in all gross cash receipts derived from the Property to the extent of each Co-owner's UFI;
 - (b) To be responsible for his proportionate interest of the expenses and charges incurred in connection with the Property, in each case proportionate to his

respective UFI and when called upon to contribute a fair and rateable proportion of the costs of maintaining the Property;

- (c) To waive all individual rights of possession, use, occupation and rights of access to the Property and any part thereof and to exercise such rights collectively only; in order to facilitate the future re-zoning and ultimate development of the Property for the benefit of all Co-owners collectively;
- (d) To require every person to whom he may hereafter transfer his UFI to covenant to observe this Covenant.

ARTICLE 5. **LOANS FROM FACILITATOR**

- 5.1 The Facilitator may, in its discretion, but shall not be under any obligation, lend money to the Co-owners, upon such terms and conditions as are acceptable to the Facilitator and the Co-owners, for the purposes relating to the maintenance, re-zoning or development of the Property. The terms and conditions of any such loan shall be approved by the Co-owners by Special Resolution and the Facilitator shall be entitled to repay itself out of the sales proceeds arising from the sale of the Property. If a Facilitator has made such an advance or advances, it shall be a condition of any such loan that the Facilitator shall have priority of re-payment of principal and interest over any claim of Co-owners to the balance of the Development Fund, Net Income balances or sale proceeds arising from sale of the Property.

ARTICLE 6. **AUTHORITY OF THE FACILITATOR**

- 6.1 No person dealing with the Facilitator will be required to enquire into the authority of the Facilitator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-owners.
- 6.2 The Facilitator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-owner pursuant to the provisions of the IRC, FIRPTA or other applicable law and to make payment of any such amount on behalf of such Co-owners to the State of Texas, United State Internal Revenue Service or other governmental entity, as may be required by law.

ARTICLE 7.
GENERAL MEETINGS

- 7.1 The first General Meeting of Co-owners shall be held as soon as feasible upon the sale by the Seller of 95% UFI and thereafter general meetings of Co-owners shall be held as often as is necessary when decisions or instructions are required from Co-owners for management of the Property or when Co-owners representing 15% or more of the total UFIs requisition for a meeting.
- 7.2 The Facilitator may by written notice substantially in the form annexed hereto as "Exhibit B" (the "**Notice Requisitioning an Ordinary Resolution**") call for a general meeting of the Co-owners and any Co-owner or Co-owners together holding an aggregate interest of 15% or more in the Property may by written notice to the Facilitator requisition a general meeting using the form annexed hereto in "Exhibit B". The forms in "Exhibit B" are for the convenience of Co-owners and the Facilitator only. If the Facilitator fails to call a general meeting upon requisition by Co-owners to do so, then in such event, a Co-owner or Co-owners together holding an aggregate interest of 15% or more in the Property may deliver to the other Co-owners written notice of general meeting, stating therein the time and venue for the meeting which shall be at the Facilitator's principal place of business or as otherwise designated by the Facilitator.
- 7.3 The Facilitator shall provide all Co-owners 14 days written notice of the first General Meeting and such notice include in the agenda:
- (i) A resolution for the confirmation of appointment of the Facilitator;
 - (ii) Recommended decisions and instructions as may be appropriate for the leasing, rental and/or re-zoning of the Property and/or undertaking Planning, Development and Servicing Activities;
 - (iii) Recommendation for the appointment or confirmation of appointment of professional advisers and consultants for the management of the Property and to carry out Planning, Development and Servicing Activities; and
 - (iv) Recommendation for the overall development plan of the Property, which will comprise the development phases for the Property, projection of Net Proceeds and its distribution plan, ("Development Plan").
- 7.4 Not less than 14 days written notice shall be given for all general meetings and each notice shall be accompanied by an agenda setting out the matters to be placed before the Co-owners and the resolutions for the consideration and if thought fit, approval. Each agenda shall be accompanied by supporting materials, if any, sufficiently detailed to inform Co-owners of the matters to be considered at the meeting. Any notice which does not comply with this Article shall be void.

- 7.5 The venue of all general meetings including the first General Meeting shall be in Southlake, Texas, United States to be determined by the Facilitator save and except for a meeting called by one or more Co-owners under Article 7.2 upon the failure of the Facilitator to comply with a requisition for a meeting.
- 7.6 Upon receipt of a Notice of a General Meeting, any two Co-owners may, with one proposing and the other seconding, put forth additional or alternative resolutions for the consideration and if thought fit, approval of other Co-owners together with supporting materials. Any such proposal shall reach the Facilitator not less than 7 days before the date of meeting and the Facilitator shall forthwith put such resolutions to the Co-owners for consideration.
- 7.7 Notices of meeting, agenda and other materials and minutes of meeting shall be sent by the Facilitator to Co-owners by electronic transmission, or by delivering a copy to the Co-owners by mail or by courier at his or her last known correspondence address as shown in the register of Co-owners maintained by the Facilitator.
- 7.8 Co-owners shall have one vote for each UFI and may attend a meeting in person, by corporate representative if a corporation or by proxy. Co-owners may appoint the Facilitator as proxy and direct the Facilitator how to vote and the Facilitator shall act according to such directions.
- 7.9 The Facilitator shall chair, and if the Facilitator is a corporation, a director of the Facilitator shall chair the meeting unless the Co-owners by Ordinary Resolution appoint one of their numbers to chair the meeting.
- 7.10 All resolutions except where a Special Resolution is expressly required hereunder shall be passed by Ordinary Resolution. Matters not referred to in the agenda of a general meeting shall not be voted on at that meeting. Any resolution passed by Ordinary Resolution, except where a Special Resolution is expressly required hereunder, shall be binding on all Co-owners, their respective heirs, executors, administrators, successors-in-title, assigns and transferees, whether or not any such Co-owner was present in person or by proxy or voted against any such resolution.
- 7.11 The Facilitator shall, and failing the Facilitator, the Co-owners shall appoint a secretary to keep complete and accurate minutes of all meetings of Co-owners and the minutes of meetings shall be signed by the Chairman of the meeting and be prima facie evidence of the facts stated herein.
- 7.12 The minutes of each meeting shall be sent to each Co-owner within 30 days after the meeting. Any failure to send the minutes of a meeting shall not affect the validity of any decisions made at the meeting.

ARTICLE 8.
MATTERS EXERCISABLE ONLY BY ORDINARY RESOLUTION

- 8.1 Notwithstanding anything to the contrary contained in this Covenant, the following shall always require a decision of the Co-owners by way of Ordinary Resolution:
- (a) Approving or ratifying a proposal or plan to re-zone, develop and/or build structures on the Property;
 - (b) Subject to Article 13 consenting to the amendment of this Covenant, provided that, no amendment to this Covenant shall impose or increase any financial or other obligations upon any of the Facilitator, or in any way adversely affect the Facilitator, without the prior written approval of the Facilitator and which approval may be denied without the Facilitator having to give any reasons thereof;
 - (c) Appointment and confirmation of a firm of chartered accounts qualified to practice in United States to prepare the financial statements for the Property and any activities carried on with respect to the Property; and
 - (d) Any matter relating to management of and dealings in the Property.

ARTICLE 9.
MATTERS EXERCISABLE ONLY BY SPECIAL RESOLUTION

- 9.1 Notwithstanding anything to the contrary contained in this Covenant, the following shall always require a decision of the Co-owners by the way of Special Resolution:
- (a) Approving the sale or exchange of all or any part of the Property not being the sale of a UFI by the Seller or other Co-owners; provided that, no such sale by such Co-owners shall include an interest in the Property of any other Co-owner. For greater certainty nothing in this Covenant shall prohibit the Seller or other Co-owner from selling an UFI of which he is the registered owner and under conditions that the assignee or transferee shall be bound by this Covenant; or
 - (b) Approving or ratifying the giving of a loan or advance by the Facilitator under Article 5 above; and
 - (c) Amendments under Article 13 below.

