

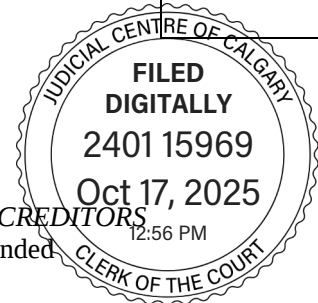
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COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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



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

DOCUMENT **EIGHTH REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

October 17, 2025

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

MONITOR

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ALVAREZ & MARSAL

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INTRODUCTION

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

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

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

- i. First – a charge in favour of the Monitor, its legal counsel, Canadian Rep Counsel and Offshore Rep Counsel (the "**Prioritized Administration Charge**") to a maximum amount of \$250,000; and
 - ii. Second – a charge in favour of Pillar in respect of the Interim Financing to a maximum amount of \$500,000 (the "**Initial Interim Lender's Charge**"); and
 - g) authorized the Monitor to act as "Foreign Representative" of the A2A Group, in order to apply for a Temporary Restraining Order in the US and subsequently apply to commence ancillary insolvency proceedings under chapter 15 of Title 11 of the US Bankruptcy Code (the "**Chapter 15 Proceeding**") in the US Bankruptcy Court for the Northern District of Texas (the "**US Bankruptcy Court**").
6. The Initial Order, along with the application materials and all other documents filed in the CCAA Proceedings, are posted on the Monitor's website at: www.alvarezandmarsal.com/A2A (the "**Monitor's Website**").
7. Capitalized terms not otherwise defined in this Eighth Report (the "**Eighth Report**") are as defined in the ARIO, the Monitor's Previous Reports¹, or such other materials filed by the Applicant Investors in support of the Initial Order.

¹ The Monitor's Previous Reports include the Pre-Filing Report of the Monitor dated November 13, 2024 (the "**Pre-Filing Report**"), the Monitor's First Report dated November 20, 2024 (the "**First Report**"), the First Supplement to the First Report dated November 22, 2024 (the "**First Supplement to the First Report**"), the Second Supplement to the First Report dated November 25, 2024 (the "**Second Supplement to the First Report**"), the Monitor's Second Report dated November 28, 2024 (the "**Second Report**"), the Monitor's Third Report dated December 13, 2024 (the "**Third Report**"), the First Supplement to the Third Report of the Monitor dated December 17, 2024 (the "**First Supplement to the Third Report**"), the Monitor's Fourth Report dated February 19, 2025 (the "**Fourth Report**"), the First Supplement to the Fourth Report of the Monitor dated February 24, 2025 (the "**First Supplement to the Fourth Report**"), the Monitor's Fifth Report dated April 7, 2025 (the "**Fifth Report**") the First Supplement to the Fifth Report of the Monitor dated April 14, 2025 (the "**First Supplement to the Fifth Report**"), the Sixth Report of the Monitor dated June 10, 2025 (the "**Sixth Report**"), the Seventh Report of the Monitor dated July 21, 2025 (the "**Seventh Report**") and the First Supplement to the Seventh Report dated September 15, 2025 (the "**First Supplement of the Seventh Report**").

8. During the Comeback Application, the Court granted an order extending the Stay Period to November 26, 2024. On November 25, 2024, the Court issued an amended and restated initial order (the "**ARIO**") which provided for, among other things, an extension of the Stay Period up to and including December 18, 2024.
9. On November 29, 2024, the Monitor appeared before this Honourable Court (the "**November 29 Hearing**") to make an application requesting an order (the "**November 29 Order**") granting an increase to the Initial Interim Lender's Charge from \$500,000 to \$1,250,000 plus the amount of all interest, fees and expenses in respect of the principal amount advanced with respect to the Interim Financing (the "**Current Interim Lender's Charge**"). The November 29 Order was granted.
10. On December 16, 2024, counsel to the US LLC Debtors and counsel to the Canadian Debtors served an application returnable December 20, 2024, seeking an order to extend the time to appeal the Initial Order (the "**Appeal Time Extension Application**").
11. On December 18, 2024, the Court issued an order which extended the Stay Period up to and including December 20, 2024.
12. On December 23, 2024, the Court provided Reasons for Decision (the "**December Reasons**"), which dismissed the Appeal Time Extension Application.
13. On December 20, 2024, the Monitor appeared before this Honourable Court (the "**December 20 Hearing**") to make an application requesting an order (the "**December 20 Order**") granting an increase to the administration charge from \$250,000 to \$1,000,000 (an increase of \$750,000 subordinate to the Current Interim Lender's Charge), approving the fees of the Monitor and Monitor's Counsel, as defined and set out in the Third Report and extending the Stay Period up to and including January 17, 2025. The December 20 Order was granted, but adjourned certain relief under the Comeback Application to a hearing set in January 2025 (collectively, the "**January Hearing**").

14. On January 17, 2025, at the January Hearing, the Court issued an order which, among other things, extended the Stay Period up to and including February 14, 2025.
15. On January 29, 2025, the Court provided Reasons for its Decision (the "**January Reasons**"), which, among other things:
 - a) dismissed the A2A Group application to set aside the Initial Order and ARIO and confirmed the CCAA proceedings to be appropriate; and
 - b) directed the Monitor to provide, within 21 days from the date of the January Reasons, "a plan for gaining control of the Windridge lands and the proceeds of the sales of the Windridge lands and Fossil Creek lands to the Court." (the "**Texas Plan**").
16. On February 11, 2025, the Court granted an order extending the Stay Period to March 4, 2025. The Stay Period was subsequently extended to March 7, 2025.
17. On March 5, 2025, the Court granted an order, among other things:
 - a) approving the Texas Plan;
 - b) extending the Stay Period to April 30, 2025;
 - c) granting an increase to the administration charge from \$1,000,000 to \$2,500,000, with the following relative priorities:
 - i. First – the Prioritized Administration Charge, to a maximum amount of \$250,000;
 - ii. Second – the Current Interim Lender's Charge to a maximum amount of \$1,250,000 plus the amount of all interest, fees and expenses in respect of the principal amount advanced with respect to the Interim Financing; and

- iii. Third – a subordinated administration charge, to a maximum of \$2,250,000 ("**Current Subordinated Administration Charge**"); and
 - d) approving the fees of the Monitor and Monitor's Counsel, as defined and set out in the First Supplement to the Fourth Report.
- 18. On April 16, 2025, the Court granted an order, among other things:
 - a) approving a sale process for the Angus Manor Lands (the "**Angus Manor Sale Process**");
 - b) extending the Stay Period to June 30, 2025;
 - c) approving the fees of the Monitor and Monitor's Counsel, as defined and set out in the Fifth Report; and
 - d) approving the actions, conduct and activities of the Monitor set out in the Pre-Filing Report, the First Report, the First Supplement to the First Report, the Second Supplement to the First Report, the Second Report, the Third Report, the First Supplement to the Third Report, the Fourth Report, the First Supplement to the Fourth Report and the Fifth Report.
- 19. On June 19, 2025, the Court granted orders, among other things:
 - a) extending the Stay Period to August 29, 2025;
 - b) approving the fees of the Monitor and Monitor's Counsel, as defined and set out in the Sixth Report;
 - c) approving the actions, conduct and activities of the Monitor set out in the First Supplement to the Fifth Report and the Sixth Report; and
 - d) appointing a committee of three Canadian Representatives to act as a committee in consultation with Canadian Rep Counsel.
- 20. On July 29, 2025, the Monitor appeared before this Honourable Court (the "**July 29 Hearing**") to make an application requesting an order to:

- a) add Wingham Creek A2A Developments Inc. ("**Wingham Developments**"), Lake Huron Shores A2A Developments Inc. ("**LHS Developments**"), and Meaford A2A Developments Inc. ("**Meaford Developments**") as respondents in these CCAA Proceedings, declare all prior orders made in the within CCAA Proceedings shall apply to Wingham Developments, LHS Developments and Meaford Developments) (the "**Additional Project Entities**") as of the date hereof, and amend the style of cause accordingly;
- b) declare that the Additional Project Entities shall be granted all the rights and protections afforded to the other Debtor Companies by the ARIO;
- c) declare that all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated including the proceeds thereof of the Additional Project Entities including, without limitation, the Wingham Lands, LHS Lands and Meaford Lands (the "**Additional Project Entities' Property**") is "Property" pursuant to paragraph 11 of the ARIO;
- d) declare that the authority and power granted to the Monitor in respect of the Additional Project Entities shall be the same as the authority and power granted to the Monitor pursuant to paragraphs 38 and 39 of the ARIO in respect of the other Debtor Companies including, without limitation, the power to register a copy of this Order and any other Order granted in the within CCAA Proceedings in respect of the Property against title to any of the Additional Project Entities' Property;
- e) declare that the Charges (as defined in the ARIO) shall each constitute a charge on the Additional Project Entities' Property with such priorities and protections as provided to the Charges set out in paragraphs 57 and 59 of the ARIO, and any further order granted in the within CCAA Proceedings or to be granted by this Court from time to time;

- f) declare that the non-Canadian investors in the Additional Projects are "Offshore Investors" pursuant to paragraph 28 of the ARIO and appointing Norton Rose Fulbright Canada LLP as counsel to all non-Canadian investors in Wingham Creek ("**Wingham**"), Lake Huron Shores ("**LHS**") and Meaford Highlands Resort ("**Meaford**" and together with Wingham and LHS, the "**Additional Projects**") in the CCAA Proceedings; and
 - g) extend the stay of proceedings to October 31, 2025.
- 21. At the July 29 Hearing, the Court issued an order which extended the Stay Period up to and including October 31, 2025 (the "**July 29 Order**"). The remainder of the relief sought at the July 29 Hearing was adjourned to September 26, 2025 (the "**Adjourned Application**").
- 22. At the conclusion of the Adjourned Application, the Court reserved their decision. Such decision has not yet been released.

Appeals

- 23. The following applications for permission to appeal were heard on March 6, 2025:
 - a) US LLCs' application for permission to appeal the December Reasons (File No. 2501-0019AC);
 - b) US LLCs' application for permission to appeal the Initial Order (File No. 2401-0353AC);
 - c) US LLCs' application for permission to appeal the ARIO (File No. 2401-0352AC);
 - d) Windridge GP and Fossil GP's application for permission to appeal the ARIO (File No. 2401-0350AC);
 - e) US LLCs' application for permission to appeal the January Reason (File No. 2501-0350AC); and

- f) Windridge GP and Fossil GP's application for permission to appeal the January Reasons (File No. 2501-0353AC).

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

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

- a) Did the supervising justice err in concluding that the Canadian investors came within the scope of the CCAA, and that the use of the CCAA in these circumstances was proper either in the decision reported at 2025 ABKB 51 or in the earlier unreported decision on November 25, 2024?
- b) Did the supervising justice err in concluding that entities within the A2A Group, including the Windridge and Fossil Creek Groups and the US LLCs, were subject to the CCAA in his decision reported at 2025 ABKB 51, or in the earlier unreported decision on November 25, 2024?

(the "**Appeals**");

the Applicants' remaining Appeal Applications were dismissed.

