

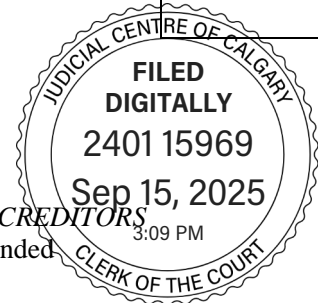
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COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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



AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF A2A CAPITAL SERVICES CANADA
INC., SERENE COUNTRY HOMES (CANADA) INC., A2A
DEVELOPMENTS INC., and the other entities listed in
Appendix "A" hereto

DOCUMENT **FIRST SUPPLEMENT TO THE SEVENTH REPORT OF
THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

September 15, 2025

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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ALVAREZ & MARSAL

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INTRODUCTION

1. On November 14, 2024, on the application of an ad hoc group of Canadian investors in various real estate and land investment projects (the "**Applicant Investors**"), the Court of King's Bench of Alberta (the "**Court**") issued an initial order (the "**Initial Order**") which, among other things, commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") and appointed Alvarez & Marsal Canada Inc. ("**A&M**") as the CCAA monitor with enhanced powers (in such capacity, the "**Monitor**").
2. On November 18, 2024, the Monitor filed an application returnable on November 21, 2024 (the "**Comeback Application**") seeking an amended and restated initial order.
3. The entities which are subject to relief under the CCAA as "debtor companies" are A2A Capital Services Canada Inc. ("**A2A CSC**"), Serene Country Homes (Canada) Inc. ("**Serene Canada**"), A2A Developments Inc. ("**A2A Developments**"), Angus A2A GP Inc. ("**Angus GP**"), Angus Manor Park A2A Developments Inc. ("**Angus Manor Developments**"), Angus Manor Park Capital Corp. ("**Angus Manor Capital**"), Angus Manor Park A2A GP Inc. ("**Angus Manor GP**"), Fossil Creek A2A GP Inc. ("**Fossil GP**"), Hills of Windridge A2A GP Inc. ("**Windridge GP**") and US entities Fossil Creek A2A Developments, LLC ("**Fossil Creek LLC**") and Windridge A2A Developments, LLC ("**Windridge LLC**" and collectively, the "**Debtor Companies**"). Fossil Creek LLC and Windridge LLC are collectively referred to as the "**US LLCs**" and the remaining debtor companies are referred to as the "**Canadian Debtors**").
4. The Initial Order also extended the stay of proceeding to certain non-Debtor Companies, namely the following Canadian entities: Angus A2A Limited Partnership ("**Angus LP**"), Angus Manor Park A2A Limited Partnership ("**Angus Manor LP**"), Fossil Creek A2A Trust, Hills of Windridge A2A Trust, Fossil Creek A2A Limited Partnership ("**Fossil LP**") and Hills of Windridge A2A Limited

Partnership ("**Windridge LP**" and collectively, the "**Affiliate Entities**"). The Debtor Companies and the Affiliate Entities are collectively referred to as the "**A2A Group**".

5. Amongst other things, the Initial Order:
 - a) granted a stay of proceedings (the "**Stay Period**"), for an initial period up to and including November 24, 2024;
 - b) appointed Fasken Martineau DuMoulin LLP ("**Fasken**" or "**Canadian Rep Counsel**") as representative counsel for all Canadian investors in the Business and Property of the Debtor Companies and the Affiliate Entities, including without limitation, the Applicant Investors (the "**Canadian Investors**");
 - c) appointed Norton Rose Fulbright Canada LLP ("**NRF**" or the "**Offshore Rep Counsel**" and together with Canadian Rep Counsel, "**Representative Counsel**") as representative counsel for all non-Canadian investors in in the Business and Property of the Debtor Companies and Affiliate Entities (the "**Offshore Investors**" and together with the Canadian Investors, the "**Investors**"), as more particularly described herein;
 - d) declared that the Affiliate Entities shall have the same benefit, and the same protections and authorizations provided to the Debtor Companies notwithstanding that these entities are not a "company" within the meaning of the CCAA;
 - e) authorized the Debtor Companies to enter into an interim financing agreement with Pillar Capital Corp. ("**Pillar**" or the "**Interim Lender**") and to borrow from Pillar the initial principal amount of \$500,000 with the ability to borrow up to \$2,000,000 (the "**Interim Financing**");
 - f) granted the following charges over the Property in the following relative priorities:

- i. First – a charge in favour of the Monitor, its legal counsel, Canadian Rep Counsel and Offshore Rep Counsel (the "**Initial Administration Charge**") to a maximum amount of \$250,000; and
 - ii. Second – a charge in favour of Pillar in respect of the Interim Financing to a maximum amount of \$500,000 (the "**Initial Interim Lender's Charge**"); and
 - g) authorized the Monitor to act as "Foreign Representative" of the A2A Group, in order to apply for a Temporary Restraining Order in the US and subsequently apply to commence ancillary insolvency proceedings under chapter 15 of Title 11 of the US Bankruptcy Code (the "**Chapter 15 Proceeding**") in the US Bankruptcy Court for the Northern District of Texas (the "**US Bankruptcy Court**").
6. During the Comeback Application, the Court granted an order extending the Stay Period to November 26, 2024. On November 25, 2024, the Court issued an amended and restated initial order (the "**ARIO**") which provided for, among other things, an extension of the Stay Period up to and including December 18, 2024.
7. The Initial Order, along with the application materials and all other documents filed in the CCAA Proceedings, are posted on the Monitor's website at: www.alvarezandmarsal.com/A2A (the "**Monitor's Website**").
8. Capitalized terms not otherwise defined in this First Supplement (the "**First Supplement to the Seventh Report**") to the Monitor's Seventh Report dated July 21, 2025 (the "**Seventh Report**") are as defined in the ARIO, the Monitor's Previous Reports¹, or such other materials filed by the Applicant Investors in support of the Initial Order.

¹ The Monitor's Previous Reports include the Pre-Filing Report of the Monitor dated November 13, 2024 (the "**Pre-Filing Report**"), the Monitor's First Report dated November 20, 2024 (the "**First Report**"), the First Supplement to the First Report dated November 22, 2024, the Second Supplement to the First Report dated November 25, 2024, the Monitor's Second Report dated November 28, 2024, the Monitor's Third

9. Further background concerning these CCAA Proceedings is included in the Monitor's Previous Reports.
10. On July 29, 2025, the Monitor appeared before this Honourable Court (the "**July 29 Hearing**") to make an application requesting an order to:
 - a) add Wingham Creek A2A Developments Inc. ("**Wingham Developments**"), Lake Huron Shores A2A Developments Inc. ("**LHS Developments**"), and Meaford A2A Developments Inc. ("**Meaford Developments**") as respondents in these CCAA Proceedings, declare all prior orders made in the within CCAA Proceedings shall apply to Wingham Developments, LHS Developments and Meaford Developments) (the "**Additional Project Entities**") as of the date hereof, and amend the style of cause accordingly;
 - b) declare that the Additional Project Entities shall be granted all the rights and protections afforded to the other Debtor Companies by the ARIO;
 - c) declare that all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated including the proceeds thereof of the Additional Project Entities including, without limitation, the Wingham Lands, LHS Lands and Meaford Lands (the "**Additional Project Entities' Property**") is "Property" pursuant to paragraph 11 of the ARIO;
 - d) declare that the authority and power granted to the Monitor in respect of the Additional Project Entities shall be the same as the authority and power granted to the Monitor pursuant to paragraphs 38 and 39 of the ARIO in respect of the other Debtor Companies including, without

Report dated December 13, 2024 (the "**Third Report**"), the First Supplement to the Third Report of the Monitor dated December 17, 2024, the Monitor's Fourth Report dated February 19, 2025 (the "**Fourth Report**"), the First Supplement to the Fourth Report of the Monitor dated February 24, 2025, the Monitor's Fifth Report dated April 7, 2025 (the "**Fifth Report**") the First Supplement to the Fifth Report of the Monitor dated April 14, 2025 and the Sixth Report of the Monitor dated June 10, 2025.

limitation, the power to register a copy of this Order and any other Order granted in the within CCAA Proceedings in respect of the Property against title to any of the Additional Project Entities' Property;

- e) declare that the Charges (as defined in the ARIO) shall each constitute a charge on the Additional Project Entities' Property with such priorities and protections as provided to the Charges set out in paragraphs 57 and 59 of the ARIO, and any further order granted in the within CCAA Proceedings or to be granted by this Court from time to time;
- f) declare that the non-Canadian investors in the Additional Projects are "Offshore Investors" pursuant to paragraph 28 of the ARIO and appointing Norton Rose Fulbright Canada LLP as counsel to all non-Canadian investors in Wingham Creek ("**Wingham**"), Lake Huron Shores ("**LHS**") and Meaford Highlands Resort ("**Meaford**" and together with Wingham and LHS, the "**Additional Projects**") in the CCAA Proceedings; and
- g) extend the stay of proceedings to October 31, 2025.

11. At the July 29 Hearing, the Court issued an order which extended the Stay Period up to and including October 31, 2025 (the "**July 29 Order**"). The remainder of the relief sought at the July 29 Hearing was adjourned to September 26, 2025 (the "**Adjourned Application**"). The July 29 Order included a litigation schedule (the "**Litigation Schedule**") as follows:

- a) all respondents to the Adjourned Application, including without limitation the Canadian Respondents and the Additional Project Entities, shall deliver to all interested parties any and all evidence or arguments in response to the Adjourned Application, including any appraisals or valuations in relation to the Additional Projects (the

"Appraisals") by no later than 4:00 pm Calgary time on August 29, 2025;

- b) the Canadian Respondents, Offshore Rep Counsel and the Monitor shall have the right to complete cross examinations on any affidavit submitted by an applicant or respondent in relation to the Adjourned Application; provided that any cross examinations shall be completed by no later than September 5, 2025; and
 - c) the Monitor and Offshore Rep Counsel shall deliver any and all reply evidence, arguments or other materials with respect to the Adjourned Application by no later than 4:00 pm on September 15, 2025.
12. On August 29, 2025, Monitor's Counsel and Offshore Rep Counsel cross-examined Neil Warshafsky and George Chambers on their affidavits sworn on July 22, 2025 and July 25, 2025, respectively.
13. On September 4, 2025, Monitor's Counsel and Offshore Rep Counsel cross-examined Allan Lind on the evidence contained in his Affidavit sworn on July 25, 2025, August 29, 2025 and September 4, 2025 in these CCAA proceedings.
14. On September 5, 2025, counsel for the Additional Project Entities noted Angela Ng in non-attendance from her cross-examination.

PURPOSE

15. The purpose of this First Supplement to the Seventh Report is to provide supplemental information to this Honourable Court in respect of the Adjourned Application.
16. This Seventh Report should be read in conjunction with the materials filed in the CCAA Proceedings.

TERMS OF REFERENCE AND DISCLAIMER

17. As at the date of this First Supplement to the Seventh Report, a significant amount of the Requested Information (as defined in the ARIO) has not been provided by the Debtor Companies to the Monitor. As such, the Monitor has provided observations and views to the best of its ability with the information that was provided.
18. In preparing this First Supplement to the Seventh Report, A&M, in its capacity as the Monitor, has been provided with and has relied upon unaudited financial information and the books and records prepared by the A2A Group and has held discussions with certain members of the A2A Group's management and their respective counsel and certain directors. Except as otherwise described in this First Supplement to the Seventh Report, in respect of the Debtor Companies' cash flow forecast:
 - a) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CASs") pursuant to the Chartered Professional Accountants Canada Handbook (the "**CPA Handbook**") and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
 - b) some of the information referred to in this Seventh Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.
19. Future-oriented financial information referred to in this First Supplement to the Seventh Report was prepared based on the Monitor's estimates and assumptions considering the Information available to the Monitor. Readers are cautioned that

since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

20. Unless otherwise stated, all monetary amounts contained in this First Supplement to the Seventh Report are expressed in Canadian dollars.

SUPPLEMENTAL INFORMATION

Meaford Corporate History

21. A copy of a property tax search with respect to the Meaford Lands is attached to the Monitor's Seventh Report and marked as Appendix "K". The Monitor notes that the property tax search for the Meaford Lands appended to the Monitor's Seventh Report and the tax roll with respect to the Meaford Lands which is exhibited as Exhibit "A" to the Second Supplemental Affidavit of Allan Lind sworn September 4, 2025 each show two entities as the "assessed person" with respect to the Meaford Lands: Meaford A2A Developments Inc. and 2273630 Ontario Inc.
22. The Monitor understands pursuant to an Ontario corporate profile search of 2273630 Ontario Ltd. dated September 15, 2025 (the "**2273630 Corporate Profile**") that 2273630 Ontario Ltd. was amalgamated with Meaford Highland Resorts Inc. on February 14, 2012 to form Meaford A2A Developments Inc. A copy of the 2273630 Corporate Profile is attached hereto and marked as **Appendix "B"**.

Cross Examinations

23. The cross examinations held were as follows:
- a) the questioning of George Chambers was held on August 29, 2025 (the "**Chambers Questioning**");
 - b) the questioning of Neil Warshafsky was held on August 29, 2025 (the "**Warshafsky Questioning**"); and

c) the questioning of Allan Lind was held on September 4, 2025 (the "**Lind Questioning**").

24. The Monitor notes that Angela Ng, an investor in Meaford and Wingham, who swore an affidavit on June 7, 2025 in support of the Adjourned Application, was initially scheduled for cross-examination for August 27, 2025. Ms. Ng, who was in contact with Monitor's Counsel, initially advised she was unable to attend the questioning on August 27, 2025 via email on August 25, 2025 and requested a deferral. A copy of the August 25, 2025 email is attached hereto and marked as **Appendix "C"**.
25. Despite initial negative responses to Monitor's Counsel with respect to rescheduling the cross-examination, Ms. Ng eventually stopped responding to the Monitor's Counsel with the Monitor's Counsel receiving a final email from Ms. Ng on August 28, 2025 when Ms. Ng indicated availability on September 5, 2024. A copy of the August 28, 2025 email is attached hereto and marked as **Appendix "D"**.
26. Monitor's counsel continued to follow up with Ms. Ng via email and telephone up to and including September 4, 2025 but was unable to obtain confirmation from Ms. Ng with respect to her ability and willingness to be cross-examined on September 5, 2025. Notwithstanding the foregoing, the cross-examination of Ms. Ng was scheduled for September 5, 2025 by the Additional Debtor Entities and Ms. Ng was noted in non-attendance. A Certificate of Non-Attendance was issued by the Additional Debtor Companies and filed in these proceedings.
27. As of the date hereof, Ms. Ng has yet to respond to the Monitor's counsel regarding her availability for cross-examination.

Chambers/Warshafsky Questioning

28. The Monitor understands that counsel to the Canadian Debtors will be seeking a sealing order regarding the transcript from the Chambers and Warshafsky Questioning and thus, the Monitor only intends to disclose certain information

which it believes is not commercially sensitive or contains personal/private information:

- a) Mr. Chambers advised he had been in contact with Mr. Dirk Foo within the ten days preceding the Chambers Questioning. Mr. Warshafsky advised he had two recent Zoom calls with Mr. Foo, with the most recent being within the last two weeks preceding the Warshafsky Questioning;
- b) Mr. Warshafsky advised that a transaction with his brokerage involving the A2A Group had never closed;
- c) Mr. Chambers advised that he conducted no due diligence with respect to the right of the Additional Project Entities to market and sell each of the Meaford Lands, the LHS Lands or the Wingham Lands, as applicable; and
- d) Mr. Warshafsky and Mr. Chamber each advised that neither of them nor anyone else at the brokerage were ever provided with any proof of any vote of the UFI holders in the Meaford Lands, the LHS Lands or the Wingham Lands, approving the sale of the same.

Lind Questioning

29. The Monitor notes the following information relevant to the Lind Questioning:

- a) Mr. Foo was the sole source of the majority of the statements of fact in Mr. Lind's affidavits sworn on July 25, 2025, August 28, 2025 and September 4, 2025;
- b) The Additional Project lands were each purchased for the following amounts in 2011:
 - i. the Wingham Lands for \$1,600,000;
 - ii. the LHS Lands for \$800,000; and

- iii. the Meaford Lands for \$1,265,859.33;
 - c) Mr. Lind was unaware if books and records for any of the Additional Project Entities exist and has no access to any accounting records; and
 - d) Mr. Lind retired from the A2A Group in 2019, has no formal consulting agreement and provides services on a voluntary basis.
30. A copy of the Transcript of the Lind Questioning at attached hereto and marked as **Appendix "E"**.

Undertakings

31. The Monitor requested a number of undertakings from Mr. Lind with related to, among other things, the intercompany loans referenced in the Affidavit of Allan Lind sworn July 25, 2025.
32. The undertaking responses were provided to the Monitor on September 12, 2025 and are attached hereto as attached hereto and marked as **Appendix "F"** (the **"Undertaking Responses"**).
33. Key information contained in the Undertaking Responses are summarized in the following sections.

Funds Raised

34. As described in Mr. Lind's affidavit sworn on July 25, 2025, the UFIs in each of the Meaford Lands, LHS Lands and the Wingham Lands were sold to Offshore Investors at the price of \$10,000 per UFI.
35. A title search for the Wingham Lands dated January 21, 2025 attached as Appendix "D" to the Seventh Report shows that Wingham Developments owns 4 UFIs and Offshore Investors own 1,148 UFIs. Therefore, the A2A Group raised \$11,480,000 with respect to the Wingham Lands which were originally purchased at \$1,600,000.

36. A title search for the LHS Lands dated November 5, 2024 attached as Appendix “G” to the Seventh Report shows that LHS Developments owns 1 UFI, A2A Capital Services Berhard owns 30 UFIs and Offshore Investors own 839 UFIs. The A2A Group raised \$8,390,000 with respect to the LHS Lands which were originally purchased at \$800,000.
37. A title search for the Meaford Lands dated November, 26 2024 attached as Appendix “J” to the Seventh Report shows that Meaford Developments owns 49 UFIs Offshore Investors own 2,231 UFIs. The A2A Group raised \$22,310,000 with respect to the Meaford Lands which were originally purchased at \$1,265,859.33.

Concept Planning Funds

38. As described in Mr. Lind's affidavit sworn on July 25, 2025, of the funds raised from the sale of the UFIs, a portion of the sale proceeds from each UFI (*i.e.*, 5%) was set aside in a "concept planning fund" ("CPF"). The funds in the CPF were to be used for rezoning and development planning.
39. The Undertaking Responses indicate that the CPF for Meaford and LHS was depleted prior to December 31, 2017. Thus, Meaford and LHS lack the liquidity necessary to pay the carrying costs of the associate properties (including property taxes) (*i.e.*, ceasing to meet their liabilities generally as they become due).
40. The Undertaking Responses indicate these amounts for Meaford included amounts owing to other parties was \$337,620.08 as at December 31, 2017 (including \$29,242.57 owing to Serene Canada (a CCAA Debtor), and \$107,780.18 to trade creditors). The evidence for LHS indicates amounts owing to other parties was \$214,648.77 as at December 31, 2017 (including \$169,900.00 owing to Serene Canada (a CCAA Debtor Company). Given the duration of time that has elapsed since December 31, 2017, the amounts owing to other parties (CCAA Debtors, trade creditors or otherwise) has likely grown substantially. As noted below, the Additional Project Entities have ceased to maintain full and accurate books of

accounts and records and thus, the Monitor cannot comment on the completeness or accuracy of the accounts.

Intercompany Loans

41. The few records which were provided with respect to the intercompany loans indicate that, as at December 31, 2017:

- a) Meaford A2A Developments Inc. was indebted to Serene Country Homes (Canada) Inc. in the amount of \$29,242.57; and
- b) Lake Huron Shores A2A Developments Inc. was indebted to Serene Country Homes (Canada) Inc. in the amount of \$169,900.00.

42. Attached hereto and marked as **Appendix "G"**, is a copy of the certain records maintained by Anne Law of CCL Chartered Professional Accountants with respect to the intercompany loans.

43. Moreover, the Monitor notes that the Additional Project Entities have tendered as evidence the tax roll from the Meaford Lands showing various payments made towards the property taxes. However, a more careful examination of this document shows that many of these payments were not made by Meaford A2A Developments Inc. but rather by two other A2A entities including A2A Developments. Accordingly, the Monitor has concluded that either: (i) there has been a co-mingling of funds as between Meaford A2A Developments Inc and A2A Developments; or (ii) Meaford A2A Developments Inc is indebted to A2A Developments, which debt Meaford A2A Developments is ostensibly unable to repay.

Poor Record Keeping

44. The Undertaking Responses also indicate that the last time that financial statements were prepared for each of the Additional Project Entities was in:

- a) 2016 with respect to Meaford A2A Developments Inc; and
- b) 2016 with respect to Wingham Creek A2A Developments Inc.