ARTICLE 10.
CHANGE OF FACILITATOR

- 10.1 The Co-owners may by Ordinary Resolution terminate and remove the Facilitator (in its capacity as Facilitator and not as a Co-owner) and appoint a new Facilitator in its place and stead. Such new Facilitator shall be bound by all of the terms of this Covenant and shall by a deed of adherence confirm that it is bound under this Covenant as if it was an

original signatory thereto. Upon termination, the Facilitator terminated shall forthwith upon request of the person designated in the resolution as the replacement Facilitator (the "**Designated Person**") do the following:

- (a) Deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation the register of Co-owners;
- (b) Execute and deliver such consents, acknowledgments, and assignments pertaining to the Property and any Planning, Development and Servicing Activities as the Designated Person may require;
- (c) Deliver the bank account or accounts containing the Development Fund to the control of the Designated Person;
- (d) Execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Co-owners from any liability, provided that:
 - (i) The release by the Facilitator shall not release the Co-owners from their obligation to continue to indemnify the Facilitator pursuant to Article 17 hereof; and
 - (ii) The Facilitator receives a release in form and content satisfactory to the Facilitator, acting reasonably, executed by the Designated Person, authorized to so do on the Co-owners behalf by resolution in general meeting releasing the Facilitator from any liability with respect to the Property and the Co-owners which resolution shall expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-owners;
- (e) Do all things necessary and execute all necessary documents and otherwise cooperate and assist to carrying out and giving effect to each of the actions set out above.

ARTICLE 11.

TRANSFERS OF INTEREST

- 11.1 No Co-owner shall sell, transfer, mortgage or otherwise encumber or dispose of his UFI in the Property, except in accordance with the provisions of this Agreement. The Facilitator shall record the names and address of the Co-owners, the UFIs held by each Co-owner and each UFI's private unique identification number and particulars of transfers of Interests.

- 11.2 UFI's may be assigned and transferred by a Co-owner or his agent duly authorized in writing if the following conditions are satisfied:
- (a) The transferor and transferee have delivered to the Facilitator an executed assignment and an executed registrable transfer form for the transfer of title to the transferee;
 - (b) The transferee has agreed in writing in such form as may be acceptable to the Facilitator, to be bound by the terms of this Covenant, to assume the obligations of the transferring Co-owner under this Covenant in respect of the UFI being assigned and transferred to him and have signed all instruments ancillary to this Covenant;
 - (c) The transferee delivers, or causes to be delivered to the Facilitator the form of Special Power of Attorney provided by the Facilitator, duly executed by the transferor and transferee authorizing the lawyers named therein to transfer title to the UFI being assigned and transferred, together with two picture identifications of each of the transferee and transferor duly notarized acceptable to such lawyer;
 - (d) The transferee pays such costs, expenses and disbursements, including legal fees as are reasonably incurred by the Facilitator by reason of the assignment and transfer and registration of the transferee as registered owner;
 - (e) The transferring Co-owner shall either provide the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-owner is not a U.S. Person as defined under Section Rule 902 k of the Securities Act;
- 11.3 When a transferee of an Interest is entitled to become a Co-owner pursuant to the provisions hereof, the Facilitator will:
- (a) Cause the Special Warranty Deed to be recorded with the appropriate county records and provide a copy of the recorded Special Warranty Deed to UFI;
 - (b) Record the transferee as Co-owner.

ARTICLE 12.

BOOKS AND RECORDS

- 12.1 The Facilitator will keep or cause to be kept and maintained on behalf of the Co-owners at the Facilitator's principal place of business in Southlake, Texas:
- (a) Full and accurate books of account and records reflecting the receipts and expenditures relating to the Property and;
 - (b) A register of Co-owners.

12.2 The register of Co-owners shall record:

- (a) The names of Co-owners being the registered title holders, from time to time, of the Property;
- (b) The private unique identification number(s) of the UFI (s) held by a Co-owner;
- (c) Country of residence of each Co-owner;
- (d) Address, telephone number, facsimile number and email address of each Co-owner.

12.3 The documents kept by the Facilitator shall be available for inspection by the Co-owners.

ARTICLE 13. AMENDMENTS

13.1 This Covenant may be amended in writing on the initiative of the Facilitator and by Special Resolution of the Co-owners provided that such amendment is solely for the purpose of:

- (a) Curing an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Facilitator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not substantially adversely affect the interests of the Co-owners or any one of them; or
- (b) Making such other provisions in regard to matters or questions arising under this Covenant which, in the reasonable opinion of the Facilitator, do not and will not substantially adversely affect the interest of the Co-owners or any one of them.

ARTICLE 14. DEVELOPMENT OF THE PROPERTY

14.1 The Facilitator may propose to the Co-owners a development plan that allows the Facilitator to develop and sell the Property in phases. If the Co-owners shall approve of such phased development proposal then the Facilitator shall be irrevocably entitled to proceed with such proposal, which shall form the basis of a development plan which shall be drawn up with the assistance of the Facilitator, subject to all such amendments as may generally be required to be made thereto in the discretion of the Facilitator.

ARTICLE 15.
SALE OF THE PROPERTY

- 15.1 An offer (the “Offer”) to purchase the Property or any portion or phase of the Property received by the Facilitator, which the Facilitator deems credible and on normal commercial terms, shall be presented to the Co-owners for decision. If such offer to purchase is accepted by the Co-owners by Special Resolution, then such Resolution shall authorize and be deemed to have authorized the Facilitator to accept the Offer as agent of the Co-owners which acceptance shall be binding upon all of the Co-owners.
- 15.2 The Co-owners covenant that the Facilitator shall have the right to purchase, exercisable by notice in writing to the Co-owners, within 14 days after the Co-owners have passed a Special Resolution to accept the Offer, to purchase the Property on the same terms and conditions as the Offer. If the Facilitator fails to give such notice within 14 days then the Facilitator shall accept the Offer and complete the transaction in accordance therewith on behalf of the Co-owners.

ARTICLE 16.
INCOME OR MARGIN TAX

- 16.1 The Purchaser hereby agrees to complete and execute the Application for IRS Employer Identification Number (“Form SS-4”), and authorizes Facilitator to file form SS-4 on the Purchaser’s behalf.
- 16.2 In executing this Agreement, the Purchaser authorizes Facilitator to apply for, execute and file (and to do all things incidental thereto) on behalf of the Purchaser any applicable tax forms required by the IRC and any regulations promulgated thereunder or required by the laws of the State of Texas that may be required in respect of any payment made to the Purchaser relating to the Purchaser’s Purchased Property or on the disposition of the Property or the Purchased Property.
- 16.3 The Purchaser hereby agrees that the Seller may withhold any income tax required under the IRC (including but not limited to FIRPTA) or any income or margin tax required by the laws of the State of Texas in respect of any payment made to the Purchaser relating to the Purchaser’s UFI, including, but not limited to, any payment made upon the Purchaser’s disposition of the UFI. This Agreement provides the Seller with a power of attorney and authorization to discuss matters relating to the Purchaser and the transactions of the Purchaser relating to the UFI with officials of the U.S. Internal Revenue Service and their Texas counterparts. This Agreement also provides the Seller with authorization to execute elections and other forms required by such authorities in respect of the Purchaser and the transactions of the Purchaser relating to the UFI.

- 16.4 The Purchaser agrees that it shall be solely liable for the filing of income tax returns and the payment of any income taxes required by the IRC or for the filing of income or margin tax returns and the payment of any income, branch or margin taxes required by the laws of the State of Texas, in excess of the Seller's withholding requirements under the IRC or the laws of the State of Texas, in connection with the purchase of the UFI by the Purchaser, distributions with respect of the UFI or a disposition of the UFI, all in accordance with the IRC or the laws of the State of Texas.
- 16.5 The covenants of the Purchaser set out in this Article 16 shall survive and shall not merge upon the recording of the Transfer and the completion of the transaction(s) contemplated in this Agreement.