- 25. The Appeals were heard in the Alberta Court of Appeal on September 8, 2025. The Alberta Court of Appeal's decision is reserved and has yet to be released.
- 26. These CCAA Proceedings will continue with respect to A2A CSC, Serene Canada, A2A Developments, Angus GP, Angus Manor Developments, Angus Manor Capital, and Angus Manor GP regardless of the outcome of the Appeals.

PURPOSE

- 27. The purpose of this Eighth Report is to provide information to this Honourable Court in respect of the following:
 - a) the activities of the Monitor since the filing of the Seventh Report, including an update on the implementation of the Texas Plan;

- b) the actual cash flow results compared to the cash flow forecast updated in the Seventh Report;
- c) an updated cash flow forecast through to January 30, 2026 (the **"Updated CF Forecast"**);
- d) the Monitor's request to increase the amount of the Current Interim Lender's Charge and Current Subordinated Administration Charge;
- e) the Monitor's request for approval of the conduct of the Monitor as set out in the Seventh Report, First Supplement to the Seventh Report and this Eighth Report; and
- f) the Monitor's request to extend the stay of proceedings to January 30, 2026.

28. This Eighth Report should be read in conjunction with the materials filed in the CCAA Proceedings.

TERMS OF REFERENCE AND DISCLAIMER

29. As at the date of this Eighth Report, a significant amount of the Requested Information (as defined in the ARIIO) has not been provided by the Debtor Companies to the Monitor. As such, the Monitor has provided observations and views to the best of its ability with the information that was provided.

30. In preparing this Eighth Report, A&M, in its capacity as the Monitor, has been provided with and has relied upon unaudited financial information and the books and records prepared by the A2A Group and has held discussions with certain members of the A2A Group's management and their respective counsel and certain directors. Except as otherwise described in this Eighth Report, in respect of the Debtor Companies' cash flow forecast:

- a) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the

accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the Chartered Professional Accountants Canada Handbook (the "**CPA Handbook**") and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and

- b) some of the information referred to in this Eighth Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

- 31. Future-oriented financial information referred to in this Eighth Report was prepared based on the Monitor's estimates and assumptions considering the Information available to the Monitor. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
- 32. Unless otherwise stated, all monetary amounts contained in this Eighth Report are expressed in Canadian dollars.

ACTIVITIES OF THE MONITOR

- 33. Since the filing of the Seventh Report, the Monitor's activities to date have included the following:
 - a) attending the Court hearings on July 29, 2025 and September 26, 2025;
 - b) attending the Alberta Court of Appeal hearing on September 8, 2025;
 - c) preparing and filing the First Supplement of the Seventh Report and this Eighth Report;
 - d) engaging with Cassels Brock & Blackwell LLP ("**Cassels**"), the Monitor's Canadian counsel, and Reed Smith LLP ("**Reed Smith**"), the

Monitor's US counsel (collectively, the "**Monitor's Counsel**"), Representative Counsel and the Monitor's consultants Azimuth Risk Management Inc. (the "**Assistants**") regarding various matters pertaining to these CCAA Proceedings;

- e) conducting meetings and communication with Pillar Capital Corp., the Interim Lender;
- f) communicating with Canadian Rep Counsel and Offshore Rep Counsel for the purposes of providing updates regarding the provision of information by the A2A Group;
- g) conducting various meetings and email communication with Colliers Macaulay Nicolls Inc., Brokerage ("**Colliers**") as real estate broker regarding the Angus Manor Sale Process;
- h) conducting various meetings with Cassels, Reed Smith and Representative Counsel regarding the Chapter 11 Proceeding (defined and discussed below); and
- i) reviewing various investor communications.

34. As at the date of this Report, the Monitor has received no response from Miles Davison LLP or Bennett Jones LLP, in regard to the Investor Communication Request Letter (as defined in the Seventh Report). The Monitor's Investor Communication Request Letter requests that Canadian Debtors' counsel (Miles Davison LLP) and US LLCs' counsel (Bennett Jones LLP) request that their clients issue correspondence to all Offshore Investors at their current contact information, advising them initiation and status of the CCAA Proceedings, and to advise the Monitor once such correspondence has been issued.

US CHAPTER 15 PROCEEDINGS

35. On November 20, 2024, in accordance with the ARIO, the Monitor's US Counsel sought from the US Bankruptcy Court, amongst other things, a preliminary

injunction and temporary restraining order, recognizing the Initial Order on a preliminary basis and granting interim recognition of the Monitor as "Foreign Representative".

36. On December 20, 2024, the US Bankruptcy Court entered a final order granting recognition to a foreign main proceedings and additional relief granting recognition of the Monitor as "Foreign Representative".

US CHAPTER 11 PROCEEDINGS UPDATE

37. On March 17, 2025, the US LLCs each filed voluntary petitions for relief under chapter 11 of Title 11 of the US Bankruptcy Code (the "**Chapter 11 Cases**") in the US Bankruptcy Court. The Chapter 11 Cases are not jointly administered. On the same day, the US LLCs each filed a Motion for Entry of an Order (i) Confirming the Automatic Stay Applied to All Assets of the Debtors Wherever Located; (ii) Extending the Automatic Stay to Debtor Property Held in the Name of Nondebtor Entities, or (iii) in the Alternative Imposing the Automatic Stay to Debtor Property Held in the Name of Nondebtors (the "**Motion**").
38. On April 4, 2025, counsel for the Hills of Windridge, LP and Trails of Fossil Creek Properties, LP filed an objection to the Motion. An evidentiary hearing with respect to the Motion was heard on June 3, 2025 (the "**Motion Hearing**") in the US Bankruptcy Court in the Northern District of Texas. The Monitor appeared and provided sworn testimony remotely via Webex at the Motion Hearing.
39. On June 5, 2025, the US Bankruptcy Court issued an oral ruling (the "**Motion Dismissal**") denying the relief requested in the Motion without prejudice to the Monitor's ability to take any action that it may deem appropriate or necessary upon further investigation into ownership of the Texas Lands and the proceeds of the Fossil Creek Sale and the Water District Sale. A copy of the Transcript of the Motion Dismissal is attached hereto and marked as **Appendix "B"**.
40. On August 8, 2025 the Monitor's US Counsel issued Notices of Examination for Production of Documents pursuant to Rule 2004 of the Federal Rules of Bankruptcy

Procedure and Rule 2004-1 of the Local Rules of Bankruptcy Procedure requesting a response by no later than September 5, 2025 to the following respondents:

- a) Bloomfield Homes LP;
- b) Tarrant Regional Water District;
- c) Secured Title;
- d) Hills of Windridge LP; and
- e) Trails of Fossil Creek Properties LP.

(collectively, the "Subpoena Respondents").

41. The Subpoena Respondents responded to the Monitor's request for production as follows:

- a) Bloomfield Homes LP on September 3, 2025;
- b) Tarrant Regional Water District on September 8, 2025;
- c) Secured Title on September 30, 2025;
- d) Hills of Windridge LP on October 8, 2025; and
- e) Trails of Fossil Creek Properties LP on October 8, 2025.

42. As of the date hereof, the Monitor and Reed Smith continue to review the document production provided by the Subpoena Respondents for the purpose of evaluating claims of the US LLCs against, among others, Trails of Fossil Creek Properties LP and Windridge LP (the "**Defendants**") that may be asserted in a complaint to be filed in each of the Chapter 11 Cases, including claims to avoid any fraudulent transfers of property to the Defendants, claims for declaratory relief regarding lawful title to any such property, and injunctive relief (as appropriate) to preserve the status quo pending adjudication of those claims. Subject to the disposition of the Appeals and the completion of the document review noted above, the Monitor

intends to vigorously pursue the necessary litigation that is the subject of the Texas Plan, whether as originally contemplated or amended.

REGULATORY MATTERS

43. On September 5, 2025, the Monitor received correspondence from The *Autorité des marchés financiers* ("**AMF**"), the securities regulator for the Province of Quebec, advising that Angus Manor Park A2A Capital Corp. was in default under certain reporting obligation (the "**Filing Defaults**") under the applicable securities legislation and regulations (the "**Applicable Securities Law**") and demanding that all Filing Defaults be rectified by September 19, 2025.
44. AMF has indicated that it will issue a cease trade order with respect to the securities issued by Angus Manor Park A2A Capital Corp. as a result of the Filing Defaults.
45. Due to the lack of information and cooperation provided by the management of the Debtor Companies, the Monitor does not know whether any of the other Debtor Companies or Affiliate Entities are reporting issuers that are in default of their reporting obligations pursuant to any Applicable Securities Law or rule of any securities regulator including AMF, the Alberta Securities Commission and the Ontario Securities Commission or any other comparable securities regulator of any province or territory of Canada (the "**Securities Regulators**"). Further, the Monitor is not in possession of sufficient information from the Debtor Companies to comply with such obligations in any event.
46. The Monitor has determined that devoting additional time and cost towards curing the curing the Debtor Companies' public disclosure defaults and rectifying the compliance defaults of all Debtor Companies and Affiliate Entities, including Angus Manor Park A2A Capital Corp., with respect to the Applicable Securities Law is not appropriate nor cost effective at this juncture. Accordingly, the Monitor is seeking the Court's authorization to cease incurring any further related costs in relation to public disclosure.

ANGUS MANOR SALE PROCESS UPDATE

47. Angus Manor consists of 167 acres of agriculturally zoned land over two parcels legally described as follows:
- a) PT LT 28 CON 5 ESSA TWP AS IN R0346115 SECONDLY TOWNSHIP OF ESSA; and
 - b) PT LT 28 CON 5 ESSA TW; PT LT 29 CON 5 ESSA BEING PT 2 51R16117 TOWNSHIP OF ESSA
- (the "**Angus Manor Lands**").
48. The Monitor's sales advisor, Colliers, launched the listing for the Angus Manor Lands without a dollar value on May 2, 2025.
49. Colliers has advised the Monitor that parties have expressed interest in the Angus Manor Lands. As discussed in the Monitor's Previous Reports, in discussion with the Township of Essa, the Monitor has been made aware that a draft Official Plan review is expected to be released in the near term.
50. However, the release date of the draft Official Plan continues to change. In particular, the Township of Essa had previously advised the Monitor it may be released in June 2025, which was then delayed to the late summer, and is now scheduled to occur in early November. On October 14, 2025, Council of the Corporation of the Township of Essa announced they will hold a public meeting on Wednesday, November 5, 2025 at 6:00 p.m. at the Township of Essa Administration Centre, to consider an Official Plan Amendment and Zoning By-law Amendment under the *Planning Act*, RSO 1990, c P-13.
51. The release of the draft Official Plan Amendment and Zoning By-law Amendment may indicate that the zoning of the Angus Manor Lands could change, which could have a materially positive impact on the potential valuation of such lands. The Monitor will update stakeholders as matters progress.