45. Notably, the financial statements are "notice-to-reader". Audited, reviewed and notice-to-reader are three types of financial statements—documents that show the financial status of a company. The differences between the three types of statements are as follows:
- a) audited financial statements undergo a "reasonable" number of tests to make sure the accounts and transactions reported are accurate. The auditor preparing them also gives an opinion on the quality of the statement and lets the reader know the statement "fairly represents" the company's financial status.
 - b) reviewed financial statements undergo fewer tests, focusing only on whether the statement is "plausible". The accountant preparing these statements does not give an opinion on their quality or accuracy.
 - c) notice-to-reader statements are simply compilations of information provided by the company. The information undergoes no tests and the accountant preparing them offers no opinion or assurance. Accordingly, they simply put the readers "on notice".
46. The underlying transaction documents (*i.e.*, deeds of covenants) require the Facilitator (as defined therein) to keep or cause to be kept and maintained full and accurate books of accounts and records reflecting the receipts and expenditures related to the property. Clearly, full and accurate books of accounts and records have not been kept, as the most recent financial statements were produced in relation to December 31, 2016.
47. Disclosure pertaining to related party transactions under *Accounting Standards for Private Enterprises*, include: (i) a description of the relationship between transacting parties; (ii) a description of transaction(s), including those for which non amount has been recognized; (iii) recognized amount of transactions classified by financial statement category; (iv) measurement basis used; (v) amounts due to or from related parties and related terms and conditions; (vi) contractual obligations

with related parties, separate from other contractual obligation; and (vii) contingencies involving related parties, separate from other contingencies. Based on the Undertaking Responses, the funds were transferred on an ad hoc basis without written documentation, on an unsecured and interest-free basis. Thus, many of the disclosure terms noted above appear to be omitted.

Appeals

48. The following applications for permission to appeal were heard on March 6, 2025:

- a) US LLCs' application for permission to appeal the December Reasons (as defined in the Seventh Report) (File No. 2501-0019AC);
- b) US LLCs' application for permission to appeal the Initial Order (File No. 2401-0353AC);
- c) US LLCs' application for permission to appeal the ARIO (File No. 2401-0352AC);
- d) Windridge GP and Fossil GP's application for permission to appeal the ARIO (File No. 2401-0350AC);
- e) US LLCs' application for permission to appeal the January Reason (as defined in the Seventh Report) (File No. 2501-0350AC); and
- f) Windridge GP and Fossil GP's application for permission to appeal the January Reasons (File No. 2501-0353AC).

(the "**Appeal Applications**").

49. On April 28, 2025, the Court of Appeal of Alberta granted permission to appeal the following questions:

- a) Did the supervising justice err in concluding that the Canadian investors came within the scope of the CCAA, and that the use of the CCAA in these circumstances was proper either in the decision

reported at 2025 ABKB 51 or in the earlier unreported decision on November 25, 2024?

- b) Did the supervising justice err in concluding that entities within the A2A Group, including the Windridge and Fossil Creek Groups and the US LLCs, were subject to the CCAA in his decision reported at 2025 ABKB 51, or in the earlier unreported decision on November 25, 2024?

(the “**Appeals**”);

the Applicants' remaining Appeal Applications were dismissed.

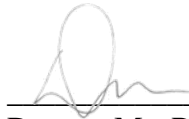
50. The Appeals were heard in the Alberta Court of Appeal on September 8, 2025. While the Alberta Court of Appeal's decision is reserved, the Monitor wishes to reiterate to this Honourable Court that the Appeals only relate to the entities in respect of the two US properties (Fossil GP, Fossil LP, Fossil Creek A2A Trust, Fossil Creek LLC, Windridge GP, Windridge LP, Hills of Windridge A2A Trust and Windridge LLC) and not the Canadian property (Angus Manor Park), A2A CSC, Serene Canada or A2A Developments.

All of which is respectfully submitted this 15th day of September, 2025.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Monitor of A2A Capital Services Canada Inc., Serene Country
Homes (Canada) Inc., A2A Developments Inc., and the other entities listed in
Appendix "A" hereto
and not in its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice-President



Duncan MacRae, CPA, CA, CIRP, LIT
Vice-President

APPENDIX "A"

Debtors

Canadian Entities

- A2A CAPITAL SERVICES CANADA INC.
- SERENE COUNTRY HOMES (CANADA) INC. ¹
- A2A DEVELOPMENTS INC. ²
- ANGUS A2A GP INC.
- ANGUS MANOR PARK A2A DEVELOPMENTS INC. ³
- ANGUS MANOR PARK CAPITAL CORP.
- ANGUS MANOR PARK A2A GP INC.
- FOSSIL CREEK A2A GP INC.
- HILLS OF WINDRIDGE A2A GP INC.

Proposed Additional Entities

- WINGHAM CREEK A2A DEVELOPMENTS INC.
- LAKE HURON SHORES A2A DEVELOPMENTS INC.
- MEAFORD A2A DEVELOPMENTS INC.

US Entities

- FOSSIL CREEK A2A DEVELOPMENTS, LLC ⁴
- WINDRIDGE A2A DEVELOPMENTS, LLC ⁵

Affiliate Entities

Canadian Entities

- ANGUS A2A LIMITED PARTNERSHIP
- ANGUS MANOR PARK A2A LIMITED PARTNERSHIP
- FOSSIL CREEK A2A TRUST
- HILLS OF WINDRIDGE A2A TRUST
- FOSSIL CREEK A2A LIMITED PARTNERSHIP
- HILLS OF WINDRIDGE A2A LIMITED PARTNERSHIP

¹ f/k/a A2A CAPITAL MANAGEMENT INC.

² f/k/a A2A MEAFORD INC.

³ f/k/a 2327812 ONTARIO INC.

⁴ f/k/a RIVERS EDGE A2A DEVELOPMENTS, LLC

⁵ f/k/a WHITE SETTLEMENT A2A DEVELOPMENTS, LLC

APPENDIX "B"



Profile Report

MEAFORD A2A DEVELOPMENTS INC. as of September 15, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	MEAFORD A2A DEVELOPMENTS INC.
Ontario Corporation Number (OCN)	2273630
Governing Jurisdiction	Canada - Ontario
Status	Inactive - Amalgamated
Date of Incorporation	February 07, 2011
Inactive Date	February 14, 2012
New Amalgamated Ontario Corporation Number	1866292
Registered or Head Office Address	Attention/Care of CLIFTON FOO, 250 Ferrand Drive, 888, Toronto, Ontario, M3C 3G8, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

Name CLIFTON FOO
Address for Service 205 The Donway West, 503, Toronto, Ontario, M3B 2S5,
Canada
Resident Canadian No
Date Began February 07, 2011

Name RICHARD OH
Address for Service 3876 Toronto Street, Port Coquitlam, British Columbia, V3B
7J6, Canada
Resident Canadian Yes
Date Began February 07, 2011

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	CLIFTON FOO
Position	President
Address for Service	205 The Donway West, 503, Toronto, Ontario, M3B 2S5, Canada
Date Began	February 07, 2011

Name	JEFF PETERSON
Position	Vice-President
Address for Service	205 The Donway West, 306, Toronto, Ontario, M3B 2S5, Canada
Date Began	February 07, 2011

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

MEAFORD A2A DEVELOPMENTS INC.

Effective Date

April 21, 2011

Previous Name

2273630 ONTARIO LTD.

Effective Date

February 07, 2011

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Other - AMALGAMATION MEMO TO FILE	February 14, 2012
BCA - Articles of Amendment	April 21, 2011
CIA - Initial Return PAF: CLIFTON FOO - DIRECTOR	February 11, 2011
BCA - Articles of Incorporation	February 07, 2011

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



Ministère des Services au public et
aux entreprises

Rapport de profil

MEAFORD A2A DEVELOPMENTS INC. en date du 15 septembre 2025

Loi	Loi sur les sociétés par actions
Type	Société par actions de l'Ontario
Dénomination	MEAFORD A2A DEVELOPMENTS INC.
Numéro de société de l'Ontario	2273630
Autorité législative responsable	Canada - Ontario
Statut	Inactive - Issue d'une fusion
Date de constitution	07 février 2011
Date d'inactivité	14 février 2012
Numéro de société de l'Ontario de la nouvelle société issue d'une fusion	1866292
Adresse légale ou du siège social	À l'attention / aux soins de CLIFTON FOO, 250 Ferrand Drive, 888, Toronto, Ontario, M3C 3G8, Canada

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.
Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Nombre minimal d'administrateurs	1
Nombre maximal d'administrateurs	10

Administrateurs en fonction

Dénomination	CLIFTON FOO
Adresse aux fins de signification	205 The Donway West, 503, Toronto, Ontario, M3B 2S5, Canada
Résident canadien	Non
Date d'entrée en fonction	07 février 2011

Dénomination	RICHARD OH
Adresse aux fins de signification	3876 Toronto Street, Port Coquitlam, Colombie-Britannique, V3B 7J6, Canada
Résident canadien	Oui
Date d'entrée en fonction	07 février 2011

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.
Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Dirigeants en fonction

Dénomination

Poste

Adresse aux fins de signification

Date d'entrée en fonction

CLIFTON FOO

Président de la société

205 The Donway West, 503, Toronto, Ontario, M3B 2S5,
Canada

07 février 2011

Dénomination

Poste

Adresse aux fins de signification

Date d'entrée en fonction

JEFF PETERSON

Vice-président de la société

205 The Donway West, 306, Toronto, Ontario, M3B 2S5,
Canada

07 février 2011

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Historique des dénominations sociales

Nom	MEAFORD A2A DEVELOPMENTS INC.
Date d'entrée en vigueur	21 avril 2011
Ancienne dénomination	2273630 ONTARIO LTD.
Date d'entrée en vigueur	07 février 2011

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registraire

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux en vigueur

Cette personne morale n'a aucun nom commercial actif enregistré en vertu de la Loi sur les noms commerciaux de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registraire

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Les noms commerciaux actifs enregistrés de cette personne morale en vertu de la Loi sur les noms commerciaux de l'Ontario sont expirés ou annulés.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Liste de documents

Nom du dépôt	Date d'entrée en vigueur
Autre (AMALGAMATION MEMO TO FILE)	14 février 2012
BCA - Statuts de modification	21 avril 2011
CIA - Rapport initial PRE: CLIFTON FOO - DIRECTOR	11 février 2011
BCA - Statuts constitutifs	07 février 2011

Tous les renseignements de la « PRE » (personne autorisant le dépôt) sont affichés exactement tels qu'ils sont enregistrés dans le Registre des entreprises de l'Ontario. Lorsque la PRE ne figure pas sur un document, les renseignements n'ont pas été enregistrés dans le Registre des entreprises de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

APPENDIX "C"

Jorgenson, Danica

From: Angela NG <angie.ngac@gmail.com>
Sent: Monday, August 25, 2025 1:01 PM
To: Jorgenson, Danica
Subject: Re: Meeting re Questioning - Angela Ng [IMAN-LEGAL.FID6545821]

CAUTION: External Email

Dear Danica,

I have a last minute extra trip for work so I won't be able to make it this Wednesday. I will be on train and have limited access to wifi as we are passing through jungles.

My apologies.

Kind regards,

Angela Ng
Mobile +60124224149

On Fri, 22 Aug 2025 at 10:22 PM, Jorgenson, Danica <djorgenson@cassels.com> wrote:

Hello Angela,

As discussed, please see attached the affidavit for your review.

Kind regards,

Danica

Cassels

DANICA JORGENSEN

Associate

t: +1 403 351 2638

e: djorgenson@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
Suite 3700, Bankers Hall West, [888 3rd Street SW](#)
[Calgary, AB T2P 5C5 Canada](#)

APPENDIX "D"

Jorgenson, Danica

From: Angela NG <angie.ngac@gmail.com>
Sent: Thursday, August 28, 2025 12:53 AM
To: Jorgenson, Danica
Cc: Oliver, Jeffrey
Subject: Re: Meeting re Questioning - Angela Ng [IMAN-LEGAL.FID6545821]

CAUTION: External Email

Hi sorry I'm only getting back to you now. I'm schedule to be back on Saturday morning. This is a last minute extra trip.

Then I'm back on train the following week on Monday to Thursday night.

Kind regards,

Angela Ng
Mobile +60124224149

On Wed, 27 Aug 2025 at 11:38 PM, Jorgenson, Danica <djorgenson@cassels.com> wrote:
Hello Angela,

Just following up on this. Given the timeline set by the court, we are hoping to reschedule as soon as possible.

Happy to hop on a call to discuss.

Kind regards,
Danica



DANICA JORGENSEN

Associate

t: +1 403 351 2638

e: djorgenson@cassels.com

Cassels Brock & Blackwell LLP | [cassels.com](https://www.cassels.com)
Suite 3700, Bankers Hall West, 888 3rd Street SW
[Calgary, AB T2P 5C5 Canada](#)

From: Jorgenson, Danica <djorgenson@cassels.com>
Sent: Tuesday, August 26, 2025 9:11:11 AM
To: Angela NG <angie.ngac@gmail.com>

APPENDIX "E"

COURT FILE NUMBER: 2401-15969
COURT: COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE: CALGARY

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC 1985,
c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF ANGUS A2A
GP INC., ANGUS MANOR PARK A2A GP INC.,
ANGUS MANOR PARK A2A CAPITAL CORP.,
ANGUS MANOR PARK A2A DEVELOPMENTS INC.,
HILLS OF WINDRIDGE A2A GP INC.,
WINDRIDGE A2A DEVELOPMENTS, LLC, FOSSIL
CREEK A2A GP INC., FOSSIL CREEK A2A
DEVELOPMENTS, LCC, A2A DEVELOPMENTS
INC., SERENE COUNTRY HOMES (CANADA) INC.
and A2A CAPITAL SERVICES CANADA INC.

Transcript of Oral Questioning of

ALLAN WHITEFORD LIND

(On affidavits sworn July 25, August 29, September 4, 2025)

Held via videoconferencing

September 4, 2025

1 ALL PARTIES APPEARING VIA VIDEOCONFERENCING

2
3 For the Canadian Woodridge and Fossil Creek Entities
4 Daniel Jukes

5 Miles Davison LLP
6 900, 517-10th Avenue SW
7 Calgary, Alberta T2R 0A8
8 403-298-0333
9

10 For the Monitor
11 Jeffrey L. Oliver
12 Danica Jorgenson

13 Cassels Brock & Blackwell LLP
14 3810, 888-3rd Street SW
15 Calgary, Alberta T2P 5C5
16 403-351-2920
17

18 For the Offshore Investors
19 Aaron Stephenson

20 Norton Rose Fulbright Canada LLP
21 3700, 400-3rd Avenue SW
22 Calgary, Alberta T2P 4H2
23 403-267-8222
24
25

1 Official Court Reporter

2 Michele Gibson, CSR(A)

3 Veritext Legal Solutions Canada

4 403-266-1744

5

6 (Proceedings commenced at 7:31 a.m.)

7 COURT REPORTER: Counsel, are you ready for me to
8 affirm the witness?

9 MR. OLIVER: Yes.

10 COURT REPORTER: Would the witness please identify
11 himself and spell your first and last name for the
12 record.

13 THE WITNESS: Yes. I am Allan Lind. A-L-L-A-N.
14 Second name is L-I-N-D.

15 ALLAN WHITEFORD LIND, affirmed, questioned via
16 videoconference by Mr. Oliver:

17 Q. Good morning, Mr. Lind.

18 A. Good morning -- good evening.

19 Q. Or good evening, yes. Yes.

20 A. Good night.

21 Q. It's probably dark in both places at this time of year,
22 sir.

23 A. Thank you.

24 Q. Sir, you understand you're here to be examined on
25 affidavits you swore in proceedings styled the

1 Compromise or Arrangement of Angus A2A GP Inc., et al,
2 Court File Number 2401-15969?

3 A. Yes.

4 Q. And if I refer to those proceedings in my examination
5 as the "CCAA proceedings," you'll understand what I'm
6 referring to?

7 A. Yes.

8 Q. Thank you. So, sir, you may recall my name is Jeffrey
9 Oliver. I'm counsel for Alvarez & Marsal Canada Inc.
10 who is the Monitor of the debtor companies in the CCAA
11 proceedings.

12 Do you understand that the evidence you will be
13 questioned on is contained in three affidavits sworn by
14 you in these CCAA proceedings: The first on July 25,
15 2025; the second on August 29, 2025; and the third on
16 September 4, 2025?

17 A. Yes, I understand.

18 Q. Thank you. Sir, in our questioning, I also made direct
19 you to some other materials that have been filed in the
20 proceeding that includes the affidavit of Neil
21 Warshafsky sworn July 22nd, 2025, the affidavit of
22 George Chambers sworn July 25, 2025, and the Seventh
23 Report of the Monitor dated July 21, 2025. Are you
24 familiar with those documents?

25 A. No.

1 Q. Okay. Have you reviewed them before?

2 A. No.

3 Q. Okay. Well, if I do reference those --

4 A. Sorry, I'll just correct that, Mr. Oliver.

5 Q. Okay.

6 A. I have read your Seventh Monitor report.

7 Q. Okay.

8 A. Yeah.

9 Q. But you have not read the affidavits of Mr. Warshafsky
10 or Mr. Chambers?

11 A. They've never been shared with me.

12 Q. Thank you. If I do have to reference any of those
13 documents, sir, I'm going to ask my colleague,
14 Ms. Jorgenson, to share them on her screen do you
15 understand?

16 A. Thank you.

17 Q. Thank you. Mr. Lind, I believe Mr. Jukes had a matter
18 he just wished to put on the record. So, maybe we
19 should do that now before I move forward.

20 MR. JUKES: Sure. That's good timing.

21 Thanks, Jeff.

22 We just wanted to make one correction. The
23 affidavit sworn on August 29th, 2025, the supplemental
24 affidavit, it contains at paragraph 12 a statement
25 about not being physically present and following the

1 Alberta Court of Queen's Bench process for remote
2 commissioning. That paragraph shouldn't have been
3 included because, as you see, this was sworn in Toronto
4 following their protocol, not the Alberta protocol.
5 So, this is in there by error. So, I just wanted to
6 make that correction.

7 MR. OLIVER: Thank you very much, Mr. Jukes.

8 Q. Mr. Lind, with the exception of what Mr. Jukes has just
9 referred to, can you confirm that the evidence in your
10 affidavits was correct as of the date they were sworn?

11 A. Yes, I do.

12 Q. Thank you. And is that evidence in those affidavits
13 still correct as of today?

14 A. I believe so.

15 Q. Thank you. Sir, at the outset of the questioning
16 today, you took an affirmation with respect to the
17 truth of your evidence today. Do you recall that?

18 A. I do.

19 Q. Is that affirmation binding on your conscience?

20 A. Yes, it is.

21 Q. And did you review any documents or other evidence to
22 prepare for the examination today?

23 MR. JUKES: And, Jeff, I'm going to object to
24 the question. And I don't mean to be difficult because
25 I know it's something that seems to get typically asked

1 these days, but I feel like these questions about what
2 he did to prepare or what he reviewed, you know, comes
3 a little too close to comfort for me when it comes to
4 solicitor-client privilege issues, you know? And I
5 guess the other part is that it's really not relevant.
6 He's here to answer questions about his evidence.

7 MR. OLIVER: Okay. Well, I disagree with that.
8 But you've put your objection on the record, and we'll
9 deal with it if we have to.

10 OBJECTION TAKEN to answering the question: And did you
11 review any documents or other evidence to prepare for
12 the examination today?

13 Q. MR. OLIVER: Sir, you're aware that there's an
14 application outstanding by the Monitor with respect to
15 entities that are called Meaford A2A Developments Inc.,
16 Lake Huron Shores A2A Developments Inc., and Wingham
17 Creek A2A Developments Inc.?

18 A. I am.

19 Q. During the course of the examination, sir, if I refer
20 to those three entities as the additional project
21 entities, will you understand what I'm speaking of?

22 A. The additional?

23 Q. Project entities.

24 A. Project entities? The additional project entities?

25 Okay, Mr. Oliver.

1 Q. Thank you very much. Do you understand when I refer to
2 "Meaford," I'm referring to a project advertised as a
3 380-acre residential development project located in
4 Meaford, Ontario?

5 A. Okay. I understand.

6 Q. When I refer to "LHS" or "Lake Huron Shores," I will be
7 referring to a project advertised as a 96-acre
8 residential development project located in Goderich,
9 Ontario. Do you understand?

10 A. Okay. I understand that.

11 Q. And, if I refer to "Wingham," I'm referring to a
12 project advertised as a 90-acre residential development
13 project located in North Huron, Ontario?

14 A. Okay. I understand that.

15 Q. Thank you. I'm almost through this part, sir.

16 And if I reference to a "Mr. Foo" or "Dirk Foo,"
17 you understand I'm referencing an individual known as
18 Foo Tiang Meng Dirk Robert?

19 A. Okay. I understand.

20 Q. Thank you very much. So, sir, I'm going to begin with
21 your affidavit sworn July 25, 2025. You note in
22 paragraph 2 of that affidavit that you are not a
23 director of any of the additional project entities. Is
24 that correct?

25 A. Yes.

1 Q. And you go on in that paragraph to state that despite
2 not being a director of any of the additional project
3 entities, you are entitled to swear an affidavit on
4 their behalf; is that correct?

5 A. That's correct.

6 Q. Who granted you that authority, sir?

7 A. The facilitator.

8 Q. And when you speak of "the facilitator" with respect to
9 Meaford, is that Meaford A2A Developments Inc.?

10 A. That is Dirk Foo.

11 Q. That is Dirk Foo. And is your answer the same, sir,
12 with respect to Lake Huron Shores and Wingham Creek?

13 A. No.

14 Q. Okay. Can you please elaborate.

15 A. Yes. Lake Huron Shores, permission was given by
16 Mr. Dirk Foo. However, Wingham Creek, there is some
17 dispute as to whether there is a facilitator. And
18 Mr. Bryan Friedman of Friedman Law advised me in an
19 email sometime ago that he believed there was no
20 facilitator in place at the moment. So, I'm -- I'm
21 speaking on behalf of Mr. Foo, although, I'm not
22 certain that I'm allowed to do so. But if -- if --
23 sorry if that's confusing, but it's a -- it's a strange
24 situation, Mr. Oliver. I'll do my -- I'll do my best
25 to assist you.