ARTICLE 17.
RELEASE, INDEMNIFICATION AND LIMITATION OF LIABILITY

- 17.1 Each of the Co-owners, severally and not jointly or jointly and severally, expressly waives any claims against the Seller and the Facilitator and fully, finally completely and generally releases the Seller and the Facilitator, their predecessors, successors, subsidiaries, affiliates, officers, directors, managers, employees, agents, attorneys, attorneys in fact, accountants, and representatives ("Released Parties") from any and all claims, actions, demands, and/or causes of action arising under federal and state law, local regulation, or the common law, of whatever kind of character, damages or detriment, whether known or unknown, arising from, relating to, or in any way connected with this Agreement including but not limited to the Facilitator's filing of tax returns or other documents with any taxing authority. To the extent any claims cannot be waived or released by Co-owner such claims are irrevocably assigned to the Seller. To the extent any claims are not either released or assigned, Co-owner hereby agrees that in no event shall the Released Parties be liable to Co-owner or Co-owner's successors or assigns in an amount in excess of the purchase price paid by the Purchases for the Purchased Property.
- 17.2 Each Co-owner, severally and not jointly or jointly and severally, hereby agrees to indemnify and pay, and hold forever harmless the Seller and the Facilitator, their servants, agents, directors, officers, employees, affiliated companies, parent companies, subsidiaries, predecessors, successors in interest, beneficiaries, insurers, attorneys accountants, assigns, and all persons natural or corporate in privity with the Seller and Facilitator (the "Indemnified Parties") against any loss from any claim, demand, or action (including reasonable legal fees and disbursements) that may hereafter at any time be made or brought against the Seller and the Facilitator by on behalf of or through Co-owner, its affiliates, subsidiaries or successors, that result from or arise out of this Agreement including but not limited to the Facilitator's filing of tax returns or other documents with any taxing authority. This indemnity is intended to be broad and shall cover all causes of action including but not limited to claims for the Indemnified Parties

sole negligence or intentional acts and it is intended to meet the express negligence standard.

ARTICLE 18.
BECOMING A CO-OWNER

- 18.1 Each of the Co-owners agrees that, by his purchase of an UFI's from the Seller (regardless of whether he executed a counterpart of this Covenant) and completion of his acquisition pursuant to the Purchase Agreement, he shall be deemed to be a Co-owner, and the provisions of this Covenant shall constitute an agreement among the Seller, such Co-owner and all other Co-owners from time to time. The Co-owners acknowledge and agree that the Seller shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property, to whatever extent it wishes from time to time, and the Seller will therefore be a Co-owner to the extent that it retains any such Interest.

ARTICLE 19.
COMPETING INTERESTS

- 19.1 Each of the Co-owners and the Facilitator is enabled, without the consent of any of the others of them, to carry on any business activity of the same nature and competing with that of the Co-owners, and is not liable to account to each other.

ARTICLE 20.
NOTICES

- 20.1 Any notice, communication or payment required or permitted to be given to the Co-owners or anyone of them or the Facilitator shall be in writing and may be given by personal delivery or sent by courier service (delivery charges prepaid) or by mailing to same to be addressed as follows:

- (a) To the Facilitator at its respective mailing address;
- (b) To each Co-owner at his last address shown on the records maintained by the Facilitator or transmitted by fax or electronically as a PDF file to the fax number or email address provided by the Facilitator or a Co-owner.

Any notice, communication or payment delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the address on the day of delivery or, if mailed as aforesaid, shall be deemed to have been given to the address on seventh (7th) business day following the date of deposit thereof in the mail service, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail

services shall be considered a business day. Accidental or inadvertent omission or failure to give any notice, communication or payment required or permitted to be given to any Co-owner shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

Any notice or communications transmitted by fax or electronic mail before 5:00 p.m. (Texas Time) on a business Day (being any day of the week, other than a Saturday, Sunday or a day that is statutory holiday in United States), shall be deemed to have been given on such Business Day, and if transmitted by fax or electronic mail after 5:00 p.m. (Texas Time) on a Business Day, shall be deemed to have been given on the Business Day after the date of transmission.

ARTICLE 21.
FURTHER ACTS

- 21.1 The Co-owners covenant and agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Covenant and every part hereof.

ARTICLE 22.
BINDING EFFECT

- 22.1 Subject to the restrictions on assignment and transfer herein contained, this Covenant shall enure to the benefit of and be binding upon the Co-owners and their respective heirs, executors, administrators and other legal representatives, successors-in-title, assigns and transferees.

ARTICLE 23.
SEVERABILITY

- 23.1 Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

ARTICLE 24.
COUNTERPARTS

- 24.1 This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

ARTICLE 25.
REFERENCE DATE

- 25.1 This Agreement is dated for reference purposes as of the date of signature on the signature page.

ARTICLE 26.
TIME

- 26.1 Time shall be of the essence hereof.

ARTICLE 27.
GOVERNING LAW

- 27.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, in the Country of United States and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Texas, in the Country of United States.

ARTICLE 28.
NO INTENTION TO CREATE A PARTNERSHIP

- 28.1 The Co-owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for either legal, income tax, accounting or other purposes. The Co-owners further declare nothing herein is to be construed as a limitation of the powers or rights of any Co-owner to carry on its separate respective activities. Except for the Facilitator as contemplated in this Agreement, none of the Co-owners shall have the right to bind any of the other Co-owners, transact any business in any of the other Co-owners' names or on their behalf or incur any liability for or on behalf of any of the other Co-owners. The Co-owners agree that they shall each report their income or loss arising from the ownership of their interests, for both

accounting and income tax purposes, and to the applicable taxing authorities, as co-ventures independent of one another, and not as partners in a partnership.

ARTICLE 29.
TERMINATION

- 29.1 This Covenant shall remain in full force and effect until the title to the Property and all subdivisions thereof are transferred to a Third-party owner and thereafter shall continue to be binding on those Co-owners who transferred their title to the Third-party owner until monies (including the balance of the Development Fund, if any and sales proceeds) are distributed by the Facilitator proportionately to the Co-owners. All Third-party owners shall not be bound by this Covenant and this Covenant shall be released as to each subdivision of the Property upon the transfer of the subdivision to the Third-party owner.

ARTICLE 30.
ENTIRE AGREEMENT

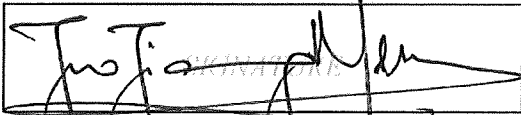
- 30.1 This Covenant, sets forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Covenant, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated.

ARTICLE 31.
RECORDING

- 31.1 The Purchaser acknowledges and agrees that the Seller may, in its sole discretion, not record this Restrictive Covenant but may refer to it in a recorded document against the Property.

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EXECUTED at _____, on the _____ day of May, 2014.



PURCHASER: HILLS OF WINDRIDGE A2A LP

as represented by DIRK FOO, Trustee, Director and President of Hills of Windridge A2A GP Inc.

ACKNOWLEDGEMENT

Before me, _____ on this day personally appeared DIRK FOO, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and that he is the **TRUSTEE** of **HILLS OF WINDRIDGE A2A LP**, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D., _____.

Notary Public

(SEAL)

Printed Name: _____

My Commission Expires: _____

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ACCEPTANCE

The Seller hereby accepts the terms of this Covenant. Notwithstanding anything contained in this Agreement to the contrary, the undersigned hereby acknowledges and confirms that this Agreement shall be deemed to be dated as of the Effective Date set out below.

Executed at Tarrant on the _____ day of JUN 10 2014 (the "Effective Date").