CASH FLOW RESULTS & VARIANCE EXPLANATIONS

52. In the Seventh Report, the Monitor prepared a weekly cash flow forecast for the 15-week period from July 19, 2025 to October 31, 2025, using the probable and hypothetical assumptions set out in the notes thereto.
53. Actual cash flows incurred for the 12-week period through October 11, 2025 are as follows:

A2A Group 12 Week Cash Flow Forecast Variance <i>unaudited, CDN \$000s (USD amounts translated at 1.39)</i>			
	Forecast	Actual	Variance
Professional Fees	-	-	-
Professional Fee Disbursements	-	(1.4)	(1.4)
Total Disbursements	-	(1.4)	(1.4)
Professional Fees	(429.4)	(565.4)	(136.0)
Professional Fee Disbursements	(12.8)	(5.7)	7.1
Sales Tax	(16.3)	(23.7)	(7.4)
Contingency	(45.9)	-	45.9
Total Accrued Disbursements	(504.4)	(594.8)	(90.4)
Net Cash Flow	(504.4)	(596.2)	(91.8)
Opening Cash	50.2	50.2	-
Interim Financing	-	-	-
Administration Charge	504.4	594.8	90.4
Net Cash Flow	(504.4)	(596.2)	(91.8)
Ending Cash	50.2	48.8	(1.4)
Opening Administration Charge Allocated (Accrued)	1,574.8	1,578.5	3.7
	504.4	594.8	90.4
Closing Administration Charge	2,079.2	2,173.2	94.0
Opening Interim Financing	(1,250.0)	(1,250.0)	-
Interim Financing Funded	-	-	-
Interim Financing Fees	-	-	-
Interest Reserve & Fee Holdback	-	-	-
Closing Interim Financing	(1,250.0)	(1,250.0)	-

54. Accruals for professional fees and related expenses were higher than forecast as professional fee incurred were higher as a result, among other things, preparation

for and attendance at the Appeals and the attending to the litigation schedule in relation to the Adjourned Application. The increase in professional fees was partially offset by the contingency (which was the purpose of the contingency). The opening Administration Charge was slightly higher than forecast due a negative impact on the change in USD/CAD foreign exchange rate on US Monitor's Counsel's outstanding invoices.

UPDATED CASH FLOW FORECAST

55. The Monitor has prepared a weekly Updated CF Forecast for the 16-week period from October 12, 2025 to January 30, 2026 (the "**Forecast Period**"), using the probable and hypothetical assumptions set out in the notes to the Updated CF Forecast. A copy of the Updated CF Forecast, together with a summary of the assumptions are attached hereto as **Appendix "C"**.
56. The Updated CF Forecast is summarized below:

A2A Group 16 Week Cash Flow Forecast for the period ending January 30, 2026 <i>unaudited, CDN \$000s (USD amounts translated at 1.39)</i>	
	Total
Other Receipts	-
Total Receipts	-
Other Disbursements	-
Total Disbursements	-
Professional Fees	(634.2)
Professional Fee Disbursements	(19.0)
Sales Tax	(24.9)
Contingency	(67.8)
Total Accrued Disbursements	(745.9)
Net Cash Flow	(745.9)
Opening Cash	48.8
Interim Financing	-
Administration Charge	745.9
Net Cash Flow	(745.9)
Ending Cash	48.8
Opening Administration Charge	2,173.2
Allocated	745.9
Closing Administration Charge	2,919.1
Opening Interim Financing	(1,250.0)
Interim Financing Funded	-
Interim Financing Fees	(37.5)
Interest Reserve & Fee Holdback	(187.5)
Closing Interim Financing	(1,475.0)

57. A summary of the Updated CF Forecast and select assumptions underlying the same are as follows:
- a) \$634,200 in professional fee accrual, a 3% disbursement accrual and a 10% contingency accrual are forecast over the 16-week period. Details of the underlying hypothetical assumptions are included hereto at **Appendix "D"**; and

- b) the Monitor is aware of \$435.86 cash held in a A2A Group RBC account and \$19,223.16 cash held in various A2A Group BMO accounts. The Monitor has requested that BMO turn the funds held over to the Monitor, but the Monitor has not yet received a response in this regard. For conservatism, this amount has not been included in opening cash.

58. Pursuant to section 23(1)(b) of the CCAA, and in accordance with the Canadian Association of Insolvency and Restructuring Professionals' Standards of Professional Practice No. 9, the Monitor reports as follows:

- a) the Updated CF Forecast for the purpose described in the notes to the Updated CF Forecast, using probable and hypothetical assumptions as set out in the notes. As previously discussed, Management has not prepared the Updated CF Forecast, and due to the uniqueness of the matters, the Monitor prepared initial Updated CF Forecast with review and commentary from the professional advisors;
- b) the Monitor's review of the Updated CF Forecast consisted of inquiries, analytical procedures, and discussions regarding information supplied to it by Management and various legal counsel and advisors based on the Information received (Management has provided some but not all relevant financial information). Since hypothetical assumptions need not be supported, the procedures with respect to them were limited to evaluating whether those assumptions were consistent with the purposes of the Updated CF Forecast;
- c) based on the Monitor's preliminary review of the Updated CF Forecast, nothing has come to its attention that causes A&M to believe that, in all material respects:
 - i. the hypothetical assumptions are inconsistent with the purpose of the Updated CF Forecast;

- ii. as at the date of this Eighth Report, the probable assumptions developed by the Monitor are not suitably supported and consistent with the basis for the professional fees, on the basis of the ARIO, or do not provide a reasonable basis for the CF Flow Forecast, given the hypothetical assumptions; or
- iii. the Updated CF Forecast does not reflect the probable and hypothetical assumptions; and
- d) since the Updated CF Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, A&M does not express any assurance as to whether the Updated CF Forecast will be accurate. A&M does not express any opinion or other form of assurance with respect to the accuracy of any financial information presented in this Eighth Report, or relied upon by A&M in preparing this Eighth Report.

59. The Updated CF Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

COURT ORDERED CHARGES

60. The Court has granted the following charges over the Property in the following relative priorities:

- a) First – the Prioritized Administration Charge, to a maximum amount of \$250,000;
- b) Second – the Current Interim Lender's Charge to a maximum amount of \$1,250,000 plus the amount of all interest, fees and expenses in respect of the principal amount advanced with respect to the Interim Financing; and

- c) Third – the Current Subordinated Administration Charge, to a maximum of \$2,250,000;

(collectively, the "**Existing Charges**").

- 61. The Monitor is seeking to amend the Existing Charges by increasing the total amount of the Current Interim Lender's Charge from \$1,250,000 to \$1,750,000 (the "**Current Interim Lender's Charge**") and the total amount of the administration charge from \$2,250,000 to \$2,750,000 (the "**Amended Subordinated Administration Charge**") with the following relative priorities:

- a) First – the Prioritized Administration Charge, to a maximum amount of \$250,000;
- b) Second – the Amended Interim Lender's Charge to a maximum amount of \$1,750,000 plus the amount of all interest, fees and expenses in respect of the principal amount advanced with respect to the Interim Financing; and
- c) Third – the Amended Subordinated Administration Charge, to a maximum of \$2,750,000.

Interim Financing and Interim Lender's Charge

- 62. On November 19, 2024, the Monitor and Pillar entered into an interim financing term sheet (the "**Interim Financing Term Sheet**"), which was amended by amendment on December 12, 2024 (the "**Interim Financing Amendment**"). The purpose of the Interim Financing Amendment was to reduce the maximum amount on the Interim Financing Facility from \$2,000,000 to \$1,250,000.
- 63. The Interim Financing Facility matures on November 19, 2025 (the "**Interim Financing Maturity Date**").
- 64. The Monitor has no ability to repay the Interim Financing Facility on or before the Interim Financing Maturity Date, as among other things:

- a) the release of the draft Official Plan continues to be delayed (the Township of Essa had previously advised the Monitor it may be released in June 2025 and it has not yet been released), which impacted Colliers ability to have conclusive details for purpose of advancing the Angus Manor Sale Process in a material way;
- b) the A2A Group's management continues to oppose various relief, delaying the Monitor from fulfilling its duties under the ARIO and further orders of this Court, including, without limitation, the monetization of the Debtor Companies' assets for the benefit of the investors; and
- c) delays in the Monitor's continued investigation for the purpose of clawing back any fraudulent transfers of property from the US LLCs, for the benefit of the investors, as a result of, among other things, the lack of cooperation and transparency from the A2A Group's management.

- 65. Given the pending Interim Financing Maturity Date, the Monitor and Pillar are in the process of negotiating an extension to the maturity date. To account for the anticipated interest and fees associated with the extension, the Monitor is proposing the \$500,000 increase, resulting in the \$1,750,000 Amended Interim Lender's Charge.
- 66. Upon a definitive agreement being reached between the Monitor and Pillar, a copy of an Amended Tern Sheet outlining the material terms of the extension of the Interim Financing Maturity Date will be submitted to the Court for approval.
- 67. In the circumstances, the Monitor is of the opinion that any prejudice to the stakeholders created by an increase to the Interim Financing Charge are outweighed by the necessity of the Interim Financing Facility for the successful resolution of the Debtor Companies' insolvency.
- 68. The Monitor notes that while the Existing Charges do not currently attach over

Offshore Investor's undivided fractional interests in the Property, the ARIO authorizes the Monitor (or any interested Person (as defined in the ARIO)) to apply to this Court on notice to any other party likely to be affected for an order to allocate the Existing Charges amongst the various assets comprising the Property, or the costs of these proceedings among any parties who have benefitted from these CCAA Proceedings.

Administration Charge

69. The Monitor has worked with Monitor's Counsel and Representative Counsel to estimate the quantum of the Amended Subordinated Administration Charge and is satisfied that the Amended Subordinated Administration Charge is fair and reasonable in the circumstances of the CCAA Proceedings for the following reasons:

- a) the entire amount of the Interim Financing Facility has been drawn. Given that it is expected at this time that the Interim Lender will only agree to a further increase to account for additional interest and fees beyond the initial maturity, the beneficiaries of the administration charge will need to rely on the administration charge for the payment of their fees and disbursements;
- b) the beneficiaries of the Amended Subordinated Administration Charge include the Monitor, Monitor's Counsel, the Assistants, and Representative Counsel. As discussed in detail in the Monitor's Previous Reports, these CCAA Proceedings require a high degree of involvement, expertise and advice from beneficiaries of the administration charge. It is appropriate in the circumstances to grant the Amended Subordinated Administration Charge to ensure the beneficiaries of the administration charge are able to continue to support the administration of these CCAA Proceedings;

- c) the size and complexity of the CCAA Proceedings continues to increase and expand as additional information is provided, new entities and projects are uncovered, and complex corporate governance structures and sale transactions are exposed;
- d) the A2A Group's legal counsel continues to oppose various relief and appeal various orders, making it difficult for the Monitor from carrying out its Court appointed duties in a timely manner and requiring substantial time and cost to respond (all decisions thus far have been ruled in favour of continuing the CCAA);
- e) the Court has determined that "the [A2A Group's] dilatory recordkeeping and general disregard for investor rights mean that the [A2A Group] will not be able (even if they were willing) to conduct a realization and distribution process that is fair to all investors".² As such, the Monitor will be required to conduct a distribution and realization process in a manner that is fair to all investors;
- f) there is no unwarranted duplication of roles; and
- g) the Monitor has also compared the quantum of the proposed Amended Subordinated Administration Charge with those in other recent CCAA Proceedings and is satisfied that it is commercially reasonable and not 'off-market' in the circumstances.

