

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

Clerk's Stamp



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

AND IN THE MATTER OF THE 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.

FIAT

APPLICANTS

ALVAREZ & MARSAL CANADA INC.

Let this document be filed notwithstanding the

DOCUMENT

AFFIDAVIT OF BEE KEOW TEO

*electronic signature of
the affiant*

ADDRESS FOR
 SERVICE AND
 CONTACT
 INFORMATION
 OF PARTY
 FILING THIS
 DOCUMENT

CASSELS BROCK & BLACKWELL LLP
 Suite 3810, Bankers Hall West
 888 3rd Street SW
 Calgary, Alberta, T2P 5C5

Filed this 23 day of July, 2025
[Signature]
 J.C.K.B.A.

Attention: Jeffrey Oliver / Danielle Marechal

P: 403 351 2922 / 403 351 2921

E: joliver@cassels.com / dmarechal@cassels.com

File No. 57100-4

AFFIDAVIT OF:

BEE KEOW TEO

SWORN ON:

June 7, 2025

I, Bee Keow Teo, of the city of Singapore, in the Republic of Singapore, SWEAR AND SAY THAT:

1. I am an investor in a real estate project, Lake Huron Shores ("LHS") which is the subject to this application. As such, I have personal knowledge of the matters hereinafter sworn to in this Affidavit, except where stated to be based on information and belief, and where so stated, I verily believe the same to be true.
2. Terms used and not otherwise defined herein shall have the meaning ascribed to them in the Monitor's Sixth Report dated June 9, 2025. All references to currency in this affidavit are references to Canadian dollars unless otherwise indicated.

I. RELIEF SOUGHT

3. This affidavit is sworn in support of the application of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as the CCAA monitor with enhanced powers (in such capacity, the "**Monitor**") over the Debtor Companies (as defined herein) for an order pursuant to the *Companies Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") in respect of adding Wingham Creek A2A Developments Inc. ("**Wingham Developments**"), Lake Huron Shores A2A Developments Inc. ("**LHS Developments**"), and Meaford A2A Developments Inc. ("**Meaford Developments**", and collectively, the "**Additional Project Entities**") as debtor companies to these CCAA Proceedings, among other things (the "**June 19 Application**").
4. I have spoken with Danica Jorgenson of Cassels, Brock & Blackwell LLP, the Monitor's Counsel about the June 19 Application. I am supportive of the June 19 Application and in particular, the addition of LHS Developments as a respondent to these CCAA Proceedings.

II. CCAA PROCEEDINGS

5. I have reviewed the Monitor's Reports in these CCAA Proceeding and understand that the following entities are subject to relief under the CCAA Proceedings as "debtor companies":
- (a) A2A Capital Services Canada Inc. ("**A2A CSC**");
 - (b) Serene Country Homes (Canada) Inc. ("**Serene Canada**");
 - (c) A2A Developments Inc. ("**A2A Developments**");
 - (d) Angus A2A GP Inc.;
 - (e) Angus Manor Park A2A GP Inc.;
 - (f) Angus Manor Park A2A Capital Corp.;
 - (g) Angus Manor Park A2A Developments Inc.;
 - (h) Fossil Creek A2A GP Inc.;
 - (i) Fossil Creek A2A Developments, LLC;
 - (j) Hills of Windridge A2A GP Inc.; and
 - (k) Windridge A2A Developments, LLC
- (collectively, the "**Debtor Companies**").

KW

6. I have been advised I have been advised by Rob Peterson of Azimuth Risk Management Inc. ("**Azimuth**") and do verily believe, that certain of the Debtor Companies were involved in the LHS project in which I am an investor.

B. Lake Huron Shores

7. Similar to the Debtor Companies, the LHS Developments solicited investments from offshore investors. Investors purchased LHS Developments undivided financial interests ("**UFI**") in LHS.
8. LHS was advertised to me as a 96-acre residential development project located in Goderich, Ontario.
9. I heard about the opportunity to invest in the LHS project through a sales representative for the A2A Group. I was also aware of investments made in other A2A projects by my partner Wing Foong.
10. On August 21, 2012, I purchased four UFIs for \$40,000.
11. Upon my purchase of UFIs, I received the following material agreements:
- (a) LHS A2A UFI Purchase and Sale Agreements between LHS A2A and myself (the dated August 21, 2012, wherein LHS A2A agreed to sell me four UFIs at a price of \$10,000 CAD per UFI ("**LHS APS**"). I have attached the LHS APS as **Exhibit "A"**.
 - (b) LHS A2A Deed of Covenants, attached to the LHS APS, which appointed LHS A2A as Facilitator of the project.
 - (c) LHS A2A Revocable Trust Deed, attached to the LHS APS and provides that I may set up a revocable trust.
 - (d) LHS A2A Option to Sell Agreement, attached to the LHS APS, and provides that I may exercise my option to sell my UFIs to A2A Distribution Limited.
12. At no time after investing in LHS did I or any other investor with whom I spoke receive any financial or other reporting from the A2A Group.
13. Starting in 2019, I began to have serious concerns regarding LHS. There had been no reporting for some time and no returns paid to investors.
14. Since 2022, the only communication that I have received from the A2A Group has been with respect exit offers for LHS.
15. Despite making a request from more information in April 2022 with respect to an exit offer letter sent by the A2A Group on April 26, 2022 (the "**2022 Exit Offer**"), no additional information was provided.

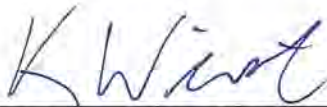
KW

16. On November 28, 2024, I received another exit offer letter from the A2A Group which is attached hereto and marked as **Exhibit "B"** (the "**2024 Exit Offer**").
17. Notwithstanding the 2022 Exit Offer and the 2024 Exit Offer, it is unclear to me whether the LHS lands were sold. I am advised by Rob Peterson of Azimuth, as do verily believe, that LHS is currently listed for sale online for an asking price of \$8,250,000.
18. I did not receive, nor am I aware of any LHS investors who has received, any money back from the A2A Group related to our investments in LHS. Moreover, It is unclear what, if any, material development efforts have been undertaken with the LHS since UFI's were first sold.

III. RELIEF SOUGHT

19. I am advised by the Monitor and its consultants, and do verily believe, that LHS Developments is insolvent.
20. I am advised, and do verily believe, that a CCAA process can identify a restructuring plan for the benefit of all stakeholders in a fair and transparent process, by moving control of the LHS Developments and its assets away from the current management and putting it in the hands of reputable and experienced insolvency professionals.
21. In swearing this affidavit, I was not physically present before the commissioner for oaths but was linked with the commissioner for oaths utilizing video technology, and to the best of my knowledge, the process described in the Court of King's Bench of Alberta Notice to the Profession and Public on Remote Commissioning of Affidavits dated March 25, 2020 was followed.
22. I swear this affidavit in support of the relief sought by the Monitor and for no other or improper purpose.

SWORN BEFORE ME at the City of Calgary, in the)
Province of Alberta, this 7 day of June, 2025)



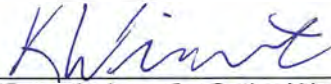
Commissioner for Oaths/Notary Public in and for)
Alberta)

Bee Keow Teo

KAMRYN WIEST
Student-At-Law
A Commissioner for Oaths in and for Alberta

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This is Exhibit "A" to the Affidavit of
Bee Keow Teo, sworn this 7 day of
June, 2025



A Commissioner for Oaths / Notary Public
In And For Alberta

KAMRYN WIEST
Student-At-Law
A Commissioner for Oaths In and for Alberta



A2A CAPITAL MANAGEMENT PTE LTD

January 31, 2013

Ms. Bee Keow Teo
Blk 411 Yishun Ring Road
#09-1815
Singapore 760411

Dear Ms. Teo

Re: Your Purchase of Undivided Fractional Interest in Lake Huron Shores

Sale ID : 122283

UDI No(s) : LHS-0516,LHS-0527,LHS-0528,LHS-0529

Once again, congratulations on your purchase in the Lake Huron Shores project.

The registration of your Undivided Fractional Interest has now been completed, together with the payment of the Land Transfer Tax to the Ministry of Revenue in Ontario, Canada. Following this, we would like to present you with your complete set of the relevant executed documents for your retention:-

Lake Huron A2A Developments Inc. Documents

- Agreement of Purchase & Sale
- Deed of Covenant
- Affidavit of Execution – Deed of Covenant
- Power of Attorney
- Affidavit of Execution – Power of Attorney
- Witness Confirmation – Power of Attorney
- Acknowledgement and Direction
- Revocable Trust Deed
- Option to Sell Agreement
- Declaration Form and Schedule A
- CRA Authorization

Government Documents

- T1013E – Authorizing or Cancelling a Representative;
- RC59E – Business Consent Form
- RC1E – Request for a Business Number (BN)
- T1261E – Individual Tax Number (ITN) for Non-Residents
- 0009E – Authorizing or Cancelling a Representative

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Others

- Transfer/Deed of Title
- Title Opinion – Friedman & Associates
- Master Title Insurance Policy
- Copy of Liability Insurance Coverage on Land
- Change of Client Details form

We ask that you acknowledge receipt of the above documents by signing the attached copy of this letter and returning it to your Sales Consultant or to our office within 14 working days from the date of this letter.

Yours sincerely

A2A Capital Management Pte Ltd

Rosemarie Gomez

Manager, Administration

This is a computer-generated letter and no signature is required.

cc: A2A Capital Services Pte Ltd, Singapore

I, Bee Keow Teo holder of Personal Identification No.S1467042D hereby acknowledge receipt of the above mentioned documents.

Bee Keow Teo

Date:

KW

THE BEST INVESTMENT ON EARTH IS EARTH

LOUIS GLICKMAN

Enhanced
LAND SALE PLAN

MS. BEE KEOW TEO

KW

A2A



LAKE HURON SHORES

Enhanced
LAND SALE PLAN

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A2A

AGREEMENT OF PURCHASE AND SALE

LAKE HURON SHORES
A2A DEVELOPMENTS INC.

c/o 80 Raffles Place, #34-20 UOB Plaza 2, Singapore 048624
Tel: +65 3157 1111 | Fax +65 6820 8360

KW

THANK YOU
FOR PURCHASING

LAKE HURON SHORES A2A
DEVELOPMENTS INC.

PURCHASE
DETAILS

INTEREST AMOUNT : 4/870

PURCHASE PRICE: CAD40,000.00

GST/HST: settled upon filing the
return

LAND TRANSFER
TAX(LTT): CAD200.00

SIGNING DATE AUGUST 21, 2012

PURCHASING UNIT NOS.:

LHS-0516,LHS-0527,LHS-0528,LHS-0529

CLIENT
INFORMATION

TITLE: MS

FIRST NAME: BEE KEOW

MIDDLE NAME:

LAST NAME: TEO

DATE OF BIRTH 15/03/1961

IDENTIFICATION S1467042D
NO.

RESIDENCE TEL:
OFFICE : 00-65-91031584
HANDPHONE :

ADDRESS: BLK 411 YISHUN RING ROAD
#09-1815 SINGAPORE 2776

For more information on any of our products or services please visit us at our website:

www.a2a.asia

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Table of Contents

Lake Huron Shores A2A Development Inc. Documents

1. Agreement of Purchase and Sale
2. Deed of Covenant
3. Affidavit of Execution – Deed of Covenant
4. Power of Attorney
5. Affidavit of Execution – Power of Attorney
6. Witness Confirmation – Power of Attorney
7. Acknowledgement and Direction
8. Revocable Trust Deed
9. Option to Sell Agreement
10. Declaration Form and Schedule A
11. CRA Authorization

Government Documents

12. T1013E – Authorizing or Cancelling a Representative
13. RC59 E – Business Consent Form
14. RC1 E – Request for a Business Number (BN)
15. T1261E – Individual Tax Number (ITN) for Non-Residents
16. 0009 E – Authorizing or Cancelling a Representative

Others

17. Transfer / Deed of Title
18. Title Opinion – Friedman & Associates
19. Master Title Insurance Policy
20. Copy of Liability Insurance Coverage on Land

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Document Summary

Lake Huron Shores A2A Developments Inc. Documents

1. Agreement of Purchase and Sale

The Agreement of Purchase and Sale is a contract that clearly explains the structure of the purchase. It outlines specifically the terms and conditions of the purchase throughout the full term. This document should be read carefully.

2. Deed of Covenant

The Deed of Covenant is a document that sets out the legal obligations imposed by the Vendor upon the Purchaser to do or not to do something. It is required because it is a condition of the sale. These covenants are for the benefit of the Vendor and all co-owners of the Property, including the Purchaser. It binds the Purchaser and every co-owner of the Property. It makes each purchaser bound by the same obligations and conditions so that everyone is treated fairly and to facilitate management of the Property. It spells out who manages the Property and appoints the Facilitator to carry out their instructions.

3. Affidavit of Execution – Deed of Covenant

A Purchaser must sign several documents which include the Deed of Covenant. This document must be signed before a witness. This witness signs the Affidavit of Execution to confirm that he personally witnessed the Purchaser signing the document.

4. Power of Attorney

The Power of Attorney is an authorization by the Purchaser to the Vendor to act on his behalf in regards to various matters pertaining to the property.

5. Affidavit of Execution – Power of Attorney

A Purchaser must sign several documents which include the Power of Attorney. This document must be signed before a witness. This witness signs the Affidavit of Execution to confirm that he personally witnessed the Purchaser signing the document.

6. Witness Confirmation – Power of Attorney

The Witness Confirmation is a confirmation by witness (A) confirming that he witnessed the signature of the Purchaser and also the signature(s) of the witness(es) (B&C) who were present when the Purchaser signed the relevant document. It also confirms that A verified the Purchaser's identity as well as B and C's.

7. Acknowledgment and Direction

The Acknowledgement and Direction is the Purchaser's authorization to the law firm to sign, deliver and/or register documents to complete the sale & purchase transaction on their behalf.

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8. Revocable Trust Deed

The Revocable Trust Deed sets out the details of a trust which keeps the land under the ownership of a living person.

9. Option to Sell Agreement

The Option to Sell imposes an obligation on A2A Distribution Limited to buy the undivided fractional interest at C\$10,000.00 from the Purchaser. The Option to Sell may be exercised at any time on the expiry of the 60th month ending the 66th month from the date of the Option to Sell.

10. Declaration Form and Schedule A

Purchaser provides permission to A2A Capital Management Inc. to file the tax returns on their behalf. The Purchaser must indicate which tax code is most applicable.

11. CRA Authorization

Allows the Canada Revenue Agency (CRA) to discuss any matter pertaining to HST with authorized official A2A Capital Management Inc.

Government Documents

12. T1013 E – Authorizing or Cancelling a Representative

This form provides permission for authorized officials of A2A Capital Management Inc. to correspond with CRA on behalf of the Purchaser.

13. RC59 E – Business Consent Form

This form provides permission for A2A Capital Management Inc. authorized third party members to speak with CRA (pertaining to the purchase) on behalf of the purchaser. For example, this may include our accounting firm or solicitor.

14. RC1 E – Request for a Business Number (BN)

This form is used to apply for a business number needed to file annual tax.

15. T1261 E – Individual Tax Number (ITN) for Non-Residents

This form provides individual tax number for non-residential purchasers.

16. 0009E – Authorizing or Cancelling a Representative

This form provides permission for authorized officials of A2A Capital Management Inc. to correspond with Canadian Ministry of Revenue on behalf of the Purchaser.

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Others

17. Land Title Transfer Document

This is the document issued by the lawyer acknowledging the client's name was registered under legal title.

18. Title Opinion – Friedman & Associates

This is a legal opinion from William Friedman confirming that the client is the registered owner of the property; that he holds good and marketable title and that the client's title is free from any mortgages and any other encumbrances or liens.

19. Master Title Insurance Policy

A copy of the title insurance coverage from Stewart Title Guaranty Company insuring the master title i.e. the title held by the vendor. It insures, amongst other things, against a defect in the title or unmarketable title.

20. Copy of Liability Insurance Coverage on Land

A copy of the liability insurance coverage from Firstbrooks Cassie & Anderson Ltd.

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LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

Sale ID: 122283
(01)

THIS AGREEMENT OF PURCHASE AND SALE made as of the 21st of AUGUST ,2012

BETWEEN:

LAKE HURON SHORES A2A DEVELOPMENTS INC.

a corporation incorporated under the laws of the Province of Ontario, Canada

(hereinafter called the "Vendor")

-and-

BEE KEOW TEO

IDENTIFICATION NO. S1467042D

ADDRESS: BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE 2776

(hereinafter called the "Purchaser")

WHEREAS the Vendor holds registered title to the land described in Schedule "A" attached to this Agreement (the "**Property**");

AND WHEREAS the Vendor has divided the ownership of the Property into 870 undivided fractional interests (the "**Total Fractional Interests**") and intends to sell the Total Fractional Interests save and except for up to five percent (5%) thereof which may be retained by the Vendor;

AND WHEREAS the Vendor, has agreed to sell, transfer, assign, set over and convey to the Purchaser 4/870 undivided fractional interest(s) (the "**Purchased Property**") out of the Total Fractional Interests in the Property and the Purchaser has agreed to purchase the Purchased Property from the Vendor on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties hereto covenant and agree as follows:

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ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

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

"Acknowledgement & Direction" means the Acknowledgment & Direction attached to this Agreement as Schedule "B".

"Agreement" means this Agreement of Purchase and Sale and the Schedules attached hereto, each as amended, supplemented, restated, extended, renewed or replaced from time to time.

"Ancillary Documents" means those documents, instruments and/or agreements described in Schedule "C" attached to this Agreement, including, without limitation, (1) the Deed of Covenant, (2) the Power of Attorney, (3) the Affidavit of Execution, (4) the Revocable Trust Deed and (5) the Election of Joint Tenancy (only required if more than one Purchaser purchase the Purchased Property).

"Article", **"section"** and **"subsection"** mean and refer to the specified article, section and subsection of this Agreement.

"Business Day" means a day, other than a Saturday or Sunday or statutory holiday in Canada, on which the principal commercial banks located in the Province of Ontario, Canada are open for business during normal working hours.

"Closing" means the closing and consummation of the transaction of the purchase and sale of the Purchased Property pursuant to the terms of this Agreement, including without limitation, the payment of the Purchase Price and the delivery of the Closing Documents, on the Closing Date or such later date as agreed to by the parties.

"Closing Date" means the date this agreement is signed by each of the Vendor and the Purchaser or such earlier or later date as may be agreed to by the Vendor and the Purchaser in writing. If the Land Registry Office in the Province of Ontario, Canada is closed on that day, then closing shall take place on the next day that such Land Registry Office is open for business.

"Closing Documents" means, collectively, the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser pursuant to section 5.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Vendor pursuant to section 5.2.

LEGAL TITLE OWNERSHIP:
UDI/UTN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

"Deed of Covenant" means the document described as the Deed of Covenant and included in Schedule "C" as an Ancillary Document.

"HST" means all tax payable under Part IX of the *Excise Tax Act (Canada)* (including both the Federal and Provincial harmonized portion of those taxes) or under any provincial legislation imposing a similar value added or multi-stage tax in connection with the purchase by the Purchaser of the Purchased Property.

"Legal Service and Administration Fee" means the fee amounting to \$650.00 per transaction payable by each of the Purchasers simultaneously on payment of the Purchase Price being the legal and administrative cost for the registration of the Undivided Fractional Interest on the Master Title.

"LTT" means the land transfer tax payable by the Purchaser in connection with the purchase by the Purchaser of the Purchased Property as required by and under the *Land Transfer Tax Act* of Ontario;

"Property" has the meaning given thereto in the first recital of this Agreement.

"Purchased Property" has the meaning given thereto in the third recital of this Agreement.

"Purchase Price" has the meaning given to it in Section 2.2.

"Vendor's Lawyer" means Friedman & Associates or such other firm of solicitors or agents as are appointed by the Vendor and notice of which is provided to the Purchaser.

1.2 Time of the Essence

Time shall be of the essence in the performance of the Vendor's and the Purchaser's respective obligations.

1.3 Currency

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

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

1.4 Headings

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

1.5 Singular, etc.

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

1.6 Extended Meanings

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

1.7 Consent

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

1.8 Business Day

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

1.9 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to the transaction of purchase and sale provided for herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto and there are no warranties, representations or other agreements between the parties hereto in connection with the transaction except as specifically set forth in this Agreement or the Schedules attached hereto, or in any document delivered pursuant to this

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

Agreement. No amendment supplement or modification, of this Agreement shall be binding unless executed in writing by the parties hereto.

1.10 Non Merger

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

1.11 HST

If this transaction is subject to HST then the Purchaser shall be liable for and remit to the appropriate authority all HST which is payable in connection with the Purchased Property.