1 Q. Thank you.

2 MR. JUKES: And -- sorry, Jeff -- and I'll
3 leave it to you whether you want to redirect the
4 witness on this, but just for clarity, you're referring
5 to the companies themselves, not necessarily the
6 projects; is that what the question is geared at?

7 MR. OLIVER: Yes.

8 Q. And just to confirm, sir, when you're speaking about --
9 or -- sorry -- when you gave your answer with respect
10 to those entities -- or with respect to those projects,
11 you were referencing Meaford A2A Developments Inc.,
12 Lake Huron Shores A2A Developments Inc., and Wingham
13 Creek A2A Developments Inc., correct?

14 A. Yes, I was.

15 Q. Thank you. I believe in your affidavit, as well, sir,
16 in paragraph 1, you say that you are a senior
17 consultant to each of those three entities too?

18 A. Yes.

19 Q. Are you engaged under consulting agreements with those
20 entities?

21 A. No.

22 Q. So, why do you say you're a consultant then?

23 A. Mr. Foo consults me in -- from time to time on those
24 matters, and I was -- I was involved with the
25 preparation of the documents for the co-owners and the

1 transfer of the lands to the co-owners from the staff
2 of those projects. So, I'm familiar, from that point
3 of view, about how the genesis of those projects and
4 those entities evolved.

5 Q. So --

6 A. Is that a problem for you, Mr. Oliver?

7 Q. I did want to ask you is it your understanding Mr. Foo
8 is authorized to engage you on behalf of those
9 entities?

10 A. Well, he's acting as facilitator, so I believe so. But
11 if -- if that's an issue, then I'm quite willing to
12 step aside, Mr. Oliver.

13 Q. Thank you.

14 A. But I'll leave -- I'll leave this up to you to direct
15 me with Mr. Jukes.

16 Q. Thank you. So, you state in paragraph 2 of your
17 affidavit you've been involved with the planning of the
18 Meaford project from day one and have remained involved
19 in all key decision-making; is that correct?

20 A. I wouldn't say all key decisions. I would say most key
21 decisions.

22 Q. Okay. So, when your affidavit says in paragraph 2, I
23 have -- excuse me -- it says in the second sentence I
24 was involved in the planning of the Meaford project
25 from day one and I have remained involved throughout in

1 all key decision-making, is that sentence not accurate?

2 A. I would say in most key decisions.

3 Q. Okay.

4 A. As part of the -- I was part of the management team.

5 So, I was involved in -- in many of the -- the

6 situations for -- for that project.

7 Q. Did you have --

8 A. I've actually been -- I've actually been -- sorry. I'm
9 sorry.

10 Q. No, go ahead, sir. I apologize.

11 A. I've actually visited that project, as well, so I'm
12 familiar with the location and the situation of the
13 project.

14 Q. As a member of the management team of Meaford A2A
15 Developments Inc., did you have a title?

16 A. No.

17 Q. Were you compensated for that role?

18 A. No.

19 Q. Did you report to Mr. Foo?

20 A. I did.

21 Q. Did you report to anyone else other than Mr. Foo?

22 A. No.

23 Q. What is your role with Wingham A2A Developments Inc.?

24 A. I have no role with Wingham A2A Developments.

25 Q. Have you had a role in the past with Wingham Creek A2A

1 Developments Inc.?

2 A. Only to the point that I was instrumental in
3 establishing the documentation and the recording of the
4 co-owners' interest in Wingham Creek.

5 Q. And that's been the extent of your involvement with the
6 Wingham Creek project, sir?

7 A. Yes.

8 Q. Thank you. And what is your current role with
9 Lake Huron Shores A2A Developments Inc.?

10 A. The same situation. I was involved creating the
11 agreements for purchase and sale, recording the
12 information of co-owners and ensuring through the legal
13 firms in Canada, in Toronto, that they were recorded on
14 title. I have also had some meetings with Mr. Ambrose
15 regarding the sale -- the two sales which eventually
16 fell through on Lake Huron Shores.

17 Q. And is that the extent of your involvement with the
18 Lake Huron Shores project, sir?

19 A. Yes.

20 Q. So, let's skip ahead a little bit, sir, to paragraph 17
21 of your July 25th affidavit. In that paragraph, you
22 state that A2A Capital Management Pte. Ltd. was engaged
23 by the additional project entities as their sale
24 distributor to sell UFIs of the additional projects to
25 investors in Asia; is that correct?

1 A. Yes.

2 Q. Are there any other entities that were engaged by the
3 additional project entities to provide services with
4 respect to those projects?

5 A. Was there any other entities engaged? Well, there
6 would have been other entities engaged not for the sale
7 of the property but to bring the property to rezoning.
8 I -- I hope I -- I understood your question there,
9 Mr. Oliver.

10 Q. Just to rephrase my question, sir, were there any other
11 entities within the broader A2A Group of companies,
12 whether included in the current CCAA process or not,
13 who were engaged by the additional project entities?

14 A. Not that I can remember.

15 Q. Okay. Thank you.

16 Sir, you're not a director or officer for Meaford
17 A2A Developments Inc., correct?

18 A. I'm not, Mr. Oliver.

19 Q. Do you know who the current director of that entity is?

20 A. Honestly, I don't. I'm sorry.

21 Q. Okay. So, I'm going to ask Ms. Jorgenson to please
22 bring that up, your -- and -- sorry -- we'll go off the
23 record, please.

24 (DISCUSSION OFF THE RECORD)

25 Q. MR. OLIVER: Mr. Lind, we're showing you

1 Appendix I to the Seventh Report of the Monitor, if I
2 could just ask Ms. Jorgenson to scroll down, please.
3 You'll see this is an Ontario profile report of Meaford
4 A2A Developments Inc. as of June 9, 2025. Do you see
5 that?

6 A. Yes. June 9, yeah.

7 Q. And I'm going to ask Ms. Jorgenson to scroll down.
8 Thank you.

9 So you'll see, sir, that as of June 9th, 2025, the
10 Ontario corporate records indicated that there were two
11 active directors for the Meaford entity which is
12 Grayson Ambrose and Joseph Attrux. And I'm going to
13 apologize for my pronunciation if that's incorrect.

14 A. Yes. I see that, Mr. Oliver.

15 Q. Okay. Thank you.

16 And I'm going to now -- if I can ask Ms. Jorgenson
17 to please put on the screen Exhibit A to your
18 supplementary affidavit dated August 29, 2025. Do you
19 recognize this document, sir?

20 A. Is it the same one that you just showed me, Mr. Oliver?

21 Q. No. So, sir, this appears to be an annual return filed
22 by Meaford A2A Developments Inc. and dated August 27,
23 2025, based on what I'm seeing at the top of the page.
24 And if you look at the next page, please, you'll see
25 that now the director who's listed for Meaford A2A

1 Developments Inc. is only Mr. Attrux?

2 A. I see that.

3 Q. So, it appears as if Mr. Ambrose is no longer a
4 director?

5 MR. JUKES: Well -- and, Mr. Oliver, I believe
6 that may very well be the case, but I don't believe
7 that's what this document is indicating. It's a
8 certification by Mr. Attrux.

9 MR. OLIVER: Okay.

10 Q. Well, let me ask this, sir. Do you know if Mr. Attrux
11 is the sole director of Meaford A2A Developments Inc.
12 at this time?

13 A. I -- I think the previous document was more correct, --

14 Q. Okay.

15 A. -- Mr. Oliver. I think Grayson Ambrose and Joseph
16 Attrux are both the directors. And maybe this says
17 Mr. Attrux because it's a certification of the
18 information that's set out as -- for the filing is
19 true, correct, and complete, perhaps.

20 Q. Okay.

21 A. It's a -- it's a guess -- it's a -- a guess on my part
22 but just trying to think out loud.

23 Q. So, why didn't Mr. Ambrose or Mr. Attrux swear an
24 affidavit in this proceeding; do you know?

25 A. I -- I don't know. I don't know, Mr. Oliver.

1 Q. As far as you know, those individuals are of sound
2 mind?

3 A. Yes, sir.

4 Q. Are those individuals, as far as you know, familiar
5 with the Meaford A2A Developments Inc.'s business?

6 A. I think Mr. Ambrose may be more familiar with the --
7 the local conditions regarding the property, its
8 rezoning, and its sale on behalf of the co-owners;
9 whereas, perhaps Mr. Attrux is more from the
10 administration point of view, if that makes sense,
11 Mr. Oliver.

12 Q. Thank you. Sir, the lands that are the subject of the
13 Meaford A2A Developments Inc. project were purchased
14 for \$1,265,859.33. Does that sound correct to you?

15 A. Can I take your word for that?

16 Q. Well, let's not do that.

17 A. Do you have a document I could look at, Mr. Oliver?

18 Q. Yes. Certainly. I'll ask Ms. Jorgenson to bring that
19 up, please.

20 So, sir, this is Exhibit A to your affidavit sworn
21 July 25th. If we can bear with Ms. Jorgenson, it looks
22 like she has to rotate the document. We'll see if we
23 have the fancy version of Adobe or not.

24 MS. JORGENSEN: Apologies, all. If you'll just
25 bear with me and give me 2 minutes, I'll prepare the

1 rotated version of this document.

2 Q. MR. OLIVER: In the interests of time, I'll
3 proceed and we can come back to it.

4 MR. JUKES: Jeff, if we can just go off the
5 record for one sec?

6 MR. OLIVER: Yes.

7 (DISCUSSION OFF THE RECORD)

8 Q. MR. OLIVER: Sir, do you know of an individual
9 named Clifton Foo?

10 A. Yes. I -- I did know Clifton Foo.

11 Q. Is Clifton Foo any relation to Dirk Foo?

12 A. Yes. It's his brother.

13 Q. And where does Clifton Foo reside to the best of your
14 knowledge?

15 A. In North America somewhere. He lived in Atlanta, but I
16 -- I don't know where he lives now. I think maybe
17 Portland somewhere. Is that a -- is that a place,
18 Portland?

19 Q. It's several places. But, yes. Thank you.

20 A. Yeah.

21 Q. Sir, in paragraph 25 of your affidavit, you state that
22 a portion of the sale proceeds from each of the UFIs of
23 Meaford were to be set aside in a concept development
24 fund to be used for zoning and development planning; is
25 that correct?

1 A. Yes. Of \$10,000 that the co-owners paid for the UFI,
2 \$500 of that -- they instructed the facilitator to put
3 that into the bank account so that it could support the
4 rezoning of the property. And that bank account, I
5 believe, was opened in the name of Meaford A2A
6 Developments Inc.

7 Q. And I believe you say in your affidavit that the
8 concept planning fund for Meaford has been depleted; is
9 that right?

10 A. Yeah. The records shows that.

11 Q. And when was it depleted?

12 A. Do you have the document there, Mr. Oliver?

13 Q. Well, do you mean the affidavit --

14 A. Let -- let -- let me say around about 2016, maybe 2017.

15 Q. And can you provide me with some detail on the
16 expenditures that resulted in the concept planning fund
17 becoming depleted?

18 A. I thought we had provided that to you, Mr. Oliver.

19 Q. Well --

20 A. Perhaps I could refer to Mr. Jukes if that was
21 provided.

22 Q. Well, sir, there's a statement in your affidavit that
23 describes, in a general sense, what expenditures were
24 made, but what I'm asking for, to be particular, is
25 some more particulars of that. So, let me reframe the

1 question. Do you have a document that shows a ledger
2 of the expenditures made out of the concept development
3 fund for Meaford?

4 A. I do not have a ledger. I don't have any accounting
5 records. However, there was a schedule which showed
6 activities which were used on the -- in the concept
7 planning expenditure. I -- I thought you -- I thought
8 I had provided that to you, Mr. Oliver. Perhaps -- in
9 fact, I was sure that that was provided to you. But
10 I -- I -- I can -- you know, I can remain corrected if
11 you wish.

12 Q. Okay. To my recollection, I don't recall seeing that
13 in the affidavit or in the exhibits. If I'm incorrect,
14 perhaps Mr. Jukes can advise me.

15 MR. JUKES: No, I think you're probably
16 correct there, Mr. Oliver.

17 Q. MR. OLIVER: Okay. So, I'm going to request
18 that you please provide us with the document that you
19 indicated that references expenditures made from the
20 concept development fund for Meaford.

21 MR. JUKES: Sure. We'll give that
22 undertaking.

23 MR. OLIVER: And while I'm at it, just in the
24 interests of efficiency, I'd like to ask for the same
25 with respect to Wingham and Lake Huron Shores.

1 MR. JUKES: Sure.

2 MR. OLIVER: Thank you.

3 UNDERTAKING NO. 1 - To provide the
4 document that references expenditures
5 made from the concept development fund
6 for Meaford, Wingham, and Lake Huron
7 Shores

8 Q. MR. OLIVER: Do you recall, sir, out of those
9 funds in each of those concept planning funds, were any
10 fees paid to any member of the A2A Group or their
11 directors or officers?

12 A. No, not -- not to my recollection. My recollection is
13 -- and it's quite a list, Mr. Oliver, so -- but they
14 are mainly suppliers and service providers.

15 Q. Thank you. Okay. I believe Mr. Jorgenson has that
16 document available now, so I'm going to ask her to
17 share her screen.

18 So, sir, this is Exhibit A to your affidavit sworn
19 July 25, 2025. If I could ask -- yes, you'll see --

20 A. Yes. I see the consideration there, Mr. Oliver.

21 Q. And this appears to be a land transfer dated February
22 14, 2011 -- or 2011 with respect to the Meaford lands?

23 A. Yes, public -- the -- excuse me, yes.

24 Q. So, as far as you know, sir, the consideration
25 reflected here, being \$1,265,859.33 was the

1 consideration paid for the Meaford lands?

2 A. Yes. I see that amount, Mr. Oliver.

3 Q. Thank you very much. Sir, has Meaford A2A Developments
4 Inc. had any success with respect to rezoning the
5 Meaford lands?

6 A. I believe it is rezoned.

7 Q. Do you recall from what zoning into what zoning?

8 A. It was agricultural, and now it is residential and
9 recreational.

10 Q. So if I can ask Ms. Jorgenson, please, to pull up
11 Exhibit C to your affidavit sworn on July 25, 2025.
12 And, sir, according to your affidavit, this is a deed
13 of covenant with respect to Meaford A2A Developments
14 Inc. We'll get that up in front of you shortly.

15 And, sir, I am, in particular, going to direct
16 your attention to Article 12 where it states books and
17 records. Do you see that?

18 A. I can.

19 Q. So, I'm going to -- see here under Article 12.01,
20 you'll see: (as read)

21 The facilitator will keep or cause to be
22 kept and maintained on behalf of the
23 co-owners at the facilitator's principal
24 place of business in Ontario (a) full
25 and accurate books of account and

1 records reflecting the receipts and
2 expenditures relating to the property;
3 and (b) a register of co-owners.

4 Have I read that accurately?

5 A. You have.

6 Q. Thank you. I believe earlier in your evidence, sir,
7 you said that the facilitator was Mr. Foo?

8 A. Yes.

9 Q. Do you know how long he's been a facilitator?

10 A. Since he was appointed at the first annual general
11 meeting.

12 Q. Do you know if Mr. Foo has maintained full and accurate
13 books of accounts and records reflecting the receipts
14 and expenditures relating to the property?

15 A. I don't personally know.

16 Q. Do you know if such records are located in Ontario, if
17 they exist?

18 A. I don't know that.

19 Q. Do Mr. Attrux and Mr. Ambrose, to your knowledge, have
20 access to any such books or records, if they exist?

21 A. I -- sorry, I don't know the answer to that question,
22 Mr. Oliver.

23 Q. Do you have access to any accounting records of Meaford
24 A2A Developments Inc.?

25 A. I do not.

1 Q. So, you state, sir, in paragraph 31 of your affidavit
2 that Meaford A2A Developments Inc. is indebted to other
3 A2A companies by way of noninterest bearing loans
4 advanced by other A2A entities; is that correct?

5 A. Yes.

6 Q. Without access to the accounting records, sir, how do
7 you know that?

8 A. I know that they were -- they -- Meaford was lent funds
9 because they had run out of concept planning funds, and
10 so they were lent by an -- an A2A company in Asia to
11 keep them going.

12 Q. And how did you come to learn of that?

13 A. I just was -- I heard about it, from time to time,
14 while I was in the office in Singapore.

15 Q. Okay. And who in the office in Singapore told you
16 that?

17 A. Mr. Foo.

18 Q. Okay. So, did anybody else tell you that?

19 A. No.

20 Q. So, the sole source of your knowledge --

21 A. I reported to Mr. Foo. I reported to Mr. Foo.

22 Q. Okay. So, the sole source of your knowledge about the
23 indebtedness referenced at paragraph 31 of your
24 affidavit is Mr. Foo?

25 A. Yes. Yes.

1 Q. Can you advise which A2A entities advanced funds to
2 Meaford A2A Developments Inc.?

3 A. Not truthfully.

4 Q. And that's because Mr. Foo hasn't told you that
5 information?

6 A. He just told me that he had to send funds. He didn't
7 particularly expand on that.

8 Q. And what is the amount of the intercompany loans that
9 you reference in paragraph 31 of your affidavit?

10 A. I -- I've no total in -- I don't know of any total.

11 Q. So, sir, earlier in your evidence, you advised that you
12 do not have access to any accounting records and you
13 weren't sure if Mr. Ambrose or Mr. Attrux did; is that
14 accurate?

15 A. Yes.

16 Q. So, I'm going to put a request on the record that
17 inquiries be made to determine the particulars of the
18 noninterest bearing loans referenced in paragraph 31 of
19 the July 25th affidavit, including the parties who
20 advanced funds to Meaford A2A Developments Inc., the
21 amounts of the funds, the dates of the advances, and
22 any documents in support of the terms of those
23 advances.

24 MR. JUKES: We'll make those inquiries.

25 MR. OLIVER: Thank you.

1 UNDERTAKING NO. 2 - To make inquiries
2 to determine the particulars of the
3 noninterest bearing loans referenced in
4 paragraph 31 of the July 25 affidavit,
5 including the parties who advanced
6 funds to Meaford A2A Developments Inc.,
7 the amounts of the funds, the dates of
8 the advances, and any documents in
9 support of the terms of those advances

10 Q. MR. OLIVER: Sir, when has Meaford A2A
11 Developments Inc. last produced a financial statement?

12 A. I don't know that.

13 Q. Have you ever seen a financial statement from Meaford
14 A2A Developments Inc.?

15 A. I did see one around about 2016.

16 Q. Okay. Any other ones you can recall?

17 A. Maybe 2015.

18 Q. I'm going to request, please, that you make inquiries
19 and advised when the last financial statements for
20 Meaford A2A Developments were produced and to produce
21 the last two years of financial statements for Meaford
22 A2A Developments Inc. to the extent that they exist.

23 MR. JUKES: Yes, we can do that.

24 UNDERTAKING NO. 3 - To make inquiries
25 and advise when the last financial

1 statements for Meaford A2A Developments
2 were produced and to produce the last
3 two years of financial statements for
4 Meaford A2A Developments Inc. to the
5 extent that they exist

6 Q. MR. OLIVER: At paragraph 32 of your affidavit,
7 sir, you state that the intercompany loans are not
8 repayable until after the Meaford lands are sold,
9 correct?

10 A. Yes.

11 Q. And I take it the sole source of that knowledge was
12 Mr. Foo giving that information to you?

13 A. Yes.

14 Q. And you're not able to provide any documentation with
15 respect to the interest free loans evidencing any
16 maturity date or anything of that nature?

17 A. Sorry, Mr. Oliver, I don't have that --

18 Q. Thank you.

19 A. -- information.

20 Q. In paragraph 34 of your affidavit, sir, you discuss
21 property taxes with respect to Meaford. Has Meaford
22 A2A Developments Inc. ever advised the co-owners the
23 property taxes were no longer being paid out of the
24 concept planning fund?

25 A. I don't know. Sorry.

1 Q. Were co-owners ever advised that the taxes were in
2 arrears?

3 A. I don't know the answer to that, sorry.

4 Q. Were the co-owners ever advised to make a financial
5 contribution to Meaford to replenish the concept
6 planning fund?

7 A. Not to my knowledge.

8 Q. In paragraph 39 of your affidavit, sir, you said that
9 Meaford carried through with the process to the point
10 where the CPF was exhausted and additional funds had
11 been loaned to the project by Meaford. Do you recall
12 making that statement in your affidavit?

13 A. I believe so. I think so.

14 Q. And are you saying that funds from Meaford A2A
15 Developments Inc. were loaned to the concept planning
16 fund; is that what you're saying?

17 A. No. What I'm saying is that a company in Asia would
18 lend the funds to the co-owners. The -- the -- the --
19 the bank account Meaford A2A Developments belongs to
20 the co-owners. If you review -- if you -- if you have
21 time to review the -- the deed of covenant, it said
22 that the funds belonged to the co-owners in -- in the
23 Meaford A2A Developments, and they give permission to
24 the facilitator to use those funds to bring the -- the
25 project to rezoning. I think that -- that was my

1 interpretation of it, Mr. Oliver.

2 Q. Thank you.

3 MR. OLIVER: Ms. Jorgenson, can you please
4 bring up paragraph 39 of Mr. Lind's July 25 affidavit.
5 Thank you.

6 Q. So, paragraph 39 says: (as read)
7 Meaford carried through with the process
8 to the point where the CPF was exhausted
9 and additional funds had been loaned to
10 the project by Meaford.

11 So, I'm just going to pause. Is that an error, then, in
12 the affidavit, sir?

13 A. Yes, it is. Sorry about that, but -- the funds are
14 lent to the co-owners, and the co-owners in Meaford A2A
15 Developments are -- are basically the same people,
16 Mr. Oliver.