70. For the forgoing reasons, it is the respectful view of the Monitor that the quantum of the proposed Amended Subordinated Administration Charge is reasonable and appropriate in the circumstances, having regard to the scale and complexity of the CCAA Proceedings, the services to be provided by the beneficiaries of the

² [*Angus A2A GP Inc \(Re\)*, 2025 ABKB 51](#) at para 43.

Administration Charge and the size of the similar charges approved in similar proceedings.

EXTENSION TO THE STAY OF PROCEEDINGS

71. Pursuant to the ARIO, the stay of proceedings will expire on October 31, 2025. The Monitor is seeking the stay extension to January 30, 2026 (the "**Stay Extension**").

72. The Monitor supports the Stay Extension for, among others, the following reasons:

- a) it will afford the Monitor sufficient time to:
 - i. continue to advance the Texas Plan to gain control of the Texas Lands and the proceeds of the Water District Sale and the Fossil Creek Sale (each as defined in the Fourth Report) and vigorously pursue the necessary litigation that is the subject of the Texas Plan;
 - ii. continue the marketing of the Angus Manor Lands;
 - iii. if the Court decides in favor of adding the Additional Project Entities to the CCAA Proceedings, it will allow the Monitor to investigate the corporate entities attached to Wingham, LHS and Meaford, including: (i) the sources and uses of funds, (ii) the existence of any remaining unspent concept planning funds, (iii) the status of previous and current marketing efforts, and (iv) consider a marketing strategy for the benefit of the stakeholders; and
 - iv. with the assistance of Offshore Rep Counsel, attempting to contact Offshore Investors to seek information relevant to the proceedings, including additional information from Offshore Investors in the Sendera project;
- b) with the benefit of the Amended Subordinated Administration Charge, there will be sufficient coverage afforded to the professionals; and

- c) the Monitor does not believe any creditor of the Debtor Companies will be materially prejudiced by the proposed Stay Extension.

APPROVAL OF THE MONITOR'S ACTIONS, CONDUCT AND ACTIVITIES

- 73. The Court previously approved the actions, conduct and activities of the Monitor set out in the Pre-Filing Report, the First Report, the First Supplement to the First Report, the Second Supplement to the First Report, the Second Report, the Third Report, the First Supplement to the Third Report, the Fourth Report, the First Supplement to the Fourth Report, the Fifth Report, the First Supplement to the Fifth Report and the Sixth Report.
- 74. It is the respectful view of the Monitor that the actions, conduct and activities of the Monitor as described in the Seventh Report, the First Supplement to the Seventh Report and the Eighth Report have been reasonable and appropriate in the circumstances.

MONITOR'S RECOMMENDATIONS

- 75. The Monitor respectfully recommends that this Honourable Court:
 - a) extend the stay of proceedings to January 30, 2026;
 - b) authorize and direct the Monitor and Pillar to amend the Interim Financing Maturity Date to such date mutually agreed upon between the Monitor and the Interim Lender, and authorize and empower the Monitor, on behalf of the Debtor Companies and Affiliate Entities, to execute and deliver such agreements as required to give effect of same;
 - c) approve the Amended Interim Lender's Charge and the Amended Subordinated Administration Charge;
 - d) relieve any Debtor Company or Affiliate Entity, as the case may be, from any Securities Filings required under any Applicable Securities Law; and

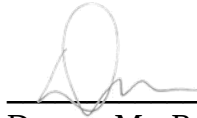
- e) approve the activities and conduct of the Monitor as set out in the Seventh Report, the First Supplement to the Seventh Report and the Eighth Report.

All of which is respectfully submitted this 17th day of October, 2025.

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



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



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

APPENDIX "A"

Debtors

Canadian Entities

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

Proposed Additional Entities

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

US Entities

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

Affiliate Entities

Canadian Entities

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

¹ f/k/a A2A CAPITAL MANAGEMENT INC.

² f/k/a A2A MEAFORD INC.

³ f/k/a 2327812 ONTARIO INC.

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

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

APPENDIX "B"

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

In Re:) **Case No. 25-40917-elm-11**
)
) Fort Worth, Texas
FOSSIL CREEK A2A) June 5, 2025
DEVELOPMENTS, LLC,) 3:30 p.m.
)
Debtor.) RULING ON MOTION FOR ENTRY OF
) ORDER CONFIRMING THE AUTOMATIC
) STAY [4]
_____)
In Re:) **Case No. 25-40920-elm-11**
)
)
WINDRIDGE A2A) RULING ON MOTION FOR ENTRY OF
DEVELOPMENTS, LLC,) ORDER CONFIRMING THE AUTOMATIC
Debtor.) STAY [4]
_____)

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE EDWARD L. MORRIS,
UNITED STATES BANKRUPTCY JUDGE.

APPEARANCES:

For the Debtors: Michael P. Cooley
REED SMITH, LLP
2501 N. Harwood, Suite 1700
Dallas, TX 75201
(469) 680-4213

For Hills of Windridge, John Kane
LP and Trails of Fossil JaKayla DaBera
Creek Properties, LP: KANE RUSSELL COLEMAN LOGAN, P.C.
901 Main Street, Suite 5200
Dallas, TX 75202
(214) 777-4200

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Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

1 FORT WORTH, TEXAS - JUNE 5, 2025 - 4:10 P.M.

2 THE CLERK: All rise.

3 THE COURT: All right. Please be seated.

4 All right. Good afternoon, everybody. We're on the June
5 5th, 2025 3:30 p.m. docket. We have the Fossil Creek A2A
6 Developments, LLC case, Case 25-40917, and the Windridge A2A
7 Developments, LLC case, Case 25-40920.

8 I apologize for the delay in getting started. We have
9 just been inordinately busy of late. So it is what it is.
10 Thank you for your patience.

11 Let's go ahead and just make sure that we have relevant
12 folks in attendance. So we'll take quick appearances of at
13 least the key counsel involved, and we'll start with counsel
14 for the Debtors. Mr. Cooley?

15 MR. COOLEY: Good afternoon, Your Honor. Michael
16 Cooley from Reed Smith appearing for the Debtors. I had
17 hearings downstairs as well, so --

18 THE COURT: Okay.

19 MR. COOLEY: -- I figured I'd just come up.

20 THE COURT: All right. And then for Hills of
21 Windridge, LP and Trails of Fossil Creek Properties, LP?

22 MR. KANE: Yes, Your Honor. John Kane. I'm in the
23 virtual courtroom attending on behalf of those limited
24 partnership entities. And with me is JaKayla DaBera, and
25 observing is Mr. Rios.

1 THE COURT: Okay. Very good. I don't think that
2 there would be anybody else wishing to make an appearance, but
3 just out of an abundance of caution, is there anyone else
4 wishing to make any formal appearance for today's hearing?

5 All right. Well, I had promised you all that I would give
6 you a ruling, because I wanted to be prompt on this, and I'm
7 going to do that. Just appreciate that, in doing so, and
8 because of our schedule, it won't necessarily be the most
9 seamless of things, but I will at least give you all as
10 comprehensive of a ruling as I can.

11 We're obviously here today in follow-up from our hearing
12 on June 3rd, 2025 on the Debtors' Motion for Entry of an Order
13 Confirming the Automatic Stay Applies to All Assets of the
14 Debtors, Wherever Located, Extending the Automatic Stay to
15 Debtor Property Held in the Name of Nondebtor Entities, or, in
16 the Alternative, Imposing the Automatic Stay to Debtor
17 Property Held in the Name of Nondebtors, filed at Docket No. 4
18 in each of the two cases that I mentioned earlier. And I
19 should say that the targets in relation to the Debtors'
20 motion, or motions, plural, are Hills of Windridge, LP and
21 Trails of Fossil Creek Properties, LP and certain assets that
22 they are holding.

23 In response to the motions, we have the objection filed by
24 both of those entities, being Hills of Windridge, LP and
25 Trails of Fossil Creek Properties, LP, a single objection but

1 filed in each of the cases -- in the Fossil Creek bankruptcy
2 case at Docket No. 16 and in the Windridge case at Docket No.
3 17.

4 As mentioned, we conducted an evidentiary hearing on the
5 motion on June 3rd, 2025. The motion itself was filed back on
6 March 17th, 2025. So we had a period of time there.

7 With respect to the motions -- I may just say motion from
8 time to time, but obviously just because we're dealing with
9 both cases -- but with respect to the proceeding or
10 proceedings commenced as a result of the motion, the Court has
11 jurisdiction pursuant to 28 U.S.C. Sections 1334 and 157 and
12 Miscellaneous Order No. 33 of the District Court for the
13 Northern District of Texas.

14 Venue of the proceeding in this district is proper
15 pursuant to 28 U.S.C. Section 1409.

16 The matters, at least insofar as seeking a determination
17 with respect to property of the estate and with respect to
18 seeking an extension of the automatic stay or application of
19 the automatic stay are core in nature pursuant to 28 U.S.C.
20 Section 157(b)(2).

21 To the extent that it's seeking independent injunctive
22 relief, it gets a little trickier, where it might not be
23 completely core in nature. But certainly to the extent that
24 -- and I think that the Debtors are hinging their relief
25 request here on the concept that there is some form of

1 [estate] property interest in the assets that are at issue --
2 because the Court has exclusive jurisdiction with respect to
3 property of the estate, there would at least arguably be core
4 jurisdiction to that extent.

5 So, in other words, if what we're dealing with is a
6 request for injunctive relief in relation to [estate]
7 property, that there is some interest being claimed that is in
8 the possession of another party, that would be something
9 that's also core.

10 Turning to the factual background -- and, again, this is
11 where it may get a little bumpy -- I am just going to start
12 with the Canadian proceeding and kind of bring out the
13 parties. We have a pending proceeding under the Companies'
14 Creditors Arrangement Act of Canadian law, as amended, pending
15 under Court File No. 2401-15969, in the Court of King's Bench
16 of Alberta in Calgary, and it is styled as being In the Matter
17 of the Compromise or Arrangement of Angus A2A GP, Inc. and a
18 number of additional entities.

19 In relation to that, in November 2024 certain Applicant
20 Investors submitted an originating application and supporting
21 affidavits and a prefiling report by Alvarez & Marsal Canada
22 Inc., which was the party at that time proposed to serve as
23 the Monitor with enhanced powers, to the Canadian court for
24 recognition of the proceeding in relation to the parties
25 involved under the CCAA.

1 Among the parties they sought to have the CCAA proceeding
2 apply against were Windridge A2A Developments, LLC and Fossil
3 Creek A2A Developments, LLC, being among the "Debtor
4 Companies" defined in the proceedings, and also involving,
5 among other entities, Hills of Windridge A2A, LP, Hills of
6 Windridge A2A Trust, Fossil Creek A2A Limited Partnership, and
7 Fossil Creek A2A Trust, as being among parties defined as the
8 "Affiliated Entities" that the Canadian court ultimately found
9 were integrally related to the Debtor Companies' Business and
10 the Applicant Investors' interests. And hence, pursuant to an
11 Initial Order entered on or about November 14th, 2024, the
12 Canadian court found that the Debtor entities that we have
13 here today are companies as to which the CCAA applies. And,
14 as indicated, the other Affiliated Entities are integrally
15 related to the Debtor Companies' Business and the Applicant
16 Investors' interests, and therefore would have the same
17 benefit, protections, and authorizations provided to the
18 Debtor Companies pursuant to the Initial Order, and all the
19 Property and Business of the Affiliated Entities would be
20 deemed to be Property and Business of the Debtor Companies for
21 purposes of the order.