1.12 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

1.13 Schedules

The schedules to this Agreement, as listed below, are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Legal Description
Schedule B	Acknowledgement & Direction
Schedule C	Ancillary Documents

ARTICLE 2
AGREEMENT OF PURCHASE AND SALE

2.1 Purchase and Sale

- (a) The Vendor hereby agrees to sell, transfer, assign, set over and convey the Purchased Property to the Purchaser and the Purchaser hereby agrees to purchase the Purchased Property from the Vendor for the Purchase Price upon and subject to the terms and conditions of this Agreement.

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

- (b) The Purchaser may consist of more than one (1) person but not more than three (3) persons. If the Purchaser consists of more than one (1) person, then, in such event, the Purchased Property shall be held by them as tenants-in-common in the shares set out below unless the Purchaser completes, signs and delivers to the Vendor on Closing the "Election of Joint Tenancy" attached to this Agreement as part of Schedule "C". If the Purchaser does not complete, sign and deliver an Election of Joint Tenancy on Closing and the Purchaser consists of more than one (1) person, then each of the persons comprising such Purchaser shall hold the Purchased Property as tenants-in-common in the following shares:

Name (1): N/A	: N/A %
Name (2): N/A	: N/A %
Name (3): N/A	: N/A %
Total	: N/A %

2.2 Purchase Price

The purchase price for the Purchased Property is CAD40,000.00 (the "**Purchase Price**") plus applicable HST. The Purchase Price excludes the Legal Service and Administration Fee in the amount of \$650.00 per transaction. The Purchase Price has been calculated on the basis of \$10,000.00 for each undivided fractional interest forming part of the Purchased Property. The Purchase Price shall be payable on the Closing Date by certified cheque or negotiable bank draft delivered to the Vendor at the office of **A2A Capital Management Pte Ltd, 80 Raffles Place #34-20 Singapore 048624**, or by way of deposit or wire transfer to:

Account Name:	: A2A Capital Management Pte Ltd
Bank:	: HSBC
Bank Address:	: 21 Collyer Quay, HSBC Building #01-00 Singapore 049320
CAD Account Number	: 260 682976 180
Swift Code	: HSBCSGSG

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As provided in the Deed of Covenant, 5% out of the Purchase Price will be used by the Vendor for purposes of defraying the costs and expenses more particularly described in the Deed of Covenant.

2.3 Binding Agreement

This Agreement constitutes a binding agreement of purchase and sale of the Purchased Property on the terms of and subject to the provisions of this Agreement.

2.4 HST & Transfer Taxes

- (a) The Purchaser shall be responsible for and pay in addition to the Purchase Price, all applicable LTT and HST in connection with this transaction (the "**Purchaser's Transfer Taxes**"). Neither the LTT nor the HST is included in the Purchase Price.
- (b) The Purchaser shall pay, file and submit within the time prescribed in the *Excise Tax Act* (Canada) ("**ETA**") or in the *Land Transfer Tax Act* of Ontario ("**LTTA**") all payments, filings or documents required to be paid, filed by or under the ETA in connection with HST and LTTA in connection with LTT. The Vendor shall not collect the HST from the Purchaser if the Purchaser is registered under the ETA and in such event the Purchaser shall remit such HST when and to the extent required under the ETA and the Purchaser hereby indemnifies the Vendor and hold the Vendor harmless from any liability whatsoever under the ETA arising out of any breach of the obligations of the Purchaser with respect to HST. This agreement to indemnify shall not merge on Closing but shall survive the Closing.
- (c) The Vendor shall use its reasonable efforts to assist the Purchaser in making required filings or submissions required and payments of the Purchaser's Transfer Taxes; provided however that the Vendor shall not be responsible for or be held liable for any of the Purchaser's obligations with respect to payments, filings or submissions of the Purchaser's Transfer Taxes.

ARTICLE 3 PURCHASER'S DUE DILIGENCE

3.1 Searches and Examinations

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

3.2 Title Search

The Purchaser hereby acknowledges and confirms that it has been afforded the opportunity to retain counsel to examine matters relating to zoning, title to and such other matters as it may deem appropriate, regarding the Purchased Property and the Property.

3.3 Condition of Purchased Property

The Purchaser hereby acknowledges and confirms that the Purchased Property is being purchased on an "as is where is basis" with no representations or warranties by the Vendor, save and except as expressly provided for in this Agreement.

ARTICLE 4 CONDITIONS OF CLOSING

4.1 Conditions in Favour of the Purchaser

The obligations of the Purchaser to complete the purchase of the Purchased Property shall be subject to the following conditions:

- (a) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been complied with or performed in all material respects, including, without limitation, all documents required to be executed or delivered to the Purchaser hereunder shall have been so executed and delivered;

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LEGAL TITLE OWNERSHIP:
UDI VIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

- (b) on Closing, the representations or warranties of the Vendor set out in section 6.1 shall be true and accurate in all material respects with the same effect as if made on and as of the Closing Date;
- (c) on Closing, the Vendor shall be the registered owner of title to the Purchased Property and shall have good and marketable title to the Purchased Property; and
- (d) on Closing the Purchaser shall have been registered on title to the Purchased Property, as owner, with good and marketable title, free and clear from all registered charges, mortgages, and liens, subject only to such other encumbrances as may be registered on title to the Property including, without limitation, municipal agreements, and public utility service easements, cable and telephone easements.

Each of the foregoing conditions is for the exclusive benefit of the Purchaser and if any of the aforesaid conditions shall not be satisfied, fulfilled or complied with in accordance with their terms, the Purchaser may at its option, either:

- (i) rescind this Agreement by written notice delivered to the Vendor on the Closing Date, in which event the Purchaser and the Vendor shall be released, relieved and discharged from all obligations under this Agreement and this Agreement shall be and be deemed to be null and void; or
- (ii) complete the transaction.

Provided that any of the said conditions may be waived in whole or in part by the Purchaser.

4.2 Conditions in Favour of the Vendor

The obligation of the Vendor to complete the transaction contemplated by this Agreement shall be subject to the following conditions:

- (a) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all respects, including delivering to the Vendor the Purchase Price and the Ancillary Documents duly executed by the Purchaser; and

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

- (b) on Closing, the representations or warranties of the Purchaser set out in section 6.2 shall be true and accurate in all material respects.

The conditions precedents set forth in sections 4.2 are for the benefit of the Vendor and may be waived in whole or in part by the Vendor.

ARTICLE 5 CLOSING DOCUMENTS

5.1 Vendor's Closing Documents

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

- (a) a copy of the registered transfer/deed for the Purchased Property showing the transfer of the Purchased Property to the Purchaser (such transfer/deed shall contain the statement of the Vendor and of the Vendor's solicitor pursuant to Sections 50 (22) (a) and (b) of the *Planning Act* (Ontario));
- (b) a legal opinion from a lawyer qualified to practise law in the Province of Ontario that the Purchaser has good and valid title to the Purchased Property; and
- (c) all consents and approvals from or notification to any third party, if required, in connection with the completion of the transaction contemplated by this Agreement.

5.2 Purchaser's Closing Documents

On the Closing Date, the Purchaser shall execute and shall deliver or cause to be delivered to the Vendor or the Vendor's Lawyer the following:

- (a) the Acknowledgement & Direction duly executed by the Purchaser;
- (b) the Ancillary Documents duly executed by the Purchaser;
- (c) the Purchase Price; and
- (d) Payment of the LTT and the HST and such filings and/or documents as may be required to be filed at the time of Closing under the ETA and the LTTA.

5.3 Post Closing Deliveries

The Vendor shall cause to be delivered to the Purchaser one set of originally executed Ancillary Documents as soon as practical, but in no event should exceed ninety (90) Business Days after the Closing Date. If an extension of time for the delivery of the Closing Documents is required by the Vendor, notice shall be given to the Purchaser of the new date for such delivery.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Vendor's Representations

The Vendor hereby represents and warrants to and in favour of the Purchaser that, as of the date of this Agreement and as of the Closing Date:

- (a) the Vendor has the necessary power, authority and capacity to enter into this Agreement;
- (b) the Vendor has good right, full power and absolute authority to enter into this Agreement and to sell, assign and transfer the Purchased Property to the Purchaser and to complete the transaction all in the manner contemplated herein and to perform all of the Vendor's obligations under this Agreement. The Vendor has or will by the Closing Date have taken all necessary or desirable steps, actions and proceedings to approve, authorize, validly and effectively, the entering into, execution, performance and delivery of this Agreement and the sale of the Purchased Property to the Purchaser;

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

- (c) this Agreement is a legal and valid and binding obligation of the Vendor enforceable against it in accordance with its terms subject to bankruptcy, insolvency, moratorium, and other laws affecting the enforcement of creditors' rights generally and the fact that equitable remedies, including specific performance and injunctive relief, may only be granted by in the discretion of a court; and
- (d) the Vendor is not under any obligation, contractual or otherwise to request or obtain the consent of any person and no permits, licences, certifications, authorizations or approvals of or notifications to, any federal, provincial, municipal or local government or governmental agency or authority in Canada are required to be obtained in connection with the transaction as contemplated in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, this section 6.1 shall not merge on, but shall survive, closing for all purposes.

6.2 Purchaser's Representations

The Purchaser represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date:

- (a) the Purchaser is not a resident of Canada;
- (b) the Purchaser shall provide the Vendor with all necessary documents and information that may be required by the Vendor's Lawyer to register the transfer/deed to the Purchased Property in the name of the Purchaser;
- (c) this Agreement and the Ancillary Documents are binding, legal and valid on the Purchaser and enforceable in accordance with their terms subject to bankruptcy, insolvency, moratorium, and other laws affecting the enforcement of creditors' rights generally and the fact that equitable remedies, including specific performance and injunctive relief, may only be granted by in the discretion of a court; and
- (d) the Purchaser has right, full power and absolute authority to enter into this Agreement and the Ancillary Documents and to purchase the Purchased Property and to complete the transaction all in the manner contemplated herein.

Notwithstanding anything to the contrary contained in this Agreement, this section 6.2 shall not merge on, but shall survive, closing for all purposes.

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UDT UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

ARTICLE 7 GENERAL

7.1 Expenses

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

7.2 Notice

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

To the Vendor: **LAKE HURON SHORES A2A DEVELOPMENTS INC.**
c/o 80 Raffles Place #34-20
UOB Plaza 2
Singapore 048624
Facsimile: +65 6820 8360

To the Purchaser: BEE KEOW TEO
At : BLK 411 YISHUN RING ROAD #09-1815
SINGAPORE 2776

Facsimile: NA
Email: bkteo1162@yahoo.com.sg

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

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

shall interfere with normal mail services shall be considered a Business Day. If sent by facsimile or other electronic communication with confirmation of transmission, as aforesaid, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was sent. Accidental or inadvertent omission or failure to give any Notice required or permitted to be given under this Agreement shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

7.3 Assignment

This Agreement shall enure to the benefit of and be binding on the Vendor and the Purchaser and their respective heir, executors, administrators, successors and permitted assigns; provided that the Purchaser shall not be permitted to assign its rights and obligations under this Agreement without the prior written consent of the Vendor which consent may be arbitrarily withheld.

7.4 Future Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

7.5 Severability

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

7.6 Waiver

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

7.7 Time

Time shall be of the essence of this Agreement.

7.8 Dispute Resolution

If any issues, disputes or differences arise or occur regarding the enforcement, interpretation or implementation of this Agreement or any provision thereof then such differences, issues, disputes shall be resolved in mediation by the Singapore Mediation Centre and a Singapore Mediator shall be appointed for this purpose.

In the event that Mediation is not successful, the parties hereto agree to resolve any issues, disputes or differences by Arbitration as follows:

- (a) In accordance with and under the Singapore International Arbitration Centre Rules (SIAC) or any statutory codifications thereof;
- (b) Appoint a Single Arbitrator within 10 days of the submission of names of possible Arbitrators and if not agreed to, then the appointment shall be made by SIAC; and
- (c) An award by the Arbitrator shall be a condition precedent to any right of action arising under this Agreement and all Agreements connected hereto.

7.9 Counterparts

The parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all parties), each of which will be an original and all of which together will constitute one and the same instrument.

7.10 Governing Law

Any questions, claims, disputes, remedies or actions arising from or related to this Agreement, and any relief or remedies sought by any party, shall be governed exclusively by the Laws of the Province of Ontario and the Laws of Canada applicable therein without regard to the rules of conflict of laws applied therein or any other jurisdiction.

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UDJ UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

7.11 Execution By Facsimile

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

7.12 Calculating Time Periods

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

7.13 English version to Prevail

In the event that this Agreement or any of the Ancillary Documents is translated into another language then, notwithstanding anything to the contrary contained in any translated version, the English version shall govern and prevail in all circumstances including, without limitation, in the event of any inconsistency between the English version and a translated version of this Agreement.

Sale ID: 122283
(17)

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UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

LAKE HURON SHORES A2A DEVELOPMENTS INC.

By:

Name:

Title:

CLIFTON FOO
AUTHORIZED SIGNING OFFICER

I/We have authority to Bind the Corporation

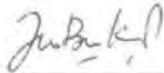
Witness



Name: JOVI ONG LEE CHUEN

Address: 6A FLORA DRIVE
#07-67
SINGAPORE 507027

Purchaser



BEE KEOW TEO

HST Number : 87037 5391 RT0002

INTEREST : 4/870

KW

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

SCHEDULE "A"
LEGAL DESCRIPTION

LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538
GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538
GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1
GODERICH AS IN R194853; SAVE & EXCEPT HWP2187 MUNICIPALITY OF CENTRAL
HURON.

MUNICIPALLY KNOWN AS: 34736 DECHERT ROAD, GODERICH.

APPROXIMATELY 96 ACRES.

KW

Sale ID: 122283
(21)

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

SCHEDULE "B"
ACKNOWLEDGEMENT & DIRECTION

See Attached

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UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

Sale ID: 122283
(23)

SCHEDULE "C"
ANCILLARY DOCUMENTS

- (1) the Deed of Covenant
- (2) the Power of Attorney
- (3) the Affidavit of Execution
- (4) the Revocable Trust Deed

See Attached

KW

LEGAL TITLE OWNERSHIP:
UDI UN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

LAKE HURON SHORES DEED OF COVENANT

This Deed of Covenant made as of the AUGUST 21, 2012 ,between :

1. **LAKE HURON SHORES A2A DEVELOPMENTS INC.**, a corporation incorporated in the Province of Ontario, Canada with its registered office at 250 Ferrand Drive Suite 888, Toronto Ontario M3C 3G8, Canada (the "**Vendor**") who holds registered title to the Property who has divided ownership of the Property into 870 undivided fractional interests in the Property more particularly described in Schedule 1 below for itself and for its successors-in-title, transferees and assigns; and
2. BEE KEOW TEO (IDENTIFICATION NO:S1467042D)
ADDRESS: BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE 2776

(the "**Purchaser**") who has purchased from the Vendor 4/870
undivided fractional interest as tenants-in-common in the property more particularly described in Schedule 1 hereto (the "**Property**").

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

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

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

NOW THE PARTIES for themselves, their heirs, executors, administrators, successors-in-title, transferees and assigns covenant as follows:

Article 1.0 Definitions and Interpretation

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

"**Co-owners**" are owners whether having registered title or only a beneficial interest, from time to time, of the undivided tenant-in-common interest in the Property and for the purpose of clarity only, includes the Vendor so long as the Vendor remains a registered or beneficial owner of any Undivided Fractional Interest in the Property and "Co-owner" means any one of them;

"**Concept Planning Fund**" means the account or accounts to be opened by the Facilitator under Article 3.01(a);

"**CRA**" means the Canadian Revenue Agency;

"**Excise Tax Act**" means the *Excise Tax Act (Canada)*, as amended from time to time, including the regulations made pursuant thereto;

"**Facilitator**" means any person or entity, corporate or un-incorporate, who is appointed from time to time under Article 2.02 by the Co-owners to be their facilitator pursuant to this Deed;

"**General Meeting**" means a meeting of Co-owners called in accordance with this Deed;

"**HST**" means Harmonized Sales Tax under the *Excise Tax Act, Canada*;

"**Income Tax Act**" means the *Income Tax Act, R.S.C. 1985, c.1 (5th Supp.)*, as amended from time to time, including the regulations made pursuant thereto;

"**Land Transfer Tax Act**" means the *Land Transfer Tax Act, R.S.O. c.L.6*, as amended;

"**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

"**Net Income**" shall have the meaning attributed thereto in article 3.0(j);

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

"Planning Activities" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or other actions taken or made in respect of or in furtherance of the rezoning or other land use matters related to the Property;

"Property" means the real property legally described on Schedule 1 annexed hereto;

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

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

"Undivided Fractional Interest" or **"UDI"** or **"Interest"** means an undivided fractional interest, as tenants-in-common, in the Property and each UDI comprises a 1/870 fractional interest in the Property;

1.02 In the interpretation of this Deed, unless the context otherwise requires:

- (a) the division of this Deed into Articles, paragraphs, subparagraphs, schedules and appendices and the insertion of headings are provided for convenience only and do not form a part of this Deed nor are they intended to interpret, define or limit the scope, extent or intent of this Deed or any provision hereof;
- (b) all references to decisions, directions, instructions or approvals of the Co-owners refer to such decisions made or directions, instructions or approvals given by Co-owners by Ordinary or Special resolutions;
- (c) all references to currency herein are references to lawful money of Canada;
- (d) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made-pursuant thereto;
- (e) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;
- (f) words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa; and

- (g) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case requires and the verb shall be construed as agreeing with required word and pronoun.

Article 2.0 Organization

- 2.01 The Co-owners shall manage the Property and the Facilitator shall carry out the instructions and directions of the Co-owners made in accordance with this Deed. In carrying out the instructions of Co-owners, the Facilitator, as may be appointed or changed by the Co-owners from time to time in the manner provided herein, shall have the power and authority to administer the Property as attorney and agent of the Co-owners.
- 2.02 The first Facilitator shall be the Vendor. The Co-owners may by Ordinary Resolution from time to time appoint another to be the Facilitator.
- 2.03 The Facilitator shall:
- (a) ensure that every person who is to become or becomes a registered title holder or owner of a beneficial interest of an UDI shall be bound by the covenants contained herein;
 - (b) take steps to convene the first general meeting of the Co-owners as soon as feasible following the sale of the 826th UDI in the Property by the Vendor;
 - (c) Implement the decisions and instructions of the Co-owners.

Article 3.0 Specific Powers of the Facilitator

- 3.01 Subject to specific other contrary directions and instructions of the Co-owners passed by Ordinary Resolution, the Co-owners hereby acknowledge and agree that the Facilitator is authorized at all times for and on behalf of the Co-owners:
- (a) To maintain and operate one or more bank accounts opened with a Canadian chartered bank in the name of the Facilitator. The Facilitator shall deposit therein, the Vendor's contribution of 5.0% of the sales proceeds derived from the sale of UDIs and all rentals and other income that may be earned from the Property (the "**Concept Planning Fund**").

All expenses properly relating to the Property including, without limitation, cost of any Planning Activities, shall be paid by the Facilitator from the monies in such account to the extent of funds available therein.

- (b) To execute, deliver and carry out all agreements which require implementation, delivery or execution by or on behalf of the Co-owners in connection with the Property, including without limitation, development agreements, site plan agreements, easements and rights of way.
- (c) To enter into a lease and/or tenancy arrangement in respect of the Property and to collect all rentals and other income therefrom, provided that nothing herein shall constitute a guarantee by the Facilitator of the payment of any rent by tenants.
- (d) To pay at the cost of the Co-owners all realty taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund to the extent therein available, provided that nothing therein shall be construed as a guarantee by the Facilitator of the sufficiency of funds to cover all such expenses.
- (e) To commence or to defend on behalf of the Co-owners at the cost and expense of the Co-owners, or itself or former Facilitator any and all actions and other proceedings pertaining to the Property or to the Co-owners.
- (f) To determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-owners from all usual perils of the type covered in respect of comparable properties.
- (g) To employ and pay and discharge on behalf of the Co-owners and at the cost of the Co-owners, all servants, employees or contractors necessary to be employed in the management and operation of the Property and the Planning Activities.
- (h) To contract on behalf of the Co-owners and at the cost of the Co-owners for water, gas, electricity and other services and commodities necessary for the operation and maintenance of the Property.
- (i) To distribute proportionately amongst the Co-owners according to their respective share the net proceeds arising from a sale by the Co-owners of the Property, after payment of all expenses.
- (j) To distribute the Net Income from the ownership, operation, use, and/or sale of the Property (if any) to each Co-owner, proportionate to his respective UDI. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-owners from the ownership, operation, use, leasing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including, without limitation:

- (i) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the UDIs, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;
- (ii) all costs and expenses of any sale;
- (iii) all development and re-zoning costs and expenses;
- (iv) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;
- (v) lighting, electricity and public utilities costs and expenses;
- (vi) professional fees reasonably attributed to the Property, its operation, use, sale, re-zoning and/or development;
- (vii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-owners on account of capital or distribution of Net Income; and
- (viii) reserves in such amount as deemed appropriate by the Facilitator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, sale and/or development of a like property.