17 Q. I guess what I'm confused about, sir, is --

18 A. Sorry to have confused you, Mr. Oliver. I'm sorry.

19 Q. That's fine. It's not that difficult to do. And so
20 what confuses me in paragraph 39 is it says the funds
21 had been loaned to the project by Meaford. So, what
22 confuses me is -- this suggests to me that Meaford A2A
23 Developments was a lender, and I believe what you told
24 me in your evidence a few minutes ago was that it may
25 have been another A2A entity from Asia that lent funds

1 to Meaford. And if I misstated that, please correct
2 me.

3 A. Yeah. The company in Asia would have lent the funds to
4 the co-owners, and the co-owners -- the co-owners as --
5 as spelled out in the deed of covenant is Meaford A2A
6 Developments Inc., so they're actually, in our mind,
7 one and the same, Mr. Oliver. So, I -- I can
8 understand your confusion in -- in -- in what I'm
9 saying.

10 Q. So, which Asia entity lent money to the Meaford
11 project?

12 A. Well, it -- it may have been any of the A2A companies
13 in Asia. There were -- there was a company in -- I
14 would think it would be the company in Singapore. I
15 have no evidence of that, but I would -- I would think
16 it would be the company in Singapore.

17 Q. And, sir, is the basis for your knowledge in paragraph
18 39 what Mr. Foo told you?

19 A. It would be my -- it's -- I think that paragraph 39 is
20 actually -- as you say, it's -- it's confusing because
21 Mr. Foo told me that the funds were lent to the
22 co-owners, and the co-owners are Meaford A2A
23 Developments Inc. I -- I -- I don't think I'm being
24 very clear, but -- because I --

25 Q. Because you're not Mr. Foo?

1 A. -- I'm trying to be clear. I'm trying to be clear,
2 but...

3 Q. So --

4 A. So, a statement by Mr. Foo would be A2A in -- in Asia
5 has lent funds to the co-owners to progress the
6 rezoning of the property. So, that's probably more --
7 probably describes what I'm trying to say more, if --
8 if that makes any sense to you.

9 Q. So, I'm going to put a request on the record that the
10 particulars of the loan being referenced in paragraph
11 39 of your affidavit be produced or at least inquiries
12 be made with respect to it, including the parties to
13 the loan, the terms of the loan, the amount, and the
14 date that it was advanced and any documents in support
15 of that loan.

16 MR. JUKES: We can make the inquiries. This
17 may be somewhat related to Undertaking No. 2 there, but
18 in any event, we'll make the inquiries.

19 MR. OLIVER: Thank you.

20 UNDERTAKING NO. 4 - To make inquiries
21 and produce the particulars of the loan
22 being referenced in paragraph 39 of the
23 July 25, 2025 affidavit, including the
24 parties to the loan, the terms of the
25 loan, the amount, and the date that it

1 was advanced and any documents in
2 support of that loan

3 Q. MR. OLIVER: And, sir, there's no reason you're
4 aware of that Mr. Foo could not have sworn an affidavit
5 in this proceeding?

6 A. I wouldn't like to put any words in Mr. Foo's mouth,
7 but...

8 Q. In paragraph 40 of your affidavit, sir, you mentioned
9 that Mr. Foo has overseen multiple A2A projects. Do
10 you recall making that statement?

11 A. Yes.

12 Q. To the best of your knowledge, sir, have any of the A2A
13 projects overseen by Mr. Foo been sold to a third
14 party?

15 A. Yes.

16 Q. Which ones?

17 A. 68 Merton Street which was block of condominiums in
18 Ontario and also the property in U.S.A. called
19 Sendera Ranch.

20 Q. And, to the best of your knowledge, have any of those
21 projects resulted in a positive return to investors?

22 A. Yeah, those -- I -- I think the investors were happy
23 with their returns. I mean I haven't spoken to an
24 investor to -- they were invited to go ahead and exit
25 the project, so -- I -- I don't know about happiness

1 being a word, but they were satisfied, I guess, with
2 their returns.

3 Q. In paragraph 43 of your affidavit, you state that the
4 Meaford lands were subject to a conditional sale to a
5 person named Jonathan Bowman. Do you recall that?

6 A. Yes.

7 Q. And --

8 A. Can I interrupt you, Mr. Oliver?

9 Q. Yes.

10 A. Do you mind if I just went and got a drink? I've been
11 talking for an hour, and I guess you have too. And
12 so --

13 MR. OLIVER: I apologize. I should have been
14 watching the clock more closely. Is everyone okay if
15 we take 5 minutes to refresh?

16 THE WITNESS: Oh, that would be great,
17 Mr. Oliver. Thank you.

18 MR. OLIVER: Thank you very much. Let's go off
19 the record.

20 (DISCUSSION OFF THE RECORD)

21 (ADJOURNMENT)

22 Q. MR. OLIVER: So, Mr. Lind, I think before the
23 break, I had asked you, when you swore your July 25,
24 2025 affidavit, if the Meaford lands were subject to a
25 conditional sale to a person named Jonathan Bowman?

1 A. Yes.

2 Q. And you state in your supplemental affidavit in
3 paragraph 5 that conditions were not lifted by
4 Mr. Bowman, and the conditional sale will not be going
5 ahead; is that correct?

6 A. I was advised that by LePage, the real estate brokers.

7 Q. Thank you. Now, I think you also mentioned, sir, that
8 discussions are ongoing with Mr. Bowman about a
9 possible new transaction; is that accurate as far as
10 you know?

11 A. Yeah. Mr. Ambrose advised me of -- that that was the
12 situation, so -- I -- I haven't spoken to LePage about
13 that, but I'm just repeating what Mr. Ambrose had said.

14 Q. Have you considered if you are going to request a new
15 vote from the co-owners if a new transaction is entered
16 into?

17 A. I think we would have to, Mr. Oliver. I think it's --
18 it would be -- well, I'm -- I'm thinking out loud. I
19 think it would be a completely new transaction. So,
20 therefore, we would have to advise the co-owners that
21 there is a new transaction and these are the conditions
22 of the new transaction if it eventuates.

23 Q. Thank you. So, sir, in paragraph 46 of your affidavit,
24 you speak about materials that were distributed for an
25 extraordinary general meeting with respect to Meaford,

1 and you say that the materials for the extraordinary
2 general meeting were distributed to the co-owners by
3 A2A Capital Management Pte. Ltd. which you define as
4 client services. Does that ring a bell?

5 A. Yes. The client services department of A2A Capital
6 Management Pte. Limited.

7 Q. And you say also in paragraph 46 client services is a
8 Singapore company that holds the master list of all
9 co-owners and their contact information; is that right?

10 A. Yes. That list is the sales that were made by A2A
11 Capital Management in Singapore and in Asia.

12 Q. Okay. That list would include the contact information
13 for co-owners of the Meaford project; is that correct?

14 A. For the Meaford project, yes.

15 Q. Is that also true with respect to Angus Manor,
16 Windridge, and Fossil Creek?

17 A. Well, the Fossil Creek and Windridge are both owned by
18 the trustee who is Mr. Foo. So, there's only one party
19 to that. The Angus Manor Park, there was a list on
20 file which was used to send out the notice of general
21 meeting last year when we received the offer from
22 X-energy on the AMP project.

23 Q. So, sir, are you employed by A2A Capital Management
24 Pte. Ltd.?

25 A. No.

1 Q. Are you a director --

2 A. No.

3 Q. -- of that entity? No?

4 Are you a shareholder of that entity?

5 A. No.

6 Q. Are you a consultant to that entity?

7 A. No.

8 Q. When you say in your affidavit at paragraph 46 "all
9 materials for the AGM were distributed to the co-owners
10 by A2A Capital Management Pte. Inc.," the basis for
11 your knowledge is solely what Mr. Foo told you?

12 A. Yes.

13 Q. You can't independently confirm that all materials for
14 the AGM were sent to the co-owners by A2A Capital
15 Management Pte. Ltd.?

16 A. Well, Mr. Foo advised me and I -- I believe
17 Mr. Carscallen advised that they had received all the
18 votes from all the co-owners. So, I guess they -- they
19 definitely received it.

20 Q. But you don't independently know that all of the
21 information for the AGM were distributed to co-owners
22 by A2A Capital Management Pte. Ltd. because you're
23 relying on Mr. Foo, correct?

24 A. I'm relying on -- yeah, I'm relying on Mr. Foo's...

25 Q. Thank you. Sir, I'm going to ask Ms. Jorgenson to

1 please bring up Appendix B to the Monitor's Seventh
2 Report. Sir, this is a letter from our firm to
3 Mr. Jukes and Ms. Meyer dated June 16, 2025. Do you
4 see that?

5 MR. JUKES: And, Mr. Oliver, I may very well
6 be objecting here. Can I have a minute to see the
7 letter? I just want to get a sense of what this
8 document is about.

9 MR. OLIVER: Yes.

10 MR. JUKES: Sorry, which exhibit?

11 MR. OLIVER: This is appendix -- so, the
12 Monitor's Seventh Report, Appendix B.

13 MR. JUKES: Okay. And what does this have to
14 do with the application to add Meaford? This looks
15 like it's about the other companies in the proceedings
16 here.

17 MR. OLIVER: The evidence given in Mr. Lind's
18 affidavit is with respect to questions of the use of
19 investor contact information, and it seems to suggest
20 that investors have been contacted through the
21 Singaporean entity. This is evidence on the
22 application that was contained in the Monitor's report,
23 and I would like to ask questions about what happened
24 with this letter because we've had no response.

25 MR. JUKES: Well, I'm going to object to those

1 questions. You can ask them if you want, but, again, I
2 don't see how this has anything to do with adding of
3 the other entities which is what our application on the
4 26th is about. So...

5 MR. OLIVER: Well, I'm just going to say your
6 client has given evidence about what these entities
7 have -- where the contact information is. They have in
8 the past, as well, so I will put it out there. You can
9 object.

10 MR. JUKES: Okay.

11 MR. OLIVER: And we'll deal with it.

12 Q. Sir, this is a letter dated June 16, 2025 from the
13 Monitor's counsel requesting that the A2A Group issue
14 correspondence to the master investor list advising
15 offshore investors of these proceedings. Do you know
16 if this correspondence was ever provided to Mr. Foo?

17 MR. JUKES: I'm going to object to the
18 question. This has nothing to do with the additional
19 project entities.

20 MR. OLIVER: And, for the record, these
21 proceedings -- the evidence and the application in the
22 future will go beyond that. I don't wish to examine
23 Mr. Lind in the future on this, so I'm asking the
24 question now.

25 OBJECTION TAKEN to answering the question: Sir, this is a

1 letter dated June 16, 2025 from the Monitor's counsel
2 requesting that the A2A Group issue correspondence to
3 the master investor list advising offshore investors of
4 these proceedings. Do you know if this correspondence
5 was ever provided to Mr. Foo?

6 Q. MR. OLIVER: Mr. Lind, do you know if the
7 information contained in this letter was ever issued to
8 the master investor list?

9 MR. JUKES: I'm going to object to the
10 question.

11 OBJECTION TAKEN to answering the question: Mr. Lind, do
12 you know if the information contained in this letter
13 was ever issued to the master investor list?

14 Q. MR. OLIVER: Sir, do you understand that,
15 associated with any sale of the Meaford lands, tax
16 returns need to be filed in Canada on behalf of foreign
17 investors?

18 A. Yes. They do have to be filed with the CRA to -- to
19 receive a tax clearance certificate before funds can be
20 sent overseas.

21 Q. And who is responsible for doing that, to your
22 knowledge?

23 A. In the past, it has been the accounting department of
24 A2A Canada.

25 Q. Did the accounting department of A2A Canada do that

1 process with respect to the Merton project that you
2 referenced previously in your evidence?

3 A. Yes.

4 Q. In paragraph 48 of your affidavit, you discuss what you
5 refer to as an exit package with respect to the Meaford
6 lands. And you say that it contemplates "significant
7 costs for administration tax and conveyancing," but you
8 then say that the actual costs may well end up being
9 less. Do you recall saying that?

10 A. I do.

11 Q. And those amounts including commissions and
12 conveyancing costs total, in your view, \$4,478,434.77;
13 does that ring a bell?

14 A. I believe that was the amounts submitted as an estimate
15 of what it could be. I believe some of those costs
16 related to the VTB and that, if that were to fall
17 through, there may have to be a reversal of the titles
18 back to the co-owners.

19 MR. OLIVER: Ms. Jorgenson --

20 A. Beyond that, we -- we were taking advice from
21 Carscallen in -- in Calgary on that, so --

22 MR. JUKES: And I'll caution you. You don't
23 have to get into any discussions you had with legal
24 counsel.

25 Q. MR. OLIVER: Other than discussions with legal

1 counsel, sir, was there anything else you wanted to add
2 with respect to your answer?

3 A. They were conservative estimates, and if there were
4 savings or a way to do things differently that wouldn't
5 have cost so much, they would have been to the benefit
6 of the co-owners.

7 Q. So --

8 A. We -- we provided that information to the co-owners so
9 that they could be prepared for, you know, various
10 costs in the closing process of -- of that project
11 which would be several years time because of the VTB,
12 so it's difficult to assess what would the cost be in
13 four or five years time. So, it was just -- it was an
14 honest assessment, I think, by Mr. Attrux.

15 Q. Sir, if I can take you, please, and ask Ms. Jorgenson
16 to bring up Exhibit F to your July 25, 2025 affidavit.
17 Is this a copy of a document called "Overview of the
18 Exit Offer"?

19 A. This is what was provided to the co-owners.

20 Q. Thank you. And you'll see approximately in the middle
21 of the page, sir, it says: (as read)

22 Less costs related to the sale and
23 disbursement costs.

24 You see it there. It says CAD \$4,478,434.77?

25 A. For the sales commission amount?

1 Q. Well, first of all, it says costs related to the sale
2 and disbursement costs CAD \$4,478,434.77, and then you
3 see below that there is a breakdown of that amount?

4 A. I -- I do see that.

5 Q. Thank you. And you will see one of the items there,
6 sir, is: (as read)

7 Admin/distribution/tax prep.

8 Do you see that?

9 A. I do.

10 Q. And that is CAD \$2,784,935?

11 A. Yes.

12 Q. Does that figure include any fees payable to any member
13 of the A2A Group?

14 A. No.

15 Q. So, can you tell me, of the \$2,784,935, what the
16 breakdown of that estimate is as between the three
17 items mentioned here which is admin/distribution/tax
18 prep?

19 A. No.

20 Q. You would agree with me, sir, that it's likely that
21 there is a breakdown of that calculation somewhere in
22 Meaford's records?

23 A. Possibly.

24 Q. I'm going to put a request on the record that inquiries
25 be made to determine the constituent elements of the

1 2,784,935 figure at Exhibit F and that any documents
2 that demonstrate that breakdown be produced.

3 MR. JUKES: Okay. We'll inquire.

4 MR. OLIVER: Thank you.

5 UNDERTAKING NO. 5 - To make inquiries
6 to determine the constituent elements
7 of the 2,784,935 figure at Exhibit F of
8 the July 25, 2025 affidavit and that
9 any documents that demonstrate that
10 breakdown be produced

11 A. Am I allowed to ask you a question, Mr. Oliver?

12 Q. MR. OLIVER: Technically not, but you --

13 A. Okay.

14 Q. -- asked for a break, and I gave you one; so, I
15 probably shouldn't be so specific. So, go ahead.

16 A. I just wonder now that this offer is -- has -- is no
17 longer current, then -- if there is never -- if there's
18 a new offer, then this would be a completely different
19 document -- document. So, I'm just wondering why we're
20 spending time going through something that is no longer
21 current? That is my question.

22 Q. My answer is that's my prerogative.

23 A. Thank you, Mr. Oliver.

24 Q. Thank you. Sir, did you review Exhibit F before it was
25 sent to investors?

1 A. Exhibit F?

2 Q. Yes. The document we were just looking at which was
3 the summary of the exit offer.

4 A. No.

5 Q. Do you know who would have reviewed this before it was
6 sent?

7 A. Mr. -- Mr. Foo would have reviewed it. I think
8 Mr. Attrux would have reviewed it.

9 Q. Based on my review of this document, sir, it doesn't
10 indicate anywhere in it that the take back -- or that
11 the vendor take-back mortgage that was proposed was to
12 be interest free. Would that surprise you?

13 A. That the mortgage -- that the VTB was interest free
14 would surprise me or the document would surprise me?

15 Q. The fact that the document doesn't disclose that to
16 investors.

17 A. Is this a complete document package, Mr. Oliver?

18 Q. It's your affidavit, Mr. Lind. I'll ask you that
19 question.

20 A. Okay.

21 MR. JUKES: Well, in fairness, Mr. Oliver,
22 you've shown him one document when, in his affidavit,
23 he lists about four of them in different exhibits.
24 So...

25 A. It does say on the top of this that there is a vendor

1 take back over four years --

2 Q. MR. OLIVER: Correct.

3 A. -- known as a VTB, type of venditing arrangements. You
4 know, it doesn't say if there's interest -- if there's
5 interest on the VTB or not, Mr. Oliver.

6 Q. Correct.

7 MR. OLIVER: So, for the sake of fairness to
8 the witness, I'll leave an undertaking on the record
9 that if there is a reference in any exhibit in the
10 affidavit -- in your affidavit to the fact that the
11 vendor take-back mortgage that's included in this offer
12 is to be interest free, if there is a reference in the
13 materials, to please advise.

14 MR. JUKES: We're not going to give that
15 undertaking. I mean the documents speak for
16 themselves. There's six of them from Exhibit D through
17 I, and you are able to review them as are we.

18 UNDERTAKING NO. 6 - To advise if there
19 is a reference in any exhibit in the
20 July 25, 2025 affidavit to the fact
21 that the vendor take-back mortgage
22 that's included in the offer is to be
23 interest free - REFUSED

24 Q. MR. OLIVER: Okay. Well, then, Mr. Lind, I
25 guess I'll ask the question again. Would it surprise

1 you, based on your experience with the A2A Group, that
2 this document does not disclose to investors that the
3 vendor take-back mortgage is to be interest free?

4 MR. JUKES: And I'm going to object to the
5 question. I don't think it's relevant what surprises
6 him or not. Let's move on.

7 Q. MR. OLIVER: All right. You take your
8 counsel's advice on that, sir?

9 A. Of course.

10 OBJECTION TAKEN to answering the question: Well, then,
11 Mr. Lind, I guess I'll ask the question again. Would
12 it surprise you, based on your experience with the A2A
13 Group, that this document does not disclose to
14 investors that the vendor take-back mortgage is to be
15 interest free?

16 MR. OLIVER: So, Ms. Jorgenson, can you please
17 bring up the affidavit that was provided to us today by
18 Mr. Jukes.

19 Q. Sir, I'm showing you your second supplemental affidavit
20 which was sworn earlier today. Do you see that?

21 A. I do.

22 Q. So, you'll recall, sir, that the affidavit affixes some
23 property tax history records with respect to the
24 Meaford lands?

25 A. Yes.

1 Q. And I'm just going to note that the version of the
2 affidavit that's currently on your screen is not the
3 sworn version. I just realized that. We were provided
4 that with, I believe, in the midst of this discovery.

5 MR. OLIVER: Mr. Jukes, would you prefer we
6 bring the sworn version up or are we okay to proceed
7 with this?

8 MR. JUKES: I think we're okay to proceed. I
9 can confirm that the unsworn version I sent you earlier
10 this morning is identical to the sworn version. There
11 weren't any changes after that.

12 MR. OLIVER: Thank you.

13 Q. So, sir, based on the records affixed at Exhibit A to
14 this affidavit, my review of the records seems to
15 indicate that there were property tax payments made by
16 some entities within the A2A Group other than Meaford
17 A2A Developments Inc. Does that sound correct to you?

18 A. Yes.

19 Q. In particular, there was a payment made by A2A
20 Developments Inc.; does that ring a bell? I think we
21 can see it there.

22 A. Yeah, there -- there it is. There it is.

23 Q. And, just for the record, those are payments made on
24 the 21st of July and the 16th of August, correct? I'll
25 ask Ms. Jorgenson --

1 A. Yes.

2 Q. -- to scroll back up. Thank you.

3 And you'll also see, sir, on the 16th of May,
4 2023, there's a payment made by 68 Merton A2A
5 Developments. Do you see that?

6 A. Yes.

7 Q. And another one on August 15, 2023?

8 A. Yes.

9 Q. And 68 Merton A2A Developments was the entity you
10 referenced before that had lands sold?

11 A. Yes.

12 Q. Now, the statements that we've looked at are, I think,
13 somewhat confusing because I understand that some
14 parcels were combined with respect to these lands. So,
15 there is some property that seems to have had a deleted
16 role that's on these statements. Just to cut to the
17 chase, is it your understanding, sir, that there
18 remains outstanding property taxes on the Meaford lands
19 of \$271,527.94 including penalties and interest?

20 A. That sounds like it should be on this document,
21 Mr. Oliver.

22 Q. Yes. Ms. Jorgenson is madly scrolling.

23 A. I see that. Yeah. Yeah. Yes.

24 Q. Okay. So, for the record, we're at page 18 of 37 --

25 A. Mmm-hmm.

1 Q. -- of the PDF.

2 A. Yeah. That's the amount that the co-owners owe the
3 Municipality of Meaford.

4 Q. Now, if we see, sir, up on the left-hand portion of
5 this document under "Property Owner," --

6 A. Yes.

7 Q. -- you'll see there is a reference to 2273630 Ontario
8 Limited?

9 A. Yes.

10 Q. Do you know what that company is?

11 A. That was a company that you showed me on the -- on the
12 purchase agreement, wasn't it, the purchase agreement
13 that you showed me earlier?