22 Pursuant to the order -- and I should note, I should have
23 mentioned this earlier -- in specific reference to this, I'm
24 referring to Respondents' Exhibit M, which was introduced into
25 evidence, which is the CCAA Initial Order. Pursuant to the

1 order, the Canadian court granted and directed the management
2 and control of the Debtor Companies to be with the Monitor,
3 which, again, was Alvarez & Marsal Canada. The court also
4 imposed a stay in relation to the Debtor Companies, which
5 included our Debtors; the Affiliated Entities, which I had
6 mentioned; and affecting the Business or Property; the
7 specific terms of which are set out in the Initial Order;
8 formally appointed Alvarez & Marsal Canada as the Monitor,
9 being an officer of the Canadian court, to monitor the
10 Property, Business, and financial affairs of the Debtor
11 Companies, with the powers and obligations set out in the CCAA
12 as well as pursuant to the Initial Order, including the
13 Monitor being directed and empowered to monitor the Debtor
14 Companies' receipts and disbursements, Business, and dealings
15 with the Property, empowering and authorizing the Monitor, in
16 the name and on behalf of the Debtor Companies and the
17 Affiliated Entities, to take any and all actions and steps to
18 manage, operate, and carry out the Business, including the
19 power to initiate, prosecute, and continue the prosecution of
20 any and all proceedings initiated with respect to the Debtor
21 Companies, the Business, or the Property, with the powers to
22 preserve, protect, and exercise control over the Property.
23 And, again, each time I'm referring to "Property," it's as
24 defined in the Initial Order.

25 And that kind of hits some of the highlights of the order.

1 In relation thereto, we obviously heard from Orest
2 Konowalchuk, I'm sorry, Konowalchuz, who is a senior vice
3 president of Alvarez & Marsal Canada, who has been principally
4 responsible or at least heavily involved in the Monitor's
5 exercise of the rights and obligations provided by the
6 Canadian court under the CCAA proceeding.

7 As evidenced by certain of the affidavits submitted in
8 support of the originating application, concerns had arisen in
9 connection with the operation, disposition of interests in
10 relation to, and financial reporting regarding certain
11 property/projects commonly referred to as the A2A Group
12 Investments. *See, for example,* Respondents' Exhibits N and O.

13 In certain respects, the initial CCAA order was like a TRO
14 or preliminary injunction, subject to a comeback hearing, with
15 an opportunity for objection. And in fact, certain parties
16 made the subject of the Initial Order did dispute certain of
17 the contentions made by the Applicant Investors. Among
18 others, certain entities associated with the so-called Hills
19 of Windridge project and the so-called Trails of Fossil Creek
20 project, both involving real estate in or around the Fort
21 Worth, Texas area, disputed the proceeding, and in support
22 thereof, Allan Lind, a director of such entities, executed an
23 affidavit in support of the opposition. That is at
24 Respondents' Exhibit U.

25 And in particular, Mr. Lind supplied an affidavit in

1 relation to Hills of Windridge A2A GP, Inc., Windridge A2A
2 Developments, LLC, which is one of the Debtors here, Fossil
3 Creek A2A GP, Inc., Fossil Creek A2A Developments, Inc., and
4 Serene Country Homes Canada, Inc.

5 Among other things, in relation to those entities, Mr.
6 Lind testified in his affidavit that -- he testified to
7 certain issues and concerns, including an assertion that the
8 subject A2A entities, which I just mentioned, in his view are
9 not insolvent -- that's in Paragraph 6(d) of his affidavit;
10 that the Fossil Creek project in Texas recently sold at fair
11 market value to an arm's-length purchaser, and the proceeds
12 are to be sent to the Undivided Fractional Interest (UFI)
13 holders imminently -- that's in Paragraph 6(k); that the
14 Windridge and Fossil Creek properties in Texas are held by
15 respective trusts which hold thousands of UFIs, and that the
16 beneficiaries of these trusts are the thousands of UFI
17 holders, none of which are applicants under the CCAA action --
18 that's asserted in his testimony at Paragraph 7.

19 Again, those are just -- frankly, obviously, the counsel
20 know that I was sort of bemoaning the fact that there were
21 mounds and mounds of paper in this case. And I frankly
22 haven't, I'll just tell you now, I haven't read everything,
23 but that just highlights some of the things that were put into
24 contention.

25 In any event, initially, to ensure -- so let's just talk

1 big picture for a second. Obviously, we have the Monitor, who
2 is charged with certain responsibilities in connection with
3 the proceeding that was initiated by certain investors in
4 relation to the A2A Group Investments or A2A Group Properties.
5 So we have someone who expresses these concerns with respect
6 to some sense of lack of visibility, some sense of where is
7 the money, where did it go, and I'm going to get into at least
8 certain very, very high-level issues in relation to some of
9 that.

10 But we have a Monitor who is suddenly put into the
11 position of having to quickly try to secure whatever could be
12 secured and discern whatever could be discerned in relation to
13 this entire investment project and do whatever is possible so
14 as to not be critiqued as to the exercise of those rights and
15 responsibilities.

16 So, with that in mind, initially, in relation to U.S.
17 entities, again, related to the Hills of Windridge project and
18 the Trails of Fossil Creek project, the Monitor, exercising
19 the rights that he had in relation to the two Texas Debtor
20 Companies -- and by Debtor Companies, meaning Debtor Companies
21 as provided under the CCAA proceeding, being Windridge A2A
22 Developments, LLC and Fossil Creek A2A Developments, LLC --
23 initiated a proceeding under Chapter 15 of the United States
24 Bankruptcy Code in November of 2024, I think at the time
25 thinking that the idea would be to get recognition of the CCAA

1 proceeding here in the United States and ensure that the stay
2 protections provided under the CCAA proceeding would apply
3 with equal force in the United States. And those proceedings
4 were initiated under Case Nos. 24-44311 in the case of the
5 Windridge entity and 24-44313 in the case of the Fossil Creek
6 entity.

7 Ultimately, those got filed. At the same time, it is
8 clear to the Court that the Monitor commenced an immediate
9 process to try to investigate the background of all of this,
10 including, again, what properties are where, how did the
11 investments actually take place, et cetera. Bear with me a
12 second. (Pause.) While Mr.
13 Konowalchuz acknowledged that no formal written or deposition-
14 type discovery commenced within the United States proceedings,
15 he did indicate that there were certain formal inquiries that
16 had been made effectively under the guise of the powers
17 conferred in the CCAA proceeding, and so some process was
18 immediately being commenced to try to discern the nature of
19 what had taken place.

20 So, with that in mind, we get into some more of the
21 granular aspects of how [the investments] played out, to the
22 best of the Court's knowledge, based upon the testimony
23 provided and certain of the documentation. Again, we have a
24 big-picture A2A Group set of projects and investments, if you
25 will. We're narrowing that scope that's involved in the

1 Canadian proceeding down to the two that involve or have a
2 Texas connection, which is the Hills of Windridge project and
3 the Trails of Fossil Creek project.

4 Starting with the Windridge project, we have the
5 organization of Windridge A2A Developments, LLC, which, again,
6 is our Windridge Debtor in the U.S. proceedings here before
7 the Court today, which was organized for the purpose of
8 acquiring the Hills of Windridge Property. The Debtor entity,
9 according to filings with the Court and testimony that took
10 place, is a hundred percent owned by an entity named Serene
11 Country Homes, LLC and at all relevant times at least had a
12 director, if not the only director, who was Allan Lind, the
13 Mr. Lind that I referenced earlier.

14 In May 2012 -- I'm just going to maybe refer to it as
15 "Windridge Debtor" for simplicity -- the Windridge Debtor
16 acquired the Hills of Windridge Property for purposes of
17 development, it would appear. And in furtherance of that
18 development, determined to do the equivalent of, effectively,
19 a public offering of interests in the real property itself in
20 order to raise funds. So starting around 2013, undertook an
21 effort to divide the Property into 4,412 undivided tenant-in-
22 common fractional interests, which we have been referring to
23 as "UFIs" for short, and then proceeded to start offering
24 those UFI interests to various foreign investors. And it
25 would appear that that canvassing effort included likely both

1 investors in certain Asian areas as well as in Canada.

2 In relation to the Canada side of the equation, it appears
3 that in or about March of 2014, certain UFI interests were
4 acquired by Hills of Windridge A2A, LP in exchange for
5 whatever the going rate per UFI interest was. And in relation
6 to that investment, Hills of Windridge A2A, LP in turn
7 obtained the funds to make that investment by way of the
8 offering of certain trust interests to certain Canadian
9 investors through the Windridge A2A Trust.

10 So, again, we had Canadian investors investing into the
11 Windridge A2A Trust in exchange for trust units, then
12 Windridge A2A Trust taking those invested dollars and
13 acquiring limited partnership interests in Hills of Windridge
14 A2A, LP. And then we had Hills of Windridge A2A, LP actually
15 acquiring the UFI interests from the Windridge Debtor in
16 exchange for whatever the sale rate per UFI, what that was
17 going for.

18 This was all part of a very -- not a separate set of
19 transactions; it was all part of the entire investment
20 portfolio schematic, if you will here, because the general
21 partner of Hills of Windridge A2A, LP was, at all relevant
22 times, Hills of Windridge A2A GP, Inc., which in turn was an
23 entity as to which the directors were an individual named Dirk
24 Foo, or for short, I guess, referred -- the U.S. name used is
25 Dirk Foo, and Allan Lind, the same Mr. Lind that we were

1 referring to, and in relation to which Mr. Foo acted as the
2 president.

3 So, again, in other words, I'm just highlighting this
4 because we have the acquisition being facilitated through
5 Windridge A2A Developments, LLC, our Windridge Debtor, but the
6 investment vehicle going to be taking place through Hills of
7 Windridge A2A, LP and the use of the dropdown trust.

8 Now, this was in relation to the Canadian investors. As
9 previously mentioned, we also had other foreign investors.
10 And it would appear, as best as the Court can tell, that there
11 was sort of a global agreement or signoff or what have you
12 made at some point in 2014 for all of the -- well, so, let me
13 back up. Practically speaking, the idea here was to develop
14 this Property and then be able to -- into residential lots,
15 and then to sell the lots as they're developed, et cetera, et
16 cetera. With TIC-type investments, it is impossible -- if you
17 were to go out and have to get each of these individual
18 Property interest owners to have to sign a deed, you would
19 never get anything done. And so while it provides sort of a
20 layer of protection to the investors to actually own an
21 interest in the real Property, it makes it very, from a
22 practical standpoint, impossible to manage when you have a
23 bunch of TIC owners. And there may be certain foreign
24 investment concepts that sort of drive these types of
25 investment vehicles into a TIC feature instead of sort of an

1 equity feature or a special purpose entity feature or
2 whatever.