Article 4.0 Covenants of the Co-owners

4.01 The Co-owners covenant with each other as follows:

- (a) That each Co-owner shall have a proportionate beneficial interest in all gross cash receipts derived from the Property to the extent of each Co-owner's UDI;
- (b) To be responsible for his proportionate interest of the expenses and charges incurred in connection with the Property, in each case proportionate to his respective UDI and when called upon to contribute a fair and rateable proportion of the costs of maintaining the Property;

- (c) To waive all individual rights of possession, use, occupation and rights of access to the Property and any part thereof and to exercise such rights collectively only; in order to facilitate the future re-zoning and ultimate development of the Property for the benefit of all Co-owners collectively;
- (d) To comply with the *Planning Act (Ontario)*, as amended from time to time; and
- (e) To require every person to whom he may hereafter transfer his UDI to covenant to observe this Deed of Covenant.

Article 5.0 Loans from Facilitator

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

Article 6.0 Authority of the Facilitator

- 6.01 No person dealing with the Facilitator will be required to enquire into the authority of the Facilitator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-owners.
- 6.02 The Facilitator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of such Co-owner to the CRA, as may be required by law.

Article 7.0 General Meetings

- 7.01 The first General Meeting of Co-owners shall be held as soon as feasible upon the sale by the Vendor of the 826th UDI and thereafter general meetings of Co-owners shall be held as often as is necessary when decisions or instructions are required from Co-owners for management of the Property or when Co-owners representing 15% or more of the total UDIs requisition for a meeting.

- 7.02 The Facilitator may by written notice substantially in the form annexed hereto as Schedule 2 (the "**Notice Requisitioning an Ordinary Resolution**") call for a general meeting of the Co-owners and any Co-owner or Co-owners together holding an aggregate interest of 15% or more in the Property may by written notice to the Facilitator requisition a general meeting using the form annexed hereto in Schedule 2. The forms in Schedule 2 are for the convenience of Co-owners and the Facilitator only. If the Facilitator fails to call a general meeting upon requisition by Co-owners to do so, then in such event, a Co-owner or Co-owners together holding an aggregate interest of 15% or more in the Property may deliver to the other Co-owners written notice of general meeting, stating therein the time and venue for the meeting which shall be in Ontario, Canada.
- 7.03 The Facilitator shall provide all Co-owners 14 days written notice of the first General Meeting and such notice include in the agenda:
- (i) a resolution for the confirmation of appointment of the Facilitator;
 - (ii) recommended decisions and instructions as may be appropriate for the leasing, rental and/or re-zoning of the Property and/or undertaking Planning Activities; and
 - (iii) recommendation for the appointment or confirmation of appointment of professional advisers and consultants for the management of the Property and to carry out Planning Activities.
- 7.04 Not less than 14 days written notice shall be given for all general meetings and each notice shall be accompanied by an agenda setting out the matters to be placed before the Co-owners and the resolutions for their consideration and if thought fit, approval. Each agenda shall be accompanied by supporting materials, if any, sufficiently detailed to inform Co-owners of the matters to be considered at the meeting. Any notice which does not comply with this Article shall be void.
- 7.05 The venue of all general meetings including the first General Meeting shall be in Ontario, Canada to be determined by the Facilitator save and except for a meeting called by one or more Co-owners under Article 7.02 upon the failure of the Facilitator to comply with a requisition for a meeting.
- 7.06 Upon receipt of a Notice of a General Meeting, any two Co-owners may, with one proposing and the other seconding, put forth additional or alternative resolutions for the consideration and if thought fit, approval of other Co-owners together with supporting materials. Any such proposal shall reach the Facilitator not less than 7 days before the date of meeting and the Facilitator shall forthwith put such resolutions to the Co-owners for consideration.

- 7.07 Notices of meeting, agenda and other materials and minutes of meeting shall be sent by the Facilitator to Co-owners by electronic transmission.
- 7.08 Co-owners shall have one vote for each UDI and may attend a meeting in person, by corporate representative if a corporation or by proxy. Co-owners may appoint the Facilitator as proxy and direct the Facilitator how to vote and the Facilitator shall act according to such directions.
- 7.09 The Facilitator shall chair, and if the Facilitator is a corporation, a director of the Facilitator shall chair the meeting unless the Co-owners by Ordinary Resolution appoint one of their numbers to chair the meeting.
- 7.10 All resolutions except where a Special Resolution is expressly required hereunder shall be passed by Ordinary Resolution. Matters not referred to in the agenda of a general meeting shall not be voted on at that meeting. Any resolution passed by Ordinary Resolution, except where a Special Resolution is expressly required hereunder, shall be binding on all Co-owners, their respective heirs, executors, administrators, successors-in-title, assigns and transferees, whether or not any such Co-owner was present in person or by proxy or voted against any such resolution.
- 7.11 The Facilitator shall, and failing the Facilitator, the Co-owners shall appoint a Secretary to keep complete and accurate minutes of all meetings of Co-owners and the minutes of meetings shall be signed by the Chairman of the meeting and be prima facie evidence of the facts stated therein.
- 7.12 The minutes of each meeting shall be sent to each Co-owner within 30 days after the meeting. Any failure to send the minutes of a meeting shall not affect the validity of any decisions made at the meeting.

Article 8.0 Matters Exercisable Only By Ordinary Resolution

- 8.01 Notwithstanding anything to the contrary contained in this Deed, the following shall always require a decision of the Co-owners by way of Ordinary Resolution:
 - (a) approving a proposal or plan to re-zone, develop and/or build structures on the Property;
 - (b) subject to Article 13 consenting to the amendment of this Deed, provided that, no amendment to this Deed shall impose or increase any financial or other obligations upon any of the Facilitator, or in any way adversely affect the Facilitator, without the prior written approval of the Facilitator and which approval may be denied without the Facilitator having to give any reasons therefor;

- (c) appointment and confirmation of a firm of chartered accountants qualified to practice in Canada to prepare the financial statements for the Property and any activities carried on with respect to the Property; and
- (d) any matter relating to management of and dealings in the Property.

Article 9.0 Matters Exercisable Only By Special Resolution

9.01 Notwithstanding anything to the contrary contained in this Deed, the following shall always require a decision of the Co-owners by the way of Special Resolution:

- (a) Approving the sale or exchange of all or any part of the Property not being the sale of a UDI by the Vendor or other Co-owners; provided that, no such sale by such Co-owners shall include an interest in the Property of any other Co-owner. For greater certainty nothing in this Deed shall prohibit the Vendor or other Co-owner from selling an UDI of which he is the registered owner and under conditions that the assignee or transferee shall be bound by this Deed;
- (b) Approving or ratifying the making of a loan or advance by the Facilitator under Article 5.0;
- (c) Amendments under Article 13 below.

Article 10.0 Change of Facilitator

10.01 The Co-owners may by Ordinary Resolution terminate and remove the Facilitator (in its capacity as Facilitator and not as a Co-owner) and appoint a new Facilitator in its place and stead. Such new Facilitator shall be bound by all of the terms of this Deed and shall by a deed of adherence confirm that it is bound under this Deed as if it was an original signatory thereto. Upon termination, the Facilitator terminated shall forthwith upon request of the person designated in the resolution as the replacement Facilitator (the "**Designated Person**") do the following:

- (a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the register of Co-owners;
- (b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;
- (c) deliver the bank account or accounts containing the Concept Planning Fund to the control of the Designated Person;

- (d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Co-owners from any liability, provided that:
 - (i) the release by the Facilitator shall not release the Co-owners from their obligation to continue to indemnify the Facilitator pursuant to Article 17 hereof; and (ii) the Facilitator receives a release in form and content satisfactory to the Facilitator, acting reasonably, executed by the Designated Person, authorised to so do on the Co-owners behalf by resolution in general meeting releasing the Facilitator from any liability with respect to the Property and the Co-owners which resolution shall expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-owners;
- (e) do all things necessary and execute all necessary documents and otherwise co-operate and assist to carrying out and giving effect to each of the actions set out above.

Article 11.0 Transfers of Interest

- 11.01 No Co-owner shall sell, transfer, mortgage or otherwise encumber or dispose of his UDI in the Property, except in accordance with the provisions of this Agreement. The Facilitator shall record the names and address of the Co-owners, the UDIs held by each Co-owner and each UDI's private unique identification number and particulars of transfers of Interests.
- 11.02 UDIs may be assigned and transferred by a Co-owner or his agent duly authorized in writing if the following conditions are satisfied:
 - (a) the transferor and transferee have delivered to the Facilitator in the case of a co-owner with registered title, a copy of an executed assignment and a copy of an executed acknowledgement and direction authorizing registration of the transfer/deed of title to the transferee or in the case of the transfer of a beneficial interest a copy of an executed transfer of beneficial interest;
 - (b) the transferee has agreed in writing in such form as may be acceptable to the Facilitator, to be bound by the terms of this Deed, to assume the obligations of the transferring Co-owner under this Deed in respect of the UDI being assigned and transferred to him and have signed all instruments ancillary to this Deed;
 - (c) the transferee delivers, or causes to be delivered to the Facilitator the form of Acknowledgement and Direction provided by the Facilitator, duly executed by the transferor and transferee authorizing the Ontario lawyers named therein to transfer title to the UDI being assigned and transferred, together with two picture identifications of each of the transferee and transferor duly notarized acceptable to such lawyer and in the case of the transferee of a beneficial interest, the transferee will

not be required to deliver or cause to be delivered the aforesaid form of Acknowledgement and Direction;

- (d) the transferee pays such costs, expenses and disbursements, including legal fees as are reasonably incurred by the Facilitator by reason of the assignment and transfer and registration of the transferee as registered owner;
- (e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes any and all necessary filings and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;
- (f) the transferring Co-owner shall either provide the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-owner is then a "**non-resident**" of Canada within the meaning of the *Income Tax Act (Canada)* or provide the transferee with a certificate pursuant to *subsection 116(2) of the Income Tax Act (Canada)* with a certificate limit in an amount not less than the purchase price for the Undivided Interest being assigned and transferred; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under *section 116 of the Income Tax Act (Canada)* and to deduct such payment from the purchase price for the UDI being assigned and transferred;

11.03 When a transferee of an Interest is entitled to become a Co-owner pursuant to the provisions hereof, the Facilitator will:

- (a) if the transferee is registered on title, cause to be registered with the relevant land registry a transfer of title to the UDI being transferred and provide a copy of the abstract of title showing such registration to the transferee;
- (b) record the transferee as Co-owner.

Article 12.0 Books and Records

12.01 The Facilitator will keep or cause to be kept and maintained on behalf of the Co-owners at the Facilitator's principal place of business in Ontario:

- (a) full and accurate books of account and records reflecting the receipts and expenditures relating to the Property; and
- (b) a register of Co-owners.

12.02 The register of Co-owners shall record:

- (a) The names of Co-owners being the registered title holders, from time to time, of the Property;
- (b) The private unique identification number(s) of the UDI(s) held by a Co-owner;

- (c) Country of residence of each Co-owner;
- (d) Address, telephone number, facsimile number and email address of each Co-owner.

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

13.0 Amendments

13.01 This Deed may be amended in writing on the initiative of the Facilitator and by Special Resolution of the Co-owners Provided That such amendment is solely for the purpose of:

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

14.0 Development of the Property

14.01 Any credible proposal to develop the Property received by the Facilitator from a developer (which developer may include the Vendor) which the Facilitator is of the reasonable opinion to be on normal commercial terms shall be presented to the Co-owners. If the Co-owners shall approve of such development proposal then the Facilitator shall be irrevocably entitled to proceed with such proposal, which shall form the basis of a development plan which shall be drawn up with the assistance of the Facilitator, subject to all such amendments as may generally be required to be made thereto, in the discretion of the Facilitator.

15.0 Sale of the Property

15.01 An offer (the "**Offer**") to purchase the Property received by the Facilitator, which the Facilitator deems credible and on normal commercial terms, shall be presented to the Co-owners for decision. If such offer to purchase is accepted by the Co-owners by Special Resolution, then such Resolution shall authorise and be deemed to have authorized the Facilitator to accept the Offer as agent of the Co-owners which acceptance shall be binding upon all of the Co-owners.

- 15.02 The Co-owners covenant that the Facilitator shall have the right to purchase, exercisable by notice in writing to the Co-owners, within 14 days after the Co-owners have passed a Resolution to accept the Offer, to purchase the Property on the same terms and conditions as the Offer. If the Facilitator fails to give such notice within 14 days then the Facilitator shall accept the Offer and complete the transaction in accordance therewith on behalf of the Co-owners.

16.0 HST and LTT

- 16.01 Each of the Co-owners hereby authorizes the Facilitator to make any and all filings and /or remittances relating to HST from funds provided by the Co-owner arising out of the purchase by each Co-owner from the Vendor of his respective UDI in the Property, as well as HST arising out of the management and operation of the Property. In executing the Purchase Agreement, each Co-owner has authorized the Vendor, on its behalf, to make a file, an election or elections jointly with the Vendor under subsection 273(1) of the *Excise Tax Act*.

For purposes of greater certainty, each of the Co-owners hereby authorizes the Facilitator to carry out any HST reporting or filing obligations that are required or available to the Co-owners in respect of their Interests. Such authority shall include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*.

- 16.02 Each of the Co-owners hereby authorizes the Facilitator to make any and all filings and/or remittances, from funds provided by the Co-owner, relating to LTT arising out of the purchase by each Co-owner from the Vendor of his respective Interest in the Property. For purposes of greater certainty, each of the Co-owners hereby authorizes the Facilitator on behalf of the Co-owner and with the Co-owner's funds to make any and all remittances and filings within the time period required therefor under the provisions of the *Land Transfer Tax Act* relating to LTT pursuant to the *Land Transfer Tax Act* required to be made by the Co-owner arising from the acquisition and/or ownership of the Interest.

Article 17.0 Indemnification

- 17.01 Each of the Co-owners agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Facilitator from and against any and all demands, claims, actions, causes of action, losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Facilitator or by any one or more attorneys appointed by it or them under the power to substitute pursuant to a Power of Attorney granted to the Facilitator or by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Facilitator on behalf of the Co-owners or in furtherance of the interest of the Co-owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and

were not performed or omitted fraudulently or as a result of wilful misconduct or the gross negligence of the Facilitator.

Article 18.0 Becoming a Co-owner

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

Article 19.0 Competing Interests

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

Article 20.0 Notices

- 20.01 Any notice, communication or payment required or permitted to be given to the Co-owners or anyone of them or the Facilitator shall be in writing and may be given by personal delivery or sent by courier service (delivery charges prepaid) or by mailing to same to be addressed as follows:
- (a) To the Facilitator at its respective mailing address;
 - (b) To each Co-owner at his last address shown on the records maintained by the Facilitator or transmitted by fax or electronically as a PDF file to the fax number or email address provided by the Facilitator or a Co-owner.

Any notice, communication or payment delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery or, if mailed as aforesaid, shall be deemed to have been given to the addressee on fifth (5th) business day following the date of deposit thereof in the mail service, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a business day. Accidental or inadvertent omission or failure to give any notice, communication or payment required or permitted to be given to any Co-owner shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

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

Article 21.0 Further Acts

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

Article 22.0 Binding Effect

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

Article 23.0 Severability

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

Article 24.0 Counterparts

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

Article 25.0 Reference Date

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

Article 26.0 Time

26.01 Time shall be of the essence hereof.

Article 27.0 Governing Law

27.01 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

Article 28.0 No Intention to Create a Partnership

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

Article 29.0 Termination

29.01 This Deed shall remain in full force and effect until the title to the Property is transferred to one registered owner (the "**Sole Owner**") and thereafter shall continue to be binding on those Co-owners who transferred their title to the Sole Owner until all monies (including the balance of the Concept Planning Fund, if any and sales proceeds) are distributed by the Facilitator proportionately to the Co-owners.

Article 30.0 Entire Agreement

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


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KW

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written

Co-owner / Facilitator:

LAKE HURON SHORES A2A DEVELOPMENTS INC.

Per: 
Authorized Signing Officer

I have authority to bind the Corporation.

Date: 18 September 2012

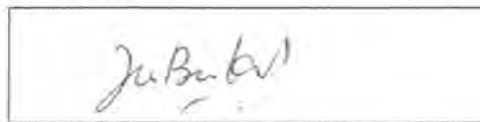
Witness:



Name JOY LONG LEE CHUEN

Date: AUGUST 21, 2012

Co-owner:



BEE KEOW TEO

Interest: 4/870

Date: AUGUST 21, 2012

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SCHEDULE "1"

LEGAL DESCRIPTION OF THE PROPERTY

LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538
GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538
GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON
1 GODERICH AS IN R194853; SAVE & EXCEPT HWP2187 MUNICIPALITY OF
CENTRAL HURON.

MUNICIPALLY KNOWN AS: 34736 DECHERT ROAD, GODERICH.

APPROXIMATELY 96 ACRES.

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SCHEDULE "2"

NOTICE OF REQUISITION OF GENERAL MEETING

By Co-owners

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

Dated the ____ day of _____,

Signed:

Name :

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

By Facilitator

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

Dated the ____ day of _____,

Signed:

for and on behalf of the Facilitator

Name:

Title:

I have authority to bind the Corporation.

KW

AFFIDAVIT OF EXECUTION

Witness: JOVI ONG LEE CHUEN

Place of Residence
of Witness: 6A FLORA DRIVE
#07-67
SINGAPORE 507027

Person who Executed
the Instrument: BEE KEOW TEO

Address of Person who
executed Instrument: BLK 411 YISHUN RING ROAD #09-1815
SINGAPORE 2776

Place of Execution: Singapore

Date of Execution: AUGUST 21, 2012

I, JOVI ONG LEE CHUEN
residing at 6A FLORA DRIVE
#07-67
SINGAPORE 507027
the place of residence specified above, do hereby certify:

1. That the person who executed the attached instrument personally appeared before me;
2. That the person's identity has been provided to my satisfaction and copies of the identification with picture of the person are attached hereto;
3. That the person executed the attached instrument voluntarily at the place and on the date specified above;
4. That the person acknowledged that he or she is of the age of majority; and
5. That I have signed the attached document next to the signature of the person for whom this Affidavit of Execution has been prepared, with my name printed legibly underneath my signature.

SIGNED before me at

this 21 day of August, 2012.

ANNJANETTE SIM

(3rd Witness Name and Signature)

KW

POWER OF ATTORNEY

I, BEE KEOW TEO

of BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE 2776

HEREBY APPOINT **LAKE HURON SHORES A2A DEVELOPMENTS INC.** a company incorporated in the Province of Ontario, Canada with its registered office at 250 Ferrand Drive Suite 888, Toronto Ontario M3C 3G8, Canada or any duly authorized representative of the said **LAKE HURON SHORES A2A DEVELOPMENTS INC.** as may be appointed and authorized by its Board of Directors as my attorney for my interest in the Property described in the Schedule hereto ("UDI") in accordance with the *Powers of Attorney Act, Ontario* and to do on my behalf anything that I can lawfully do by an attorney and with authority to act for me and in my name, place and stead, on my behalf to convey, sell, transfer, assign, lease, or to otherwise deal in any way whatsoever with my interest in the Property or any part thereof and without limiting the generality of the foregoing to perform any or all of the following acts and things, to wit:

- i. Execute and deliver such instruments and documents in my name as co-owner of the Property, as the Attorney may deem necessary;
- ii. Execute, swear to, acknowledge, deliver, file and/or remit such Land Transfer Tax and all other returns and payments, remittances in connection with my acquisition of the UDI;
- iii. Execute, acknowledge, deliver and file and/or remit to the Canada Revenue Agency, all necessary documents, instruments, declarations, certificates and other documents relating to Harmonized Sales Tax and other such taxes thereof and to execute, deliver and file such non-personal income tax returns;
- iv. To receive from all persons all moneys at any time due in any way in connection with the UDI and to give good and valid discharge therefor;
- v. To insure the UDI and the Property against any type of risk and to surrender any policy;
- vi. To institute and defend any action, to examine and settle, adjust, compound all actions and accounts, demands and disputes whatsoever in connection with the Property;

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

- vii. To grant, vary the terms of, accept, surrender and/or determine leases, tenancies and licenses;
- viii. To take possession of the same and to take every manner of steps for the eviction of persons therefrom;
- ix. To convey, transfer, assign and dispose of my interest in the Property or any part thereof in accordance with the terms and conditions in the Deed of Covenant and to negotiate, execute and deliver any and all documents with respect to or required to give effect to the conveyance, sale or transfer or assignment of my UDI as tenant in common in the Property or any part thereof or my interest in the Property or any part thereof and to enter and sign such agreements, acknowledgements, directions, Sale and Purchase Agreement, Option to Sell, Deed of Assignments, Transfer Document or any document required to be provided by or in any of the foregoing, and take all steps and do all that may be necessary to complete the transaction contemplated therein;
- x. Execute, deliver, convey, enter into agreements, documents and other instruments pertaining to the zoning, rezoning, severance, development, re-development of the Property or any part thereof and to release any and all possessory and proprietary rights as to the Property or any part thereof as may be deemed necessary;
- xi. Negotiate, execute all documents and submit planning applications to appropriate authorities and making any appeals or attending to all such related matters arising, so as to facilitate the concept planning activities to fruition and pre-development status;
- xii. To grant such easements, rights of way, restrictions, in, on, over, under or in regards to the Property or any part thereof as may be deemed appropriate by my attorney;
- xiii. To sell or otherwise transfer the UDI, upon approval for Re-Sale, including the execution of any documents to effect such Re-Sale or transfer of the UDI.