14 Q. I -- yes. One moment, please.

15 MR. OLIVER: Ms. Jorgenson, can you please
16 bring that up?

17 A. It looks like an Alberta numbered company, Mr. Oliver.
18 I'm talking about the number of the company.

19 Q. Ms. Jorgenson will have it up soon. I believe this was
20 the document she had to turn sideways.

21 A. The one that she had to rotate?

22 Q. Yes.

23 A. That one?

24 Q. Yes. Why don't we come back to that and we'll continue
25 -- oh, here we go.

1 A. There it is, Mr. Oliver.

2 Q. Yes, sir. Actually, that's not the same entity. So,
3 this company is 2254221 Ontario Ltd., and the company
4 that was shown on the property tax statements was
5 2273630 Ontario Limited. So -- one moment, please.

6 So, sir, I'm going to show you a document --
7 sorry, can we go off the record for a moment, please.

8 (DISCUSSION OFF THE RECORD)

9 MR. OLIVER: Ms. Jorgenson, can you please
10 bring up the corporate search.

11 MS. JORGENSEN: Just to clarify, it's a corporate
12 search for the entity that is 2 --

13 MR. OLIVER: Correct.

14 Q. So, Mr. Lind, I'm going to show you a document which is
15 an Ontario profile report?

16 A. Yep.

17 Q. Meaford A2A Developments Inc.; do you see that?

18 A. Mmm-hmm. I do.

19 Q. If you scrolled down -- sorry, Ms. Jorgenson, if you
20 can stay on the first page -- you'll see on the fourth
21 line there is a reference to an Ontario corporation
22 number?

23 A. I do.

24 Q. And it says 2273630; do you see that?

25 A. Correct.

1 Q. And you'll see if you scroll down -- or -- sorry -- if
2 you look down two more lines under "Status," it says:
3 (as read)

4 Inactive. Amalgamated.

5 A. Yeah.

6 Q. So, sir, was there an amalgamation between 2273630
7 Ontario Limited and the other Ontario company which is
8 2254221 Ontario Inc. to create Meaford A2A Developments
9 Inc.?

10 A. Let me just think out loud here, Mr. Oliver. I'm just
11 trying to go back.

12 MR. JUKES: And, Mr. Lind, I don't believe
13 he's asking you to guess or speculate.

14 THE WITNESS: Oh, okay.

15 MR. JUKES: I think he's just asking if you
16 know.

17 A. I'll say no, Mr. Oliver.

18 Q. MR. OLIVER: No, that you don't know?

19 A. No -- no that I don't know if there's been an
20 amalgamation like you suggested.

21 Q. Okay.

22 MR. OLIVER: Could I please leave a request on
23 the record for those inquiries to be made.

24 MR. JUKES: I'll take it under advisement.

25 I'm questioning some of the relevance here, and I don't

1 know if the document is suggesting what you suggest --
2 or saying it is, but let me think about that one. So,
3 you're looking for inquiries about this 2273630 and
4 whether it was amalgamated?

5 MR. OLIVER: With 225. And, Mr. Jukes, the
6 relevance of the request is on the property tax
7 statement 227 is shown as the party to whom the taxes
8 are being assessed.

9 MR. JUKES: Right. Okay.

10 MR. OLIVER: And which, thus, would mean it's
11 responsible for its payment.

12 MR. JUKES: All right. We'll look into that.

13 MR. OLIVER: Thank you.

14 UNDERTAKING NO. 7 - To make inquiries
15 and advise if there was an amalgamation
16 between 2273630 Ontario Limited and
17 2254221 Ontario Inc. to create Meaford
18 A2A Developments Inc. - TAKEN UNDER
19 ADVISEMENT

20 Q. MR. OLIVER: Okay. Sir, I'm going to move on
21 to some questions about Wingham. Do you recall if the
22 Wingham lands were purchased by Wingham Creek A2A
23 Developments Inc. for \$1,600,000?

24 A. Yes, I do recall that.

25 MR. OLIVER: Can we go off the record, please.

1 (DISCUSSION OFF THE RECORD)

2 Q. MR. OLIVER: Sir, you'll recall you gave
3 evidence with respect to Meaford and the obligation of
4 the facilitator to maintain full and accurate books of
5 accounts and records. Do you recall that?

6 A. Yes, I do.

7 Q. Would your answer to the questions I asked, at that
8 time, be the same with respect to the Wingham project
9 with respect to your knowledge about those books and
10 records?

11 A. Yes.

12 Q. And would your answer be the same with respect to the
13 Lake Huron Shores project as well?

14 A. Yes, it would, Mr. Oliver.

15 Q. When did Wingham Creek A2A Developments Inc. last
16 produce financial statements?

17 A. The last ones that I remember was 2016-2017, perhaps,
18 and then -- and then another group of people took over
19 after that time.

20 MR. OLIVER: I'm going to put a request on the
21 record for the production of those financial statements
22 with the same parameters as I did with respect to
23 Meaford, and while I'm at it, I'll put the same request
24 -- sorry. We'll just leave it at that for now.

25 MR. JUKES: Okay.

1 UNDERTAKING NO. 8 - To produce the last
2 two years of financial statements for
3 Wingham Creek A2A Developments Inc.

4 Q. MR. OLIVER: Sir, in paragraph 89 of your
5 affidavit, you state that Wingham Creek A2A
6 Developments Inc. is indebted to other A2A companies by
7 way of noninterest bearing loans advanced by other A2A
8 entities. Is the source of your information for that
9 statement Mr. Foo?

10 A. Yes. That's correct, Mr. Oliver.

11 Q. Can you advise which other A2A entities advanced funds
12 to Wingham Creek A2A Developments Inc.?

13 A. Can I?

14 Q. Yes.

15 A. Oh, sorry. No, I can't identify which companies.

16 MR. OLIVER: Mr. Jukes, I'll put a request on
17 the record for the production of the same information
18 for Wingham with respect to these loans as I did for
19 Meaford.

20 MR. JUKES: Okay.

21 MR. OLIVER: Thank you.

22 UNDERTAKING NO. 9 - To make inquiries
23 to determine the particulars of the
24 noninterest bearing loans made to
25 Wingham Creek A2A Developments Inc.,

1 including the parties who advanced
2 funds, the amounts of the funds, the
3 dates of the advances, and any
4 documents in support of the terms of
5 those advances

6 Q. MR. OLIVER: Sir, just to confirm again for the
7 record, the sole source of your knowledge with respect
8 to the intercompany loans referenced in your affidavit
9 with respect to Wingham is Mr. Foo, correct?

10 A. Yes. Correct, Mr. Oliver.

11 Q. So, sir, earlier in your evidence, you indicated that
12 Wingham Creek A2A Developments Inc. was removed as
13 facilitator; is that correct?

14 A. Yes.

15 Q. So, you're aware, sir, that Wingham Creek A2A
16 Developments Inc. entered into a listing agreement with
17 Royal LePage with respect to the Wingham Creek lands?

18 A. Yes.

19 Q. If I can ask Ms. Jorgenson to please bring that up.
20 Now, sir, this is contained at Exhibit C to the
21 affidavit of George Chambers. Earlier in your
22 evidence, you indicated you had not reviewed this
23 affidavit prior to today. So, I'm going to show you
24 this listing agreement and ask if you've seen this
25 before. And take as much time as you need.

1 A. I -- I think Mr. Ambrose shared this with me.

2 Q. Thank you.

3 A. I think Mr. Ambrose shared this with me.

4 Q. Okay. So, you do recognize the document, sir?

5 A. Well, I recognize the format of the document. I
6 couldn't swear for the words that are on there.

7 Q. Okay.

8 A. But I just know that format of that listing agreement.

9 Q. Okay.

10 A. Which seems to be the same as the one from Meaford and
11 Lake Huron Shores.

12 Q. Okay. So, this is a listing agreement with Wingham
13 Creek A2A Developments Inc. and Royal LePage Real
14 Estate Services Ltd. with respect to the Wingham Creek
15 lands?

16 A. Yes. That's my understanding.

17 Q. And if I can ask Ms. Jorgenson to please scroll down to
18 the signature page, you'll see this appears to have
19 been executed by Mr. Ambrose on, it looks like at the
20 bottom, August 15, 2024. Do you see that?

21 A. I do see that.

22 Q. Sir, was Wingham Creek A2A Developments Inc. removed as
23 facilitator as of this date?

24 A. Yes.

25 Q. When you saw this document provided by Mr. Ambrose, did

1 you have any understanding about what Wingham Creek A2A
2 Developments Inc.'s authority was to execute this
3 document?

4 A. The conversation was that the other facilitator or used
5 to be a facilitator -- I'm not sure how to word it --
6 the people who were charged to be the group to look
7 after Wingham Creek had done nothing. And Mr. Ambrose
8 and Mr. Foo said they wanted to take some action on
9 behalf of the co-owners to at least try to get some
10 interest in this property because it had been
11 languishing with these new people for some years.

12 Q. Thank you. I think I forgot to ask you, sir, you are
13 not a director or officer for Wingham Creek A2A
14 Developments Inc., correct?

15 A. I am not, Mr. Oliver.

16 Q. And you're also not a director or officer of Lake Huron
17 Shores A2A Developments Inc.?

18 A. That's correct, Mr. Oliver.

19 Q. I'm going to ask you some questions now about
20 Lake Huron Shores A2A Developments Inc. Do you recall,
21 sir, that the consideration paid by Lake Huron Shores
22 A2A Developments Inc. to acquire the Meaford lands was
23 \$800,000? Does that ring a bell?

24 A. That rings a bell, yes.

25 Q. Sorry, sir, I may have said by accident the Meaford

1 lands with that question. I meant --

2 A. I thought you said Lake Huron Shores.

3 Q. Well, that's what I meant. So, I just --

4 A. You said we were talking about Lake Huron Shores. So,
5 I --

6 Q. Okay. All right. Thank you. Okay. Thank you.

7 A. I -- I read that into your question.

8 Q. I have no excuse because it's later where you are than
9 where I am, so...

10 A. It's actually past my bedtime, Mr. Oliver.

11 Q. I can tell you I'm almost finished anyway. So with
12 respect to the concept development fund with Lake Huron
13 Shores, is the evidence that you would give about that
14 and your -- and the information that may or may not be
15 available with respect to that fund the same as it was
16 for the Wingham and Meaford projects, sir?

17 A. For Wingham, I don't know very much about Wingham
18 because it's been so long. But like I mentioned for
19 Meaford, we do have a -- a Word document which shows
20 service providers and suppliers expenses from -- from
21 the concept planning fund.

22 MR. OLIVER: So, Mr. Jukes, I'm going to put
23 the same request on the record with respect to the
24 Lake Huron Shores property for the concept development
25 fund as I did with the other projects.

1 MR. JUKES: And I think the first request you
2 made was for the CPF documents for Meaford, Wingham,
3 and Lake Huron Shores.

4 MR. OLIVER: Thank you.

5 MR. JUKES: That's what I've got down.

6 MR. OLIVER: So, I have covered that.

7 Q. With respect to -- in paragraph 66 of your affidavit,
8 you give evidence about Lake Huron Shores A2A
9 Developments Inc. being indebted to other A2A companies
10 by way of noninterest bearing loans advanced by other
11 A2A entities. Consistent with your other evidence,
12 sir, is it your evidence that the source of that
13 information was solely from Mr. Foo?

14 A. Yes. Mr. Foo, Mr. Oliver.

15 Q. And you can't advise me sitting here now which A2A
16 entities advanced funds to Lake Huron Shores A2A
17 Developments Inc. or what the balance of those loans
18 are?

19 A. Sorry, I'm not able to do that.

20 MR. OLIVER: Well, if I can please leave an
21 undertaking on the record with respect to that
22 information on the same terms as I did for the other
23 projects, please.

24 MR. JUKES: Okay.

25 MR. OLIVER: Thank you.

1 UNDERTAKING NO. 10 - To make inquiries
2 to determine the particulars of the
3 noninterest bearing loans made to
4 Lake Huron Shores A2A Developments
5 Inc., including the parties who
6 advanced funds, the amounts of the
7 funds, the dates of the advances, and
8 any documents in support of the terms
9 of those advances

10 Q. MR. OLIVER: In paragraph 74 of your affidavit,
11 sir, you discuss opposition to a proposed development
12 involving the Lake Huron Shores lands from Fusion
13 Homes. Do you recall that?

14 A. I do.

15 Q. Did Fusion Homes ever approach the A2A Group to offer
16 to purchase the LHS lands?

17 A. I don't know the answer to that, sorry. I don't
18 believe so.

19 MR. OLIVER: Okay. If I can just have one
20 moment to confer with my colleague, I'll be back in 1
21 or 2 minutes.

22 (DISCUSSION OFF THE RECORD)

23 (ADJOURNMENT)

24 MR. OLIVER: Mr. Lind, I can confirm that my
25 questioning is complete. Thank you very much. I'll

1 turn it over to Mr. Stephenson.

2 Mr. Stephenson questions the witness:

3 Q. Hello, Mr. Lind.

4 A. Hello, Mr. Stephenson.

5 Q. My name is Aaron Stephenson. I'm with the Norton Rose
6 Fulbright firm. We are court-appointed representative
7 counsel to the offshore investors in the ongoing CCAA
8 proceeding. Can you confirm for me that you are still
9 under oath?

10 A. I can confirm that I'm still under oath,
11 Mr. Stephenson.

12 Q. Thank you. My friend Mr. Oliver asked you some
13 questions about your consulting relationship with the
14 additional project entities, and I just want to return
15 to that briefly. You advised, as I understand, that
16 you have no consulting agreement with any of the
17 additional project entities. Do I have that right?

18 A. Correct.

19 Q. Do you have a consulting agreement with any entities in
20 the A2A Group?

21 A. No.

22 Q. Is there any written document that you're aware of that
23 sets out the terms of the consulting services that you
24 provide to the additional project entities or any of
25 them?

1 A. I'm sorry, what's your question?

2 Q. Are you aware of any written documents that sets out
3 the terms pursuant to which you provide consulting
4 services to the additional project entities?

5 A. There is no agreements, Mr. Stephenson.

6 Q. But there's no document that's not an agreement that
7 specifies what those services are?

8 A. Right.

9 Q. Are you paid for the consulting services that you
10 provide?

11 A. No.

12 Q. And you're not paid by any entity in the A2A Group?

13 A. No.

14 Q. Or by anyone at all?

15 A. No. I'm retired.

16 Q. When did you retire from the A2A Group?

17 A. 2019.

18 Q. And did you stop providing consulting services in 2019?

19 A. I was an employee prior to that.

20 Q. And you've been a consultant since then?

21 A. I've been retired since then.

22 Q. But you say at paragraph 1 that you are a senior
23 consultant. Is it the case that --

24 A. I'm -- I'm senior all right because I'm 80 years old.

25 Q. You continue to speak to Mr. Foo about these projects

1 subsequent to 2019?

2 A. Yes. I have lots of conversations with Mr. Foo.

3 Q. You continue to attend at the A2A offices in Singapore
4 from time to time?

5 A. No.

6 Q. The services that you provide are simply provided on a
7 voluntary basis at this point?

8 A. Yes.

9 Q. And that's been true since 2019?

10 A. Yes.

11 Q. And when you say that you've remained involved in all
12 key decision-making on the Meaford property, was that
13 only through to 2019?

14 A. No. I've been asked to attend meetings and conference
15 calls with Mr. Foo.

16 Q. And you do that on a completely voluntary basis?

17 A. Mr. Stephenson, I'm not going to answer those questions
18 again I've answered already.

19 Q. So, you're not compensated when you attend on
20 conference calls or meetings with Mr. Foo?

21 A. I've answered that already, Mr. Stephenson.

22 Q. Is there a particular expertise that you provide to the
23 additional project entities as the consultant?

24 Mr. Lind, did you hear my question?

25 A. I didn't hear your question.

1 Q. Is there a particular expertise that you provide to the
2 additional project entities as a consultant?

3 A. Just the experience that I've had with the organization
4 since 2011.

5 Q. Do you have any formal education in, for example,
6 municipal planning?

7 THE WITNESS: There's no sound from your end,
8 Mr. Stephenson. I don't know if you can hear me.

9 MR. STEPHENSON: If we can go off the record.

10 (DISCUSSION OFF THE RECORD DUE TO AUDIO ISSUES)

11 Q. MR. STEPHENSON: Mr. Lind, we were having some
12 audio difficulties, it seems, and I'm not sure what the
13 last --

14 THE WITNESS: I can't hear you again,
15 Mr. Stephenson.

16 (DISCUSSION OFF THE RECORD DUE TO AUDIO ISSUES)

17 Q. MR. STEPHENSON: Mr. Lind, we've been having some
18 audio difficulties, and I'm not entirely sure what the
19 last question you heard me ask was. I believe the last
20 answer I heard from you was that you consult to the
21 additional project entities based on your experience
22 with A2A. Do I have that right?

23 A. Yes.

24 Q. Do you consult to any developers or in respect of any
25 developments that aren't in the A2A portfolio?

1 A. No.

2 Q. Mr. Lind, I am going to ask you some questions about
3 the concept planning funds for the additional project
4 entities and the funds raised. In your affidavit, you
5 describe the number of UFIs sold for each of the
6 Meaford, Lake Huron Shores, and Wingham properties,
7 correct?

8 A. Yeah.

9 Q. And for each of those projects, you also describe that
10 some number of UFIs were not sold to offshore investors
11 but were retained by the project development company;
12 is that right?

13 A. Yes. The -- the covenant agreed -- allows the -- the
14 company -- the entity or the SPV to own up to 5 percent
15 of the -- of any project.

16 Q. And the figures that you've listed in terms of the UFIs
17 sold and the UFIs retained in your affidavit is still,
18 to the best of your understanding, true and correct?

19 A. Yes, I believe so.

20 Q. In answering Mr. Oliver's questions, I think you said
21 that \$500 from every \$10,000 UFI is allocated to the
22 concept planning fund. Do I have that right?

23 A. Yes. That's documented in the deed of covenant.

24 Q. And is that --

25 A. And the agreement for purchase and sale.

1 Q. That is true, as I understand it, for the Meaford
2 project, the Lake Huron Shores project, and the Wingham
3 project?

4 A. Yes.

5 Q. For the UFIs that were not sold but were retained, did
6 the additional project entities contribute to the
7 concept planning fund? Mr. Lind, can you hear us?

8 A. You were frozen on the screen again, Mr. Stephenson.

9 MR. STEPHENSON: Perhaps I will even turnoff my
10 video and see if that helps.

11 Q. Mr. Lind, can you hear me?

12 A. I can hear you, Mr. Stephenson.

13 Q. For the UFIs that were not sold but were retained, did
14 the additional project entities contribute to their
15 concept planning funds?

16 A. I don't believe so.

17 Q. So, the concept planning funds were 5 percent of the
18 funds raised from the offshore investors in total,
19 correct?

20 A. Yes.

21 Q. And were the concept planning funds maintained as
22 separate bank accounts by each of the additional
23 project entities?

24 A. That is what's stipulated in the deed of covenant, and
25 I believe that was performed.

1 Q. Do you know what happened to the 95 percent of proceeds
2 that were not deposited into the concept planning
3 funds?

4 A. I -- I don't know how much was deposited into the --
5 the concept planning fund accounts.

6 Q. Do you have any information about the funds raised from
7 offshore investors that were not deposited into the
8 concept planning fund accounts?

9 A. Sorry, I don't.

10 Q. Do you know if the additional project entities ever
11 even received those funds themselves?

12 A. I don't.

13 Q. You've never had discussions with Mr. Foo about that?

14 A. I haven't had a discussion about that specific -- that
15 specific question.

16 Q. Do you know what bank accounts are maintained by the
17 additional project entities that are not the bank
18 accounts for the concept planning funds?

19 A. I don't.

20 Q. And I take it, then, that you also don't know what the
21 balance is of those accounts -- would ever have been;
22 is that fair?

23 A. That's -- that's fair, Mr. Stephenson.

24 Q. In your time with the A2A Group through to 2019, were
25 you involved in reporting to the co-owners of the

1 additional project entities?

2 A. No.

3 Q. Were you aware of what was reported or not reported to
4 the co-owners of the additional project entities?

5 A. I would have seen the product updates that were sent
6 out to them.

7 Q. Can you describe what a product update is?

8 A. Each project -- each project had a project update
9 report prepared, I think, once a year, maybe twice a
10 year, and that was sent to the co-owners to keep them
11 informed as to the progress of their projects.

12 Q. Were you involved in the preparation of the project
13 update reports for the additional project entities?

14 A. No.

15 Q. And what's your source of knowledge that project update
16 reports were delivered?

17 A. Those -- those were lying around in the office.
18 Salespeople would carry them around and pass them to
19 their clients.

20 Q. Do you have information about what is included in those
21 project update reports, what types of information?

22 A. The stage of the project, some news on economic
23 circumstances in Ontario, perhaps in Canada, relating
24 to the housing industry and development in -- in -- in
25 Ontario.

1 Q. Do you have any information as to whether it was ever
2 reported to the UFI holders of Meaford that the concept
3 planning fund was exhausted?

4 A. I don't know the answer to that, sorry.

5 Q. Do you know the answer to that vis-à-vis Lake Huron
6 Shores?

7 A. I do not know the answer to that regarding Lake Huron
8 Shores.

9 Q. And what about vis-à-vis Wingham?

10 A. I don't know the answer to that on Wingham Creek.

11 Q. Do you know if it was reported to the UFI holders of
12 Meaford that property taxes were in arrears?

13 A. I don't know that.

14 Q. The same question vis-à-vis Lake Huron Shores?

15 A. I don't know the answer to that, Mr. Stephenson.

16 Q. And the same question vis-à-vis Wingham?

17 A. I don't know the answer to that. What I do know is
18 that after 2001 -- 2020, that the facilitator was
19 replaced. So, I don't know what happened after that.