By: Windridge A2A Developments, LLC

Name: JEFF PETERSON
AUTHORIZED SIGNING OFFICER

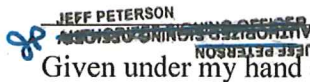
Title: _____

Date: JUN 10 2014

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on the _____ day of JUN 10 2014 2014 by

 **JEFF PETERSON**
AUTHORIZED SIGNING OFFICER
Given under my hand and seal of office this

JUN 10 2014 day of _____, A.D.,

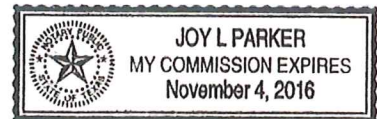


Notary Public

(SEAL)

Printed Name: _____

My Commission Expires: _____



AFTER RECORDING RETURN TO:

Jeffrey C. Tasker
Tasker & Peterson, PLLC
4325 Windsor Centre Trail; Suite 600
Flower Mound, Texas 75028

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EXHIBIT "A"

Legal Description of Property

TRACT 1

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

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

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

- (1) N 81°16'29" W, ALONG THE NORTH LINE OF SAID W.S.I.S.D. TRACT, DEPARTING THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 677.69 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID W.S.I.S.D. TRACT;
- (2) S 08°41'54" W, ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT, 28.83 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER&BURGESS INC.", SAID IRON ROD BEING AN THE BEGINNING OF A CURVE TO THE LEFT;
- (3) SOUTHWESTERLY, AN ARC LENGTH OF 81.24 FEET ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,166.00 FEET, A DELTA ANGLE OF 3°59'31", AND A CHORD BEARING S 06°43'21" W, 81.22 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S 88°44'28" E, 269.41 FEET TO A POINT;

THENCE S 81°16'29" E, 142.33 FEET TO A POINT IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 9206, PAGE 1789, DEED RECORDS,

TARRANT COUNTY, TEXAS (D.R.T.C.T.), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

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

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

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

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

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

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

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

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

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

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

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

(6) S 68°49'52" E, 467.71 FEET TO A 60D NAIL FOUND IN THE SOUTH LINE OF SAID LOT 9 OF SAID BLOCK 8;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 27°05'28" E, 450.00 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEARS N 76°35' E, 2.4 FEET;

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

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

TRACT 3

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

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

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

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

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

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

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

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

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

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EXHIBIT "B"

NOTICE REQUISTIONING AN ORDINARY RESOLUTION

By Co-owners

NOTICE IS HEREBY GIVEN that the undersigned Co-owner(s) holding 15% or more of the Undivided Fractional Interests requisitions a general meeting of all Co-owners, to consider and if thought fit to approve the Resolution(s) attached hereto **by no later than** the ____ day of _____ , (the "**Return Date**").

Dated the ____ day of _____ ,

Signed:

Name :

Undivided Fractional Interest(s) Unique Identification No(s):

By Facilitator

NOTICE IS HEREBY GIVEN that a general meeting of Co-owners will be held at [address] on [date] at [time] to consider and if thought fit to approve the Resolution(s) attached as Appendix I. Included in this Notice is a proxy form.

Dated the ____ day of _____ ,

Signed:

for and on behalf of the Facilitator

Name:

Title:

I have authority to bind the Corporation.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TASKER & PETERSON 492, JEFFREY C TASKER
4325 WINDSOR CENTRE TRAIL STE 600
FLOWER MOUND, TX 75028

Submitter: TASKER & PETERSON

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 7/7/2014 2:56 PM

Instrument #: D214143173

OPR

32

PGS

\$136.00

By: _____

Mary Louise Garcia

D214143173

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

HILLS OF WINDRIDGE A2A LP as represented by DIRK FOO, Trustee, Director and President of Hills of Windridge A2A GP Inc., with its address at 250 FERRAND DRIVE, SUITE 888, TORONTO, CANADA M3C 3G8

("Principal") does hereby name, constitute and appoint **Windridge A2A Developments, LLC** or any duly authorized representative of **Windridge A2A Developments, LLC**, a Texas limited liability company with principal offices at 548 Silicon Drive, Suite 100, Southlake, Texas 76092, USA who may be appointed and authorized by its board of directors, as its true and lawful attorney-in-fact, (herein called "Attorney") with authority to act singly, for Principal and in Principal's name, place and stead, to do and perform any or all of the following acts and things, to wit:

1. In connection with real property currently owned by Principal or acquired by Principal after the date hereof, being legally described as a 170 /4412 undivided fractional tenant-in-common interest in real property located in, Tarrant County, Texas and legally described as set forth on Exhibit "A" attached hereto (the "Property"), to negotiate, sign, execute and deliver all documents incident to the purchase, ownership, management, use and any subsequent sale of the Property.
2. In connection with the purchase, ownership, management and any subsequent sale of the Property in its name of the Property, to do such other things as may be necessary and desirable to accomplish the foregoing.

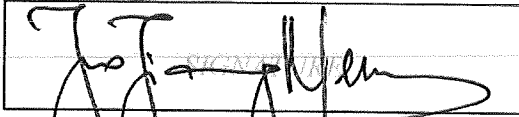
HEREBY GIVING AND GRANTING unto its said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said Attorney shall lawfully do or cause to be done by virtue of these presents, subject to the law and to any conditions or restrictions contained in this document.

3. **THIS POWER OF ATTORNEY** is subject to the following conditions and restrictions:
 - (a) The power of attorney shall be exclusively for the purposes of:
 - (i) Negotiating and executing all documents concerning the purchase and/or sale of the Property, including, without limitation:
 - (A) Entering into any agreements of purchase and/or sale pertaining to the whole or any part or parts of the Property in accordance with the terms and conditions of the Restrictive Covenant that it entered into in connection with the real property by Principal, and any modifications, extensions, amendments, renewals or replacements thereof, which may be effected or entered into from time to time (collectively, "Agreements of Purchase and Sale"); and

- (B) Executing all instruments, deeds, agreements, elections, designations, restrictive covenants, tax returns and similar or related documents necessary for the completion of any transaction contemplated in any such Agreements of Purchase and Sale, and taking all steps and doing all things as may be necessary to complete any transaction contemplated therein;
- (ii) Negotiating and executing all documents and entering into any applications to appropriate authorities or appeals related thereto, and taking all steps and doing all things as may be necessary to facilitate any development and/or redevelopment of the whole or any part or parts of the Property, including, without limitation:
 - (A) Entering into any development, servicing and/or site plan agreements or similar documents with appropriate authorities respecting the whole or any part or parts of the Property, and any modifications, extensions, amendments, renewals or replacements thereof, which may be effected or entered into from time to time; and
 - (B) Executing all instruments, easements, rights in the nature of an easement, deeds, agreements, undertakings, applications, appeals and similar or related documents respecting site plan approval, the issuance or building permits, or rezoning or official plan amendment relating to the whole or any part or parts of the Property as may be necessary to facilitate any development and/or redevelopment of the whole or any part or parts of the Property;
- (iii) Negotiating and executing any and all leases, agreements to lease or other occupancy or tenancy agreements or legally binding and enforceable letters of interest or offers to lease relating to the whole or any part or parts of the Property and all existing or future licenses or concessions whereby any person is given the right to use or occupy the Property or any part thereof, including, without limitation, all modifications, extensions, amendments, renewals or replacements thereof which may be effected or entered into from time to time; and
- (iv) Negotiating and executing all restrictive covenants which may be applicable to purchase, development or use of the Property including, without limitation, all modifications, extensions, amendments, renewals or replacements thereof which may be effected or entered into from time to time.

- (b) In addition, it hereby gives and grants unto said Attorney the full power and authority to:
- (i) Execute a revocable trust agreement with one or more individual trustees who is neither a U.S. Citizen nor a U.S. resident as its Attorney shall select, which shall provide that all income and principal shall be paid to Principal, to some person for its benefit or applied for its benefit in such amounts as it or its Attorney shall request or as the trustee or trustees shall determine, and that upon its dissolution or liquidation any remaining income and principal shall be paid to the persons listed on any beneficiary designation form it may execute, or to a successor Trust;
 - (ii) Execute beneficiary designation forms identifying one or more beneficiaries who is neither a U.S. Citizen nor a U.S. resident as its Attorney shall select;
 - (iii) Revoke any such revocable trust or amend any such revocable trust agreement at any time and from time to time; provided, however, that any amendment by Attorney must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement and;
 - (iv) Deliver and convey the Property to the trustee or trustees of any such revocable trust for the purpose of funding such trust, and to execute such instruments, documents, and papers to effect such transfer of the Property as may be necessary, appropriate incidental or convenient.
- (c) This power of attorney shall give and grant unto said Attorney the full power and authority to substitute and appoint, from time to time, an attorney or attorneys under it, with equal or more limited powers and authority, as Attorney may deem fit, and to appoint or remove such substitute or substitutes at its pleasure.
- (d) Principal hereby binds itself, and its heirs, executors, administrators, devisees, successors, assigns and personal representatives to indemnify the Attorney hereunder, and any successor attorney, against any and all claims, losses, damages, actions and causes of action, including expenses, costs and reasonable lawyers' fees that the Attorney at any time may sustain or incur in connection with carrying out the powers and authority granted by this power of attorney.
- (e) This power of attorney shall not be affected by any transfer of the whole or any part or parts of the Property by Principal or its Attorney to a trust that is revocable by Principal, and this power of attorney shall remain and continue in full force and effect with respect to the whole or any part or parts of the Property that may be transferred back to Principal after having been transferred to any such trust as if such transfer to such trust had never occurred.
- (f) This Special Power of Attorney is effective upon execution.