I agree that any third party who receives a copy of this document may act under it. Revocation of this Power of Attorney is not effective as to a third party until the instrument of revocation is filed on record in Ontario if required and the third party receives actual notice of revocation. I agree to indemnify the third party for any claims that may arise against the third party by reason of reliance on this Power of Attorney.

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

I, as the owner of the UDI, hereby confirm that this Power of Attorney granted herein shall, to the extent permitted by the laws applicable in Ontario, survive my death, incapacity, disability or any assignment made hereof and shall to the extent of the obligations granted hereunder bind all my/our heirs, successors and assigns.

In accordance with the *Powers of Attorney Act*, Ontario, I declare that this is a continuing power of attorney and may be exercised during any subsequent legal incapacity on my part.

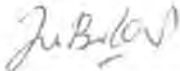
In making this continuing power of attorney, I am aware that my attorney will be able to do on my behalf anything in respect of Property that I could do, that the value of my property administered by my attorney may decline unless my attorney manages it prudently.

I shall grant to the Attorney full powers and authority to substitute and appoint, from time to time, an Attorney or Attorneys under it, with equal or more limited powers and Authority, as the Donee may deem fit, and to appoint, remove or substitute at its pleasure.

I shall allow, ratify and confirm whatsoever the said Attorney or Attorneys and its substitutes shall do or cause to be done in relation to the UDI and any matters therein performed or made and to indemnify and save harmless the Attorney against all cost, claims, expenses and reasonable solicitors costs that may be incurred by my Attorney in connection with carrying out the powers and authority herein granted.

I have signed this power of attorney in the presence of both of the witnesses whose names appear below.

I HAVE SIGNED THIS POWER OF ATTORNEY ON the 21 day of AUGUST, 2012



BEE KEOW TEO

KW

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KW

LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

We the undersigned are the witnesses to this Power of Attorney. We have signed this Power of Attorney in the presence of the person whose name appears above, and in the presence of each other, on the date shown above. Neither one of us is the attorney, a spouse or partner of the attorney, a child of the grantor or person whom the grantor has demonstrated a settled intention to treat as a child of the grantor, a person whose property is under guardianship or who has a guardian of the person, or less than eighteen years old. Neither one of us has any reason to believe that the grantor is incapable of giving a Power of Attorney.



Normal Form of Signature

JOVI ONG LEE CHUEN

Printed form of signature

6A FLORA DRIVE
#07-67
SINGAPORE 507027

Address

Director

Occupation



Normal Form of Signature

ITHNIN B MULJADI

Printed form of signature

Blok 301 #06-13
Bukit Batok St 31
S(650301)

Address

Admin

Occupation

KW

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LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

Sale ID: 122283
(57)

**The Schedule
Legal Description of Property**

LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538
GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538
GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1
GODERICH AS IN R194853; SAVE & EXCEPT HWP2187 MUNICIPALITY OF CENTRAL
HURON.

MUNICIPALLY KNOWN AS: 34736 DECHERT ROAD, GODERICH

APPROXIMATELY 96 ACRES.

KW

AFFIDAVIT OF EXECUTION

Witness: JOVI ONG LEE CHUEN

Place of Residence
of Witness: 6A FLORA DRIVE
#07-67
SINGAPORE 507027

Person who Executed
the Instrument: BEE KEOW TEO

Address of Person who
executed Instrument: BLK 411 YISHUN RING ROAD #09-1815
SINGAPORE 2776

Place of Execution: Singapore

Date of Execution: AUGUST 21, 2012

I, JOVI ONG LEE CHUEN
residing at 6A FLORA DRIVE
#07-67
SINGAPORE 507027

the place of residence specified above, do hereby certify:

1. That the person who executed the attached instrument personally appeared before me;
2. That the person's identity has been provided to my satisfaction and copies of the identification with picture of the person are attached hereto;
3. That the person executed the attached instrument voluntarily at the place and on the date specified above;
4. That the person acknowledged that he or she is of the age of majority; and
5. That I have signed the attached document next to the signature of the person for whom this Affidavit of Execution has been prepared, with my name printed legibly underneath my signature.

SIGNED before me at

this 21 day of August, 2012.

ANNJANETTE SIM

(3rd Witness Name and Signature)

KW

WITNESS CONFIRMATION

To Whom It May Concern

1. I, the undersigned, hereby confirm that I was present and witnessed the signature by
BEE KEOW TEO
(name of purchaser)
and by the witnesses named in the document attached each of whom were present at the time of the signature of the document.
2. I further confirm that I verified the identity of the person who signed the document and of each of the witnesses.
3. I have attached to this letter, copies of the identification that I verified. I also have attached a copy of my identification. I confirm that I am more than 18 years of age and that I have not provided this letter for any improper purpose.

Signature:

(3rd Witness)

Name:

ANNJANETTE SIM

ID No:

(3rd Witness)

87311344E

Date:

21 AUGUST 2012

KW

ACKNOWLEDGMENT AND DIRECTION

TO: William Friedman.

AND TO: Friedman & Associates
Barristers & Solicitors

RE: Name of the customer: BEE KEOW TEO
Identification No: S1467042D
Address: BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE 2776

(the "Purchaser") purchase from LAKE HURON SHORES A2A Developments Inc. (the "Vendor") of 4/870 undivided fractional interest(s) in the property legally described as LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538 GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538 GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1 GODERICH AS IN R194853; SAVE & EXCEPT HWP2187 MUNICIPALITY OF CENTRAL HURON.
MUNICIPALLY KNOWN AS: 34736 DECHERT ROAD, GODERICH. (the "Property")

This will confirm that:

- I have reviewed the information set out in the transfer and application for registration of Deed of Covenant and the Power of Attorney (collectively the "Documents"), both in preparation and attached. I confirm that the information contained in the Documents are accurate. I understand that I am purchasing the undivided fractional interest(s) referenced above in the Property and such undivided fractional interest(s) is to be registered in the manner set out below.
- You, your agents or employees are authorized and directed to sign, deliver, and/or register electronically, on my behalf the Documents as well as any other documents required to complete the transaction described above.
- You, your agents or employees are authorized to insert, complete or amend any omitted or incorrect dates, amounts and/or other information or data in or to the Documents in order to complete the transaction described above.
- I understand the effect of the Documents.
- I am in fact the party named in the Documents and I have not misrepresented my identity to you. I have attached a true copy of 2 pieces of identification. I am the person identified therein. All information, including name, and address contained in such identification is true and correct.
- A copy of this Acknowledgment and Direction may be executed and delivered by fax and shall have the same legally binding effect as if it were an original.

KW

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I hereby authorize and direct you to endorse the transfer as follows:

Name

BEE KEOW TEO

Birthdate

15/03/1961

and for so doing this shall be your good and sufficient authority.

This Acknowledgment and Direction may be released by you to Her Majesty the Queen in Right of Ontario as represented by the Director of Land Registration (the "Director") upon request of the Director in the event of any investigation regarding suspected fraudulent or unlawful activity or registration.

As to the signature of dated this AUGUST 21, 2012



WITNESS

Name:

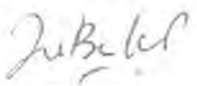
Address:

JOVI ONG LEE CHUEN

6A FLORA DRIVE

#07-67

SINGAPORE 507027



NAME OF PURCHASER

BEE KEOW TEO

KW

LAKE HURON SHORES

REVOCABLE TRUST DEED

.....
BEE KEOW TEO

THIS SETTLEMENT (the "**Deed**") is made on 21 day of AUGUST, 2012 by

BEE KEOW TEO

IDENTIFICATION NO S1467042D

of BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE 2776

(the "**Settlor**" and the "**Trustee**").

RECITALS

The Settlor has entered into a sale and purchase agreement (the "**SPA**") to purchase from **LAKE HURON SHORES A2A DEVELOPMENTS INC.** 4/870 undivided tenant-in-common interest (the "**Undivided Fractional Interest**") in the parcel of land more particularly described in the First Schedule.

The Settlor desiring to make a Settlement hereby declares that the benefits of the SPA and the Undivided Fractional Interest to be transferred to the Trustee upon closing shall be held in trust for the benefit of the trust established by this Deed (the "**Trust**") to be known as the

BEE KEOW TEO

LAKE HURON Revocable Trust.

NOW THIS DEED WITNESSES as follows:

Clause 1.0 Definitions And Interpretation

1.01 In this Deed the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"**Non-Canadian**" means a person who is not a resident of Canada.

"Proper Law" means the law to the exclusive jurisdiction of which the rights of all parties and the construction and effect of each and every provision of hereof are subject and by which such rights and construction are construed and regulated.

"Property" means the parcel of land more particularly described in the First Schedule;

"SPA" means the sale and purchase agreement entered into between the Settlor and **LAKE HURON SHORES A2A DEVELOPMENTS INC.** of even date for the purchase of the Undivided Interest in the Property;

"SPA and Collateral Documents" have the meaning subscribed to the phrase in clause 3.04(a);

"Successor Trust" means each trust established under this Deed with a beneficiary who is not the Settlor;

"Trust" means a trust established under this Deed;

"Undivided Fractional Interest" means the 1/870 undivided tenant-in-common interest in the Property purchased under the SPA;

"Vendor" means **LAKE HURON SHORES A2A DEVELOPMENTS INC.** the Vendor of the Undivided Interest;

1.02 In the interpretation of this Deed except where the context otherwise requires, words in the singular shall include words in the plural and words in the plural shall include the singular;

Words importing the masculine gender shall include female and neuter genders. The headings and sub-headings to this Deed are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions.

Clause 2.0 Proper Law

2.01 This Trust is established under the laws of the Province of Ontario, Canada and subject to any change in the Proper Law.

Clause 3.0 Declaration of Revocable Trust

3.01 The Settlor hereby transfers to the Trustee the benefits of the SPA and the Undivided Interest when legal title is issued.

3.02 This Settlement is revocable during the lifetime of the Settlor. The Settlor may by instrument in writing signed sealed and delivered to the Trustee revoke this Trust in whole or in part and/or amend this Settlement.

3.03 Additionally the Settlor may amend the persons named who would become beneficiary of a Successor Trust established upon the demise of the Settlor by signing, sealing and delivering to the Trustee the form contained in the Second Schedule or any instrument substantially in that form and intent ("Beneficiary Naming Form"). If the Settlor delivers more than one written Beneficiary Naming Form to the Trustee, the Beneficiary Naming Form with the latest date will be the most recent to this Deed.

3.04 The Settlor further declares that:

(a) this Trust and each Successor Trust established in accordance with clause 5.0 shall be bound by the SPA, the Deed of Covenant as well as the collateral agreements, instruments and documents referenced in that SPA (the "SPA and collateral documents");

(b) this Trust and any trust established in accordance with the provisions of this Deed assume all of Settlor's obligations under the SPA and collateral documents; and

(c) the Trustee agrees to execute a counterpart of the SPA and collateral documents as well as other documents as the Vendor may in its discretion require to ensure that this Trust (including the Successor Trust) shall be bound under the SPA.

Clause 4.0 During Settlor's Life

4.01 Prior to sale of the Undivided Fractional Interest, during the Settlor's lifetime, the Trustee shall pay all of the income of the Trust to the Settlor or as the Settlor may direct.

4.02 Upon the sale of the Property, of which the Undivided Fractional Interest comprise part, the Trust shall be terminated and the Trustee shall distribute the proceeds of sale arising from the portion comprised in the Undivided Fractional Interest to the Settlor or as the settlor may direct.

Clause 5.0 After the Settlor's Lifetime

5.01 After the Settlor's lifetime, if the First Named Beneficiary, the Second Named Beneficiary or the Third Named Beneficiary survives the Settlor by thirty (30) days or more, the Trustee shall distribute any undistributed net income of the Trust to, and retain the Undivided Interest in a Successor Trust for the benefit:

- (a) of the First Named Beneficiary, or
- (b) if First Named Beneficiary does not survive Settlor by thirty (30) days, of the Second Named Beneficiary, or;
- (c) if the Second Named Beneficiary does not survive the Settlor by thirty (30) days, of the Third Named Beneficiary, and hold and administer the Undivided Fractional Interest and any undistributed income therefrom in accordance with the clause 6.0.

5.02 If none of the First Named Beneficiary, Second Named Beneficiary or Third Named Beneficiary survives the Settlor by thirty (30) days, the Trustee shall distribute the Undivided Fractional Interest and any undistributed net income therefrom to Settlor's estate free of further trust.

Clause 6.0 Successor Trusts Provisions

6.01 The Trustee shall hold and administer the Undivided Fractional Interest, which the Trustee is directed to retain in a Successor Trust in accordance with this clause for the benefit of the person(s) named under clause 5.01 ("**Beneficiary**"), as hereinafter provided:

- (a) Income and Principal: The Trustee shall pay all the income of the Successor Trust to the Beneficiary or as the Beneficiary may direct.
- (b) Revocability: Upon the establishment of the Successor Trust, the Beneficiary may revoke this Successor Trust and may amend this Deed by a written instrument, signed, sealed and delivered to the Trustee during the Beneficiary's lifetime. In addition, the Beneficiary may amend the persons named who would become the beneficiary of the Successor Trust established for the Beneficiary (following the Settlor's death if they survive the Beneficiary) by completing a written Beneficiary Naming Form for the Successor Trust, substantially in the form in the Third Schedule, and delivering it to the Trustee. Any such written Beneficiary Naming Form for the Successor Trust executed and dated by the Beneficiary after Settlor's death shall revoke any written Beneficiary Naming Form executed and dated by Settlor. If the Beneficiary delivers more than one written Beneficiary Naming Form for the Successor Trust to the Trustee, the Beneficiary Naming Form for the Successor Trust with the latest date will be deemed the most recent amendment to this Deed.
- (c) Termination: Upon the sale or other disposition of the Undivided Fractional Interest, this Successor Trust shall terminate and the Trustee shall distribute the proceeds from such disposal to the Beneficiary. If the Beneficiary dies prior to the termination of this Successor Trust, the Trustee shall distribute any undistributed income of the Successor Trust to, and retain the Undivided Interest in a Successor Trust for the benefit of, Second Named Beneficiary, or if Second Named Beneficiary is not then living, the Third Named Beneficiary, or if neither Second Named Beneficiary nor the Third Named Beneficiary

is then living, the Fourth Named Beneficiary, and hold and administer the Property in accordance with the provisions under this Clause or if Second Named Beneficiary, Third Named Beneficiary and Fourth Named Beneficiary are all not then living, the Trustee shall distribute the Property and any undistributed net income therefrom to the Beneficiary's estate, or if none then exists, to the takers of the Beneficiary's estate, as determined in accordance with the laws of the Beneficiary's domicile at the time of Settlor's death, free of further trust.

(d) Records and Accounts: The Trustee shall keep accurate records concerning each trust being administered hereunder. To the extent permitted by law the Trustee shall not be required to render periodic account to Settlor or other beneficiary or to any court having jurisdiction over any trust being administered hereunder.

Clause 7.0 Appointment of Trustees

7.01 The initial Trustee shall be the Settlor.

7.02 If the Settlor shall die or is unable to continue as Trustee for whatever reason;

(a) the person named as the First Named Beneficiary shall be his successor as Trustee; or

(b) if the First Named Beneficiary is unable or unqualified to succeed, then the person designated as the Second Named Beneficiary shall be the successor Trustee;

(c) if neither the First Named Beneficiary nor the Second Named Beneficiary is able to be successor Trustee then the person named as the Third Named Beneficiary shall be Trustee; and

(d) If none of the Named Beneficiaries is able to serve as Trustee of the Successor Trust or the Settlor did not nominate any Named Beneficiaries, the Vendor by its Board of Directors may (but shall not be under any compulsion), at the request of the next of kin of the Settlor or a beneficiary, in writing designate a Non-Canadian person, being an individual and not an entity to be Trustee in succession to the initial Trustee.

7.03 If at any time the Revocable Trust or any Successor Trust established hereunder shall be without a Trustee or having a Trustee who is incapacitated or otherwise is unable to act for the Trust, the Vendor is granted the power during the term of the Trust, by written instrument signed sealed and delivered to the last known address of the Beneficiary or Trustee, as the case may be, to appoint an individual Non-Canadian Person as a Special Trustee or Special Co-Trustee, as the case may be.

7.04 Notwithstanding clause 9.01, the Special Trustee or Special Co-Trustee shall only have the authority to execute any transfer instrument of conveyance for the Undivided Fractional Interest that is required to comply with the SPA and Collateral Documents in particular to effect a collective sale of the Property. The sole signature of the Special Trustee or Special Co-Trustee appointed hereunder shall be sufficient to bind the Trust and give good discharge

for third parties dealing with the Trust herein. Save as provided above, Special Trustee or Special Co-Trustee shall have no other powers, rights, authority, responsibilities, duties or liabilities granted to or imposed on Trustees under this Deed or under law.

8.0 Removal of Trustee

8.01 During the Settlor's lifetime, the Settlor may remove any Trustee of the Trust or any Successor Trust and replace such Trustee with another individual Non-Canadian Person.

8.02 After the demise of the Settlor, the Beneficiary of a Successor Trust is hereby granted the power during the Beneficiary's lifetime, to remove any Trustee of the Successor Trust and replace such Trustee with another individual Non-Canadian Person.

8.03 A Trustee may resign as Trustee of a Trust established hereunder by executing and delivering a letter of resignation to the Beneficiary and copied to the Vendor.

9.0 Regulations

9.01 Subject to clause 7.04, if there are more than one Trustee in the Trust hereunder, they shall act by majority decision Provided Always that with respect to any decision concerning the Undivided Interest in the Property and the Property, the Trustees shall vote as directed by the Settlor and, after the demise of the Settlor, by the Beneficiary of the Successor Trust.

9.02 If by the law of any jurisdiction to which this Trust is administered, a Trustee is required to give a bond security in any court as otherwise such requirement is specifically waived.

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

9.04 In the purported execution of the trusts powers and provisions hereof no Trustee shall be liable for any loss to the trust assets arising in consequence of the failure depreciation or loss of any investment made or retained in good faith or by reason of any mistake or omission made in good faith or of any other act omission matter or thing whatever except for breach of trust arising from fraud, willful misconduct or gross negligence on the part of the trustee who is sought to be made liable.

9.05 Each Trustee shall be (i) indemnified and held harmless by the Trust to the full extent of the assets thereof, with respect to any liability incurred by him or her in his or her capacity as Trustee, and (ii) entitled to reimbursement with respect to any expense, including

legal fees, incurred by her or him in connection with the administration of any trust being administered hereunder, provided, such liability or expense is not attributable to the actual fraud, gross negligence or willful misconduct of such Trustee.

9.06 Every Trustee becoming a Trustee hereunder (other than any Special Trustee or Special Co-Trustee appointed under clause 7.02 who shall not be entitled to compensation) may be paid fair and reasonable compensation for services performed at the discretion of the Beneficiary.