20 Q. You refer in your affidavit to intercompany borrowings
21 by the additional project entities. Mr. Oliver asked
22 you some questions about that. Do you know of any
23 reporting by the additional project entities to their
24 UFI holders about those borrowings?

25 A. I don't.

1 Q. Do you have any information about whether those
2 borrowings were ever approved by any form of co-owner
3 resolution?

4 A. I don't.

5 Q. Perhaps I'll ask Ms. Jorgenson to bring up Exhibit F to
6 your affidavit. This is your July 25th affidavit.

7 MS. JORGENSEN: Mr. Stephenson, I will bring that
8 up momentarily. I just wanted to let you know I'm
9 working on it.

10 Q. MR. STEPHENSON: Mr. Lind, this is a document that
11 Mr. Oliver brought you to before, but I want to refer
12 you to the line carrying costs. Do you see that?

13 A. Carrying costs? Yes.

14 Q. And then it's CAD 482,541?

15 A. Yes.

16 Q. And do you see how there's a footnote 1 on carrying
17 costs? If you go down to the bottom --

18 A. Yes.

19 Q. -- it says: (as read)

20 Includes concept planning and legal
21 expenses. A concept planning fund was
22 initially setup to cover the cost of the
23 rezoning process, property taxes, et
24 cetera. However, the actual incurred
25 costs have exceeded the funds.

1 Do you see that?

2 A. I do.

3 Q. You told Mr. Oliver that you're not aware of the amount
4 of Meaford's intercompany borrowings?

5 A. Yes.

6 Q. Looking at the carrying costs, is it your understanding
7 that the carrying costs listed in this document were
8 the amount of the intercompany borrowings as at the
9 date of this document?

10 A. I don't.

11 Q. This document doesn't refresh any memory that you have
12 about what the amount of those intercompany borrowings
13 are?

14 A. No.

15 Q. Mr. Lind, you told Mr. Oliver that you had not reviewed
16 the affidavits of Mr. Warshafsky or Mr. Chambers do I
17 have that right?

18 A. That's correct.

19 Q. There were certain reports attached to those affidavits
20 from Weston Consulting. Are you aware of those
21 reports?

22 A. Which reports are those, Mr. Stephenson?

23 Q. Well, they are reports exhibited to the affidavits of
24 Mr. Chambers and Mr. Warshafsky.

25 MR. JUKES: And maybe you could put one on the

1 screen for him, please, if you're asking about a
2 document.

3 MR. STEPHENSON: Sure. Ms. Jorgenson, are you able
4 to pull up the Weston report for Meaford?

5 MS. JORGENSEN: For Meaford? Yes. So, I'll just
6 switch my documents. I just had --

7 MR. STEPHENSON: No, this one is fine, if you could
8 just scroll down to the first page.

9 MS. JORGENSEN: Okay. This is the one for the
10 Lake Huron Shores.

11 MR. STEPHENSON: Yes.

12 Q. Mr. Lind, do you see the document that's on the screen?

13 A. Yes I do.

14 Q. Have you seen this document before?

15 A. I think so. What's the date of it? I can't see the
16 date. It says April the 3rd something. I don't know
17 the date.

18 Q. Ms. Jorgenson -- there we go, April 3rd, 2023.

19 A. Yes. I think Mr. Ambrose shared this with me.

20 Q. Were you involved in -- are you aware of similar
21 documents from Weston Consulting for the Wingham
22 project?

23 A. No.

24 Q. What about for the Meaford project?

25 A. Mr. Stephenson, Weston Consulting have done a lot of

1 planning work for us and have supplied several planning
2 opinions for many -- many -- for a lot of the
3 companies. So, I'm aware that they did planning work
4 and wrote reports.

5 Q. Have you specifically reviewed the planning report
6 that's on the screen for Lake Huron Shores?

7 A. Out of courtesy for Mr. Ambrose, I would have read
8 through it.

9 Q. And do you recall having done that specifically?

10 A. Anything specific in regards to?

11 Q. Well, for example, did you review this report in
12 preparation for swearing your July 25th affidavit?

13 A. I don't think I reviewed it. I would have read it. I
14 don't know what your interpretation of "review" is.

15 Q. Well, I take it that Mr. Ambrose perhaps shared this
16 document with you. Would he have shared it with you
17 around when it was prepared?

18 A. I can't answer that. I don't know. I can't remember.

19 Q. Do you have a general memory of when you would have
20 read it.

21 A. No.

22 Q. And you don't remember having read it in the last --

23 A. I remember -- I remember I -- I would have read it
24 because Mr. Ambrose sent it to me.

25 Q. But you don't remember having reviewed it in the last

1 number of months in preparation for swearing your
2 affidavit?

3 A. No.

4 Q. And is that true of any Weston Consulting report for
5 Wingham as well?

6 A. I don't know anything about reports for Wingham.

7 Q. And what about for Meaford?

8 A. If there were -- if there was a letter, I would have
9 read it when it was sent to me and that may have been
10 whatever time ago it was. April 2023, in this
11 instance.

12 Q. And for Meaford, it would have been around the time of
13 whatever the date is on that document; is that fair?

14 A. I would like to see the document.

15 MR. STEPHENSON: Ms. Jorgenson, can you bring up
16 the Weston report for Meaford, please.

17 Q. So, Exhibit D to Mr. Warshafsky's affidavit is on the
18 screen now, and it is a Weston report dated March 14,
19 2023. And, again, Mr. Lind, that's around the time
20 that you expect you would have read it?

21 A. I would expect so, yes.

22 Q. These Weston reports, you weren't involved in drafting
23 them, were you?

24 A. Excuse me?

25 Q. You didn't have a hand in drafting the Weston reports,

1 did you?

2 A. Wouldn't the drafting have been done by Weston,
3 Mr. Stephenson?

4 Q. That would fully be my expectation. That's what I'm
5 asking you to confirm.

6 A. I've got nothing to do with Weston.

7 Q. Mr. Lind, I'm going to change subject matter to discuss
8 Wingham now. Exhibit R to your affidavit are some
9 meeting materials to hold a vote for the replacement of
10 the facilitator, and that vote, as I understand it, was
11 held in March of 2021. To your understanding, is that
12 when Wingham Creek A2A Developments Inc. was replaced
13 as the facilitator?

14 A. I have no idea.

15 Q. Do you know --

16 A. This was never communicated to Mr. Foo.

17 Q. Do you know when Wingham Creek A2A Developments Inc.
18 was replaced as the facilitator?

19 A. Mr. Foo is still waiting to hear that he has been
20 replaced.

21 Q. Do you know if the concept planning fund for Wingham
22 was exhausted before or after Mr. Medina became the
23 facilitator for Wingham?

24 A. I believe it was exhausted.

25 Q. You believe it was exhausted before Mr. Medina became

1 the facilitator?

2 A. Yes.

3 Q. Do you know if control of the bank account for
4 Wingham's concept planning fund was ever transferred to
5 Mr. Medina?

6 A. I don't.

7 Q. Do you know if Wingham had engaged in any intercompany
8 borrowings before Mr. Medina became facilitator?

9 A. I don't.

10 Q. Do you know if Wingham engaged in intercompany
11 borrowings after Mr. Medina became the facilitator?

12 A. I don't.

13 Q. I believe it's your evidence but confirm if I'm wrong,
14 you have no information about when Wingham borrowed
15 from other A2A entities; is that right?

16 A. I don't have any details of that.

17 Q. And not only do you not have any details, do you even
18 have a general sense of the years in which those
19 borrowings may have happened?

20 A. I don't have any records of that.

21 Q. Do you have any knowledge of it, records aside?

22 A. There's nothing that prompts me to -- to give you an
23 answer which would give a date to it.

24 Q. Well, maybe I can help by rephrasing the question.
25 Mr. Foo, in your discussions with him, has never told

1 you when those intercompany borrowings for Wingham
2 happened?

3 A. For Wingham?

4 Q. Correct.

5 A. Not that I can recollect.

6 MR. STEPHENSON: Mr. Lind, I would just like to
7 take a 5-minute break to review my notes. I certainly
8 don't have much further. Could we come back at maybe
9 twenty after the hour?

10 THE WITNESS: Sure. Thanks, Mr. Stephenson.

11 MR. JUKES: Sounds good.

12 MR. OLIVER: Thanks.

13 (ADJOURNMENT)

14 Q. MR. STEPHENSON: Mr. Lind, are you aware of any
15 meeting of the Wingham co-owners to replace Mr. Medina
16 as the facilitator?

17 A. No. No, I'm not.

18 Q. And did --

19 A. He resigned. I saw a note from Mr. Friedman that said
20 Mr. Medina resigned.

21 Q. Well, let me slightly rephrase the question then. Are
22 you aware of any meeting by the UFI owners of Wingham
23 to appoint a new facilitator after Mr. Medina's
24 resignation?

25 A. I don't.

1 Q. And, in particular, are you aware of any such meeting
2 to reappoint Wingham Creek A2A Developments Inc. as
3 facilitator?

4 A. I don't, no.

5 MR. STEPHENSON: All right. Thank you, Mr. Lind.
6 Those are all my questions.

7
8 (Proceedings ended at 10:21 a.m.)

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Certificate of Transcript

I, the undersigned, hereby certify that the foregoing pages 1 to 79 are a complete and accurate transcript of the proceedings taken down by me in shorthand and transcribed from my shorthand notes to the best of my skill and ability.

I further certify that this questioning was conducted in accordance with the Alberta Protocol for Remote Questioning, Revised 05/05/2020.

Dated at the City of Calgary, Province of Alberta, this 9th day of September, 2025.

A handwritten signature in dark ink, reading "Michele Gibson". The signature is written in a cursive, flowing style with a large, sweeping "M" and a stylized "G".

Michele Gibson, CSR(A)

Official Court Reporter

- I N D E X -

ALLAN WHITEFORD LIND

September 4, 2025

The following is a listing of exhibits, undertakings and objections as interpreted by the Court Reporter.

The transcript is the official record, and the index is provided as a courtesy only. It is recommended that the reader refer to the appropriate transcript pages to ensure completeness and accuracy.

ALLAN WHITEFORD LIND

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EXHIBITS

NO EXHIBITS MARKED

UNDERTAKINGS REQUESTED

UNDERTAKING NO. 1 - To provide the document that references expenditures made from the concept development fund for Meaford, Wingham, and Lake Huron Shores	21
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1 UNDERTAKING NO. 2 - To make inquiries to determine 26
2 the particulars of the noninterest bearing loans
3 referenced in paragraph 31 of the July 25
4 affidavit, including the parties who advanced
5 funds to Meaford A2A Developments Inc., the
6 amounts of the funds, the dates of the advances,
7 and any documents in support of the terms of those
8 advances

9
10 UNDERTAKING NO. 3 - To make inquiries and advise 26
11 when the last financial statements for Meaford A2A
12 Developments were produced and to produce the last
13 two years of financial statements for Meaford A2A
14 Developments Inc. to the extent that they exist

15
16 UNDERTAKING NO. 4 - To make inquiries and produce 31
17 the particulars of the loan being referenced in
18 paragraph 39 of the July 25, 2025 affidavit,
19 including the parties to the loan, the terms of
20 the loan, the amount, and the date that it was
21 advanced and any documents in support of that loan

22
23
24
25

1 UNDERTAKING NO. 5 - To make inquiries to determine 43
2 the constituent elements of the 2,784,935 figure
3 at Exhibit F of the July 25, 2025 affidavit and
4 that any documents that demonstrate that breakdown
5 be produced
6
7 UNDERTAKING NO. 6 - To advise if there is a 45
8 reference in any exhibit in the July 25, 2025
9 affidavit to the fact that the vendor take-back
10 mortgage that's included in the offer is to be
11 interest free - REFUSED
12
13 UNDERTAKING NO. 7 - To make inquiries and advise 52
14 if there was an amalgamation between 2273630
15 Ontario Limited and 2254221 Ontario Inc. to create
16 Meaford A2A Developments Inc. - TAKEN UNDER
17 ADVISEMENT
18
19 UNDERTAKING NO. 8 - To produce the last two years 54
20 of financial statements for Wingham Creek A2A
21 Developments Inc.

1 UNDERTAKING NO. 9 - To make inquiries to determine 54
2 the particulars of the noninterest bearing loans
3 made to Wingham Creek A2A Developments Inc.,
4 including the parties who advanced funds, the
5 amounts of the funds, the dates of the advances,
6 and any documents in support of the terms of those
7 advances

8
9 UNDERTAKING NO. 10 - To make inquiries to 60
10 determine the particulars of the noninterest
11 bearing loans made to Lake Huron Shores A2A
12 Developments Inc., including the parties who
13 advanced funds, the amounts of the funds, the
14 dates of the advances, and any documents in
15 support of the terms of those advances

16
17 ***OBJECTIONS***

18 OBJECTION TAKEN to answering the question: And 7
19 did you review any documents or other evidence to
20 prepare for the examination today?

21
22
23
24
25

1 OBJECTION TAKEN to answering the question: Sir, 38
2 this is a letter dated June 16, 2025 from the
3 Monitor's counsel requesting that the A2A Group
4 issue correspondence to the master investor list
5 advising offshore investors of these proceedings.
6 Do you know if this correspondence was ever
7 provided to Mr. Foo?

8
9 OBJECTION TAKEN to answering the question: 39
10 Mr. Lind, do you know if the information contained
11 in this letter was ever issued to the master
12 investor list?

13
14 OBJECTION TAKEN to answering the question: Well, 46
15 then, Mr. Lind, I guess I'll ask the question
16 again. Would it surprise you, based on your
17 experience with the A2A Group, that this document
18 does not disclose to investors that the vendor
19 take-back mortgage is to be interest free?

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[& - 403-298-0333]

1

&	60:21 81:1	21st 47:24	3
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showed 15:20 20:5 49:11,13 showing 14:25 46:19 shown 44:22 50:4 52:7 shows 19:10 20:1 58:19 sideways 49:20 signature 56:18 79:19 significant 40:6 similar 72:20 simply 63:6 singapore 24:14,15 30:14 30:16 35:8,11 63:3 singaporean 37:21 sir 3:22,24 4:8 4:18 5:13 6:15 7:13,19 8:15 8:20 9:6,11 10:8,15 12:10 13:6,18,20 14:10,16 15:9 15:19,21 16:10 17:3,12,20 18:8,21 19:22 21:8,18,24 22:3,12,15 23:6 24:1,6 25:11 26:10 27:7,20 28:8	29:12,17 30:17 32:3,8,12 34:7 34:23 35:23 36:25 37:2 38:12,25 39:14 41:1,15,21 42:6,20 43:24 44:9 46:8,19 46:22 47:13 48:3,17 49:4 50:2,6 51:6 52:20 53:2 54:4 55:6,11 55:15,20 56:4 56:22 57:12,21 57:25 58:16 59:12 60:11 84:1 sitting 59:15 situation 9:24 12:12 13:10 34:12 situations 12:6 six 45:16 skill 79:7 skip 13:20 slightly 77:21 sold 27:8 32:13 48:10 65:5,10 65:17 66:5,13 sole 16:11 24:20,22 27:11 55:7 solely 36:11 59:13	solicitor 7:4 solutions 3:3 somewhat 31:17 48:13 soon 49:19 sorry 5:4 9:23 10:2,9 12:8,9 14:20,22 23:21 27:17,25 28:3 29:13,18,18 37:10 50:7,19 51:1 53:24 54:15 57:25 59:19 60:17 62:1 67:9 69:4 sound 17:1,14 47:17 64:7 sounds 48:20 77:11 source 24:20,22 27:11 54:8 55:7 59:12 68:15 speak 9:8 34:24 45:15 62:25 speaking 7:21 9:21 10:8 specific 43:15 67:14,15 73:10 specifically 73:5,9 specifies 62:7 speculate 51:13 spell 3:11	spelled 30:5 spending 43:20 spoken 32:23 34:12 spv 65:14 staff 11:1 stage 68:22 state 9:1 11:16 13:22 18:21 24:1 27:7 33:3 34:2 54:5 statement 5:24 19:22 26:11,13 28:12 31:4 32:10 52:7 54:9 statements 26:19,21 27:1 27:3 48:12,16 50:4 53:16,21 54:2 81:11,13 82:20 states 22:16 status 51:2 stay 50:20 step 11:12 stephenson 2:19 61:1,2,4,5 61:11 62:5 63:17,21 64:8 64:9,11,15,17 66:8,9,12 67:23 69:15 70:7,10 71:22 72:3,7,11,25
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74:15 75:3 77:6,10,14 78:5 80:14 stipulated 66:24 stop 62:18 strange 9:23 street 2:14 32:17 styled 3:25 subject 17:12 33:4,24 75:7 submitted 40:14 subsequent 63:1 success 22:4 suggest 37:19 52:1 suggested 51:20 suggesting 52:1 suggests 29:22 summary 44:3 supplemental 5:23 34:2 46:19 supplementary 15:18 supplied 73:1 suppliers 21:14 58:20 support 19:3 25:22 26:9 31:14 32:2	55:4 60:8 81:7 81:21 83:6,15 sure 5:20 20:9 20:21 21:1 25:13 57:5 64:12,18 72:3 77:10 surprise 44:12 44:14,14 45:25 46:12 84:16 surprises 46:5 sw 2:6,14,21 swear 9:3 16:23 56:6 swearing 73:12 74:1 switch 72:6 swore 3:25 33:23 sworn 1:22 4:13,21,22 5:23 6:3,10 8:21 17:20 21:18 22:11 32:4 46:20 47:3,6,10 t t2p 2:15,22 t2r 2:7 take 17:15 27:11 33:15 41:15 44:10,11 45:1,11,21 46:3,7,14 51:24 55:25	57:8 67:20 73:15 77:7 82:9 84:19 taken 7:10 38:25 39:11 46:10 52:18 79:6 82:16 83:18 84:1,9 84:14 talking 33:11 49:18 58:4 tax 39:15,19 40:7 42:7,17 46:23 47:15 50:4 52:6 taxes 27:21,23 28:1 48:18 52:7 69:12 70:23 team 12:4,14 technically 43:12 tell 24:18 42:15 58:11 terms 25:22 26:9 31:13,24 55:4 59:22 60:8 61:23 62:3 65:16 81:7,19 83:6 83:15 thank 3:23 4:8 4:18 5:12,16 5:17 6:7,12,15 8:1,15,20 10:1	10:15 11:13,16 13:8 14:15 15:8,15 17:12 18:19 21:2,15 22:3 23:6 25:25 27:18 29:2,5 31:19 33:17,18 34:7 34:23 36:25 41:20 42:5 43:4,23,24 47:12 48:2 52:13 54:21 56:2 57:12 58:6,6 59:4,25 60:25 61:12 78:5 thanks 5:21 77:10,12 things 41:4 think 16:13,15 16:22 17:6 18:16 20:15 28:13,25 30:14 30:15,19,23 32:22 33:22 34:7,17,17,19 41:14 44:7 46:5 47:8,20 48:12 51:10,15 52:2 56:1,3 57:12 59:1 65:20 68:9 72:15,19 73:13
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thinking 34:18 third 4:15 32:13 thought 19:18 20:7,7 58:2 three 4:13 7:20 10:17 42:16 tiang 8:18 time 3:21 10:23 10:23 16:12 18:2 24:13,13 28:21 41:11,13 43:20 53:8,19 55:25 63:4,4 67:24 74:10,12 74:19 timing 5:20 title 12:15 13:14 titles 40:17 today 6:13,16 6:17,22 7:12 46:17,20 55:23 83:20 told 24:15 25:4 25:6 29:23 30:18,21 36:11 71:3,15 76:25 took 6:16 53:18 top 15:23 44:25 toronto 6:3 13:13 total 25:10,10 40:12 66:18	transaction 34:9,15,19,21 34:22 transcribed 79:6 transcript 1:20 79:2,5 80:6,8 transfer 11:1 21:21 transferred 76:4 true 16:19 35:15 63:9 65:18 66:1 74:4 trustee 35:18 truth 6:17 truthfully 25:3 try 57:9 trying 16:22 31:1,1,7 51:11 turn 49:20 61:1 turnoff 66:9 twenty 77:9 twice 68:9 two 13:15 15:10 26:21 27:3 51:2 54:2 81:13 82:19 type 45:3 types 68:21 typically 6:25	u	59:21 60:1 80:20 81:1,10 81:16 82:1,7 82:13,19 83:1 83:9 undertakings 80:4,19 unsworn 47:9 update 68:7,8 68:13,15,21 updates 68:5 use 28:24 37:18 used 18:24 20:6 35:20 57:4
		u.s.a. 32:18 ufi 19:1 65:21 69:2,11,24 77:22 ufis 13:24 18:22 65:5,10 65:16,17 66:5 66:13 under 10:19 22:19 49:5 51:2,24 52:18 61:9,10 82:16 undersigned 79:4 understand 3:24 4:5,12,17 5:15 7:21 8:1,5 8:9,10,14,17,19 30:8 39:14 48:13 61:15 66:1 75:10 understanding 11:7 48:17 56:16 57:1 65:18 71:6 75:11 understood 14:8 undertaking 20:22 21:3 26:1,24 31:17 31:20 43:5 45:8,15,18 52:14 54:1,22	v various 41:9 venditing 45:3 vendor 44:11 44:25 45:11,21 46:3,14 82:9 84:18 veritext 3:3 version 17:23 18:1 47:1,3,6,9 47:10 video 66:10 videoconfere... 3:16 videoconfere... 1:23 2:1 view 11:3 17:10 40:12 vis 69:5,5,9,9 69:14,14,16,16