IN WITNESS WHEREOF, I have signed and sealed this Special Power of Attorney at _____ on this _____ day of April, 2014.



PURCHASER: **HILLS OF WINDRIDGE A2A LP**
as represented by DIRK FOO, Trustee, Director and President of Hills of Windridge A2A GP Inc.

ACKNOWLEDGEMENT

Before me _____ on this day personally appeared DIRK FOO individually and as Trustee of the **HILLS OF WINDRIDGE A2A LP**, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this _____ day of _____, A.D., _____.

Notary Public

(SEAL)

Printed Name: _____

My Commission Expires:

Name: _____

Title: _____

Date: _____

AFTER RECORDING RETURN TO:

Jeffrey C. Tasker
Tasker & Peterson, PLLC
4325 Windsor Centre Trail; Suite 600
Flower Mound, Texas 75028

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EXHIBIT "A"

To the Special Power of Attorney

Legal Description of Property

TRACT 1

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

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

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

- (1) N 81°16'29" W, ALONG THE NORTH LINE OF SAID W.S.I.S.D. TRACT, DEPARTING THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 677.69 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID W.S.I.S.D. TRACT;
- (2) S 08°41'54" W, ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT, 28.83 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER&BURGESS INC.", SAID IRON ROD BEING AN THE BEGINNING OF A CURVE TO THE LEFT;
- (3) SOUTHWESTERLY, AN ARC LENGTH OF 81.24 FEET ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,166.00 FEET, A DELTA ANGLE OF 3°59'31", AND A CHORD BEARING S 06°43'21" W, 81.22 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S 88°44'28" E, 269.41 FEET TO A POINT;

THENCE S 81°16'29" E, 142.33 FEET TO A POINT IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE

WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 9206, PAGE 1789, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

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

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

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

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

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

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

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

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

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

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

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

(6) S 68°49'52" E, 467.71 FEET TO A 60D NAIL FOUND IN THE SOUTH LINE OF SAID LOT 9 OF SAID BLOCK 8;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 27°05'28" E, 450.00 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEARS N 76°35' E, 2.4 FEET;

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

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

TRACT 3

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

BEGINNING AT A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID TRACT 2, THE -

NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMT INVESTORS LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NUMBER D206280509, O.P.R.T.C.T., AND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TANNAHILL RANCH SURFACE PARTNERSHIP, LTD., RECORDED IN INSTRUMENT NUMBER D209144492, O.P.R.T.C.T.;

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

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

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

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

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

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

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

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TASKER & PETERSON 492, JEFFREY C TASKER
4325 WINDSOR CENTRE TRAIL STE 600
FLOWER MOUND, TX 75028

Submitter: TASKER & PETERSON

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 7/7/2014 2:56 PM

Instrument #: D214143174

POA

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PGS

\$52.00

By: _____

Mary Louise Garcia

D214143174

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

REVOCABLE TRUST AGREEMENT (PURCHASE TRUST)

THIS TRUST AGREEMENT (this "Agreement") is made and entered into at _____ on _____ by HILLS OF WINDRIDGE A2A LP as represented by DIRK FOO, Trustee, Director and President of Hills of Windridge A2A GP Inc., with REGISTRATION NO. _____ of 250 FERRAND DRIVE, SUITE 888, TORONTO, CANADA M3C 3G8 (the "Settlor" and the "Trustee"). The trust established by this Agreement (the "Trust") shall be known as **HILLS OF WINDRIDGE A2A LP Revocable Trust**.

Settlor hereby transfers to the Trustee a 170 / 4412 undivided tenant-in-common interest in the real property described on Exhibit "A" attached hereto (the "Property"). The Trustee acknowledges receipt of the Property and agrees to hold the Property and any proceeds from the sale or disposition thereof, in trust, for the following purposes and under the following terms and conditions:

ARTICLE ONE

REVOCABILITY; ADOPTION OF PROPERTY PURCHASE & SALE AGREEMENTS

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

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

ARTICLE TWO

DISPOSITION PROVISIONS

Section A. Prior to the Disposition of the Property. For so long as the Settlor has not filed for bankruptcy, liquidated or dissolved, the Trustee shall pay all of the net income of the Trust to Settlor, at least annually. The Trustee shall distribute such portions or all of the principal of the Trust to Settlor as Settlor may from time to time direct.

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

ARTICLE THREE

PROVISIONS FOLLOWING SETTLOR'S BANKRUPTCY, LIQUIDATION OR DISSOLUTION

Section A. Primary Disposition of Trust Assets. If **1st Named Beneficiary** or **2nd Named Beneficiary** or **3rd Named Beneficiary** are surviving at the time Settlor initiates liquidations, dissolution or bankruptcy proceedings ("Event of Termination"), the Trustee shall distribute any undistributed net income of the Trust to, and retain the Property in a Successor Trust for the benefit of, **1st Named Beneficiary**, or if **1st Named Beneficiary** is not surviving at the time of an Event of Termination, **2nd Named Beneficiary**, or if **2nd Named Beneficiary** is not surviving, **3rd Named Beneficiary**, and hold and administer the Property in accordance with the provisions under Article Four, Section A.

Section B. Default Disposition of Trust Assets. If none of the group consisting of **1st Named Beneficiary** and **2nd Named Beneficiary** and **3rd Named Beneficiary** is surviving at the time of an Event of Termination, the Trustee shall distribute the Property and any undistributed net income therefrom to the Settlor's creditor and if no creditors exist or may be identified to the equity owners of the Settlor at the time of the Event of Termination.

ARTICLE FOUR

TRUST PROVISIONS

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

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

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

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

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

ARTICLE FIVE

TRUSTEES

Section A. Appointment of Trustees.

1. **For Initial Trust.** If **HILLS OF WINDRIDGE A2A LP** ceases to serve as the Trustee of the Trust for any reason, the successor Trustee shall be the person designated by Settlor to be the **1st Named Beneficiary** under Article Three, or if the **1st Named Beneficiary** fails to qualify or ceases to serve as the Trustee of the Trust for any reason or is not designated by Settlor, the

person designated by Settlor to be the **2nd Named Beneficiary** under Article Three, or if the **2nd Named Beneficiary** fails to qualify or ceases to serve as the Trustee of the Trust for any reason or is not designated by Settlor, or any other successor Trustee fails to qualify or ceases to serve as the Trustee of the Trust for any reason, the successor Trustee shall be the individual Non-U.S. Person designated in a written instrument executed by the Facilitator.

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

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

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

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

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

6. Removal of Trustee.

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

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

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

Section B. Determinations. Subject to Section A(3), if (i) there are two persons serving as the Co-Trustees of any trust being administered hereunder, they shall act by unanimous decision, or (ii) there are more than two persons serving as the Co-Trustees of any trust being administered hereunder, they shall act by majority decision; *provided, however*, notwithstanding (i) and (ii),

above, whenever the Trustee is required to vote or otherwise act with respect to any decision concerning the Property in conjunction with the other owners of undivided interests in the real property in which the Trust or any Successor Trust being administered hereunder holds an undivided interest through its ownership of the Property, the Trustee shall vote or act as directed by Settlor, or if Settlor is not then living, by the Beneficiary of the Successor Trust that then owns the Property.