10.0 Powers of Trustee

10.01 In addition to the power vested in trustees by law, each Trustee (not being a Special Trustee or Special Co-Trustee appointed under clause 7.02) is granted the following powers:

- (a) In relation to any assets held in trust, to have all the powers as a natural person acting as the beneficial owner of such property and such powers shall not be restricted by any principle of construction or rule or requirement of the law of the jurisdiction under which this trust is administered save to the extent that such is obligatory but shall operate to the widest generality of which the foregoing words are capable.
- (b) The power to leave any assets of the trust in their original state or in the state of investment in which they may be from time to time and in particular, to retain the Undivided Fractional Interest indefinitely, even if the same is of a character or size which, but for this express authority, would not be considered proper for trustees and regardless of any lack of diversification, risk, or nonproductively.
- (c) To invest and reinvest trust income in any assets, including stocks of any assets, including stock of any class, bonds, (secured, unsecured and convertible), notes, shares or interest in investment trust, mutual funds, money market funds, and common trust funds, without being limited by any statute or rule of law concerning investments by fiduciaries.
- (d) The acquisition of any investment of a speculative nature shall be deemed to be an authorized investment of the assets under trust.
- (e) The power to permit anyone to reside in any property or occupy any land which may be subject to the trust hereof.
- (f) To borrow money for any fiduciary purpose, including to mortgage or pledge the Property; to renew, modify, extend, or refinance existing loans on similar or different terms and conditions;

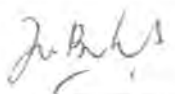
- (g) The power to pay duties and tax and any interest of penalty chargeable thereon to any governmental authority in whose jurisdiction the assets of the trust are subject and to enter into agreements with governmental authorities and make such elections and exercise such options as may be available on estate, gift, inheritance, generation-skipping transfer, or income tax returns, all in such manner as the Trustees determine is most advisable;
- (h) To reasonably determine, when there is doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or of other assets should be credited to income or to principal, and which disbursements and other charges should be debited to income or to principal all partnership distributions shall be deemed to be income except distributions from sales or refinancing or additional capital contributions.
- (i) To make distributions in cash or in kind or partly in each, without making pro rata distributions of specie assets and without the consent of any beneficiary, provided that distributions in kind shall be based on values at the time of distribution the judgment of the Trustees concerning these values shall be binding and conclusive on all interested parties;
- (j) To register trust assets in the name of a nominee or in such manner that title will pass by delivery.
- (k) To collect, pay contest, compromise, or abandon demands or claims of or against the Undivided Interest and other assets under trust.
- (l) To employ consultants, attorneys, auditors, investment advisors, depositories, proxies, and agents, with or without discretionary powers; and to compensate them from the trust assets.
- (m) To act or refrain from acting with respect to any business or asset in the trust in all respects, regardless of the existence of any conflict of interests between any Trustee and the trust and regardless of any connection or investment which any Trustee may have with any business or other asset in the trust;
- (n) To enter into any indemnity in favour of any former trustee or any other person who have dealing with the Trust and in this connection to charge any trust assets as security for such indemnity.
- (o) To delegate irrevocably to another person any administrative or investment rights and discretions granted in this Deed, including the power to make payments, operate bank accounts, the power to give orders for the purchase and sale of assets, and the power to have custody of property; to delegate irrevocably to any other appropriate person any ministerial duties in connection with the rights and discretions granted in this Agreement but provided always that no discretion to distribute trust income or principal may be delegated.

LEGAL TITLE OWNERSHIP
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

(p) To exercise all power, authority, and discretion after termination of any trust until the same is fully distributed.

IN WITNESS WHEREOF, these presents have been signed sealed and delivered by the Settlor and the Trustee on the date hereto:

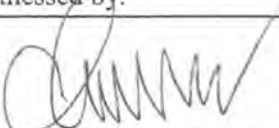
Signed sealed and delivered by
The Settlor and Trustee



BEE KEOW TEO

Date: AUGUST 21, 2012

Witnessed by:



Name JOVIONG LEE CHUEN

KW

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LEGAL TITLE OWNERSHIP:
UDI UIN: LHS-0516,LHS-0527,LHS-0528,LHS-0529

FIRST SCHEDULE
To the Revocable Trust Agreement
Legal Description of the Property

LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538
GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538
GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON
1 GODERICH AS IN R194853; SAVE & EXCEPT HWP2187 MUNICIPALITY OF
CENTRAL HURON.

MUNICIPALLY KNOWN AS: 34736 DECHERT ROAD, GODERICH.

APPROXIMATELY 96 ACRES.

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SECOND SCHEDULE
Beneficiary Naming Form
(Clause 3.03)
BEE KEOW TEO
LAKE HURON SHORES
REVOCABLE TRUST DEED
Beneficiary Naming Form
(Successor Trust)

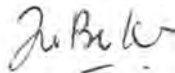
Acting in accordance with the right granted to me under Clause 3.03 of the
BEE KEOW TEO

Lake Huron Shores Revocable Trust Deed dated 21 day of AUGUST, 2012 (the
"Deed") which established the trust abovenamed (the "Revocable Trust") and with respect to
the Successor Trust established under the said Deed, I hereby amend the provisions of thereof
as follows:

I hereby direct that the following named person or persons shall be the named
successor beneficiary or beneficiaries under Clause 5 of my Trust Agreement following my
death, and that my wishes expressed hereby be incorporated by reference into the Deed:

1. The First Named Beneficiary under my Revocable Trust following my death, shall
be
(name and address & ID No) FOONG WING LUAN S1443635I- BLK 411 YISHUN RING RD #04-1815 SC 60411
2. The Second Named Beneficiary, the secondary beneficiary under my Revocable Trust
following my death if the person named under item 1, above, is not then living shall be
(name and address & ID No) FOONG JIA WEN S9346407I- BLK 411 YISHUN RING RD #04-1815 SC 60411
3. The Third Named Beneficiary the tertiary beneficiary under my Revocable Trust
following my death if the respective persons named under items 1 and 2, above not then living,
shall be
(name and address & ID No) _____

Signed, sealed and delivered by:



Settlor: BEE KEOW TEO

Date:

Witnessed by:



Name: JOVI ONG LEE CHUEN

Sale ID: 122283
(80)

KW

THIRD SCHEDULE
Beneficiary Designation Form for the Successor Trust
(Clause 6.01(b))

LAKE HURON SHORES
REVOCABLE TRUST DEED
BENEFICIARY NAMING FORM FOR THE SUCCESSOR TRUST

Acting in accordance with the right granted to me under Clause 6.01(b) of the

Lake Huron Shores Revocable Trust Deed dated _____ day of _____ (the
"Deed") which established the trust abovenamed (the "**Revocable Trust**") and with respect to
the Successor Trust established under the said Deed, I hereby amend the provisions
concerning the Successor Trust as follows:

I hereby direct that the following named person or persons shall be the named
successor beneficiary or beneficiaries under Clause 6.01(b) of the said Trust Deed following
my demise and that that my wishes expressed hereby be incorporated by reference into the
Deed:

1. The Second Named Beneficiary, the under the Successor Trust following my death,
shall be:

(name and address & ID No) _____.

2. The Third Named Beneficiary, under my Successor Trust following my death if the
person named under item 1, above, is not then living shall be:

(name and address & ID No) _____.

3. The Fourth Named Beneficiary, under my Successor Trust following my death if the
persons named under items 1 and 2 above, are not then living , shall be

(name and address & ID No) _____.

Signed, sealed and delivered by:

Beneficiary

Date:

Witnessed by:

Name

PROPERTY AT "LAKE HURON SHORES", ONTARIO, CANADA

OPTION TO SELL AGREEMENT

NO. OF UNDIVIDED FRACTIONAL UNITS: 4/870

THIS OPTION TO SELL AGREEMENT is made on the 21 Day of AUGUST, 2012
PARTIES TO THIS AGREEMENT:

1. BEE KEOW TEO
BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE 2776

(hereinafter known as "The Co-owner Seller")

And

2. NAME OF COMPANY/ PURCHASER:
A2A DISTRIBUTION LIMITED, a company duly incorporated in British Virgin Islands (hereinafter known as "The Purchaser")

WHEREAS:

1. This Option to Sell Agreement creates an obligation on the Purchaser within the Option Timeframe or Option Period, exercisable by the Vendor who has paid some consideration, so that the Purchaser shall take the obligation to buy at an agreed pre-determined price.
2. This Option to Sell Agreement sets out the time frame of the Option Period for exercise, the exercise notice to be served on the Purchaser and such terms as may be agreed upon.
3. The Co-owner Seller has agreed to purchase from **LAKE HURON SHORES A2A DEVELOPMENTS INC.** a corporation under the laws of the Province of Ontario, AN UNDIVIDED FRACTIONAL INTEREST IN THE REAL PROPERTY BEING THOSE LANDS AND PREMISES AS DESCRIBED UNDER THE "SCHEDULE A" ANNEXED HERETO).
4. The Purchaser or its Nominee or such person or entity as the Purchaser may so direct, shall by this Option Agreement when exercised, be given the Sole, Exclusive Option to purchase the Property, the rights and beneficial interest thereof. The Property is

KW

sold subject to such easements, liens and appurtenants as to the Property and subject also to being encumbered by the registered proprietor.

5. This Option to Sell Agreement sets the sale price at Canadian \$ 40,000.00. The date of completion is scheduled on the date when full completion monies are paid and delivered to the Co-owner Seller which shall be within three (3) months from notice of Co-owner Seller to the Purchaser of his intent to exercise the Option herein, subject to the terms and conditions herein. The Co-owner Seller shall sell together with all other such Co-owner Seller's Property as they may so agree at the agreed Sale and Purchase Price.
6. The Co-owner Seller will at all times co-operate and participate in any applications, hearings and/or other procedures through its or their Facilitator or Power of Attorney in any application for re-development, sub divisions whatsoever.

WHEREBY IT IS AGREED THAT FOR AND IN CONSIDERATION of Hong Kong One Dollar (HK\$1.00) now paid, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. GRANT OF OPTION

The Purchaser HEREBY GRANTS to the Co-owner Seller an "option to sell" the Co-owner Seller's Undivided Fractional Interest in the Property, legally known and described under "SCHEDULE A" hereto, upon the terms and conditions hereof set forth, during the Option Period to the Purchaser or its nominees, for the agreed Sale Price under the terms and conditions of this Option to Sell Agreement.

2. EXERCISE OF OPTION

The Co-owner Seller and the Purchaser have agreed that this Option to Sell may be exercised at anytime during the Option Period, which shall be from the date commencing on the expiry of Sixtieth (60th) month from the date of this Option to Sell Agreement and ending the Sixty-sixth (66th) month from the date of this Option to Sell Agreement ("the Option Period") and upon the terms and conditions as have been agreed herein.

The Notice to Exercise shall be given to the Purchaser by the Co-owner Seller and to clearly specify the Completion date.

3. NOTICE TO EXERCISE OPTION

The Notice to Exercise, described as "SCHEDULE B" hereto, shall be given to the Purchaser or its nominee by the Co-owner Seller, such notice to be given within the Option Period ("the Notice to Exercise"), together with the Transfer thereof in such form as may be required by the Co-owner Seller or the Purchaser, duly endorsed in favor of the Purchaser or its nominee and in accordance with the laws and regulations as in force in The Province of Ontario, Canada.

4. SALE PRICE FOR THE PROPERTY

The agreed Sale Price for the Property is CAD 40,000.00 lump sum, including excise Tax and other applicable goods and services tax or harmonized sales tax (collectively, referred to as "HST").

The Sale Price shall be paid for in cash as at the scheduled date of Completion. In the event that the Purchaser or its nominee is not in breach or default and has exercised the Option validly, then the Option monies so paid shall be applied towards the purchase price as at the Completion date of the Sale of the Property.

The Completion Accounts or Closing Statement shall be as follows:

Closing Costs

- Attorney fees
- Title Insurance
- Title Transfer or Certificate
- Property Insurance
- Recording Fees
- Appraisal
- Survey
- All other costs,

The Purchaser shall bear all the Closing costs.

5. POSSESSION OF PROPERTY

The Purchaser or its nominee shall be entitled to possession of the Property on an "as is where is basis" as at Completion Date.

6. RIGHT OF ENTRY AND CONSENT AND SIGNATURE FOR SUBMISSIONS

During the term of this Option or any extension hereof the Purchaser, its nominee, assigns, representatives thereof, shall be entitled to enter upon the Property for the purpose of conducting soil tests, engineering studies, surveys and any other desired inspection of the Property at its own costs and expense. The Co-owner Seller and Sellers and their respective Operators shall where required sign the necessary permits, applications, submissions and consent to allow the Purchaser access into the Property and to sign such documents to effect same and for submission purposes.

7. CO-OWNER SELLER MAY DISPOSE DURING OPTION TERM

It is agreed that the Co-owner Seller may at anytime, without the prior written consent of the Purchaser, during the Option period, sell transfer dispose of the Undivided Fractional Interest in the Property – whereupon this Option shall expire terminate on the date of the disposition thereof by the Co-owner Seller and shall not be transferrable.

8. TAXES

All Taxes – property taxes and such government levies shall be borne by the Purchaser.

9. ASSIGNS, HEIRS AND SUCCESORS

This Agreement shall be binding upon and enure for the benefit of the Parties, heirs, successors, personal representatives, administrators, nominees and assigns. Provided always that due notice of such assignment is given to the other party and written prior consent is first obtained from the other party.

10. ATTORNEY'S FEES

The prevailing party in any legal proceedings brought under or with respect to the transaction described in this Agreement is entitled to recover from the non prevailing party all costs of such proceedings and reasonable Attorney fees.

11. REPRESENTATIONS

The Co-owner Seller represents and warrants to the Purchaser that as at the date of this Option, he/she is or they are the sole legal and beneficial owner/s of the Property subject to this Option with good marketable title thereto and that the said Property is not subject to any other options and the Vendor covenants that the Property is sold to the Purchaser free from all claims, mortgages, charges, liens, pledges and such encumbrances affecting or attaching the property up to the Completion date.

The Co-owner Seller covenants that as at Completion:

- there will be no liens assessments or security interests against the Property which will not be satisfied out of the sale proceeds unless securing payment of any loans assumed by the Purchaser;
- Assumed loans if any on the Property will not be in default.

If any representation in this Agreement is untrue, then the Parties may take such appropriate actions and measures as against the other.

12. ENTIRE AGREEMENT

This contract contains the entire agreement of the Parties and cannot be changed except by their written agreement.

13. NOTICES

All communications and notices from one party to the other must be in writing and are effective when mailed to, hand delivered at, or transmitted by facsimile as follows:

To the Purchaser: **A2A DISTRIBUTION LIMITED**

Address: c/o 80 Raffles Place, #34-20 UOB Plaza 2, Singapore 048624

Tel: (+65) 3157 1111

Fax: (+65) 6820 8360

To The Co-owner Seller: **BEE KEOW TEO**

Address: BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE 2776

Tel: 00-65-91031584

Fax: NA

Email: bkteo1162@yahoo.com.sg

14. ASSIGNMENT

This Agreement may be assigned by the Purchaser without the prior consent of the Co-owner Seller and such assignment shall be binding upon the heirs, administrators, representatives and successors thereof.

Any party to whom this Agreement, its rights and interests are being assigned or transferred to shall be bound by all the terms and conditions to this Option Agreement and shall be required to perform and complete all and any obligations hereunder as if they were the first party to the agreement.

15. PRIOR AGREEMENTS

This contract incorporates all prior agreements between the parties.

16. ARBITRATION

The Parties may agree to submit any matters or issues arising to arbitration in Singapore as they may so agree, in accordance with the Arbitration Rules in force in Singapore.


17. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws in force in the Singapore or as the parties so agree. However, the parties shall submit to the exclusive jurisdiction of the courts in Singapore or the parties may agree to submit the issue or matter for resolution in the Province of Ontario, Canada.

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IN WITNESS WHEREOF, the parties have executed the Agreement on the
21 day of AUGUST ,2012

Signature of Co-owner Seller



BEE KEOW TEO

A2A DISTRIBUTION LIMITED

Per:  **A2A DISTRIBUTION LIMITED**
(B/C Co. No. 1656524)

Authorized Signing Representative

Witness:



Name of Witness JOVI ONG LEE CHUEN

LEGAL TITLE OWNERSHIP:
UDI UN, LHS-0516, LHS-0527, LHS-0528, LHS-0529

Sale ID: 122283
(91)

ANNEXURE
SCHEDULE A

LEGAL PROPERTY DESCRIPTION

LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538 GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538 GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1 GODERICH AS IN R194853; SAVE & EXCEPT HWP2187 MUNICIPALITY OF CENTRAL HURON.

MUNICIPALLY KNOWN AS: 34736 DECHERT ROAD, GODERICH.

APPROXIMATELY 96 ACRES

ANNEXURE
SCHEDULE B

NOTICE TO EXERCISE

In Exercise of The Option to Sell Granted to me/us, I/we hereby give Notice of our right to exercise the Option dated given to me/us.

The said Option is exercised in accordance with the terms of the Option and the Agreement of Purchase and Sale dated in respect of the following undivided interests, particulars of which are as follows:

UNDIVIDED FRACTIONAL INTEREST UNIQUE IDENTIFICATION NUMBER:

PROPERTY ADDRESS

PROJECT: LAKE HURON SHORES A2A DEVELOPMENTS INC.

COUNTY: CENTRAL HURON

PROVINCE: ONTARIO

COUNTRY: CANADA

SITE DETAILS

LEGAL ADDRESS

LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538 GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538 GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1 GODERICH AS IN R194853; SAVE & EXCEPT HWP2187 MUNICIPALITY OF CENTRAL HURON.

MUNICIPALLY KNOWN AS: 34736 DECHERT ROAD, GODERICH.

APPROXIMATELY 96 ACRES.

Dated this.....day of.....

Name and Particulars
Of Option Holder

Signature of Option Holder

(NOTE – This Notice to be signed and accepted only by the Option Holder who has rights to exercise upon due date to exercise and not before.)

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2012 Taxation Year Declaration Form

I, BEE KEOW TEO, declare that (please check below):

Check	Option	Description
<input checked="" type="checkbox"/>	A	I am a non-resident of Canada; I request that A2A CAPITAL MANAGEMENT INC. assist me in preparing the HST return, as well as an income tax return pursuant to Section 216 of the <i>Income Tax Act (Canada)</i> (the "ITA"). I do not have any other sources of income or any investments in Canada other than an undivided fractional interest in the land that I have invested with A2A CAPITAL MANAGEMENT INC. in Canada. In order to complete the income tax return, A2A CAPITAL MANAGEMENT INC. must receive information pertaining to all my investments and sources of income in Canada no later than February 1 st of the filing tax year. A2A CAPITAL MANAGEMENT INC. assumes no responsibility if I omit information required for the completion of the income tax return or fail to provide any required information in a timely manner. I have completed the Indemnity attached as Schedule "A" hereto.
<input type="checkbox"/>	B	I am a non-resident of Canada; I do NOT request A2A CAPITAL MANAGEMENT INC. assist me in preparing any tax return. I will file my own HST and income tax returns.
<input type="checkbox"/>	C	I am a non-resident of Canada; I request that A2A CAPITAL MANAGEMENT INC. assist me in preparing the HST return only. I do not have any other income that is subject to HST. I have completed the Indemnity attached as Schedule "A" hereto.
<input type="checkbox"/>	D	I am a non-resident of Canada; I have other land banking investments in Canada and would like to request A2A CAPITAL MANAGEMENT INC. to assist me in the preparation of the HST return as well as the income tax return under Section 216 of the ITA. I agree that A2A CAPITAL MANAGEMENT INC. is entitled to charge me a minimum fee of \$500.00 Canadian dollars for each applicable tax filing year** (** carried out only upon exit of an A2A investment). It is my responsibility to supply in a timely manner all necessary information and documentation required for the filing of my tax return. I agree that I will submit all land banking investment information to A2A CAPITAL MANAGEMENT INC. no later than February 1 st of the tax filing year. A2A CAPITAL MANAGEMENT INC. assumes no responsibility for missing investment information required when filing the tax return. I have completed the Indemnity attached as Schedule "A" hereto.
<input type="checkbox"/>	E	I am a non-resident of Canada; Due to my varied investments and other sources of income in Canada, my tax return may prove to be complicated, and I agree that A2A CAPITAL MANAGEMENT INC. refers me to a Canadian Tax Specialist for my direct dealing. Any professional costs incurred for this will be fully borne by me. I have completed the Indemnity attached as Schedule "A" hereto.
<input type="checkbox"/>	Existing I.T.N	I already have an Individual Tax Number and do not wish to apply for one. I enclose my existing I.T.N as follows:

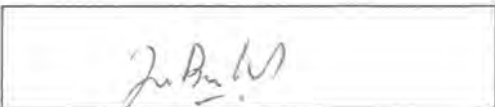
* Please mark one of the options above with ☒ on the check box.##

In addition, if you have an I.T.N, please indicate as well.

My current address is: BLK 411 YISHUN RING ROAD #09-1815
SINGAPORE 2776Telephone Number: 00-65-91031584Date: AUGUST 21, 2012Name: BEE KEOW TEO

(Print)

Status of investment is at the present date. In the event of any changes to my investment and/or income status, the above marked option will not apply. A2A CAPITAL MANAGEMENT INC. will be duly informed me by.