<p>visited 12:11 voluntary 63:7 63:16 vote 34:15 75:9 75:10 votes 36:18 vtb 40:16 41:11 44:13 45:3,5</p>	<p>windridge 1:13 1:14 35:16,17 wingham 7:16 8:11 9:12,16 10:12 12:23,24 12:25 13:4,6 20:25 21:6 52:21,22,22 53:8,15 54:3,5 54:12,18,25 55:9,12,15,17 56:12,14,22 57:1,7,13 58:16,17,17 59:2 65:6 66:2 69:9,10,16 72:21 74:5,6 75:8,12,17,21 75:23 76:7,10 76:14 77:1,3 77:15,22 78:2 80:22 82:20 83:3</p>	<p>wondering 43:19 woodridge 2:3 word 17:15 33:1 57:5 58:19 words 32:6 56:6 work 73:1,3 working 70:9 written 61:22 62:2 wrong 76:13 wrote 73:4</p>	<p>z</p> <p>zoning 18:24 22:7,7</p> <p>à</p> <p>à 69:5,9,14,16</p>
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<p>waiting 75:19 want 10:3 11:7 37:7 38:1 61:14 70:11 wanted 5:22 6:5 41:1 57:8 70:8 warshafsky 4:21 5:9 71:16 71:24 warshafsky's 74:17 watching 33:14 way 24:3 41:4 54:7 59:10 we've 37:24 48:12 64:17 went 33:10 weston 71:20 72:4,21,25 74:4,16,18,22 74:25 75:2,6 whiteford 1:21 3:15 80:2,11 willing 11:11</p>	<p>wingham's 76:4 wish 20:11 38:22 wished 5:18 witness 3:8,10 3:13 10:4 33:16 45:8 51:14 61:2 64:7,14 77:10 wonder 43:16</p>	<p>x</p> <p>x 35:22 80:1</p> <p>y</p> <p>yeah 5:8 15:6 18:20 19:10 30:3 32:22 34:11 36:24 47:22 48:23,23 49:2 51:5 65:8 year 3:21 35:21 68:9,10 years 26:21 27:3 41:11,13 45:1 54:2 57:11 62:24 76:18 81:13 82:19 yep 50:16</p>	

APPENDIX "F"

COURT FILE NUMBER	2401-15969
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF <i>THE COMPANIES' CREDITORS ARRANGEMENT ACT</i> , RSC 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ANGUS A2A GP INC., ANGUS MANOR PARK A2A GP INC., ANGUS MANOR PARK A2A CAPITAL CORP., ANGUS MANOR PARK A2A DEVELOPMENTS INC., HILLS OF WINDRIDGE A2A GP INC., WINDRIDGE A2A DEVELOPMENTS, LLC, FOSSIL CREEK A2A GP INC., FOSSIL CREEK A2A DEVELOPMENTS, LCC, A2A DEVELOPMENTS INC., SERENE COUNTRY HOMES (CANADA) INC. and A2A CAPITAL SERVICES CANADA INC.
DOCUMENT	UNDERTAKING RESPONSES OF ALLAN WHITEFORD LIND HELD ON SEPTEMBER 4, 2025
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Miles Davison LLP Barristers and Solicitors 900, 517 – 10th Avenue S.W. Calgary, Alberta T2R 0A8 Attention: Daniel Jukes Telephone: (403) 298-0327 Facsimile: (403) 263-6840 djukes@milesdavison.com File: 57066 DKJ

UNDERTAKING RESPONSES OF ALLAN WHITEFORD LIND

The following are undertakings given by Allan Whiteford Lind at Questioning conducted on September 4, 2025, as recorded by the court reporter, together with information as to the responses.

UNDERTAKING 1 - To provide the document that references expenditures made from the concept development fund for Meaford, Wingham, and Lake Huron Shores.

RESPONSE: See attached.

UNDERTAKING 2 - To make inquiries to determine the particulars of the noninterest bearing loans referenced in paragraph 31 of the July 25 affidavit, including the parties who advanced funds to Meaford A2A Developments Inc., the amounts of the funds, the dates of the advances, and any documents in support of the terms of those advances.

RESPONSE: A2A Meaford has not yet been able to fully reconcile the loan amounts or which companies should properly be recorded as advancing them. Prior to December 31, 2017, Anne Law of C.C.L. Chartered Professional Accountants had recorded certain loans to pay expenses in excess of the CPF, and her summary is attached hereto. Loans since that time have not been tracked and will require more time to review and reconcile, but they would have originated in Singapore. In some cases, Meaford would have utilized bank accounts of other Canadian entities to effect payments, as Meaford's bank accounts were closed by the bank due to inactivity around 2022 (for example, the property tax payments shown on the tax history for Meaford as being paid by A2A Developments Inc. would have originated from Singapore, but utilized the A2A Developments Inc. bank account to effect the payment). Mr. Foo directed funds to be transferred on an *ad hoc* basis without written documentation, on an unsecured and interest-free basis.

UNDERTAKING 3 - To make inquiries and advise when the last financial statements for Meaford A2A Developments were produced and to produce the last two years of financial statements for Meaford A2A Developments Inc. to the extent that they exist.

RESPONSE: See attached.

UNDERTAKING 4 - To make inquiries and produce the particulars of the loan being referenced in paragraph 39 of the July 25, 2025 affidavit, including the parties to the loan, the terms of the loan, the amount, and the date that it was advanced and any documents in support of that loan.

RESPONSE: See answer to UT 2. Expenses paid (loaned to co-owners/project) after the exhaustion of the CPF would have included property tax payments and the Weston Consulting Report attached to the Warshafsky Affidavit.

UNDERTAKING 5 - To make inquiries to determine the constituent elements of the \$2,784,935 figure at Exhibit "F" of the July 25, 2025 affidavit and that any documents that demonstrate that breakdown be produced.

RESPONSE: Joe Attrux advised as follows:

1,208 investors X \$532 distribution admin fees plus 1,208 investors X \$500 tax clearance fees plus \$1,538,279 VTB admin fees

VTB Admin Fee Flow 2024-10-07: \$401,625, 2025-10-07: \$401,625, 2026-10-07: \$401,625, 2027-08-06: \$333,404

Note that VTB fee for final year is pro-rated for 303 days / 365 days X \$401,625.

A. VTB Admin 3% of mortgage per annum (3 years plus 303 days in the final year):

Vendor mortgage (VTB) \$13,387,500 X 3% X 3 = \$1,204,875 plus final year 303/365 days X 3% X \$13,387,800 = \$333,404; Total \$1,538,279

B. Distribution admin: 1,208 X \$532 = \$642,656

C Tax clearance fee: 1208 x \$500 = \$604,000

A + B + C = \$2,784,935

The distribution admin fees are for A2A customer service to process the payments to investors, estimated at \$532 per investor which includes bank transfer fees and staff costs in Singapore.

Tax clearance fees was an estimate by tax accountant to prepare the tax clearance with the CRA for each investor. This is required on disposition of taxable Canadian property by a non-resident of Canada.

VTB admin is Vendor Take Back administration. Dirk Foo directed that an amount must be set aside to pay Carscallen or whatever law firm's trust account A2A would use to collect the payments on the mortgage or to pursue foreclosure if the vendor failed to pay. Unused contingency will be returned to co-owners.

UNDERTAKING 6 - To advise if there is a reference in any exhibit in the July 25, 2025 affidavit to the fact that the vendor take-back mortgage that's included in the offer is to be interest free – REFUSED.

RESPONSE REFUSED

UNDERTAKING 7 - To make inquiries and advise if there was an amalgamation between 2273630 Ontario Limited and 2254221 Ontario Inc. to create Meaford A2A Developments Inc. - TAKEN UNDER ADVISEMENT.

RESPONSE: Correct designation for 2273630 Ontario is "Ltd.", not "Limited". Ontario corporate searches disclosed that 2273630 Ontario Ltd. is no longer active. 2273630 Ontario Ltd. amalgamated with Meaford Highlands Resort Inc. on February 14, 2012 to form Meaford A2A Developments Inc. 2273630 Ontario Ltd. had also changed its name to Meaford A2A Developments Inc. prior to the amalgamation.

UNDERTAKING 8 - To produce the last two years of financial statements for Wingham Creek A2A Developments Inc.

RESPONSE: Attached.

UNDERTAKING 9 - To make inquiries to determine the particulars of the noninterest bearing loans made to Wingham Creek A2A Developments Inc., including the parties who advanced funds, the amounts of the funds, the dates of the advances, and any documents in support of the terms of those advances.

RESPONSE: See answer to UT 2. However, no loans would have been made to Wingham after Jeff Medina was appointed as Facilitator.

UNDERTAKING 10 - To make inquiries to determine the particulars of the noninterest bearing loans made to Lake Huron Shores A2A Developments Inc., including the parties who advanced funds, the amounts of the funds, the dates of the advances, and any documents in support of the terms of those advances.

RESPONSE: See answer to UT 2.

WINGHAM A2A DEVELOPMENTS INC.

Account Analysis

Year Ended December 31, 2016

CPF Activities Report

Land Development Budget
Wingham

Budget February 2012

Budget

Application
Processing &
Management
(Year Two)

To
Submission
(Year One)

(Jan 2012-Dec 2012)

24500 Concept Planning Funds Collected

(1,132 UFI's @ \$500)

24505 Property Taxes

24510 Planning

24511 Phase 1 - Preparation for Development	Weston	\$	10,000	\$	-
24512 Phase 2 - Submission of Development	Weston	\$	17,500	\$	-
24513 Phase 3- Application Management	Weston	\$	-	\$	42,000
24514 Phase 4- Application to Zoning /	Weston	\$	-	\$	-
24515 Phase 5- Application to Plan of	Weston	\$	-	\$	-
24516 Planning Justification Report	Weston	\$	8,000	\$	-
24517 Renderings, 3-D Modelling & Otl	Weston	\$	-	\$	-
Subtotal-Fees		\$	35,500	\$	42,000
24518 Disbursements	5%	\$	1,775	\$	2,100
Contingency	10%	\$	3,550	\$	4,200
Subtotal		\$	40,825	\$	48,300

24520 Development

24521 Terra	285	\$	48,023	\$	36,000
24522 Geotechnical Studies	Terraprobe	\$	16,000	\$	1,000
Site Servicing SWM, Sanitary,					
24523 Hydro & Grading	Burnside	\$	50,000	\$	10,000
24527 General Engineering Services	Burnside	\$	10,000	\$	5,000
24531 Traffic Impact & Transportation	Burnside	\$	16,000	\$	4,500
24524 D. Friedman Consulting		\$	5,000	\$	-
24528 Topographical survey	JDBarnes	\$	7,000	\$	-
24529 Additional Survey Work		\$	-	\$	2,500
24530 Archaeological Phase 2	AA	\$	3,300	\$	-
24532 Karst Report		\$	-	\$	-

24533 Arborist Report		\$	3,000	\$	-
24534 Urban Design Report	weston	\$	-	\$	-
24535 Hydro Geological Report	???	\$	-	\$	-
24536 Environmental Phase 2	Teraprobe	\$	10,000	\$	-
24537 Environmental Impact Study	Beacon	\$	7,300	\$	-
24538 Record of Site Condition		\$	-	\$	2,500
24539 Architectural services		\$	5,000	\$	5,000
Landscape architectural					
24540 services		\$	5,000	\$	5,000
Subtotal - Fees		\$	185,623	\$	71,500
24541 Disbursements	5%	\$	9,281.15	\$	3,575
Contingency	10%	\$	18,562.30	\$	7,150
Subtotal		\$	213,466	\$	82,225

24550 Application Fees

(2011 Fees Subject to Change)

24551 Development Review Fee		\$	-	\$	-
24552 Official Plan Amendment		\$	-	\$	-
24553 Zoning By law Amendment		\$	1,560	\$	-
24554 Draft Plan of Condominium		\$	6,600	\$	2,000
24555 Condominium Agreement (not including regis		\$	-		
24556 Site Plan Approval		\$	-	\$	-
24557 Plan of Subdivison		\$	-		
24558 Site Plan Agreement		\$	-	\$	3,000
24559 Maitland Valley Conservation Authority Fees		\$	20,200	\$	-
24560 Taking of Water Fee		\$	-	\$	-
24561 Development Review Fee (municipal)		\$	-	\$	3,000
Subtotal - Fees		\$	28,360	\$	8,000
24562 Disbursements	0%	\$	-	\$	-
Contingency*	10%	\$	2,836	\$	800
Subtotal		\$	31,196	\$	8,800

Economic & Marketing Advisory

24571 Phase 1 - Market Demand and Justification A		\$	-	\$	-
24579 Phase 2: Financial Feasibility Analysis		\$	-	\$	-
24580 Phase 3: Financial/Economic Impact		\$	-	\$	-
24581 Fiscal Impact Analysis		\$	10,000	\$	-
24582 Economic Impact Assessment		\$	-	\$	-
Subtotal - Fees		\$	10,000	\$	-
24583 Disbursements	5%	\$	500	\$	-
Contingency	5%	\$	500	\$	-
Subtotal		\$	11,000	\$	-

24590 PR & Communications

24591 Promotional disbursements	\$	5,000	\$	-
24592 PR & Communications Scope Plus Osborne	\$	5,000	\$	-
24594 Valuation Reports				
24593 Disbursements	5%	\$ 250	\$	-
Contingency	5%	\$ 250	\$	-
Subtotal		\$ 10,500	\$	-

24600 Legals

24601 Review of Applications	\$	5,000	\$	-
24602 Resolve any easement issues Easement & Encroachment	\$	2,000	\$	-
24603 Agreements	\$	-	\$	-
24604 OPA & By-Law Applications Related to Re-	\$	5,000	\$	-
24605 Zoning & OPA	\$	5,000	\$	-
24606 Plan of Subdivision Agreement Development & Servicing	\$	-	\$	5,000
24607 Agreement Review of all scope	\$	-	\$	5,000
24608 agreements	\$	-	\$	-
24609 Potentail OMB Hearing**	\$	-	\$	-
Subtotal - Fees		\$ 17,000	\$	10,000
24610 Disbursements	5%	\$ 850	\$	-
Contingency	10%	\$ 1,700	\$	-
Subtotal		\$ 19,550	\$	10,000

Total	\$	326,537	\$	149,325
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Total Contingency	\$	27,398	\$	12,150
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Total Disbursements	\$	12,656	\$	5,675
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Net Available Concept Planning Funds

* Contingency is used for unknown items such peer reviews, amendments to reports

** This budget does not include a provision for an OMB application

Approvals, Clearances & Registration (Year Three)	Total	Actual
		<u><u>\$ 566,000</u></u>
		<u><u>\$ 29,732</u></u>

\$ -	\$ 10,000	\$ 15,169
\$ -	\$ 17,500	\$ 20,296
\$ -	\$ 42,000	\$ 40,054
\$ -	\$ -	\$ -
\$ 18,000	\$ 18,000	\$ 553
\$ -	\$ 8,000	\$ 15,182
\$ -	\$ -	\$ 1,462
\$ 18,000	\$ 95,500	\$ 92,715
\$ 900	\$ 4,775	\$ 5,148
\$ 1,800	\$ 9,550	
\$ 20,700	\$ 109,825	\$ 97,863

\$ 18,000	\$ 102,023	\$ 85,500
\$ 1,000	\$ 18,000	\$ 30,340
\$ -	\$ 60,000	\$ 67,300
\$ 5,000	\$ 20,000	\$ 6,200
\$ -	\$ 20,500	
\$ -	\$ 5,000	\$ 1,841
\$ -	\$ 7,000	\$ 10,600
\$ -	\$ 2,500	
\$ -	\$ 3,300	\$ 3,300
\$ -	\$ -	\$ 6,500

\$	-	\$	3,000
\$	-	\$	-
\$	-	\$	-
\$	-	\$	10,000 \$ 1,963
\$	-	\$	7,300 \$ 14,555
\$	-	\$	2,500
\$	-	\$	10,000
\$	-	\$	10,000
<hr/>			
\$	24,000	\$ 281,123	\$ 228,099
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\$	1,200	\$ 14,056	\$ 5,622
\$	2,400	\$ 28,112	
<hr/>			
\$	27,600	\$ 323,291	\$ 233,721
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\$	-	\$	-
\$	-	\$	-
\$	-	\$	1,560 \$ 1,560
\$	-	\$	8,600 \$ 6,600
\$	10,000	\$	10,000
\$	-	\$	-
\$	5,000	\$	5,000
\$	-	\$	3,000
\$	-	\$	20,200 \$ 5,025
\$	-	\$	-
\$	-	\$	3,000 \$ 7,500
<hr/>			
\$	15,000	\$ 51,360	\$ 20,685
<hr/>			
\$	-	\$	- \$ 235
\$	1,500	\$	5,136
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\$	16,500	\$ 56,496	\$ 20,920
<hr/>			

\$	-	\$	- \$ 28,609
\$	-	\$	-
\$	-	\$	-
\$	-	\$	10,000
\$	-	\$	-
<hr/>			
\$	-	\$ 10,000	\$ 28,609
<hr/>			
\$	-	\$	500
\$	-	\$	500
<hr/>			
\$	-	\$ 11,000	\$ 28,609
<hr/>			

\$	-	\$	5,000
\$	-	\$	5,000
		\$	1,905
\$	-	\$	250
\$	-	\$	250
\$	-	\$	10,500
		\$	1,905

\$	-	\$	5,000
\$	-	\$	2,000
\$	-	\$	-
\$	-	\$	5,000
\$	-	\$	-
\$	-	\$	5,000
\$	-	\$	5,000
\$	-	\$	-
\$	-	\$	-
\$	-	\$	22,000
		\$	-
\$	-	\$	850
\$	-	\$	1,700
\$	-	\$	24,550
		\$	-

\$	64,800	\$	535,662	\$	412,750
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\$	5,700	\$	45,248
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\$	2,100	\$	20,431
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\$ 153,250
\$0.00
H

Draft - Land Development Budget
Central Huron
Budget February 2012

24500 Concept Planning Funds Collected
(872 UFI's @ \$500)

24505 Property Taxes

24510 Planning

24511 Phase 1 - Preparation for Development Applications	Weston	\$	40,000	\$	-	\$	-	\$	40,000
24512 Phase 2 - Submission of Development Applications	Weston	\$	16,000	\$	-	\$	-	\$	16,000
24513 Phase 3- Application Management	Weston	\$	-	\$	40,000	\$	-	\$	40,000
24514 Phase 4- Application to Zoning Approval	Weston	\$	-	\$	-	\$	-	\$	-
24515 Phase 5- Application to Plan of Subdivision Approval	Weston	\$	-	\$	-	\$	18,000	\$	18,000
24516 Planning Justification Report	Weston	\$	10,000	\$	-	\$	-	\$	10,000
24517 Renderings, 3-D Modeling & Other Marketing Requirement	Weston	\$	-	\$	-	\$	-	\$	-
Subtotal-Fees		\$	66,000	\$	40,000	\$	19,000	\$	124,000
24518 Disbursements	10%	\$	6,600	\$	4,000	\$	1,800	\$	12,400
Contingency	10%	\$	6,600	\$	4,000	\$	1,800	\$	12,400
Subtotal		\$	79,200	\$	48,000	\$	21,600	\$	148,800

24520 Development

24521 Terra	285	\$	48,023	\$	36,000	\$	36,000	\$	120,023
24522 Geotechnical Studies	??	\$	12,000	\$	5,000	\$	2,000	\$	19,000
24523 Site Servicing SWM, Sanitary, Hydro & Grading	Cole	\$	34,000	\$	19,000	\$	3,000	\$	56,000
24527 General Engineering Services	Cole	\$	10,000	\$	2,000	\$	2,000	\$	14,000
24531 Traffic Impact & Transportation	Cole	\$	16,000	\$	4,500	\$	-	\$	20,500
24524 D. Friedman Consulting		\$	5,000	\$	-	\$	-	\$	5,000
24528 Topographical survey	cuthbert	\$	7,000	\$	-	\$	-	\$	7,000
24529 Additional Survey Work		\$	-	\$	2,500	\$	-	\$	2,500
24530 Archaeological Phase 2		\$	4,700	\$	-	\$	-	\$	4,700
24532 Karst Report		\$	-	\$	-	\$	-	\$	-
24533 Arborist Report		\$	3,000	\$	-	\$	-	\$	3,000
24534 Urban Design Report	weston	\$	-	\$	-	\$	-	\$	-
24535 Hydro Geological Report	???	\$	55,000	\$	-	\$	-	\$	55,000
24536 Environmental Phase 2	mte	\$	32,000	\$	-	\$	-	\$	32,000
24537 Environmental Impact Study	beacon	\$	17,020	\$	-	\$	-	\$	17,020
24538 Record of Site Condition		\$	-	\$	2,500	\$	-	\$	2,500
24539 Architectural services		\$	10,000	\$	-	\$	-	\$	10,000
24540 Landscape architectural services		\$	10,000	\$	-	\$	-	\$	10,000
Subtotal - Fees		\$	263,743	\$	71,600	\$	43,000	\$	378,243
24541 Disbursements	5%	\$	13,187.15	\$	3,575	\$	2,150	\$	18,912
Contingency	10%	\$	26,374.30	\$	7,150	\$	4,300	\$	37,824
Subtotal		\$	303,304	\$	82,225	\$	49,450	\$	434,979