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

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

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

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

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

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

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

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

ARTICLE SIX

TRUSTEE POWERS AND PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Distribution.

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

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

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

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

ARTICLE SEVEN **VESTING OF INTERESTS**

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

ARTICLE EIGHT **CONSTRUCTION PROVISIONS**

Section A. Definitions.

1. **Distribute.** "Distribute" means "pay to or apply for the benefit of."
2. **Non-U.S. Person.** A "Non-U.S. Person" is a person who is not a United States Person within the meaning under Rule 902 of the United States Securities Act of 1933, as amended.
3. **Successor Trust.** "Successor Trust" means each trust established under this Agreement with a beneficiary other than Settlor.

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

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

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

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

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

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

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

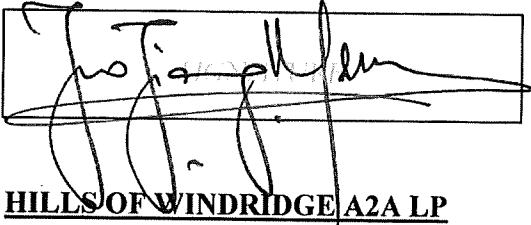
WITNESS:

Witness Signature

Print Name of Witness

Date: _____

SETTLOR and TRUSTEE:

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Dirk Foo" with a stylized flourish at the end.

HILLS OF WINDRIDGE A2A LP

as represented by DIRK FOO, Trustee, Director and President of Hills of Windridge A2A GP Inc.

Date: _____

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Exhibit "A"

To the Revocable Trust Agreement

Legal Description of Property

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN

TRACT 1

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

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

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

- (1) N 81°16'29" W, ALONG THE NORTH LINE OF SAID W.S.I.S.D. TRACT, DEPARTING THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 677.69 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID W.S.I.S.D. TRACT;
- (2) S 08°41'54" W, ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT, 28.83 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER&BURGESS INC.", SAID IRON ROD BEING AN THE BEGINNING OF A CURVE TO THE LEFT;
- (3) SOUTHWESTERLY, AN ARC LENGTH OF 81.24 FEET ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,166.00 FEET, A DELTA ANGLE OF 3°59'31", AND A CHORD BEARING S 06°43'21" W, 81.22 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

THENCE N 00°25'08" W, ALONG THE WEST LINE OF SAID WATER PIPELINE EASEMENT, 280.03 FEET TO A POINT;
 THENCE S 89°37'17" E, DEPARTING THE WEST LINE OF SAID WATER PIPELINE EASEMENT, 458.11 FEET TO A POINT;
 THENCE S 88°39'53" E, 60.02 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
 THENCE SOUTHEASTERLY, AN ARC LENGTH OF 130.09 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 15°51'33", AND A CHORD BEARING S 04°50'27" E, 129.68 FEET TO A POINT;
 THENCE S 12°46'14" E, 82.73 FEET TO A POINT;
 THENCE N 77°13'46" E, 51.47 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;
 THENCE NORTHEASTERLY, AN ARC LENGTH OF 202.59 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, A DELTA ANGLE OF 21°29'44", AND A CHORD BEARING N 87°58'39" E, 201.41 FEET TO A POINT;
 THENCE S 81°16'29" E, 696.03 FEET TO A POINT;
 THENCE N 08°44'50" E, 298.63 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF FUTURE WHITE SETTLEMENT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);
 THENCE S 81°11'37" E, ALONG THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD, 170.00 FEET TO A POINT IN THE EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF SAID BLOCK 4;
 THENCE S 08°44'50" W, DEPARTING THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD, 468.39 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.672 ACRES (421,327 SQ. FT.) OF LAND, MORE OR LESS.

TRACT 2

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

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

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

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

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

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

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

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

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

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

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

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

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 93.34 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF

470.00 FEET, A DELTA ANGLE OF 11°22'41", AND A CHORD BEARING OF S 07°04'53" E, 93.18 FEET TO A POINT;

THENCE S 88°44'28" E, 269.41 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

(6) S 68°49'52" E, 467.71 FEET TO A 60D NAIL FOUND IN THE SOUTH LINE OF SAID LOT 9 OF SAID BLOCK 8;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 27°05'28" E, 450.00 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEARS N 76°35' E, 2.4 FEET;

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

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

TRACT 3

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

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

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

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

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

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

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

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

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

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Exhibit "B"
To the Revocable Trust Agreement
Copy of Beneficiary Designation Form

(See Attached)

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**REVOCABLE TRUST AGREEMENT
BENEFICIARY DESIGNATION FORM**

Acting in accordance with the right I retained under Article One, Section A of the _____ **Revocable Trust Agreement ("My Trust Agreement")**, which I executed on the date hereof or prior to the date hereof to establish the _____ **Revocable Trust ("My Revocable Trust")**, I hereby amend the provisions of My Trust Agreement, as follows:

I hereby direct that the following named person or persons shall be the named successor beneficiary or beneficiaries under Article Three and Article Four of My Trust Agreement following my dissolution, and that my wishes expressed hereby be incorporated by reference into My Trust Agreement:

1. The **1st Named Beneficiary**, the primary beneficiary under My Revocable Trust following my dissolution, shall be (in case of Joint Tenancy, the 1st Named Beneficiary must be the Joint-Tenant(s)) (Name, ID No and Address) _____

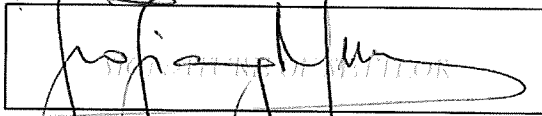
2. The **2nd Named Beneficiary**, the secondary beneficiary under My Revocable Trust following my dissolution if the primary beneficiary named under item 1, above, is not then living, shall be (Name, ID No and Address) _____

WITNESS:

Witness Signature

Print Name of Witness

SETTLOR:



HILLS OF WINDRIDGE A2A LP

as represented by FOO TIANG MENG DIRK ROBERT as Trustee

Date: _____

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Exhibit "C"

To the Revocable Trust Agreement

Copy of Beneficiary Designation Form for the Successor Trust – Not Required to Sign

(See Attached)

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REVOCABLE TRUST AGREEMENT

**BENEFICIARY DESIGNATION FORM FOR THE SUCCESSOR TRUST
ESTABLISHED UNDER ARTICLE FOUR, SECTION A**

Acting in accordance with the right granted to me under Article Four, Section A(2) of the _____ **Revocable Trust Agreement** (the "**Trust Agreement**"), executed prior to the date hereof to establish the _____ **Revocable Trust** (the "**Revocable Trust**"), and with respect to the successor trust established under the Revocable Trust for my benefit ("**My Successor Trust**") on the date hereof or prior to the date hereof, I hereby amend the provisions of the Trust Agreement concerning My Successor Trust, as follows:

I hereby direct that the following named person or persons shall be the named successor beneficiary or beneficiaries of My Successor Trust under Article Four of the Trust Agreement following my dissolution, and that my wishes expressed hereby be incorporated by reference into the Trust Agreement.