Signature:

Interest # 4/870

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Schedule "A"

TO: **A2A CAPITAL MANAGEMENT INC.**

Further to the 2012 Taxation Year Declaration Form that I have completed and signed, I acknowledge and confirm that I have requested A2A CAPITAL MANAGEMENT INC. to assist me in preparing a HST return pursuant to the *Excise Tax Act* (Canada) (the "ETA") and/or a return of income pursuant to section 216 (the "Section 216 Return") of the *Income Tax Act* (Canada) (the "ITA"). I acknowledge and agree that it is my responsibility to provide A2A CAPITAL MANAGEMENT INC. on a timely basis with complete and accurate information as is required so that the HST return and/or the Section 216 Return, as the case may be, are true, complete and accurate in all respects and will comply with the requirements of the ETA and the ITA. I further understand, acknowledge and agree that neither A2A CAPITAL MANAGEMENT INC., nor their respective directors, officers, employees, agents, servants or advisors (such persons, collectively, referred to as the "Releasees"), shall in any way whatsoever assume any responsibility or liability for the truth, accuracy or completeness of any information supplied by me to any of them, or the truth, accuracy or completeness of any HST return or Section 216 Return.

I represent, covenant and warrant to you that all information provided or to be provided for the purpose of enabling A2A CAPITAL MANAGEMENT INC. to complete and file the HST return and/or the Section 216 Return on my behalf shall be true, correct and complete in all material respects and that such information and data shall be provided to A2A CAPITAL MANAGEMENT INC. in a timely manner so that the HST return and/or the Section 216 Return, as the case may be, can be filed on my behalf with the Canada Revenue Agency on or before the applicable filing deadline for such return.

In consideration of the sum of Two Dollars (\$2.00) paid by me to A2A CAPITAL MANAGEMENT INC. and in order to induce A2A CAPITAL MANAGEMENT INC. to prepare and file a HST return and/or a Section 216 Return on my behalf, I hereby indemnify and hold harmless the Releasees from and against any liabilities, claims, demands, assessments, reassessments, judgments, losses, costs, damages, taxes, interests, penalties, fines, expenses whatsoever (including reasonable solicitors, consultants, accountants and other professional fees and disbursements of every kind, nature and description incurred by the Releasees or any of them in connection with or in relation to preparation and filing of the HST return and/or the Section 216 Return) occasioned by or resulting from any breach of the representations, warranties and covenants given by me herein.

As security for the payment and satisfaction of any and all obligations, liability and indebtedness that I may have to any of the Releasees pursuant to this Indemnity, I hereby grant the Releasees, a continuing and specific security interest, mortgage and charge in and to my share of all Net Income (as such term is defined in the Deed of Covenant entered into among all beneficial owners of the Property (as such term is hereinafter defined) payable to me in respect of the 4/870 undivided fractional interest (the "Interest") in the real property (the "Property") known as:

LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538 GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538 GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1 GODERICH AS IN R194853; SAVE & EXCEPT HWP2187 MUNICIPALITY OF CENTRAL HURON.
MUNICIPALLY KNOWN AS: 34736 DECHERT ROAD, GODERICH.
APPROXIMATELY 96 ACRES

and any other real property in Canada that I may now own or hereafter acquire, and any proceeds thereof.

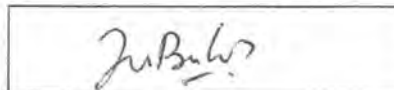
I hereby direct LAKE HURON SHORES A2A DEVELOPMENTS INC. to pay to the Releasees all amounts of Net Income otherwise payable to me in respect of my Interest, if and to the extent I should fail to pay and satisfy any obligations, liability and indebtedness that I have to any of the Releasees pursuant to this Indemnity.

Date: AUGUST 21, 2012

Name: BEE KEOW TEO

(Print)

Signature:



Interest # 4/870

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TO WHOM IT MAY CONCERN

This letter hereby authorizes the Canada Revenue Agency, or any other government body of instrumentality thereof having jurisdiction (collectively, the "CRA") to discuss any matter (or to accept any document, election or other filing) relating to the application of Part IX of the *Excise Tax Act* (Canada) (the "Act") to the undersigned with (or by) any of the directors, officers or employees of **A2A Capital Management Inc. ("A2A")**.

For greater certainty, A2A shall have the authority and Power of Attorney to carry out any Harmonized Sales Tax ("HST") reporting or filing obligations that are required or available to a registrant under the Act, and this authority and Power of Attorney includes the execution of any document that has to be (or which may be, subject to the registrant's discretion) executed under the Act. The undersigned agrees to be bound by any such elections or filings which are made by A2A on its behalf.

For greater certainty, A2A shall have the authority and Power of Attorney to sign authorizations requested by any party (including the CRA) which authorize the CRA or any other party to discuss any matter (including the application of the Act) concerning the undersigned with a third party representative (i.e. accountants, lawyers, and/or representatives).

The undersigned authorizes and provides A2A with a Power of Attorney to receive, endorse and deposit cheques received from the Government of Canada or any provincial government in respect of the HST or its provincial equivalent. For greater certainty, this authorization and power of attorney authorizes A2A to endorse and deposit the cheques issued by the federal government or a provincial government in respect of the HST or its provincial equivalent into the bank account which A2A maintains for such purpose.

The above authorization and power of attorney will be effective from the date of this letter until revoked by notice in writing by the undersigned or A2A provides a notice in writing that it will no longer be acting for the undersigned.

The foregoing specific authorization and power of attorney is not intended to revoke the prior power of attorney by the undersigned to A2A.

The undersigned requests that its HST account to be maintained at the District Office in Toronto, Ontario and that all communications from the CRA to the undersigned be communicated to its attention c/o A2A's business address. The undersigned also agrees that A2A shall have the authority and power of attorney to open mail addressed to the undersigned from the CRA in order to facilitate compliance with the undersigned's obligations under the Act.

The undersigned confirms that its books and records as they relate to the HST and its provincial equivalent will be maintained at the business location of A2A situated in Toronto and, that such records will be available to officers of the CRA.

The undersigned confirms that his/her estimated annual taxable supplies in Canada and estimated annual net HST remittable will be less than \$100,000 and \$3,000 respectively. Accordingly, the undersigned meets the exception to the general security requirements under the Act. The undersigned will provide the required security if the above-mentioned limitations (which have been set by the CRA) are ever exceeded.

The undersigned confirms that his/her estimated annual taxable supplies made inside and outside Canada by him/her or associate exceeds \$30,000.



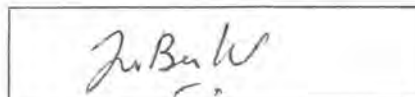
Witness: Jon Ong Lee Chuen

Yours truly,

Per:

Full name:

Date:



BEE KEOW TEO

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Authorizing or Cancelling a Representative

Complete this form to give the Canada Revenue Agency (CRA) your consent to deal with another person (such as your spouse or common-law partner, other family member, friend, or accountant) who would act as your representative for income tax matters or to cancel any existing representatives on your file. Send your completed form to your CRA tax centre. You can find the address of your tax centre on the attached information sheet. To **immediately cancel** a consent, call us at **1-800-959-8281**. You can also give or cancel a consent by providing the requested information online through "Authorize my representative" on our Web site at www.cra.gc.ca/myaccount.

Note

We will accept a change of address only from **you** or your **legal representative**. If you have recently moved, call us at 1-800-959-8281 before submitting this form to ensure we have your current mailing address. If you have registered with the **My Account** service, you can change your address by going to www.cra.gc.ca/myaccount.

To authorize a representative, complete Part 1, Part 2 or Part 3, Part 4, and Part 6

To **cancel** a representative, complete Part 1, Part 5, and Part 6.

Part 1 – Taxpayer information

Complete this part to identify yourself and to give your account number.
You will need to complete a **separate Form T1013** for each account.

First name BEE KEOW	Last name TEO	Work telephone number 00-65-91031584	Home telephone number
------------------------	------------------	---	-----------------------

Complete the one that applies:

Individual	Trust	T5
Social insurance number	Trust account number	T5 filer identification number
T	T	H A

To authorize your representative for online access, complete Part 2; otherwise, complete Part 3.

Part 2 – Giving consent for a representative (including online access)

You must complete a separate Form T1013 for each representative. Note that online access is not available for trust accounts. Please fill out Part 3 of the form to give your consent to a representative for your trust account.

To grant online access to your representative, enter his or her identification number.

For an individual

RepID					

or

For a group

GroupID				
G				

or

For a business

Business Number (BN)									
8	4	9	9	6	4	2	5	9	

Your representative must have registered the BN with the CRA "Represent a Client" service.

Enter the full name of the individual, group or business.

Name of individual associated to the RepID _____

First name: _____ Last name: _____

Name of the group associated to the GroupID _____

Name of the business associated to the BN _____

Enter the level of authorization (level 1 or 2):

If you **do not specify** a level of authorization, we will **assign** a level 1.

Our online services do not have a year-specific option. Therefore, your representative will have access to **all tax years**.

Part 3 – Giving consent for a representative (other than online access)

You must complete a separate Form T1013 for each representative.

- If you are giving consent for an **individual**, enter the individual's full name in the appropriate box below.
- If you are giving consent for a **business**, enter the name of the business in the appropriate box below.

Name of individual		Name of business	
First name:		A2A CAPITAL MANAGEMENT INC.	
Last name:		Telephone: (416) 467 7888	Fax: (416) 467 8749

Part 3 continued on the next page ➔

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Tick either:

- If you do not specify a level of authorization, we will assign a level 1.

- [illegible]

If this consent is for a **trust account** and the year-end is not December 31, enter the month and day of the year-end.

Enter an expiry date for the consent given in **Part 2** or **Part 3** if you want the consent to end at a particular time. Your consent will stay in effect until you cancel it, it reaches the expiry date you choose, or we are notified of your death.

Complete this section **only** to cancel an existing consent. Tick the appropriate box.

- | | | | |
|--------------------|------------|------------------|--|
| Name of individual | | Name of business | |
| First name: | Last name: | | |

<div style="border: 1px solid black; padding: 2px; display: inline-block;"> RepID </div>	or	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> GroupID G </div>	or	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> Business Number </div>
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You or your legal representative (for example, a person with your power of attorney, your guardian, or an executor or administrator of the taxpayer's estate) must sign and date this form. If you are signing and dating this form as the legal representative, tick the box below. Also, send us a copy of the legal document that identifies you as the legal representative, if you have not already done so.

- We will not process this form unless it is **signed and dated** by you or your legal representative.

This form must be received by the CRA within six months of its signature date. If not, it will not be processed.

Print name of taxpayer or legal representative

☒

Taxpayer or legal representative signature

Year Month Day

Date of signature

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Business Consent form

Complete this form to consent to the release of confidential information about your program account(s) to the representative named below, or to cancel consent for an existing representative. **Send this completed form to your tax centre (see Instructions).** Make sure you complete this form correctly, since we cannot change the information that you provided. You can also give or cancel consent by providing the requested information online through My Business Account at www.cra.gc.ca/mybusinessaccount.

Note: Read all the instructions on the first page before completing this form.

Part 1 – Business information – Complete this part to identify your business (all fields have to be completed)

Business name: BEE KEOW TEO

BN:

--	--	--	--	--	--	--	--	--	--

Telephone number: 00-65-91031584

Part 2 – Authorize a representative – Complete either part a) or b)

a) Authorize access by telephone, fax, mail or in person by appointment

If you are giving consent for an individual, enter that person's full name. If you are giving consent to a firm, enter the name and BN of the firm. If you want us to deal with a specific individual in that firm, enter **both** the individual's name and the firm's name and BN. If you do not identify an individual of the firm, then you are giving us consent to deal with anyone from that firm.

Note: If you are authorizing a representative (individual or firm) who is not registered with the Represent a client service, the phone number is required.

Name of Individual: _____

Name of Firm: A2A CAPITAL MANAGEMENT INC.

Telephone number: (416)467 7888

BN:

8	4	9	9	6	4	2	5	9
---	---	---	---	---	---	---	---	---

OR

b) Authorize online access (includes access by telephone, fax, mail or by appointment)

You can authorize your representative to deal with us through our online service for representatives. The Business Number must be registered with the "Represent a Client" service to be an online representative. **Our online service does not have a year-specific option, so your representative will have access to all years.** Please enter the name and RepID of the individual or GroupID and name of the group or name and BN of the firm.

Name of individual: _____

and

RepID:

--	--	--	--	--	--

OR

Name of group: _____

and

GroupID: G

--	--	--	--	--	--

OR

Name of firm: A2A CAPITAL MANAGEMENT INC.

and

BN:

8	4	9	9	6	4	2	5	9
---	---	---	---	---	---	---	---	---

Telephone number: (416)467 7888

Part 3 – Select the program accounts, years and authorization level

a) Program Accounts – Select the program accounts the above individual or firm is authorized to access (tick only box A or B).

A. ☒ This authorization applies to all program accounts and all years.

Expiry date:

--	--	--	--	--	--	--	--

AND

Authorization level (tick level 1 or 2)

☐ Level 1 lets CRA disclose information only on your program account(s); or

☒ Level 2 lets CRA disclose information and accept changes to your program account(s).

OR

B. ☐ This authorization applies only to program accounts and periods listed in Part 3b). If you ticked this option, you must complete 3b).

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Business Consent form (RC59 continued)

b) Details of program accounts and fiscal periods – Complete this area only if you ticked box B in Part 3a) on page 1. If you ticked box B in part 3a), you have to provide at least one program identifier (see Instructions on page 1). You can then tick the "All program accounts" box for that program identifier **or** enter a reference number. Provide the authorization level (tick **either** box 1 to disclose information **or** box 2 to disclose information **and** accept changes to your program account).

You can also tick the "All years" box to allow unlimited tax year access **or** enter a specific fiscal period (specific period authorization **is not available** for online access). You can also enter an expiry date to automatically cancel authorization. If more authorizations or more than four program identifiers are needed, complete another Form RC59.

Program identifier	All program accounts	Reference number	Authorization level	All years	or	Specific fiscal period (not available for online access)	Expiry date
	<input type="checkbox"/> or		1 2	<input type="checkbox"/>	or	Year-end	
	<input type="checkbox"/> or		<input type="checkbox"/>	<input type="checkbox"/>	or		
	<input type="checkbox"/> or		<input type="checkbox"/>	<input type="checkbox"/>	or		
	<input type="checkbox"/> or		<input type="checkbox"/>	<input type="checkbox"/>	or		

Part 4 – Cancel one or more authorizations – Complete this part **only** to cancel authorization(s)

- ☐ A. Cancel **all** authorizations.
- ☐ B. Cancel authorization for the individual, group, or firm identified below.
- ☐ C. Cancel authorization for specific program account(s) _____

Name of Individual: _____ and RepID: _____

OR

Name of Group: _____ and GroupID: **G** _____

OR

Name of Firm: _____ and BN: _____

Part 5 – Certification

This form has to be signed by an authorized person of the business such as an owner, a partner of a partnership, a director of a corporation, an officer of a non-profit organization or a trustee of an estate. By signing and dating this form, you authorize the CRA to deal with the individual, group, or firm listed in Part 2 of this form or cancel the authorizations listed in Part 4.

First name: BEE KEOW Last name: TEO

Sign here ►  Date 20120918

We will not process this form unless it is **signed** and **dated** by an authorized person of the business.

The *Privacy Act* protects information given on this form, which is kept in personal information bank numbers CRA PPU-175 and 223.

KW



Canada Revenue Agency
Agence du revenu du Canada

FOR OFFICE USE

BN

REQUEST FOR A BUSINESS NUMBER (BN)

Complete this form to apply for a business number (BN). If you are a sole proprietor with more than one business, your BN will apply to all your businesses. **All businesses have to complete parts A and F.** For more information, see Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts*. Please send this form to your nearest tax services office. To find the address, visit www.cra.gc.ca/contact. If you have questions, visit www.cra.gc.ca/bn, or call 1-800-959-5525.

Note: If your business is in the province of Quebec and you want to register for the goods and services tax/harmonized sales tax (GST/HST), do not use this form. Contact Revenu Québec. However, if you want to register for any of the other three accounts listed below, complete the appropriate part indicated in the following instructions.

- To open a GST/HST account, complete parts A, B, and F.
- To open a payroll account, complete parts A, C, and F.
- To open an import/export account, complete parts A, D, and F.
- To open a corporation income tax account, complete parts A, E, and F.

Part A – General information

A1 Ownership type and Operation type

☒ Individual ☐ Partnership ☐ Trust ☐ Corporation ☐ Other (specify: _____)

Are you incorporated? ☐ Yes ☒ No (All corporations have to provide a copy of the certificate of incorporation or amalgamation or complete the information requested in Part E).

Tick the box below that best describes your type of operation:

- | | | |
|---|---|---|
| <input type="checkbox"/> Sole proprietor | <input type="checkbox"/> Federal government (publicly funded) | <input type="checkbox"/> Other government body |
| <input type="checkbox"/> Society | <input type="checkbox"/> Federal government (not publicly funded) | <input type="checkbox"/> Strata condo corporation |
| <input type="checkbox"/> Employer of a domestic | <input type="checkbox"/> Provincial government | <input type="checkbox"/> Association |
| <input type="checkbox"/> Foster parent | <input type="checkbox"/> Municipal government | <input type="checkbox"/> University/school |
| <input type="checkbox"/> Religious body | <input type="checkbox"/> Financial institution | <input type="checkbox"/> Union |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Employer-sponsored plan | <input type="checkbox"/> Diplomat |

A2 Owner(s) information – Complete this part to provide information for the individual owner, partner(s), corporation director(s), or officer(s) of the business. If you need more space, include the information on a separate piece of paper. The social insurance number (SIN) is mandatory for individuals (sole proprietors) applying to register for a GST/HST account (Social Insurance Number Disclosure Regulations, *Excise Tax Act*).

Social insurance number (SIN)	First name	Last name
_____	BEE KEOW	TEO
Title	Work phone number	Work fax number
OWNER	— —	— —
Occupation	Home phone number	Home fax number
	— —	— —
	Cellular phone number	Pager number
	— —	— —
Social insurance number (SIN)	First name	Last name

Title	Work phone number	Work fax number
	— —	— —
Occupation	Home phone number	Home fax number
	— —	— —
	Cellular phone number	Pager number
	— —	— —

Contact Person – Please provide the name of a contact for registration purposes only (the contact name provided will not be considered an authorized representative). If you wish to authorize a representative to speak on your behalf about your BN program account(s), complete Form RC59, *Business Consent form*. For more information, see Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts*.

Title	First name	Last name
	TONY	PEREIRA
	Work phone number (416) 467-7888 — —	Work fax number (416) 467-8749 — —
	Cellular phone number — —	Pager number — —

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A3 Identification of business	
Name BEE KEOW TEO	
Physical business location BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE	Postal or zip code 2776
Mailing address (if different from the physical business location) c/o A2A CAPITAL MANAGEMENT INC. 250 FERRAND DRIVE, SUITE 888, TORONTO, CANADA	Postal or zip code M3C 3G8
Operating / Trading name	
Language of preference <input checked="" type="checkbox"/> English <input type="checkbox"/> French	
Are you a third party requesting the registration? <input checked="" type="checkbox"/> Yes (If yes, enter your name and company name below). <input type="checkbox"/> No	
Your name: TONY PEREIRA	
Company name: A2A CAPITAL MANAGEMENT INC.	
A4 Major business activity	
Clearly describe your major business activity. Give as much detail as possible using at least one noun, a verb, and an adjective. Example: Construction – Installing residential hardwood flooring. HOLD REAL PROPERTY IN CANADA	
Specify up to three main products or services that you provide or contract, and the estimated percentage of revenue they each represent.	
_____	_____ %
_____	_____ %
_____	_____ %
A5 GST/HST Information – For more information, see Pamphlet RC2, The Business Number and Your Canada Revenue Agency Program Accounts.	
Do you provide or plan to provide goods or services in Canada or to export outside Canada? If no , you generally cannot register for GST/HST. However, certain businesses may be able to register. For details, see Pamphlet RC2. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are your annual worldwide GST/HST taxable sales, including those of any associates, more than \$30,000? If yes , you have to register for GST/HST. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Note: Special rules apply to charities and public institutions. For details, see Pamphlet RC2.	
Are you a public service body (PSB) whose annual worldwide GST/HST taxable sales are more than \$50,000? If yes , you have to register for GST/HST. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Note: Special rules apply to charities and public institutions. See Pamphlet RC2 for details.	
Are all the goods/services you sell/provide exempt from GST/HST? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you operate a taxi or limousine service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes , you have to register for GST/HST regardless of your revenue.	
Are you an individual whose sole activity subject to GST/HST is from commercial rental income? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you a non-resident? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you a non-resident who charges admission directly to audiences at activities or events in Canada? If yes , you have to register for GST/HST, regardless of your revenue. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you want to register voluntarily? By registering voluntarily, you must begin to charge GST/HST and file returns even if your worldwide GST/HST taxable sales are \$30,000 or less (\$50,000 or less if you are a public service body). For details, see Pamphlet RC2. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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Part B – GST/HST account information – Complete a separate form for each division of your corporation that requires a GST/HST account.**B1** **GST/HST account identification** – If the information is the same as in Part A3, tick the box. ☒

Account name

Physical business location

Postal or zip code

Mailing address (if different from the physical business location) for GST/HST purposes
c/o

Postal or zip code

B2 **Filing information** – For more information, see Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts*.Enter the amount of your **sales in Canada** (dollar amount only) \$ 0 (If you have no sales enter \$0)Enter the amount of your **worldwide sales** (dollar amount only) \$ 0 (If you have no sales enter \$0)Enter the fiscal year-end for GST/HST purposes.
If you do not enter a date, we will enter December 31.