3 But in any event, kind of understanding this -- and I'm
4 sort of reading the tea leaves a little bit here; I don't know
5 that I have any evidence on this -- it was clear that the only
6 way to manage the development once it gets going and you're
7 selling off lots was to have a way for a single entity to be
8 able to effectuate these sales, instead of having to get every
9 single TIC investment owner to be doing things. So all of the
10 investment vehicles -- you sort of already had a little bit of
11 that by pushing it up into, from the Canadian investors' side,
12 into the Hills of Windridge A2A, LP, effectively, and having
13 the Hills of Windridge A2A, LP be the UFI owner. But then we
14 had all of the different investors agreeing to push all of
15 their UFIs into an entirely separate entity yet again, which
16 was the Hills of Windridge Trust, so that we have a unified
17 property interest at that point being held by a whole new
18 trust.

19 So, in exchange for the UFIs being pushed into the trust,
20 those entities that did that would obtain a beneficial
21 interest in the trust. So now we have the Hills of Windridge
22 A2A, LP, which had acquired the UFIs from the Windridge
23 Debtor, pushing those UFIs into the Hills of Windridge Trust
24 in exchange for a beneficial interest in the trust. And, once
25 again, this was part of a master plan, because Dirk Foo was

1 the appointed trustee of that trust.

2 So now we have Mr. Foo as the trustee of that trust being
3 in a position to transact business on a parcel-by-parcel basis
4 without having to deal with a bunch of individual TIC owner
5 investors.

6 And I think I had mentioned there had been a vote at some
7 -- it appears that there was some evidence, by the way, that
8 the investors agreeing to push things into this trust was per
9 a vote that was taken sometime in and around April 2014.

10 It's a little unclear. There's a huge gap of time after
11 that point in time where it's unclear what all may have taken
12 place, and this probably was part of the angst that resulted
13 in the investors ultimately taking action in Canada, because
14 where's -- what has happened?

15 Oh, and I should point out that in the case of Windridge,
16 the Hills of Windridge property acquisition -- I'm sorry, the
17 investment in the UFIs that were sold as to the Hills of
18 Windridge property raised in the neighborhood of \$40 million.
19 So we're talking about serious investment here. So when we
20 have an investment of \$40 million and it's unclear where's my
21 return, what's going on, you can understand why the angst
22 eventually leads to action, effectively.

23 Before we get there, though, this is before the Canadian
24 proceeding, we had -- again, recognizing that these are Texas
25 properties and a Texas development -- the testimony from Mr.

1 Lind was that there was some complication being able to engage
2 in a transaction with Tarrant Regional Water District, or
3 "TRWD" for short, necessitating the organization of yet
4 another entity, this time Hills of Windridge, LP, which was
5 formed in and about May of 2024 for the purpose of then
6 receiving a transfer of certain property interests from the
7 Hills of Windridge Trust -- again, under the control of Mr.
8 Foo -- presumably in exchange for -- or, not presumably, we
9 know in exchange for a limited partnership interest in Hills
10 of Windridge, LP, which was put or transferred to Mr. Foo in
11 his capacity as the trustee, inasmuch as a trustee of a trust
12 is the one who actually holds title to property for the
13 benefit of the trust.

14 So now -- and, again, remember, this is continuing as part
15 of a unified process. The initial general partner of Hills of
16 Windridge, LP was none other than our Windridge Debtor. So
17 now we're back to -- we still have Mr. Lind involved as a
18 director of the Windridge Debtor, we have Mr. Foo involved as
19 the trustee of the Hills of Windridge Trust that transferred
20 the property interest to the Hills of Windridge, LP entity in
21 order to be able to effectuate this transaction, and we have
22 Mr. Foo receiving the LP interests in Hills of Windridge, LP
23 in connection with that transaction, and ultimately it
24 consummates in a sale of that interest to Tarrant Regional
25 Water District for approximately \$2.693 million. And we stop

1 there for a moment.

2 As to the \$2.693 million, there are closing costs that are
3 paid. There are certain other disbursements. And, frankly,
4 that is part of the angst here, is what all was -- where all
5 was the money going.

6 So we'll stop there for a minute and shift gears and talk
7 a little bit about Fossil Creek. In the case of Fossil Creek,
8 very similar setup. We have the Fossil Creek A2A
9 Developments, LLC, our Debtor, that was organized for the
10 purpose of acquiring the Trails of Fossil Creek property.
11 Again, we have Mr. Lind serving as a director of the Fossil
12 Creek Debtor. We have the Fossil Creek Debtor owned one
13 hundred percent by Serene Country Home, LLC, the same entity
14 that hundred-percent owned the Windridge Debtor.

15 For simplicity, I may refer to Fossil Creek A2A
16 Developments, LLC as just the "Fossil Creek Debtor" going
17 forward.

18 We had the Fossil Creek Debtor, a little bit later than
19 the Windridge transaction, acquiring the Trails of Fossil
20 Creek property in or around August 2013. We had the same
21 investment format. Starting in or around 2014, the real
22 property, being the Trails of Fossil Creek property, was
23 divided into 2,190 undivided tenant-in-common fractional
24 interests, or UFIs, and then those UFIs were used to raise
25 money with investors.

1 In this case, again, we also had foreign investors,
2 including what appears to be both Asian and Canadian
3 investors.

4 In the case of Canadian investors, ultimately the
5 acquisition of the I'll call it Canadian-based UFIs took place
6 through Fossil Creek A2A, LP, which was the ultimate -- or not
7 ultimate, that's probably too strong a word -- was the
8 upstream investment vehicle that was used in connection with
9 the solicitation of investments, because the investors
10 invested in Fossil Creek A2A Trust in exchange for beneficial
11 interests in that trust. The trust then acquired limited
12 partnership units in Fossil Creek A2A, LP in exchange for the
13 investment funds, and then Fossil Creek A2A, LP was the actual
14 entity that acquired the UFIs in exchange for the investment
15 funds.

16 Similar to the other setup, we have the general partner of
17 Fossil Creek A2A, LP being Fossil Creek A2A GP, Inc., as to
18 which Mr. Foo and Mr. Lind served as directors and Mr. Foo
19 served as a president. So, again, part of a unified process
20 here.

21 Similar to the other investment vehicle, here, pursuant to
22 a vote taken in or around December 2014, the UFI Holders
23 agreed to push their UFI units into a trust to facilitate the
24 sale of lots and what have you. So we had all of the UFIs
25 being pushed into the Trails of Fossil Creek Trust in exchange

1 for a beneficial interest in the trust. So, in the case of
2 our Canadian investors, Fossil Creek A2A, LP took the UFIs
3 that it acquired, pushed them into the Trails of Fossil Creek
4 Trust in exchange for a beneficial interest in the trust, and
5 the trustee of that trust was Dirk Foo, again. So, part of a
6 unified deal.

7 Again, we're in 2014, we have this huge gap of time. Not
8 entirely clear to the Court what all happened over a decade-
9 ish amount of time in terms of sales being made out of that
10 trust and proceeds and where the proceeds went. But
11 ultimately there was going to be a proposed transaction with
12 Bloomfield Homes, LP, and there was a determination made that
13 that would require yet another separate entity. So we have
14 the organization of Trails of Fossil Creek Properties, LP in
15 or about June 2024. A tract of property or whatever property
16 interest needed for that transaction to take place was
17 transferred by the Trails of Fossil Creek Trust to Trails of
18 Fossil Creek Properties, LP in exchange for a limited
19 partnership interest being granted in that entity to Dirk Foo
20 as the trustee of the Trails of Fossil Creek Trust. The
21 general partner of the Trails of Fossil Creek Properties, LP
22 was our Fossil Creek Debtor entity. So, part of this unified
23 deal, and, again, the Fossil Creek Debtor still continuing to
24 be under the control of Mr. Lind at that point in time.

25 And then we have, in around September 2024, we have a

1 transaction by which the Trails of Fossil Creek Properties, LP
2 sells that property tract to Bloomfield Homes, LP in exchange
3 for approximately \$4.287 million, which goes back to the
4 Trails of Fossil Creek Properties, LP and as to which, again,
5 we have closing costs and what have you and certain other cash
6 expenditures that are not entirely known to the Court or
7 potentially not transparent to other parties.

8 So I said we would stop at that place for both entities,
9 because then what we have shortly after those two transactions
10 is whenever the CCAA proceeding was initiated in Canada. And
11 then, according to Mr. Lind, when the Chapter 15 proceedings
12 were initiated in this court in November 2024 and thereafter,
13 there was some recognition of them. And I tried to find on
14 the docket that there was an actual order. I don't know if
15 there was or not. But in any event, there's this belief that
16 an event occurred in December 2024 which caused the Fossil
17 Creek Debtor entity and the Windridge Debtor entity to no
18 longer be qualified to continue to serve as the general
19 partner of the two transaction entities that had been created
20 in 2024, being the Hills of Windridge, LP entity and the
21 Trails of Fossil Creek Properties, LP entity, which are our
22 Respondents for today's proceedings, which then led to a new
23 GP, general partner, being put in place for each of those two
24 entities, being the same new general partner -- Soaring Hill,
25 LLC, an officer of which is Mr. Lind.

1 So, we're still within the same universe of control
2 parties.

3 I know that was a lot. That was a lot for me to try to
4 digest. But that's the state of play as best as the Court
5 could tell in terms of how this transactional history and
6 investment schematic worked.

7 In light of all of this, and in light of the transactions
8 that were consummated in 2024 and the concerns that were
9 raised with respect to money invested versus the return
10 obtained -- and I can't remember, I don't know that I -- I
11 probably didn't reference this in relation to Fossil Creek --
12 the aggregate amount of investment money raised in acquiring
13 the UFIs it appears was in the neighborhood of \$21 million.
14 So, between these, the funds raised in connection with the
15 Windridge investment and the funds raised in connection with
16 the Fossil Creek investment, we have approximately \$61 million
17 that was invested and lots of questions with respect to where
18 did it go.

19 So, with all of that said, given the concerns raised by at
20 least the Canadian investors involved in the Canadian
21 proceeding, and some belief that there was a lack of
22 transparency, lack of accounting, lack of accountability,
23 there was a pursuit of the freezing of the accounts held by
24 the two Respondent entities, being Hills of Windridge, LP and
25 Trails of Fossil Creek Properties, LP, the accounts held at

1 Chase Bank. And that is evidenced by Respondents' Exhibit FF
2 at ECF Pages 260 through 294, whereby it referenced the CCAA
3 orders, the Chapter 15 that had been initiated, and in
4 response to the freeze request/demand, certain accounts were
5 in fact frozen by Chase Bank. And that is evidenced by
6 Respondents' Exhibit FF at ECF Pages 298 through 301.

7 And in particular, it appears that there were three
8 different Chase accounts involved that have been frozen, one
9 having \$2.7 million, roughly, on deposit, another one with
10 between \$5,000 and \$6,000 on deposit, and a third one with a
11 deposit of I believe it was a hundred dollars.