1. The **2nd Named Beneficiary**, the primary beneficiary under My Successor Trust following my dissolution, shall be (Name, ID No and Address) _____

2. The **3rd Named Beneficiary**, the secondary beneficiary under My Successor Trust following my dissolution if the primary beneficiary named under item 1, above, is not then living, shall be (Name, ID No and Address) _____

3. The **4th Named Beneficiary**, the tertiary beneficiary under My Successor Trust following my dissolution if the primary beneficiary named under item 1 and the secondary beneficiary named under item 2, above, are not then living, shall be (Name, ID No and Address) _____

WITNESS:

Witness Signature

Print Name of Witness

BENEFICIARY:

Date: _____

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

SPECIAL WARRANTY DEED (PURCHASE)

Date: _____ 2014

Grantor: **WINDRIDGE A2A DEVELOPMENTS, LLC**

Grantor's Mailing Address:

548 Silicon Drive,

Suite 100, Southlake,

Texas 76092, USA

Grantee: **HILLS OF WINDRIDGE A2A LP**

Trustee of the **HILLS OF WINDRIDGE A2A LP** Revocable Trust

Grantee's Mailing Address:

c/o A2A Capital Management USA, LLC

P.O. Box 96105

Southlake, TX

U.S.A

For the consideration of Ten Dollars, and other valuable considerations, Windridge A2A Developments, LLC a Texas limited liability company, ("Grantor"), does hereby grant, sell and convey to **HILLS OF WINDRIDGE A2A LP**, Trustee of the **HILLS OF WINDRIDGE A2A LP** Revocable Trust ("Grantee"), the surface only of the following real property situated in the County of Tarrant, State of Texas, together with all rights and privileges appurtenant thereto, to wit:

A 170 / 4412 undivided tenant-in-common interest in that certain real property described in Schedule "A" attached hereto and made part hereof (the "Property").

SUBJECT TO: Existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, specifically including but not limited to the covenants contained in the Restrictive Covenant, Instrument Number D212233062 dated September 21, 2012; the First Amended Restrictive Covenant Instrument Number D212235960 dated September 25, 2012, and any

Restrictive Covenants recorded by Hills of Windridge A2A LP in the Official Records, Tarrant County, Texas, said covenants being incorporated herein for all purposes; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of Tarrant County; and current taxes and assessments, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes ("Permitted Encumbrances").

RESERVATION OF MINERALS: Grantor specifically reserves for itself, its successors and assigns, any and all oil, gas, and other mineral rights located within the boundaries of the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

TO HAVE AND TO HOLD said Property unto **HILLS OF WINDRIDGE A2A LP**, Trustee of the **HILLS OF WINDRIDGE A2A LP** Revocable Trust, in trust, as the same may be amended from time to time, in fee simple, but subject to the following uses and trusts:

That the Grantee shall have full power, right and authority hereby granted unto Grantee, and Grantee's successors in trust, to control, rent, lease, improve, exchange, mortgage, encumber, sell and/or convey the Property, either in whole or in part, at such time or times and on such terms and conditions and for such consideration, or no consideration, as the Grantee may, in the discretion of the Grantee deem advantageous, with the further right to subdivide and re-subdivide said Property and to dedicate such portions thereof for public use as the Grantee shall deem desirable, together with the right to grant licenses and easements for utility or other purposes across, over and under said Property, and Grantee is hereby empowered to execute, acknowledge and deliver such deed, deeds of trust, leases and other instruments necessary to carry out the foregoing powers, and there shall be no obligation or liability upon any purchaser or purchasers, lessee or lessees of said Property, or any part thereof, or upon any party or parties making any loans secured by deed or deeds of trust upon said Property, or any part thereof, to see to the proper application of the proceeds of such sale, lease or loan.

Every deed, deed of trust, lease or other instrument executed by Grantee, or Grantee's successors in trust, on behalf of the trusts identified herein and in relation to the Property described herein shall be conclusive evidence in favor of every person claiming any right, title, or interest thereunder that: (i) at the time of the delivery of such instrument the trusts were in full force and effect; (ii) such instruments were executed in accordance with the terms and conditions and are binding upon all beneficiaries under said trusts; and (iii) if such instruments are executed by successors in trust to Grantee that such successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of Grantee provided such successors in trust certify in said instruments that such successors in trust have been properly appointed.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF THE CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER FROM GRANTOR AS TO ITS CONDITION, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY BASED SOLELY ON GRANTEE'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY GRANTOR OR GRANTOR'S AGENTS AS TO THE CONDITION OF THE PROPERTY. ANY INFORMATION THAT GRANTOR OR ANY OTHER PARTY MAY HAVE DELIVERED TO GRANTEE IS FURNISHED WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

Grantor hereby binds itself and its successors and assigns to warrant and defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

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IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the JUN 10 2014
day of JUN 10 2014, 2014.

GRANTOR: [Signature]

By: Windridge A2A Developments, LLC

Name: Jeff Peterson

Title: EVP

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on JUN 10 2014 by
the VP of

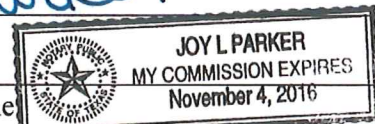
JEFF PETERSON
AUTHORIZED SIGNING OFFICER

Windridge A2A Development, LLC

[Signature]
Notary Public

Print Notary's Name

My commission expires: _____



AFTER RECORDING RETURN TO:

Jeffrey C. Tasker
Tasker & Peterson, PLLC
4325 Windsor Centre Trail; Suite 600
Flower Mound, Texas 75028

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SCHEDULE "A"

To the Special Warranty Deed

Legal Description of Property

TRACT 1

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

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

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

- (1) N 81°16'29" W, ALONG THE NORTH LINE OF SAID W.S.I.S.D. TRACT, DEPARTING THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 677.69 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID W.S.I.S.D. TRACT;
- (2) S 08°41'54" W, ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT, 28.83 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER&BURGESS INC.", SAID IRON ROD BEING AN THE BEGINNING OF A CURVE TO THE LEFT;
- (3) SOUTHWESTERLY, AN ARC LENGTH OF 81.24 FEET ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,166.00 FEET, A DELTA ANGLE OF 3°59'31", AND A CHORD BEARING S 06°43'21" W, 81.22 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S 88°44'28" E, 269.41 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

(6) S 68°49'52" E, 467.71 FEET TO A 60D NAIL FOUND IN THE SOUTH LINE OF SAID LOT 9 OF SAID BLOCK 8;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 27°05'28" E, 450.00 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEARS N 76°35' E, 2.4 FEET;

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

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

TRACT 3

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

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

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

- (4) N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 2,126.46 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO EAST GATE PROPERTIES, INC., RECORDED IN INSTRUMENT NUMBER D206412166, O.P.R.T.C.T.;

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

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

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

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

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

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

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TASKER & PETERSON 492, JEFFREY C TASKER
4325 WINDSOR CENTRE TRAIL STE 600
FLOWER MOUND, TX 75028

Submitter: TASKER & PETERSON

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 7/7/2014 2:56 PM

Instrument #: D214143175

WD

12

PGS

\$56.00

By: _____

Mary Louise Garcia

D214143175

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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

SPECIAL WARRANTY DEED (SALE)

Date: _____

Grantor: **HILLS OF WINDRIDGE A2A LP**
Trustee of the **HILLS OF WINDRIDGE A2A LP** Revocable Trust

Grantor's Mailing Address:

250 FERRAND DRIVE, SUITE 888, TORONTO, CANADA M3C 3G8

Grantee: **FOO TIANG MENG DIRK ROBERT,**
Trustee of the **HILLS OF WINDRIDGE** TRUST

Grantee's Mailing Address:

c/o 80 Raffles Place #34-20

UOB Plaza 2

Singapore 048624

For the consideration of Ten Dollars, and other valuable considerations, DIRK FOO, Trustee of the HILLS OF WINDRIDGE A2A LP Revocable Trust, ("Grantor"), does hereby grant, sell and convey to FOO TIANG MENG DIRK ROBERT, the Trustee of The Hills of Windridge Trust ("Grantee"), the surface only of the following real property situated in the County of Tarrant State of Texas, together with all rights and privileges appurtenant thereto, to wit:

A 170 / 4412 undivided tenant-in-common interest in that certain real property described in Schedule "A" attached hereto and made part hereof (the "Property").

SUBJECT TO: Existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, specifically including but not limited to the covenants contained in the Restrictive Covenant Instrument Number D212233062 dated September 21, 2012; the First Amended Restrictive Covenant Instrument Number D212235960 dated September 25, 2012, and any Restrictive Covenants recorded by Hills of Windridge A2A LP recorded in the Official Records, Tarrant Country, Texas, said covenants being incorporated herein for all purposes; validly

existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of Tarrant County; and current taxes and assessments, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes ("Permitted Encumbrances").