Month	Day

Do you want to make an election to change the fiscal year-end for GST/HST purposes?

☐ Yes ☒ NoIf **yes**, enter the date you would like to use.

Month	Day

Enter the effective date of registration for GST/HST purposes.

Year			Month	Day	

For information about when to register for GST/HST, see Pamphlet RC2.

B3 **Reporting period**Unless you are a charity or a financial institution, we will assign you a reporting period based on your total annual GST/HST taxable sales in Canada (including those of your associates) for the **preceeding year**. If you do not have annual sales from the preceeding year, your sales are \$0. If you want to elect for a different reporting period, your options, if any, are listed below. Please indicate in the right column which option you want to elect. For more information, see Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts*.**Reporting period election**Select **yes** if you want to file more frequently than the reporting period assigned to you. ☐ Yes ☒ No

Total annual GST/HST taxable sales in Canada (including those of your associates)	Reporting period assigned to you, unless you choose to change it (see next column)	Options
<input type="checkbox"/> More than \$6,000,000	Monthly	No options available
<input type="checkbox"/> More than \$1,500,000 up to \$6,000,000	Quarterly	<input type="checkbox"/> Monthly
<input type="checkbox"/> \$1,500,000 or less	Annual	<input type="checkbox"/> Monthly or <input type="checkbox"/> Quarterly
<input type="checkbox"/> Charities	Annual	<input type="checkbox"/> Monthly or <input type="checkbox"/> Quarterly
<input type="checkbox"/> Financial institutions	Annual	<input type="checkbox"/> Monthly or <input type="checkbox"/> Quarterly

B4 **Direct deposit information** – The account holder identified below requests and authorizes the Minister of National Revenue to directly deposit into the Canadian financial institution's account identified below, amounts payable to the account holder under Part IX of the *Excise Tax Act*.

Complete the information area below or attach a blank cheque and write "VOID" across the front. This method provides a faster, more convenient, and dependable way of receiving refunds. The CRA will deposit your GST/HST refund into your Canadian financial institution's bank account.

--	--	--	--	--

Branch number

--	--	--

Institution number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account number

Name(s) of account holder(s):

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Part C – Payroll account information – Complete parts C1 and C2 if you need a payroll account.	
C1	Payroll account identification – If the information is the same as in Part A3, tick the box. <input checked="" type="checkbox"/>
Account name	
Physical business location	Postal or zip code
Mailing address (if different from the physical business location) for payroll deduction purposes c/o	Postal or zip code
Language of preference <input checked="" type="checkbox"/> English <input type="checkbox"/> French	
C2 General information	
<p>a) What type of payment are you making?</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Payroll <input type="checkbox"/> Registered retirement savings plan </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Registered retirement income fund <input type="checkbox"/> Other (specify) _____ </div> <p>b) How often will you pay your employees or payees? Please tick the pay period(s) that apply</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Semi-monthly </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Other (specify) _____ </div> <p>c) Do you use a payroll service? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">If yes, which one? (Enter name.) _____</p> <p>d) What is the maximum number of employees you expect to have working for you at any time in the next 12 months? _____</p> <p>e) When will you make the first payment to your employees or payees?</p> <div style="display: flex; justify-content: flex-end; align-items: center; margin-right: 50px;"> <div style="border: 1px solid black; width: 30px; height: 20px; display: flex; align-items: center; justify-content: center; margin-right: 5px;"> Year </div> <div style="border: 1px solid black; width: 30px; height: 20px; display: flex; align-items: center; justify-content: center; margin-right: 5px;"> Month </div> <div style="border: 1px solid black; width: 30px; height: 20px; display: flex; align-items: center; justify-content: center;"> Day </div> </div> <p>f) Duration of business: <input type="checkbox"/> Year-round <input type="checkbox"/> Seasonal</p> <p style="margin-left: 20px;">If seasonal, tick month(s) of operation:</p> <div style="display: flex; justify-content: center; align-items: center; gap: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">J</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">F</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">M</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">A</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">M</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">J</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">J</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">A</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">S</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">O</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">N</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; font-size: 8px;">D</div> </div> <p>g) If the business is a corporation, is it a subsidiary or an affiliate of a foreign corporation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">If yes, enter country: _____</p> <p>h) Are you a franchisee? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">If yes, enter the name and country of the franchisor: _____</p>	

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Part D – Import/export account information – If you need an import/export account for commercial purposes (you do not need to register for an import/export account for personal importation), complete D1 and D2. Complete a separate form for each branch or division of your corporation that needs an import/export account for commercial purposes.

D1 Import/export account identification – If the information is the same as in Part A3, tick the box. ☒

Account name

Physical business location Postal or zip code

Mailing address (if different from the physical business location) for import/export purposes c/o Postal or zip code

Language of preference ☒ English ☐ French

Do you want us to send you import/export account information? ☐ Yes ☐ No

D2 Import/export information

Type of account: ☐ Importer ☐ Exporter ☐ Both importer/exporter ☐ Meeting, convention, and incentive travel

If you are applying for an exporter account, you **must** enter all of the following requested information.

Enter the type of goods you are or will be exporting:

Enter the estimated annual value of goods you are or will be exporting. \$ 0

Part E – Corporation income tax account information – If you need a corporation income tax account, complete Part E1. If you have not provided your certificate of incorporation or amalgamation you have to complete Part E2.

E1 Corporation income tax account identification – If the information is the same as in Part A3, tick the box. ☐

Name (as listed on your certificate of incorporation)

Physical business location Postal or zip code

Mailing address (if different from the physical business location) c/o Postal or zip code

Language of preference ☐ English ☐ French

E2 Complete this part if you have not provided a copy of your certificate of incorporation or amalgamation.

Certificate Number _____ Jurisdiction
☐ Federal
Date of Incorporation _____ ☐ Provincial _____ (province)
Date of Amalgamation _____ ☐ Foreign _____ (country)

Part F – Certification

All businesses have to complete and sign this part. You are authorized to sign this form if you are an individual, a partner, an officer of your business or a corporation director. If the direct deposit information is entered, an authorized representative **may not** sign this form.

The person signing this form is the: ☒ Owner ☐ Partner ☐ Corporation director ☐ Officer ☐ Authorized representative

I certify that the information given on this form is, to the best of my knowledge, true and complete.

BEE KEOW TEO OWNER
First and last names (print) Title
Signature 2012 09 18
Year Month Day

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APPLICATION FOR A CANADA REVENUE AGENCY INDIVIDUAL TAX NUMBER (ITN) FOR NON-RESIDENTS

Before you start:

- Do not submit this form if you have, or are eligible to obtain, a social insurance number (SIN). For more information about obtaining a SIN, call Social Development Canada (SDC) toll-free at, **1-800-206-7218**. Select option "3" for SIN information. If you are calling from outside Canada, or if you have a rotary dial telephone, call **(506) 548-7961** (long distance charges will apply). You may also visit their web site at www.sdc.gc.ca.
- Do not submit this form if you have previously obtained a SIN, an ITN, or a temporary taxation number. Continue to use the tax number you have already been issued.

Indicate the reason you are applying for an ITN:

- ☒ Filing a Canadian income tax return
- ☐ Filing an application to waive or reduce Canadian withholding tax on payments that you receive
- ☐ Disposing of taxable Canadian property

Supporting documents:

- ☐ Valid Passport
- ☐ Driver's licence
- ☐ Birth certificate/Proof of Birth
- ☒ Other (please identify):
S1467042D (PERSONAL IDENTIFICATION NO)

IDENTIFICATION (please print)

1. Name

Last name	First name	Middle name(s)
TEO	BEE KEOW	

2. Foreign address

Apartment number, street address, street name
BLK 411 YISHUN RING ROAD #09-1815

City	Province or State	Country	Postal code or zip code
		SINGAPORE	2776

3. Mailing address (if different from above)

Apartment number, street address, street name
250 FERRAND DRIVE, SUITE 888

City	Province or State	Country	Postal code or zip code
TORONTO	ONTARIO	CANADA	M3C 3G8

4. Birth information

Date of birth (year, month, day)	Country of birth
MARCH 15, 1961	SINGAPORE

5. Other information

Foreign tax identification number	Telephone number
	00-65-91031584

CERTIFICATION

I, BEE KEOW TEO

(Please print name)

certify that the information given on this form is, to the best of my knowledge, correct and complete.

Date

Signature

KW

GENERAL INSTRUCTIONS

Is this form for you?

Use this form to apply for an individual tax number (ITN) from the Canada Revenue Agency (CRA). An ITN is a nine-digit number issued to non-resident individuals who need an identification number but who are not eligible to obtain a social insurance number (SIN).

Who can apply

You can apply if you do not have, and are not eligible to obtain, a SIN but you need to provide an individual tax number to the CRA. For example, this could occur if you are:

- an international student who either has to file or intends to file a Canadian income tax return;
- a non-resident filing an application to waive or reduce Canadian withholding tax;
- a non-resident disposing of taxable Canadian property; or
- a non-resident who has to file or intends to file a Canadian income tax return

Note: Do not complete Form T1261 if you already have an ITN, a SIN, or a temporary taxation number

How to apply

You can apply by mail or in person. Be sure to mail or bring with you:

- your completed Form T1261, and
- the original or a certified or notarized copy of documents, that substantiate the information provided on the form

The document(s) you present must be current and must verify your identity, including your name, photograph, and date of birth. You may have to provide a combination of documents for this purpose. Examples of acceptable documents include a passport, driver's licence, birth certificate, work permit, study permit/student authorization, visitor record, and diplomatic identity card.

We may, at a later date, request other supporting documentation.

Documents can be certified by local officials such as doctors, accountants, lawyers, teachers or officials in a federal department or a provincial ministry.

When to apply

Complete this form as soon as you meet the requirements described in "Who can apply" on this page. Apply early to make sure you receive an ITN before you need to use it. Allow four to six weeks for us to notify you in writing of your ITN. If you have not received your ITN at the end of the six-week period, you may call us to find out the status of your application (see "Telephone help" on this page).

Where to apply

In person: You can apply for an ITN at the International Tax Services Office, 2204 Walkley Road, Ottawa, Ontario, CANADA.

By mail: If you are completing Form T1261 for the purpose of filing an income tax return, sign and date the form, and send it to us along with the original, certified, or notarized copies of your documents.

If you are sending Form T1261 only, forward it to:
International Tax Services Office
Returns Processing Division
2204 Walkley Road
Ottawa ON K1A 1A8
CANADA

We will return any original documents that you submit. We will not return copies of documents.

Specific instructions

Indicate the reason you are applying for an ITN – You must check a box to indicate the reason you are applying for an ITN.

Supporting documents – Identify the supporting documents that you have provided. Details on supporting documents are explained under "How to apply"

Identification

1. Name – Enter your legal name as it appears on your documentation.

2. Foreign address – Enter your address in the country where you permanently or normally reside. Include the postal code or zip code.

3. Mailing address – Enter your mailing address if it is different from your address above. We will use this address to return your original documents and send written notification of your ITN.

4. Birth information – Enter your date of birth in "year/month/day" format, and your country of birth.

5. Other information – Enter the tax identification number that has been issued to you in the country in which you permanently or normally reside. Also enter the country of residence if other than Canada.

Sole proprietors

If you are a sole proprietor, you may also have to apply for a Business Number. For more information, visit our Web site at www.cra.gc.ca.

Telephone help

If, after reading these instructions, you are not sure how to complete your application or you still have questions, call the International Tax Services Office for help at:

- 1-800-267-5177 for calls from Canada and the United States; or
- (613) 952-3741 for calls from outside Canada and the United States. We accept collect calls.

KW



Ontario

Ministry of Revenue

Authorizing or Cancelling a Representative

Page 1

Version française disponible.

Please read the Important Information on page 2.

Complete this form when you have dealings with the Ontario Ministry of Revenue and you need to:

- authorize the ministry to deal with another individual (such as your spouse, other family member, accountant, tax consultant, or solicitor) as your representative for Ontario tax/program matters as selected by you in Part 1 below
- cancel one or more existing authorizations.

Part 1 Client Information

Legal name (Corporate name, if applicable) Last First TEO BEE KEOW		Daytime phone number () 006591031584	Business Number
Mailing address Apt./Suite/Unit No. Street number and name BLK 411 YISHUN RING ROAD #09-1815		PO Box, R.R., Postal Str	
City	Province/Territory/State SINGAPORE	Postal/Zip code 2 7 7 6	

Please specify under which statute(s)/program(s) your representative will be acting on your behalf and state your appropriate account, permit or reference number(s).

<input type="checkbox"/> Electricity Act, 1998 <input type="checkbox"/> Debt Retirement Charge <input type="checkbox"/> Gross Revenue Charge <input type="checkbox"/> Employer Health Tax Act <input type="checkbox"/> Alcohol and Gaming Regulation and Public Protection Act, 1996 <input type="checkbox"/> Beer Account <input type="checkbox"/> Wine Account <input checked="" type="checkbox"/> Land Transfer Tax Act	<input type="checkbox"/> International Fuel Tax Agreement <input type="checkbox"/> Retail Sales Tax Act <input type="checkbox"/> Gasoline Tax Act <input type="checkbox"/> Fuel Tax Act <input type="checkbox"/> Tobacco Tax Act <input type="checkbox"/> Tobacco Account <input type="checkbox"/> Tobacco Retail Dealer's Account
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Part 2 Authorizing a Representative

Name of representative Last First A2A CAPITAL MANAGEMENT INC.	Title (if applicable)
Name of firm (if applicable)	

Mailing Address Apt./Suite/Unit No. Street number and name 888 250 FERRAND DRIVE,	PO Box, R.R., Postal Str	Daytime phone number (416) 467 7888
City TORONTO	Province/Territory/State CANADA	Postal/Zip code M 3 C 3 G 8
		Fax number (416) 467 8749

Scope of Authorization

Authorize your representative to act on your behalf with the Ministry of Revenue for the purposes of Ontario tax/program matters, under the account number(s) specified in Part 1. You can authorize your representative to receive certain mail addressed to the address provided in Part 2 of this form, on your behalf, by checking the Mail Returns, Mail Credentials and Mail Statement/Assessment listed below.

☒ In all matters; or ☐ only for matters specified below.

- | | | | |
|---------------------------------------|---|--|--|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Returns | <input type="checkbox"/> Mail Statements/ Assessments | <input type="checkbox"/> File and receive electronic rebates/refunds |
| <input type="checkbox"/> Assessments | <input type="checkbox"/> Rulings/ Interpretations | <input type="checkbox"/> File electronic rebates/refunds | <input type="checkbox"/> File and receive manual rebates/refunds |
| <input type="checkbox"/> Objections | <input type="checkbox"/> Statements | <input type="checkbox"/> File manual rebates/refunds | <input type="checkbox"/> Transmission of confidential information by facsimile |
| <input type="checkbox"/> Appeals | <input type="checkbox"/> Mail Returns | | |
| <input type="checkbox"/> Renewals | <input type="checkbox"/> Mail Credentials | <input type="checkbox"/> Other Specify | |

Year(s) to which this authorization applies

- ☒ All years, including all previous and future years
or
☐ Specific year or years (no more than 6 years) Specify

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Part 3 Cancelling one or more existing authorizations (Choose one of the following.)

- ☐ Cancel all existing authorizations.
or
☐ Cancel all existing authorizations given to the representative shown below.

Name of representative
Last First Title (if applicable)
Name of firm (if applicable)

Part 4 Signature *This form will not be accepted unless it is signed.*

By signing this form, you authorize the Ministry of Revenue to:

- deal with the representative identified in Part 2 according to the details provided;
- cancel the existing authorization(s) described in Part 3.

Individual or authorized person		Signature 	Date
Name (print) Last First			
TEO BEE KEOW			
Title owner			

The personal information provided by you on this form is collected under the authority of the Acts shown on page 1 of this form, and will be used for the purpose of determining the authority of a representative who requests information or activity on your account. Questions about this collection may be directed to an Agent with the Ministry Information Centre at 1 866 ONT-TAXS (1 866 668-8297) or in writing to the address provided in the instructions.

Important Information

Why do you need to complete this form?

Tax information is confidential. If you want the Ministry of Revenue (ministry) to deal with another individual (such as your spouse, accountant or solicitor) as your representative, we need your authorization. You can do this by completing **Parts 1, 2, and 4** of this form.

Your authorization will stay in effect until you cancel it. You can cancel an existing authorization by completing **Parts 1, 3, and 4** of this form. All authorizations are automatically cancelled upon notification of the representative's death.

You will have to complete a new *Authorizing or Cancelling a Representative* form if you want to change any information about an existing representative. For example, if your representative is a firm, you may authorize the ministry to deal with a specific individual in that firm. In a future year, should you want to replace that individual with another individual in the same firm, you will have to complete a new form to update your authorization.

You can have more than one authorized representative at the same time. However, you have to complete a separate *Authorizing or Cancelling a Representative* form for each representative.

Does your spouse, common-law partner, or other family member need your authorization?

Yes. The ministry cannot deal with your spouse, common-law partner, son, daughter, other family member or friend without your signed authorization.

What will your representative be allowed to do?

When you authorize the ministry to deal with a representative or to receive certain pieces of mail, you are allowing that person to act on your behalf for matters under the tax acts as selected by you in **Part 1**, for the tax year or years you specified in **Part 2**. For example, the representative will be allowed to discuss your confidential tax information with the ministry and ask the ministry to make changes to your tax Return. Should you wish to authorize your representative to represent you in specific issues or receive certain pieces of mail on your behalf, please specify which issues they are authorized to act on your behalf and/or what types of mail they can receive, in **Part 2**.

What happens if you do not sign this form?

If you do not sign this form, the ministry cannot be sure that you have given it the authority to deal with the representative identified on the form. To protect the confidentiality of your tax information, the ministry will not accept or act on any information given on this form unless you have signed the form.

If you need more information or further assistance in completing this form –

call:

Ministry of Revenue 1 866 ONT-TAXS (1 866 668-8297)
Teletypewriter (TTY) 1 800 263-7776

or visit our website at: ontario.ca/revenue

Mail your completed form to:

Ministry of Revenue
PO Box 627
Oshawa ON L1H 8H5

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Properties

PIN 41367 - 0007 LT **Interest/Estate** Fee Simple
Description LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538
GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538
GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1
GODERICH AS IN R194853; SAVE & EXCEPT HWP2187; MUNICIPALITY OF CENTRAL
HURON
Address 34736 DECHERT ROAD
GODERICH

Consideration

Consideration \$ 40,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name LAKE HURON SHORES A2A DEVELOPMENTS INC.
Address for Service 250 Ferrand Drive
Suite 888
Toronto, Ontario
M3C 3G8

I, Clifton Foo, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

This transaction deals with 4/870 interest in the property

Transferee(s)	Capacity	Share
Name TEO, BEE KEOW	Tenants In Common	4/870
Date of Birth 1961 03 15		
Address for Service BLK 411 YISHUN RING ROAD #09-1815 SINGAPORE 2776		

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

William Friedman 150 Ferrand Drive #802 acting for Signed 2013 01 04
Toronto
M3C 3E5 Transferor(s)
Tel 4164963340
Fax 4164973809

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

KW

Signed By

Andrea Christine Rossanese

150 Ferrand Drive #802
Toronto
M3C 3E5acting for
Transferee(s)

Signed

2012 10 31

Tel 4164963340

Fax 4164973809

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

WILLIAM FRIEDMAN BARRISTER & SOLICITOR

150 Ferrand Drive #802
Toronto
M3C 3E5

2013 01 04

Tel 4164963340

Fax 4164973809

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Provincial Land Transfer Tax \$200.00

Total Paid \$260.00

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LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 41367 - 0007 LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538 GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538 GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1 GODERICH AS IN R194853; SAVE & EXCEPT HWP2187; MUNICIPALITY OF CENTRAL HURON

BY: LAKE HURON SHORES A2A DEVELOPMENTS INC,

TO: TEO, BEE KEOW

Tenants In Common 4/870

1. TEO, BEE KEOW

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☒ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	40,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	40,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	40,000.00

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 22 Registration No. HC89670 Date: 2013/01/04

B. Property(s): PIN 41367 - 0007 Address 34736 DECHERT ROAD
GODERICH Assessment Roll No -

C. Address for Service: BLK 411 YISHUN RING ROAD
#09-1815 SINGAPORE 2776

D. (i) Last Conveyance(s): PIN 41367 - 0007 Registration No. HC89669
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

E. Tax Statements Prepared By: Andrea Christine Rossanese
150 Ferrand Drive #802
Toronto M3C 3E5

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FRIEDMAN & ASSOCIATES
Barristers & Solicitors

William Friedman, B.A., B.C.L., LL.B.
Direct Line: (416) 496-3340
Direct Fax: (416) 497-3809
E-mail: wf@legalpro.ca

January 16, 2013

TEO, BEE KEOW
BLK 411
YISHUN RING ROAD #09-1815
SINGAPORE 2776

Dear Madam/Sir:

Re: LT 4 PL 538 GODERICH; LT 10 PL 538 GODERICH; PT OLD RAILWAY PART PL 538 GODERICH; PT LT 3 PL 538 GODERICH; PT LT 5 PL 538 GODERICH; PT LT 8 PL 538 GODERICH; PT LT 9 PL 538 GODERICH; PT LT 11 PL 538 GODERICH; PT LT 5 CON 1 GODERICH AS IN R194853; SAVE & EXCEPT HWP2187; MUNICIPALITY OF CENTRAL HURON [PIN 41367-0007 (LT)] (the "Property") and your purchase of 4 undivided fractional interest (s) (the "Purchased Property") out of 870 total undivided fractional interest in the Property

We have been retained by LAKE HURON SHORES A2A DEVELOPMENTS INC. (the "Vendor"), in connection with the giving of a title opinion to you as the Purchaser of the Purchased Property.