12 Notwithstanding all of that, and notwithstanding the
13 initiation of the Chapter 15 cases, it appears that the
14 Monitor, based upon the investigation undertaken up to that
15 point in time, determined that the most prudent course of
16 action to try to be as protective as possible was to --
17 exercising the rights granted pursuant to the CCAA orders --
18 determined to cause the Debtor entities that we have in front
19 of us today, the Windridge Debtor and the Fossil Creek Debtor,
20 to initiate independent Chapter 11 proceedings under the
21 United States Bankruptcy Code, which occurred on March 17th,
22 2025 and are the two cases that we're here on today.

23 And that was, as explained by Mr. Konowalchuz's -- is it
24 chuk or chuz?

25 MR. COOLEY: Sorry, Your Honor. It's Konowalchuk.

1 THE COURT: Chuk? Okay.

2 MR. COOLEY: C-H-U-K.

3 THE COURT: I don't know how I got chuz. All right.
4 So, as explained by Mr. Konowalchuk, really, the determination
5 to go that route was, I think, based upon what he was
6 indicating, again, to obtain the same type of automatic stay
7 benefits, but also, probably more importantly, to obtain
8 access to Bankruptcy Code Chapter 5 avoidance powers. And in
9 relation thereto, the Monitor has continued to pursue an
10 investigation of a tracing of funds and what have you as best
11 as possible.

12 With that in mind, and I think -- again, I'm kind of
13 trying to, I think, explain motivations here -- I think the
14 Monitor, being concerned about doing as much as possible as
15 quickly as possible, filed the current motions before the
16 Court in order to obtain an application of the automatic stay
17 of Section 362(a) to the accounts that I previously mentioned
18 that are held in the name of our two Respondent entities and
19 any real property that may continue to be held in the name of
20 the two Respondent entities, under the argument that the
21 Debtors have an interest in that property, or an arguable
22 interest in the properties, and/or to extend the stay provided
23 by Section 362(a) to those properties, or, in the alternative,
24 to seek an injunction under Section 105(a) of the Bankruptcy
25 Code to enjoin the Respondent parties from taking any action

1 in relation to that property.

2 In response, the Respondents dispute any application of
3 the automatic stay with respect to the property, arguing that
4 the Debtors have no interest in the property, also disputing
5 that there is even an arguable interest in the properties,
6 further disputing that there are any circumstances that would
7 warrant an extension of the automatic stay to any such
8 property or interests. And as to the request for an
9 injunction, objects to the request both procedurally and
10 substantively.

11 So, turning to an analysis of where that leaves us,
12 starting with, I guess, just in relation to all aspects of the
13 requested relief, it is clear that the Debtors have the burden
14 of proving that any of the relief requested is warranted.
15 Starting with the automatic stay or just general observations
16 with respect to the automatic stay, obviously, Section 362(a)
17 of the Bankruptcy Code imposes a broad-based protective
18 injunction in favor of the debtor and the bankruptcy estate
19 upon the filing of a petition for bankruptcy relief.

20 The injunction, which we know as is the automatic stay, is
21 immediately imposed and enforceable against all individuals
22 and entities as of the filing of the petition, without the
23 necessity of the filing of a separate action to obtain it.

24 The automatic stay is central to the bankruptcy process,
25 providing not only a temporary breathing spell to the debtor

1 from creditor collection activity, but also protection to all
2 creditors against the possibility of only a few of them, those
3 who successfully win the proverbial race to the courthouse,
4 obtaining a preferential recovery, to the detriment of all
5 other similarly-situated creditors.

6 Among the conduct enjoined by the automatic stay is any
7 act to exercise control over property of the estate. That is
8 set forth within 11 U.S.C. Section 362(a)(3). And then with
9 respect to property of the estate, we know that property of
10 the estate is governed by Section 541 of the Bankruptcy Code.
11 And pursuant to Section 541(a)(1) of the Bankruptcy Code, we
12 know that the estate includes all legal or equitable interests
13 of the debtor in property as of the commencement of the case.

14 In relation to property of the estate and the scope of the
15 automatic stay, certain observations have been made that are
16 relevant here, one of which was made by the Fifth Circuit in
17 the *Edge Petroleum Operating Company v. GPR Holdings, LLC* case
18 at 483 F.3d 292 on Page 301, noting that Section 362(a)
19 recounts a long list of actions that are stayed by the filing
20 of a bankruptcy petition, but the provision does not apply,
21 however, to actions not directed against the debtor or
22 property of the debtor. Kind of an obvious statement.

23 So, with that in mind, focusing on the I'll call it plain
24 language of Section 362(a)(3) and 541, there were a series of
25 questions that were asked to Mr. Konowalchuk regarding the

1 current known information with respect to the Debtor entities
2 and also in relation to the disclosures that have been filed
3 on behalf of the Debtors under penalty of perjury, including
4 Schedules and Statement of Financial Affairs.

5 What came out of that exchange with Mr. Konowalchuk is
6 that, as of this moment, he is not aware of any assets or has
7 not identified any assets of the Debtor that are within the
8 possession of the Respondents. He has not identified any
9 transfers of property by the Debtors to the Respondents. He
10 does not have any current knowledge that any cash in the Chase
11 accounts is in fact property of the estates of the Debtors.
12 He doesn't have any current knowledge that either of the
13 Respondents was in fact the recipient of an avoidable transfer
14 by the Debtors.

15 The Debtors don't themselves hold the Chase accounts or
16 own the Chase accounts, or any accounts at this point. The
17 Debtors do not have an ownership interest in the Respondents,
18 with the exception of in the case of the Trails of Fossil
19 Creek Properties, LP, it does appear that it's been
20 acknowledged that the Fossil Creek Debtor owns a one-ten-
21 thousandth general partner or partnership interest in the
22 Trails of Fossil Creek Properties, LP entity.

23 And according to Mr. Lind's testimony, once the -- I
24 should say, by the end of 2014, again, rolling back the clock
25 about 10 years, by the end of 2014 or early 2015, all of the

1 UFI interests in the properties at issue, the Fossil Creek and
2 the Windridge properties, had been sold. The Debtor no longer
3 owned any interest in the investment real property. And that
4 effectively as of that point in time the Debtor entities
5 became effectively dormant entities, with no assets, no
6 employees, and no operations, which does seem in part to be
7 true, although I do scratch my head as to why it then got into
8 the business of being a general partner of the Respondents for
9 a period of time.

10 But in any event, we had, at least based upon the
11 testimony and evidence presented, I find on the plain language
12 of Section 362(a) and 541, there wasn't a clear-cut
13 evidentiary trail to find that any of the monies in the Chase
14 accounts or any real -- or any property, frankly, held by the
15 Respondents at all is property of the estates.

16 Now, in response to that, the Debtors have tried to argue
17 the angle that while there might not be currently direct
18 evidence of all this, where you see smoke there's often a
19 fire, and that therefore there is an arguable possibility that
20 the Respondents hold property of the estate or should be
21 accountable for property of the estate, and sort of trots out
22 the Fifth Circuit's *Chesnut* opinion for the proposition that,
23 when there's doubt, the stay ought to apply.

24 And in that regard, the *Chesnut* opinion that I'm referring
25 to is *Brown v. Chesnut (In re Chesnut)*, 422 F.3d 298, a Fifth

1 Circuit 2005 opinion in which -- I should say the Fifth
2 Circuit initially recognized that Section 362(a)(3) bars any
3 act to obtain possession of property of the estate, and, by
4 negative implication, allows any act to obtain possession of
5 property that is not property of the estate, but then goes on
6 to say that the policy and structure of the Bankruptcy Code
7 suggests that the automatic stay covers at least some arguable
8 property, and goes on to explain that the breadth of Section
9 362(a) suggests a congressional intent that, in the face of
10 uncertainty or ambiguity, courts should presume protection of
11 arguable property, and then it kind of goes on after that to
12 talk about different facets of this, that part of the argument
13 by the other party was, well, you know, if there's a question,
14 if it's ultimately resolved that it wasn't property of the
15 estate -- I'm sorry, actually, it was the other way around --
16 that the other party said, well, you know, don't apply the
17 automatic stay. If it turns out that it was subject to the
18 automatic stay, we can retroactively unwind that. And the
19 Fifth Circuit says that kind of can become very cumbersome and
20 problematic down the road. Can you really unscramble the egg
21 or whatever?

22 And so, again, it sort of led to this body of law that, if
23 it's arguable, then we ought to defer to the conservative
24 approach and say that the stay applies.

25 That said, the Fifth Circuit also noted in a cautionary

1 comment at the conclusion of the opinion, saying that not
2 every bankruptcy petition with an attendant claim of a right
3 in property will transform what is obviously not property of
4 the estate into arguable property that is subject to process
5 requirements.

6 And I do think that the Respondents' counsel persuasively
7 argued that it's important facts matter, effectively, and
8 *Chesnut* highlights a unique situation where there was more
9 than just an assertion of a possible property interest, but
10 rather a very probable possibility -- I guess I'm sort of
11 using two different terms there -- an actual colorable, viable
12 claim to the property being property of the estate. Even if
13 ultimately it doesn't prove to be property of the estate,
14 there was a viable claim. And in particular, the issue there
15 was the dispute in the case was where there was certain
16 property, whether it was separate property of the nondebtor or
17 it was community property in which the debtor had a community
18 property interest along with the nondebtor spouse or ex-
19 spouse, whichever it was. And recognizing that under Texas
20 law there is a presumption that property that is acquired
21 during the marriage is presumptively community property until
22 proven otherwise, that that presented enough of a colorable
23 claim to the property or basis for an assertion that it's
24 community property for the application of the automatic stay
25 to result, even though there was no actual determination of

1 the property interest at that point in time, that that would
2 be something that would have to be worked out later.

3 So, in other words, it's not enough -- and the Fifth
4 Circuit even highlights this in the *Chesnut* case -- it's not
5 enough to effectively just make sort of an *ipse dixit*
6 statement that no, no, we have an interest in this property.
7 There needs to be a substantiated, colorable basis for that
8 assertion, particularly when there's not some sort of patent
9 presumption effectively created.

10 For example, if property were titled in the debtor but
11 there was a dispute about it, well, just having title would be
12 enough to create a colorable claim. If there was some other
13 indicia of an equitable interest, then there would be a basis.

14 Here, I think, honestly, I'm just going to be clear and
15 upfront right now, which is I do not find that the Debtor has
16 carried the burden of proving -- the Debtors, plural -- have
17 carried the burden of demonstrating that there is an arguable
18 interest in the property involved here of the Respondents'.
19 I'm going to sort of footnote that and recognize again that I
20 think honestly what's going on is Alvarez & Marsal Canada is
21 extremely concerned about what's going on. They are doing the
22 best job that they can under the circumstances to investigate
23 what they can as quickly as possible, and there's a time issue
24 here and they're worried. And I, quite frankly, think they
25 jumped the gun a little bit on this, because you're not going

1 to get what you don't ask for, and so let's ask for it and try
2 to see what we can do, even though we don't know. But I just
3 don't have anything in front of me that carries the day to
4 show that there's even an arguable argument.