TO HAVE AND TO HOLD said Property unto Grantee in fee simple, but subject to the following uses:

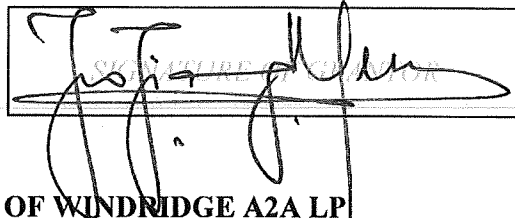
That the Grantee shall have full power, right and authority hereby granted unto Grantee, and Grantee's successors, to control, rent, lease, improve, exchange, encumber, sell and/or convey the Property, either in whole or in part, at such time or times and on such terms and conditions and for such consideration, or no consideration, as the Grantee may, in the discretion of the Grantee deem advantageous, with the further right to subdivide and re-subdivide said Property and to dedicate such portions thereof for public use as the Grantee shall deem desirable, together with the right to grant licenses and easements for utility or other purposes across, over and under said Property, and Grantee is hereby empowered to execute, acknowledge and deliver such deed, deeds of trust, leases and other instruments necessary to carry out the foregoing powers, and there shall be no obligation or liability upon any purchaser or purchasers, lessee or lessees of said Property, or any part thereof, or upon any party or parties making any loans secured by deed or deeds of trust upon said Property, or any part thereof, to see to the proper application of the proceeds of such sale, lease or loan.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF THE CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER FROM GRANTOR AS TO ITS CONDITION, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY BASED SOLELY ON GRANTEE'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY GRANTOR OR GRANTOR'S AGENTS AS TO THE CONDITION OF THE PROPERTY. ANY INFORMATION THAT GRANTOR OR ANY OTHER PARTY MAY HAVE DELIVERED TO GRANTEE IS FURNISHED WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

Grantor hereby binds itself and its successors and assigns to warrant and defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the
_____ day of _____, 2014.

GRANTOR:

A rectangular box containing a handwritten signature in black ink. The signature appears to be 'Dirk Foo' with a stylized flourish at the end. Faint, mirrored text 'SIGNATURE OF GRANTOR' is visible in the background of the box.

HILLS OF WINDRIDGE A2A LP
as represented by DIRK FOO, Trustee,
Director and President of
Hills of Windridge A2A GP Inc.

ACKNOWLEDGEMENT

Before me _____ on this day personally appeared DIRK FOO, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D., _____.

Notary Public

(SEAL)

Printed Name: _____

My Commission Expires:

Name: _____

Title: _____

Date: _____

AFTER RECORDING RETURN TO:

Jeffrey C. Tasker
Tasker & Peterson, PLLC
4325 Windsor Centre Trail; Suite 600
Flower Mound, Texas 75028

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EXHIBIT "A-1"

To the Special Warranty Deed

Legal Description of Property

TRACT 1

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

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

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

- (1) N 81°16'29" W, ALONG THE NORTH LINE OF SAID W.S.I.S.D. TRACT, DEPARTING THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 677.69 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID W.S.I.S.D. TRACT;
- (2) S 08°41'54" W, ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT, 28.83 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER&BURGESS INC.", SAID IRON ROD BEING AN THE BEGINNING OF A CURVE TO THE LEFT;
- (3) SOUTHWESTERLY, AN ARC LENGTH OF 81.24 FEET ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,166.00 FEET, A DELTA ANGLE OF 3°59'31", AND A CHORD BEARING S 06°43'21" W, 81.22 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S 88°44'28" E, 269.41 FEET TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

(6) S 68°49'52" E, 467.71 FEET TO A 60D NAIL FOUND IN THE SOUTH LINE OF SAID LOT 9 OF SAID BLOCK 8;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 27°05'28" E, 450.00 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEARS N 76°35' E, 2.4 FEET;

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

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

TRACT 3

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

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

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

- (4) N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 2,126.46 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO EAST GATE PROPERTIES, INC., RECORDED IN INSTRUMENT NUMBER D206412166, O.P.R.T.C.T.;

(5) N 89°13'56" E, AT 30.00 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", AND CONTINUING IN ALL A TOTAL DISTANCE OF 660.16 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHEAST CORNER OF SAID EAST GATE TRACT;

(6) N 00°46'04" W, 660.00 FEET TO A 1/2" IRON ROD FOUND BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE NORTHEAST CORNER OF SAID EAST GATE TRACT;

(7) S 89°13'56" W, AT 630.21 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", AND CONTINUING IN ALL A TOTAL DISTANCE OF 660.21 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", IN THE EAST LINE OF SAID TANNAHILL TRACT, SAID POINT BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE NORTHWEST CORNER OF SAID EAST GATE TRACT;

(8) N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 640.15 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" FROM WHICH A 60D NAIL BEARS S56°52'37" W, 0.5 FEET, SAID 1/2" IRON ROD FOUND BEING THE NORTHWEST CORNER OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED IN VOLUME 9046, PAGE 373, D.R.T.C.T.;

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

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

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

(2) S 15°10'54" W, 1,027.49 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "TRANS SYSTEMS CORP", SAID IRON ROD BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT 2;

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

(1) S 89°29'06" W, AT 709. 12 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "DUNAWAY", AND CONTINUING IN ALL A TOTAL DISTANCE OF 1,332.27 FEET TO A 1" IRON ROD FOUND;

(2) S 89°28'21" W, 861.90 FEET TO THE PLACE OF BEGINNING AND CONTAINING 137.743 ACRES (6,000,081 SQ. FT.) OF LAND, MORE OR LESS.

HILLS OF WINDRIDGE TRUST (SALES TRUST)

REVOCABLE TRUST AGREEMENT

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

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

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

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

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

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

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

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

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

ARTICLE ONE

PURPOSE

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

ARTICLE TWO

TRUST PROPERTY

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

ARTICLE THREE

BENEFICIARIES

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

ARTICLE FOUR

TRUSTEE

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

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

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

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

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

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

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

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

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

ARTICLE FIVE

DISTRIBUTION OF INCOME AND PRINCIPAL

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

ARTICLE SIX

REVOCABILITY

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

ARTICLE SEVEN

TERMINATION

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

ARTICLE EIGHT

RECORDS AND ACCOUNTS

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

ARTICLE NINE

TRUSTEE POWERS

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

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

plan amendment relating to the whole or any part or parts of the Property as may be necessary to facilitate any development and/or redevelopment of the whole or any part or parts of the Property;

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

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

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

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

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

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

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

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

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

ARTICLE TEN

VESTING OF INTERESTS

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

ARTICLE ELEVEN

CONSTRUCTION PROVISIONS

Section A. Definitions.

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

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

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

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

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

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

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

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

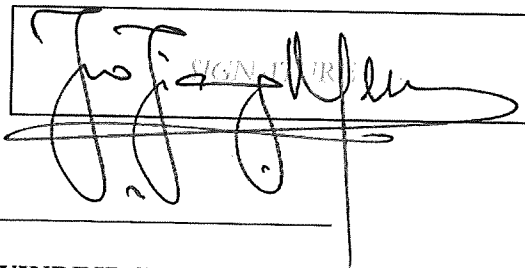
WITNESS:

Witness Signature

Print Name of Witness

Date: _____

SETTLOR:

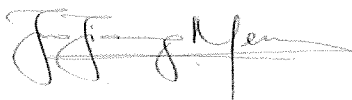
A rectangular box containing a handwritten signature in black ink. The signature is stylized and appears to be 'Foo Tiang Meng'. The word 'SIGNATURE' is faintly visible in the background of the box.

Date: _____

HILLS OF WINDRIDGE A2A LP

as represented by DIRK FOO, Trustee, Director and
President of Hills of Windridge A2A GP Inc.

TRUSTEE:

A handwritten signature in black ink, appearing to be 'Dirk Foo', written over a horizontal line.

**FOO TIANG MENG DIRK ROBERT
TRUSTEE of the HILLS OF WINDRIDGE TRUST**

Date: _____