For the purpose of this opinion, we have examined the title to the Property as disclosed by the records of the Land Registry Office for the Land Titles Division of Huron (the "LRO"), conducted necessary investigations as to the existence of prior corporate owners of all or part of the Property as disclosed by the records of the LRO in order to confirm the existence of each corporation during their respective period of ownership, conducted searches to ascertain any writs of execution or certificates of lien filed against the Vendor. In addition, we have made such other searches, enquiries and investigations as we considered necessary and relevant for the purposes of our title opinion having regard to the nature and location of the Property. We have also made such investigations of title to the lands abutting the Property as we determined are required to confirm compliance with Section 50 of the Planning Act (Ontario).

We have obtained and relied upon statutory declarations and certificates where appropriate and have considered applicable questions of law. We have assumed with respect to documents examined by us, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to authentic originals of all documents submitted to us as photocopies, facsimile, certified, conformed or notarial copies. We have also assumed the accuracy and currency of the indices and filing systems maintained at any public offices where

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we have conducted searches or made enquiries or caused such searches or enquiries to be conducted or made.

We are solicitors qualified to carry on the practice of law in the Province of Ontario. The opinion expressed extends only to the laws of the Province of Ontario and the federal laws of Canada applicable therein in force as of the date of this opinion.

OPINIONS

Based upon and subject to the foregoing, we are of the opinion that, as at 11:43 a.m. (Eastern Standard Time), on January 4, 2013:

1. The Purchaser is the registered owner in fee simple of the Purchased Property, holding good and marketable title thereto and the Purchaser's title is free from any mortgages and is also free of any other encumbrances, or liens, including any outstanding writs of execution that affect title to the Property, other than those liens, encumbrances, exceptions and qualifications to title set out in Schedule A attached.
2. There are no other existing mortgages, charges liens or other encumbrances affecting the Property.

Notwithstanding that our fee for this opinion will be paid by the Vendor, and that we act for the Vendor in this transaction, we acknowledge that the Purchaser is relying upon this opinion and the opinions expressed herein for the purpose of confirming that you, the Purchaser have good and marketable title to the Purchased Property. Although this opinion may be relied upon by the Purchaser, it may not be relied upon or quoted, in whole or in part, by any other person or entity for any other purpose without our prior written consent.

Yours truly,


William Friedman

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SCHEDULE "A"
ENCUMBRANCES/QUALIFICATIONS

PART I – General Qualifications

1. Any lien for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates. No tax certificate has been obtained in connection with this opinion.
2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
3. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
4. The following exceptions and qualification contained in section 44(1) of the *Land Titles Act*: paragraph 7, 8, 9, 10, 12 and 14.

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COMMERCIAL OWNER POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE[®]
GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risk 10, after the Closing Date, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, registered, published, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law;
 - (vii) a defective judicial or administrative proceeding; or
 - (viii) a violation of the provisions of a provincial or territorial law which restricts the subdivision of land.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority or public utility due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.

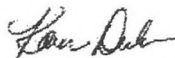
STEWART TITLE[®]
GUARANTY COMPANY


Chairman of the Board




President

Authorized Countersignature:



Stewart Title Guaranty Company
Toronto, Ontario, Canada

Part of
Guarantee
Form 60.

O-7761 77293

May 2, 2009

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5. The violation or enforcement of any law, bylaw, code, notice, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land; or
 - (c) the subdivision of land

if a notice, describing any part of the Land, is registered in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is registered in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of rights of expropriation if a notice of the exercise, describing any part of the Land, is registered in the Public Records.
8. Any expropriation by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal, provincial or territorial bankruptcy or insolvency, or similar creditors' rights laws.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 (unless the Insured agreed to be responsible for them) that has been created or attached or has been filed or registered in the Public Records subsequent to the Closing Date and prior to the date and time of registration of the transfer/deed in the Public Records, or by reason of the Insured, for reasons beyond its control and despite its best efforts, being prevented from effecting registration of its interest in the Land, provided the title search is brought up to date as of the Closing Date and the Insured is making reasonable efforts to effect registration with a minimum delay.

The Company will also pay the costs, legal fees, and expenses incurred in defence of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, legal fees, or expenses that arise by reason of:

1. (a) Any law, bylaw, order, notice, code, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental concerns or matters of any kind, including but not limited to any legislation with respect to waste water management including sewage ejector systems;

or the effect of any violation of these laws, bylaws, orders, notices, codes, ordinances, permit, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risks 2(a)(viii) or 5.
- (b) Any governmental power not excluded by 1(a) above. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of expropriation. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not registered in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal, provincial or territorial bankruptcy or insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer.
5. Any lien on the Title for real estate taxes or assessments and/or water, hydro, gas or sewer charges imposed by governmental authority and created or attaching between the Closing Date and the date and time of registration or recording of the transfer/deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. Any matters disclosed in the agreement of purchase and sale/purchase contract and/or any written report/documentation obtained by the Insured prior to the Date of Policy relating to the physical condition of the improvements on the Land.

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) (i) "Closing Date": Date on which a transfer/deed in an executed, registrable form is provided by the vendor to the purchaser in return for the funds required to complete the purchase of the Land.
(ii) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by change of name, dissolution, amalgamation, plan of arrangement, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) partners in the Insured or any Entity in which any partner(s) is a participant, joint venturer or shareholder if such transfer is without valuable consideration;
 - (E) shareholders of a corporation which is a partner(s) in the Insured in the event that such partners distribute the Land to such shareholders;
 - (F) a grantee of an Insured under a transfer/deed delivered without payment of actual valuable consideration conveying the Title:
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;
 - (2) if the grantee wholly owns the named Insured;
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity; or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), (D), (E), and (F) reserving, however, all rights and defences as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, charge, trust deed, hypothec, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established and maintained by legislation of the province and territory in which the Land is situated for the registration of interests in Title.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favour of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENCE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defence of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defence of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defence as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defence of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defence in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, cheques, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, legal fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. (In addition, the Company will pay any costs, legal fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, legal fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
 - (i) the Amount of Insurance;
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

KW

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, legal fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, legal fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, legal fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the Insured may request arbitration in accordance with the legislation of the province or territory in which the Land is situated. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy shall be binding upon the parties. The award may include legal fees. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the province or territory in which the Land is situated shall apply to an arbitration under this policy.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a provincial, territorial or federal court within the Canada having appropriate jurisdiction.

18. NOTICES, WHERE SENT

All notices required to be given to the Company and any statement in writing required to be furnished to the Company shall include the number of this policy and shall be addressed to the Company at Royal Bank Plaza, North Tower, 200 Bay Street, Suite 2200, Toronto, Ontario, Canada, M5J 2J2.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Stewart Title Guaranty Company's insurance business in Canada.

**STEWART TITLE GUARANTY COMPANY
COMMERCIAL TITLE INSURANCE POLICY
SCHEDULE A**

File No. S-1009303

Lawyer File No.

EC No. N/A

Royal Bank Plaza, North Tower

200 Bay Street, Suite 2200

Toronto, ON M5J 2J2

416-307-3300

888-667-5151

416-307-3305 fax

Owner Form

Policy Number: O-7761 77293

Date of Policy: August 5, 2011

1. Name of Insured:

2274214 ONTARIO LTD.

2. The estate or interest in land which is covered by this policy:

Fee Simple

3. Title to the estate or interest the land is vested in:

2274214 ONTARIO LTD.

4. The land referred to in this Policy is described as follows (including all easements and rights of way benefiting the subject property):

Municipal Address: 34736 Dechert Road, Central Huron, ON

Legal Description: Lot 4, Plan 538 Goderich; Lot 10, Plan 538 Goderich; Part Old Railway Part, Plan 538 Goderich; Part Lot 3, Plan 538 Goderich; Part Lot 5, Plan 538 Goderich; Part Lot 8, Plan 538 Goderich; Part Lot 9, Plan 538 Goderich; Part Lot 11, Plan 538 Goderich; Part Lot 5, Concession 1 Goderich as in R194853; Save and except HWP2187 Municipality of Central Huron

This Policy valid only if Schedule B is attached

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**STEWART TITLE GUARANTY COMPANY
COMMERCIAL TITLE INSURANCE POLICY
SCHEDULE B**

File No. S-1009303
Lawyer File No.
EC No. N/A

Royal Bank Plaza, North Tower
200 Bay Street, Suite 2200
Toronto, ON M5J 2J2
416-307-3300
888-667-5151
416-307-3305 fax

Policy Number: O-7761 77293

This policy does not insure against loss or damage (and the Company will not pay costs, legal fees, or expenses) which arise by reason of:

1. Reservations, exceptions, limitations, provisos, restrictions and exceptions contained in the letters patent or the original grant from the crown, unpatented mining claims, environmental concerns or matters of any kind, and any native or aboriginal claim affecting the Land.
2. Taxes, assessments, levies or betterment charges, and associated interest and penalties which are not shown as existing liens by the records of any governmental taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Existing liens not shown by the Public Records.
4. Any active leases registered on Title and/or any active unregistered leases, terms contained therein, and amendments thereto.

5. By-Law(s) registered as Instrument Number(s) R45223.

The Company insures the Insured against loss or damage sustained by reason of any violations on the Land of any enforceable terms, covenants or conditions contained within the above-referenced Instrument Number(s), up to the Policy Date.

6. Outstanding taxes plus applicable penalties and interest.

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ENDORSEMENT TO TITLE POLICY

Attached to and forming part of O-7761 77293

Charge \$Nil

ISSUED BY

STEWART TITLE[®]
GUARANTY COMPANY
HEREIN CALLED THE COMPANY

COMMERCIAL OWNER ENDORSEMENT

THE ABOVE POLICY IS HEREBY AMENDED AS FOLLOWS:

1. Addition of the following as a Covered Risk:

Any outstanding municipal building department work orders against the Land.

2. Addition of the following as a Covered Risk:

You are forced by the appropriate local government office to remove or remedy your existing building or improvements (other than a boundary wall or fence), or any portion thereof, because of the failure of any portion of it to have been constructed with a valid building permit from the appropriate local government issuing office or because of the failure to obtain an occupancy certificate from the appropriate local government issuing office, provided that a building permit and/or occupancy certificate would have been required by such office at time of construction or completion of the building or improvements.

3. CONTINUATION OF COVERAGE

Deleting the last sentence in clause 2 of the Conditions "CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE" and substituting the following in lieu thereof:

This policy shall continue in force in favour of a spouse or child of the Insured who receives the Insured's Title by way of a transfer where the transfer is for nominal consideration only, and in favour of a successor or assignee of a purchase money Mortgage originally given by a purchaser from the Insured, but shall not continue in force in favour of any purchaser from the Insured of an estate or interest in the Land other than set out above.

This Endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, this Endorsement neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and prior endorsements, nor does it increase the face amount thereof. Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature, dated 11th August 2011.


Chairman of the Board




President

Authorized Countersignature:



Stewart Title Guaranty Company
Toronto, Ontario, Canada

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4. Addition of the following as a subparagraph of Schedule B:

Any contravention of legislation respecting rent control, any active leases, terms contained therein and amendments thereto, any matters related to tenancies or occupancy, any present and future loss in rental income, any rental deposits and interest thereon, any necessary eviction procedures, any non compliance with governmental requirements respecting fire prevention and retrofit issues.

Nothing herein provides coverage for conservation or environmental matters as described in exclusion 1(a) of the policy jacket.

This Endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, this Endorsement neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and prior endorsements, nor does it increase the face amount thereof. Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature, dated 11th August 2011.


Chairman of the Board




President

Authorized Countersignature:



Stewart Title Guaranty Company
Toronto, Ontario, Canada

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ENDORSEMENT TO TITLE POLICY

Attached to and forming part of O-7761 77293

Charge \$Nil

ISSUED BY

STEWART TITLE[®]
GUARANTY COMPANY
HEREIN CALLED THE COMPANY

CANADA COMMERCIAL SURVEY ENDORSEMENT

The Company hereby insures the Insured against loss or damage by reason of any violation, variation, encroachment or adverse circumstance affecting the title that is or would have been disclosed by an accurate survey, including violation of any building setback requirements of any applicable zoning by-law.

The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.

This endorsement does not provide coverage for removal or reconstruction of boundary walls or fences.

This Endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated herein, this Endorsement neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and prior endorsements, nor does it increase the face amount thereof. Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature, dated 11th August 2011.


Chairman of the Board




President

Authorized Countersignature:



Stewart Title Guaranty Company
Toronto, Ontario, Canada

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ENDORSEMENT TO TITLE POLICY
Attached to and forming part of Policy No. O-7761 77293

Charge \$Nil
05/06/2008 - Owner

ISSUED BY

STEWART TITLE
GUARANTY COMPANY
HEREIN CALLED THE COMPANY

ZONING ENDORSEMENT 3.11 (CONSTRUCTION/VACANT LAND)

The Company hereby insures the Insured against loss or damage sustained or incurred by the Insured by reason of the failure of the use of the Land, at the Date of Policy to be a permitted use under applicable zoning by-laws.

There shall be no liability under this endorsement based on:

- (a) lack of compliance with any conditions, restrictions, or requirements contained in the zoning by-law, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses; and
- (b) the invalidity of the zoning by-law until after a final judgment or order of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit use or uses.

Loss or damage as to the matters insured against by this endorsement shall include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This Endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, this Endorsement neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and prior endorsements, nor does it increase the face amount thereof. Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature, dated 11 August, 2011.


Chairman of the Board




President

Countersigned:

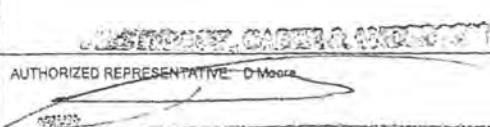


Authorized Countersignature

Stewart Title Guaranty Company
Company

Toronto, Ontario, Canada
City, Province

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CERTIFICATE OF LIABILITY INSURANCE				Issue Date (mm/dd/yy) 02-06-2012			
PRODUCER FIRSTBROOK CASSIE & ANDERSON LTD. 1867 Yonge Street #300, Toronto M4S 1Y5			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Lake Huron Shores – A2A Developments Inc. 250 Ferrand Drive, Suite 888 Toronto, ON M3C 3G8			COMPANIES AFFORDING COVERAGE COMPANY A Intact Insurance Company COMPANY B COMPANY C COMPANY D COMPANY E				
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO. LTR	TYPE OF INSURANCE	POLICY #	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (In \$CDN)		
A	GENERAL LIABILITY	501278560	12:01 am	12:01 am	General Aggregate	5,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		02/25/12	02/25/13	Products-Comp/Ops Aggregate	5,000,000	
	<input checked="" type="checkbox"/> Occurrence Form				Personal Injury	5,000,000	
	<input type="checkbox"/> Claims Made Form				Each Occurrence	5,000,000	
	Gen'l Aggregate Applies per:				Tenants Legal Liability	100,000	
	<input checked="" type="checkbox"/> Policy		<input type="checkbox"/> Project	<input type="checkbox"/> Loc	Medical Expense (Any one person)	10,000	
					Non-Owned Automobile	5,000,000	
					Combined Single Limit		
					Bodily Injury (per person)		
					Bodily Injury (per accident)		
	AUTOMOBILE LIABILITY				Property Damage (Per Accident)		
	<input type="checkbox"/> Any Auto				Auto Only - Ea Accident		
	<input type="checkbox"/> All Owned Autos				Other than Ea. Acc.		
	<input type="checkbox"/> Scheduled Autos				Auto Only: Agg.		
	<input type="checkbox"/> Hired autos				Each Occurrence		
	GARAGE LIABILITY				Aggregate		
	<input type="checkbox"/> Any Auto						
	EXCESS/UMBRELLA LIABILITY						
	<input type="checkbox"/> Occur. <input type="checkbox"/> Claims Made						
	<input type="checkbox"/> Deductible						
	<input type="checkbox"/> Retention \$						
	OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: Operations Usual To The Named Insured Lake Huron Shores - A2A Development Inc. and other A.T.I.M.A.							
Confirmation Of Insurance							
To Whom It May Concern:			 AUTHORIZED REPRESENTATIVE - D. Moore				


KW

A2A

www.a2a.asia

KW

This is **Exhibit "B"** to the Affidavit of
Bee Keow Teo, sworn this 1 day of
June, 2025



A Commissioner for Oaths / Notary Public
In And For Alberta

KAMRYN WIEST
Student-At-Law
Commissioner for Oaths in and for Alberta





DA: 27 NOVEMBER 2024

TO: ALL CO-OWNERS OF LAKE HURON SHORES (the "PROPERTY")

RE: EXIT OFFER FOR THE PROPERTY

The Facilitator of Lake Huron Shores Inc. is pleased to announce that another offer to purchase the property was received. **The details of the offer have been verified and are now ready to be presented to the Co-owners of Lake Huron Shores.**

As provided for in the Deed, all Co-owners of the property have to pass a Special Resolution to accept this offer. A "Special Resolution" means, a resolution approved by more than 66.6% of votes cast by email or proxy or any written resolution signed in one or more counterparts by Co-owners holding more than 66.6% of the Undivided Fractional Interest(s) in the property.

Therefore, the Facilitator calls for a Special Resolution to be passed through a written resolution. The following documents are included in this correspondence to expedite the Special Resolution required to accept or reject this exit offer:

1. **Overview of the Exit Offer** - this document provides the details of the offer received by the Facilitator for the consideration of all Co-owners.
2. **Form of Proxy** - Co-owners who wish to participate in the vote to pass the Special Resolution to accept or reject this offer are REQUIRED to fill in and sign this form and return it to the Facilitator via e-mail on or before the deadline.
3. **Direction to Pay** - should a Special Resolution pass, Co-owners are required to fill and sign this form to enable the Facilitator to send the sale proceeds to the correct bank account of each Co-owner. This will hasten the disbursement process by cutting away the need for multiple correspondences. It is of utmost importance that you read the documents thoroughly as you consider the Exit Offer for the property. Once you have made a decision, fill in your vote and sign and return the attached FORM OF PROXY.

You have to return the following documents to the FACILITATOR via e-mail to lakehuronshores@a2aglobal.com on or before 23 December 2024:

- (1) **EXECUTED AND SIGNED FORM OF PROXY; and**
- (2) **DIRECTION TO PAY**


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Please ensure to return your Proxy Form before the set date to ensure that your vote will count towards the resolution.

Should you need clarification regarding this exit offer or the process of obtaining a Special Resolution, you may send it to the email address provided above.

Your cooperation is greatly appreciated.

Yours sincerely
Lake Huron Shores A2A Developments Inc.

A handwritten signature in black ink, appearing to read 'Dirk Foo', with a horizontal line drawn through the middle of the signature.

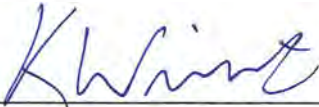
Dirk Foo
Facilitator

KW

CERTIFICATE OF COMMISSIONER FOR OATHS

The undersigned Commissioner of Oaths certifies that the enclosed Affidavit was declared utilizing video technology following the process described in the Court of King's Bench of Alberta Notice to the Profession and Public *RE: Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic* dated March 25, 2020 for remote commissioning of affidavits. The undersigned is satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent of the affidavit and the undersigned commissioner to be physically present together.

DATED at Calgary, Alberta on this 7th day of June, 2025.



Commissioner for Oaths in and for the
Province of Alberta

KAMRYN WIEST
Student-At-Law
A Commissioner for Oaths in and for Alberta