24550 Application Fees

(011 Fees Subject to Change)									
24551 Development Review Fee		\$	-	\$	-	\$	-	\$	-
24552 Official Plan Amendment		\$	3,880	\$	-	\$	-	\$	3,880
24553 Zoning By-law Amendment		\$	-	\$	-	\$	-	\$	-
24554 Draft Plan of Condominium		\$	6,600	\$	2,000	\$	-	\$	8,600
24555 Condominium Agreement (not including registration and disb.)		\$	-	\$	-	\$	10,000	\$	10,000
24556 Site Plan Approval		\$	-	\$	-	\$	5,000	\$	5,000
24557 Plan of Subdivision		\$	-	\$	3,000	\$	-	\$	3,000
24558 Site Plan Agreement		\$	27,375	\$	-	\$	-	\$	27,375
24559 Mattland Valley Conservation Authority Fees		\$	-	\$	-	\$	-	\$	-
24560 Taking of Water Fee		\$	-	\$	-	\$	-	\$	-
24561 Development Review Fee (municipal)		\$	-	\$	3,000	\$	-	\$	3,000
Subtotal - Fees		\$	37,855	\$	8,000	\$	15,000	\$	60,855
24562 Disbursements	0%	\$	-	\$	-	\$	-	\$	-
Contingency	10%	\$	3,786	\$	800	\$	1,500	\$	6,086
Subtotal		\$	41,641	\$	8,800	\$	16,500	\$	66,941

Economic & Marketing Advisory

24571 Phase 1 - Market Demand and Justification Analysis		\$	-	\$	-	\$	-	\$	-
24579 Phase 2: Financial Feasibility Analysis		\$	-	\$	-	\$	-	\$	-
24580 Phase 3: Financial/Economic Impact		\$	-	\$	-	\$	-	\$	-
24581 Fiscal Impact Analysis	???	\$	10,000	\$	-	\$	-	\$	10,000
24582 Economic Impact Assessment		\$	-	\$	-	\$	-	\$	-
Subtotal - Fees		\$	10,000	\$	-	\$	-	\$	10,000
24583 Disbursements	5%	\$	500	\$	-	\$	500	\$	500
Contingency	5%	\$	500	\$	-	\$	500	\$	500
Subtotal		\$	11,000	\$	-	\$	-	\$	11,000

24590 PR & Communications

24591 Promotional disbursements		\$	5,000	\$	-	\$	-	\$	5,000
24592 PR & Communications Scope Plus Osborne		\$	5,000	\$	-	\$	-	\$	5,000
24594 Valuation Reports		\$	-	\$	-	\$	-	\$	-
24593 Disbursements	5%	\$	-	\$	-	\$	-	\$	-
Contingency	5%	\$	500	\$	-	\$	-	\$	500
Subtotal		\$	10,500	\$	-	\$	-	\$	10,500

24600 Legals

24601 Review of Applications		\$	5,000	\$	-	\$	-	\$	5,000
24602 Resolve any easement issues		\$	2,000	\$	-	\$	-	\$	2,000
24603 Easement & Encroachment Agreements		\$	-	\$	-	\$	-	\$	-
24604 OPA & By-Law		\$	5,000	\$	-	\$	-	\$	5,000
24605 Applications Related to Re-Zoning & OPA		\$	5,000	\$	-	\$	-	\$	5,000
24606 Plan of Subdivision Agreement		\$	-	\$	5,000	\$	-	\$	5,000
24607 Development & Servicing Agreement		\$	-	\$	5,000	\$	-	\$	5,000
24608 Review of all scope agreements		\$	-	\$	-	\$	-	\$	-
24609 Potential OMB Hearing**		\$	-	\$	-	\$	-	\$	-
Subtotal - Fees		\$	17,000	\$	10,000	\$	-	\$	22,000
24610 Disbursements	5%	\$	850	\$	-	\$	-	\$	850
Contingency	10%	\$	1,700	\$	-	\$	-	\$	1,700
Subtotal		\$	19,550	\$	10,000	\$	-	\$	24,550
Total		\$	465,195	\$	149,025	\$	87,550	\$	696,770

Total Contingency	\$	38,480	\$	11,950	\$	7,800	\$	59,010
Total Disbursements	\$	21,137	\$	7,575	\$	3,950	\$	32,682

Net Available Concept Planning Funds

	\$	191,704
	\$	80,000
		H

* Contingency is used for unknown items such peer reviews, amendments to reports
** This budget does not include a provision for an OMB application

Budget

To Submission (Year One) (Aug 2011-Jul 2012)	Application Processing & Management (Year Two)	Approvals, Clearances & Registration (Year Three)	Total
----------------------------------------------------	---------------------------------------------------------	------------------------------------------------------------	-------

Updated Budget

To Submission (Year One)	Application Processing & Management (Year Two)	Approvals, Clearances & Registration (Year Three)	Total	Actual
				\$ 438,000
				\$ 25,620
				\$ 41,847
				\$ 38,644
				\$ 4,650
				\$ -
				\$ 583
				\$ 11,432
				\$ 3,479
				\$ 100,633
				\$ 6,156
				\$ 106,789

Meaford A2A Developments Inc.
Statement of Receipts and Disbursements
for the Concept Planning Fund
of Meaford Highlands Resort
for the period April 2011 to December 31, 2016

\$ CAD \$ CAD

Receipts

Funds Collected

from sales through August 2012 (2,225 units)

Retained Units

\$ 1,112,500

\$ 27,500

\$ 1,140,000

Disbursements

Planning

Phase 1 - Preparation for Development Applications	\$ 39,129
Phase 2 - Submission of Development Applications	\$ 27,533
Phase 3- Application Management	\$ 46,870
Phase 5- Application to Plan of Development	\$ 2,397
Planning Justification Report	\$ 13,482
Renderings, 3-D Modelling & Other Marketing Requirements	\$ 21,299
Disbursements	<u>\$ 13,939</u>

Total Planning \$ 164,647

Development

Terra	\$ 157,682
Geotechnical Studies	\$ 44,204
Site Servicing SWM, Sanitary, Hydro & Grading	\$ 40,028
D. Friedman Consulting	\$ 3,092
General Engineering Services	\$ 37,132
Topographical survey	\$ 31,500
Additional Survey Work	\$ 1,777
Traffic Impact & Transportation	\$ 26,238
Hydro Geological Report	\$ 63,537
Environmental Impact Study	\$ 61,727
Landscape architectural service	\$ 171,799
Disbursements	<u>\$ 25,880</u>

Total Development \$ 664,593

Application Fees

Development Review Fee	\$ 15,000
Official Plan Amendment	\$ 5,200
Development Review Fee	\$ 43,690
Grey Sauble Conservation Author	<u>\$ 15,345</u>

Total Application Fees \$ 79,235

Economic & Marketing Advisory

Phase 1 - Market Demand and Justification	\$ 45,000
Phase 2- Financial Feasibility	\$ 42,372

Meaford A2A Developments Inc.
Statement of Receipts and Disbursements
for the Concept Planning Fund
of Meaford Highlands Resort
for the period April 2011 to December 31, 2016

Fiscal Impact Analysis	\$ 51,068	
Disbursements	\$ 9,167	
Total Economic & Marketing Advisory	\$ 147,607	
PR & Communications		
Promotional disbursements	\$ 40,000	
PR & Communications Scope Plus	\$ 105,500	
Disbursements	\$ 800	
Valuation Reports	\$ 3,100	
Total PR & Communications	\$ 149,400	
Watson & Associates Retainer	\$ 4,690	
Property Taxes	\$ 136,369	
Total Spend to Date		\$ 1,346,541
Funds Remaining		\$ (206,541)
Loan from Facilitator – Meaford A2A Developments, Inc		\$ 206,541

MEAFORD A2A DEVELOPMENTS INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2016

MEAFORD A2A DEVELOPMENTS INC.

Financial Statements December 31, 2016

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C.C.L. Chartered Professional Accountants
Professional Corporation
(Member of LAWCPA network)

Terence Chan MBA, CPA (ILL, US), CPA, CA
Michele Chan MBA, CPA (ILL, US), CPA, CA
Anne Law B.Comm, CPA, CA

NOTICE TO READER

On the basis of information provided by management, we have compiled the balance sheet of **MEAFORD A2A DEVELOPMENTS INC.** as at **December 31, 2016** and the statement of loss and retained earnings for the year then ended.

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Readers are cautioned that these statements may not be appropriate for their purposes.

C.C.L.

**Chartered Professional Accountants Professional Corporation,
Authorized to practice public accounting by the
Chartered Professional Accountants of Ontario**

Toronto, Ontario
February 15, 2018

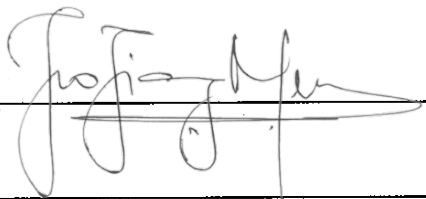
MEAFORD A2A DEVELOPMENTS INC.

Balance Sheet

December 31, 2016

"Unaudited - see notice to reader"

	<u>2016</u>	<u>2015</u>
	\$	\$
Assets		
Current		
Cash	498,979	517,730
Cash held in trust	2,536	47,963
Accounts receivable	21,063	11,772
Income taxes recoverable	380	797
Government remittances receivable	2,709	-
Concept planning fund receivable	234,041	181,626
Land inventory	<u>56,019</u>	<u>56,019</u>
	<u>815,727</u>	<u>815,907</u>
Liabilities		
Current		
Accounts payable and accruals	40,099	40,100
Loan payable	<u>157,043</u>	<u>157,043</u>
	<u>197,142</u>	<u>197,143</u>
Shareholder's Equity		
Share capital (note 1)	200	200
Retained earnings	<u>618,385</u>	<u>618,564</u>
	<u>618,585</u>	<u>618,764</u>
	<u>815,727</u>	<u>815,907</u>



Director

Director

MEAFORD A2A DEVELOPMENTS INC.

**Statement of Loss and Retained Earnings
Year Ended December 31, 2016**

"Unaudited - see notice to reader"

	<u>2016</u>	<u>2015</u>
	\$	\$
Expenses		
Bank charges	244	-
Office and general, net	-	(68)
Professional fees	<u>1,500</u>	<u>1,500</u>
	<u>1,744</u>	<u>1,432</u>
Net loss before income tax	(1,744)	(1,432)
Income taxes (recoverable)	<u>(1,565)</u>	<u>362</u>
Net loss for the year	(179)	(1,794)
Retained earnings, beginning of year	<u>618,564</u>	<u>620,358</u>
Retained earnings, end of year	<u>618,385</u>	<u>618,564</u>

MEAFORD A2A DEVELOPMENTS INC.

Notes to Financial Statements December 31, 2016

"Unaudited" - see notice to reader"

1. Share Capital

The share capital of the company consists of the following:

Authorized:

Unlimited number of common shares

Issued:

100 common shares

<u>2016</u>	<u>2015</u>
\$	\$
<u>200</u>	<u>200</u>

MEAFORD A2A DEVELOPMENTS INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2015

MEAFORD A2A DEVELOPMENTS INC.

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December 31, 2015**

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**Chartered Professional Accountants Professional Corporation,
Licensed Public Accountants**


Toronto, Ontario
July 15, 2017

MEAFORD A2A DEVELOPMENTS INC.

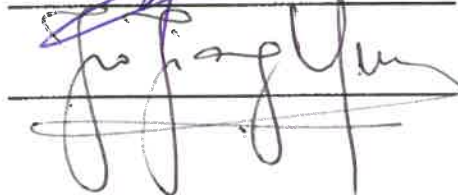
Balance Sheet December 31, 2015

"Unaudited - see notice to reader"

	<u>2015</u>	<u>2014</u>
	\$	\$
Assets		
Current		
Cash	517,730	525,998
Cash held in trust	47,963	61,887
Accounts receivable	11,772	10,840
Income taxes recoverable	797	1,159
Government remittances receivable	-	5,935
Concept planning fund receivable	181,626	154,363
Land inventory	<u>56,019</u>	<u>56,019</u>
	<u>815,907</u>	<u>816,201</u>
Liabilities		
Current		
Accounts payable and accruals	40,100	38,600
Loan payable	<u>157,043</u>	<u>157,043</u>
	<u>197,143</u>	<u>195,643</u>
Shareholder's Equity		
Share capital (note 1)	200	200
Retained earnings	<u>618,564</u>	<u>620,358</u>
	<u>618,764</u>	<u>620,558</u>
	<u>815,907</u>	<u>816,201</u>



Director



Director

MEAFORD A2A DEVELOPMENTS INC.

**Statement of Loss and Retained Earnings
Year Ended December 31, 2015**

"Unaudited - see notice to reader"

	<u>2015</u> \$	<u>2014</u> \$
Expenses		
Property tax	-	91
Bank charges	-	56
Office and general, net	(68)	170
Professional fees	<u>1,500</u>	<u>1,850</u>
	<u>1,432</u>	<u>2,167</u>
Net loss before income tax	(1,432)	(2,167)
Income taxes (recovery)	<u>362</u>	<u>(336)</u>
Net loss for the year	(1,794)	(1,831)
Retained earnings, beginning of year	<u>620,358</u>	<u>622,189</u>
Retained earnings, end of year	<u>618,564</u>	<u>620,358</u>

MEAFORD A2A DEVELOPMENTS INC.

Notes to Financial Statements December 31, 2015

"Unaudited" - see notice to reader"

1. Share Capital

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Unlimited number of common shares

Issued:

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<u>2015</u>	<u>2014</u>
\$	\$
<u>200</u>	<u>200</u>

**WINGHAM CREEK A2A
DEVELOPMENTS INC.**

FINANCIAL STATEMENTS

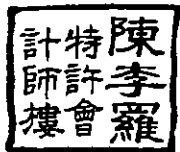
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WINGHAM CREEK A2A DEVELOPMENTS INC.

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Toronto, Ontario
July 15, 2017

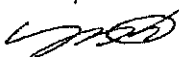
WINGHAM CREEK A2A DEVELOPMENTS INC.

Balance Sheet December 31, 2015

"Unaudited - see notice to reader"

	<u>2015</u>	<u>2014</u>
	\$	\$
Assets		
Current		
Cash	98,635	244,293
Cash held in trust	154,592	169,138
Accounts receivable	5,976	3,102
Income taxes receivable	-	15,457
Government remittances receivable	-	8,551
Loan receivable	178,002	-
Land inventory	<u>30,309</u>	<u>30,309</u>
	<u>467,514</u>	<u>470,850</u>
Liabilities		
Current		
Accounts payable and accruals	35,240	33,740
Concept planning fund payable	162,167	175,922
Income taxes payable	834	-
Government remittances payable	<u>385</u>	<u>-</u>
	<u>198,626</u>	<u>209,662</u>
Shareholder's Equity		
Share capital (note 1)	100	100
Retained earnings	<u>268,788</u>	<u>261,088</u>
	<u>268,888</u>	<u>261,188</u>
	<u>467,514</u>	<u>470,850</u>

X  _____ Director

 _____ Director

WINGHAM CREEK A2A DEVELOPMENTS INC.

Balance Sheet

December 31, 2015

"Unaudited - see notice to reader"

	<u>2015</u>	<u>2014</u>
	\$	\$
Assets		
Current		
Cash	98,635	244,293
Cash held in trust	154,592	169,138
Accounts receivable	5,976	3,102
Income taxes receivable	-	15,457
Government remittances receivable	-	8,551
Loan receivable	178,002	-
Land inventory	<u>30,309</u>	<u>30,309</u>
	<u>467,514</u>	<u>470,850</u>
Liabilities		
Current		
Accounts payable and accruals	35,240	33,740
Concept planning fund payable	162,167	175,922
Income taxes payable	834	-
Government remittances payable	<u>385</u>	<u>-</u>
	<u>198,626</u>	<u>209,662</u>
Shareholder's Equity		
Share capital (note 1)	100	100
Retained earnings	<u>268,788</u>	<u>261,088</u>
	<u>268,888</u>	<u>261,188</u>
	<u>467,514</u>	<u>470,850</u>

Director

Director

WINGHAM CREEK A2A DEVELOPMENTS INC.

Statement of Income and Retained Earnings Year Ended December 31, 2015

"Unaudited - see notice to reader"

	<u>2015</u>	<u>2014</u>
	\$	\$
Other income	<u>11,752</u>	<u>11,752</u>
Expenses		
Bank charges	-	55
Professional fees	<u>2,693</u>	<u>13,850</u>
	<u>2,693</u>	<u>13,905</u>
Income (loss) before income tax	9,059	(2,153)
Income taxes (recovered)	<u>1,359</u>	<u>(525)</u>
Net income (loss) for the year	7,700	(1,628)
Retained earnings, beginning of year	<u>261,088</u>	<u>262,716</u>
Retained earnings, end of year	<u>268,788</u>	<u>261,088</u>

WINGHAM CREEK A2A DEVELOPMENTS INC.

Note to Financial Statements Year Ended December 31, 2015

"Unaudited - see notice to reader"

1. Share Capital

The share capital of the company consists of the following:

Authorized:

Unlimited number of common shares

Issued:

	<u>2015</u>	<u>2014</u>
	\$	\$
100 common shares	<u>100</u>	<u>100</u>

**WINGHAM CREEK A2A
DEVELOPMENTS INC.**

FINANCIAL STATEMENTS

DECEMBER 31, 2016

WINGHAM CREEK A2A DEVELOPMENTS INC.

Financial Statements December 31, 2016

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Toronto, Ontario
February 15, 2018

WINGHAM CREEK A2A DEVELOPMENTS INC.

Balance Sheet December 31, 2016

"Unaudited - see notice to reader"

	<u>2016</u>	<u>2015</u>
	\$	\$
Assets		
Current		
Cash	106,992	98,635
Cash held in trust	145,564	154,592
Accounts receivable	100	5,976
Loan receivable	189,002	178,002
Land inventory	<u>30,309</u>	<u>30,309</u>
	<u>471,967</u>	<u>467,514</u>
Liabilities		
Current		
Accounts payable and accruals	35,240	35,240
Concept planning fund payable	153,250	162,167
Income taxes payable	3,287	834
Government remittances payable	<u>2,981</u>	<u>385</u>
	<u>194,758</u>	<u>198,626</u>
Shareholder's Equity		
Share capital (note 1)	100	100
Retained earnings	<u>277,109</u>	<u>268,788</u>
	<u>277,209</u>	<u>268,888</u>
	<u>471,967</u>	<u>467,514</u>



Director



Director

WINGHAM CREEK A2A DEVELOPMENTS INC.

Balance Sheet December 31, 2016

"Unaudited - see notice to reader"

	<u>2016</u>	<u>2015</u>
	\$	\$
Assets		
Current		
Cash	106,992	98,635
Cash held in trust	145,564	154,592
Accounts receivable	100	5,976
Loan receivable	189,002	178,002
Land inventory	<u>30,309</u>	<u>30,309</u>
	<u>471,967</u>	<u>467,514</u>
Liabilities		
Current		
Accounts payable and accruals	35,240	35,240
Concept planning fund payable	153,250	162,167
Income taxes payable	3,287	834
Government remittances payable	<u>2,981</u>	<u>385</u>
	<u>194,758</u>	<u>198,626</u>
Shareholder's Equity		
Share capital (note 1)	100	100
Retained earnings	<u>277,109</u>	<u>268,788</u>
	<u>277,209</u>	<u>268,888</u>
	<u>471,967</u>	<u>467,514</u>

X



Director

Director

WINGHAM CREEK A2A DEVELOPMENTS INC.

Balance Sheet

December 31, 2016

"Unaudited - see notice to reader"

	<u>2016</u>	<u>2015</u>
	\$	\$
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Current		
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	<u>471,967</u>	<u>467,514</u>

Director

Director

WINGHAM CREEK A2A DEVELOPMENTS INC.

Statement of Income and Retained Earnings Year Ended December 31, 2016

"Unaudited - see notice to reader"

	<u>2016</u>	<u>2015</u>
	\$	\$
Other income	<u>11,752</u>	<u>11,752</u>
Expenses		
Bank charges	400	-
Professional fees	<u>1,500</u>	<u>2,693</u>
	<u>1,900</u>	<u>2,693</u>
Income before income taxes	9,852	9,059
Income taxes	<u>1,531</u>	<u>1,359</u>
Net income for the year	8,321	7,700
Retained earnings, beginning of year	<u>268,788</u>	<u>261,088</u>
Retained earnings, end of year	<u>277,109</u>	<u>268,788</u>

WINGHAM CREEK A2A DEVELOPMENTS INC.

Note to Financial Statements Year Ended December 31, 2016

"Unaudited - see notice to reader"

1. Share Capital

The share capital of the company consists of the following:

Authorized:

Unlimited number of common shares

Issued:

100 common shares

<u>2016</u>	<u>2015</u>
\$	\$
<u>100</u>	<u>100</u>

APPENDIX "G"

A2A Group**Funding of Development Costs in excess of Concept Planning Fund****As at Dec 31, 2017**

	Development Costs In excess of CPF	Loans Payable
Meaford A2A Developments Inc.	337,620.08	
Serene Country Home (Canada) Inc.		29,242.57
A2A CM Pte Ltd.		157,042.79
Meaford A2A Developments Inc.		43,554.54
Trade payables		107,780.18
	<hr/>	<hr/>
	337,620.08	337,620.08
Lake Huron Shores A2A Developments Inc.	214,648.77	
Serene Country Home (Canada) Inc.		169,900.00
A2A CM Pte Ltd.		44,748.77
	<hr/>	<hr/>
	214,648.77	214,648.77
Wingham Creek A2A Developments Inc.	(108,217.41)	
Not a shortfall. Still funded by CPF.		