5 So then that takes us to the other angles. Do we have an
6 argument for an extension of the automatic stay to any of this
7 property? And we have some indication of what does that mean
8 from the *Reliant Energy Services, Inc. v. Enron Canada Corp.*
9 case at 349 F.3d 816. It's a Fifth Circuit 2003 opinion in
10 which there may be circumstances where, even though we know
11 that the case law is clear that the automatic stay only
12 applies to the debtor and property of the estate, that there
13 may be circumstances where there is such an identity of
14 interest between the debtor and a nondebtor party that it can
15 be said that any actions in relation to the nondebtor party
16 sort of necessarily involve the debtor, or any actions in
17 relation to property involved is necessarily sort of property
18 of the estate.

19 It's generally come up in the context of claims against a
20 nondebtor party as opposed to a claim by the debtor to try to
21 get relief, and most often is a situation where we have, for
22 example, an indemnity or potentially joint tortfeasor type of
23 scenario where an action against the nondebtor party will
24 necessarily mean that the debtor party is now liable. Like,
25 there's just, even though the debtor party might not be

1 involved in what's going on, it's over by the time -- if
2 there's some action taken against the nondebtor, it is the
3 equivalent of against the Debtors.

4 And again, I just don't find here that there's any -- I
5 mean, there's certainly a lot of interesting -- all of these
6 things that are going on, all of these transactions, certainly
7 seem to be part of a unified project. But that said, I don't
8 have enough to sort of show that there's a unity of interest
9 between the Debtor entities and the Respondents themselves, as
10 opposed to, I think, quite frankly, if there was any type of
11 unity of interest that should be argued here, it's sort of
12 between the Canadian investors' investment vehicle, being the
13 Fossil Creek A2A, LP and Hills of Windridge A2A, LP entities
14 and the subsequent UFI trusts that were set up, and maybe Mr.
15 Foo directly, and whatever other entities they may have
16 established.

17 In other words, the Debtor entities really themselves
18 didn't have a dog in this hunt, effectively. It was an entity
19 that was used to effectuate things that ultimately were in
20 fact effectuated through separate entities. And so I think
21 really what's going on or what needs to occur is action in
22 relation to those other entities, as opposed to through the
23 Debtor.

24 But, again, I'm not faulting the Monitor for going down
25 this path. I just think that it's a difficult path.

1 So now we're into injunction-land under Section 105.
2 Section 105(a) provides that the court may issue any order,
3 process, or judgment that is necessary or appropriate to carry
4 out the provisions of this title, this title being the
5 Bankruptcy Code. And that provision has been described as
6 effectively similar in effect to the All Writs Statute
7 authorizing bankruptcy courts to issue injunctions and take
8 other necessary steps in aid of their jurisdiction. That was
9 recognized by the Fifth Circuit in the *United States v. Sutton*
10 case, 786 F.2d 1305, a Fifth Circuit 1986 opinion.

11 In relation to the request for injunctive relief, the
12 Respondents have raised both a procedural and a substantive
13 objection. Starting with the procedural objection, the
14 assertion is, look, if you're attempting to obtain injunctive
15 relief, that is a matter that is subject to a full-blown
16 adversary proceeding and cannot be granted in the context of a
17 contested matter proceeding.

18 In relation to that, as of course we all know, in a
19 bankruptcy case, when relief is requested, it can take the
20 form of a contested matter proceeding within the main
21 bankruptcy itself or an independent adversary proceeding in
22 which a separate docket is maintained. A contested matter is
23 typically triggered by a request for relief involving the
24 debtor or property of the estate. It is expressly governed by
25 provisions of the Bankruptcy Code. An adversary proceeding,

1 on the other hand, is typically triggered by a request to
2 recover money or property from another; a request for the
3 resolution of a dispute involving the validity, priority, and/
4 or extent of a party's asserted lien or other interest in
5 property; a request to obtain injunctive or other equitable
6 relief; or some individual debtor-specific issues. And
7 because these types of requests for relief seek to impact the
8 property rights or freedom of action of a party in a way that
9 goes beyond the relief automatically provided under the
10 Bankruptcy Code, they are treated in much the same manner as a
11 nonbankruptcy federal civil action. As such, they are given a
12 separate docket, they are procedurally governed by most of the
13 Federal Rules of Civil Procedure applicable to nonbankruptcy
14 federal civil actions, and are typically placed on a longer
15 trial track.

16 Bankruptcy Rule 7001 details the types of proceedings that
17 constitute adversary proceedings governed by the adversary
18 proceeding rules, and in that regard Bankruptcy Rule 7001(g)
19 provides that a proceeding to obtain an injunction constitutes
20 an adversary proceeding.

21 The Respondents point to the Fifth Circuit's case in *Zale*,
22 62 F.3d 746, a Fifth Circuit 1995 case in which the Fifth
23 Circuit noted that a request for an injunction is an adversary
24 proceeding and that the failure to initiate an adversary
25 proceeding can be a procedural foot fault, effectively.

1 That is not all, however, that the Fifth Circuit said in
2 *Zale*. The Fifth Circuit went on in *Zale* to note that that
3 right to an adversary proceeding is a right that may be waived
4 if the parties are apprised of and have a chance to address
5 all of the issues being decided. And in effect, what that
6 means is that, provided a litigant has been afforded the
7 desired procedural protections of an adversary proceeding,
8 then, in effect, form should not preside over substance.

9 So, again, really, the issues are has there been a fair
10 apprisement of what is at issue and a full and fair
11 opportunity to address that, including any procedural
12 protections that would be available under the adversary rules,
13 noting that in Bankruptcy Rule 9014(c), in a contested matter,
14 substantially all of the adversary proceeding rules are
15 applicable, including the ability to take depositions, the
16 ability to submit written discovery, and other protections --
17 interrogatories, production requests, what have you.

18 Hence, I spent some time in our hearing asking questions
19 about what is it that you are not able to do? Did you not get
20 to take a deposition? Did you not get to do written
21 discovery? What procedural rules were you deprived of? And
22 the answer was effectively none. There wasn't anything with
23 respect to process that there was a deprivation of. Instead,
24 it was an argument that there wasn't a fair apprisement of
25 what the nature of the claim being asserted was.

1 And in that regard, I will just highlight, for example,
2 the Supreme Court's reminder in *Butner v. United States*, 440
3 U.S. 48, a 1979 opinion, right after the Bankruptcy Code was
4 enacted, where, when it comes to property interests, which is
5 what we're dealing with, property interests are created and
6 defined by state law inherently, and unless some federal
7 interest requires a different result, there is no reason why
8 such interest should be analyzed differently simply because an
9 interested party is involved in a bankruptcy proceeding.
10 That's what was noted in *Butner*. And, of course, *Butner* is
11 one of those cases that we all know well.

12 With that in mind, I do find that the Respondents have
13 raised a legitimate issue. If we're not talking about
14 property of the estate or arguable property of the estate or
15 something as to which the stay can be extended to because of
16 an identity of interest, we have to know what is the basis for
17 the claim to preclude a nondebtor party from using its
18 property.

19 Now, what I would suspect often comes up in that context
20 would be sort of a prejudgment argument as to an avoidance
21 action claim, for example. Or, as the Respondents attempted
22 to argue a lot, some sort of prejudgment attachment or what
23 have you that would accompany that.

24 Here, there was no identification of a colorable claim
25 currently. There was a lot of talk about we're still

1 investigating whether or not there's a potential avoidance
2 action claim here, we're still investigating whether or not
3 there is possibly -- there were some funds that got moved from
4 one place to another that somehow trace back to the Debtor,
5 we're still investigating whether or not there is certain real
6 property that originated with the Debtor entities, some
7 residual interests, for example, in the two projects, the
8 Hills of Windridge and the Trails of Fossil Creek, that wasn't
9 the subject of the UFI sale/investment opportunity that
10 somehow was retained and where did that go? If it's no longer
11 in the Debtor, is it possible that some of that found its way
12 to the Respondents?

13 Again, lots of question marks, but nothing that could be
14 pointed to currently.

15 And, again, I don't fault the Monitor for trying to be
16 aggressive, because I'm sure he's getting lots -- I say he;
17 obviously, Mr. Konowalchuk -- I'm just going to keep getting
18 this wrong -- Mr. Konowalchuk probably has lots of individual
19 investors constantly calling his office, wanting answers. So
20 I get it. He wants to be able to say, I have done everything
21 possible to reach as far as I possibly can to try to preserve
22 the status quo at least until we can conclude our
23 investigation and then figure out where to go.

24 But at the same time, the Court has to look at this
25 through the lens of this is affecting other parties, too, and

1 I have to have at least a colorable basis to hang my hat on in
2 order to provide that type of extraordinary relief.

3 And so, from a procedural standpoint, I find that the
4 Respondents' argument about a lack of an adversary proceeding
5 is a fair one and a sustainable objection because I don't
6 think that there was enough to get a waiver here because of
7 the failure to provide a sufficient apprisement of what the
8 underlying cause of action would be.

9 But even if we were to get beyond that and we moved into
10 the substantive territory, we know that *Zale* also points out
11 that when we're talking about an injunction, we have to look
12 at injunctive standards, being substantial likelihood of
13 success; is there the likelihood of irreparable injury in the
14 absence of providing the injunction; what is the harm to other
15 parties; and looking at the public interest.

16 If we start with the substantial likelihood of success, we
17 run into the same wall as I've already talked about in terms
18 of the apprisement of what the underlying claim is. There's
19 been no satisfaction of the burden of proof of establishing
20 the existence of a colorable claim which would give the
21 estates the right to the property involved, at least at this
22 stage.

23 And then when we look at the other aspects of this, again,
24 this is kind of where it gets really tricky, too, because
25 it's, all right, what about irreparable injury? If the

1 injunction is not provided, will there be irreparable injury
2 to the estate? What I really heard most about from Mr.
3 Konowalchuk was potential injury to the investors, which, I
4 get it, the whole CCAA is designed to protect the investors,
5 but I don't have anything to indicate that -- the investors
6 don't own an interest in the Debtors. The investors, as far
7 as I can tell, haven't asserted claims against the Debtors
8 yet. Now, the bar date I don't think has passed. But there's
9 not really a great angle here to argue that there's
10 irreparable injury to the Debtors themselves and the estates
11 of the Debtors, as opposed to the other angle of all this is
12 the investors, who may have their own direct argument for some
13 type of injunctive relief against the Respondents directly,
14 potentially through their own investment vehicles, being the
15 two that were the upstreams from the trusts that they invested
16 in.

17 At least at this point, I don't really think that there's
18 been a showing of irreparable injury as well.

19 With respect to injury to other parties, obviously, the
20 Respondents -- this is also kind of an interesting analysis --
21 there was an articulated harm. I don't know that I ever
22 actually got testimony *per se* on whether or not the
23 Respondents would be harmed. And it sort of is kind of fuzzy
24 at best, because we have this affidavit from Mr. Lind saying,
25 we need to imminently get this money out to the investors that

1 was back in November, but yet nothing was done. But I don't
2 know, maybe that's because there was a fear that the CCAA
3 order still precluded them. Or not. I don't know.

4 And then, of course, the Chase accounts, at least where
5 the funds are, were frozen by Chase eventually in I think it
6 was March.

7 But in any event, when we get to the public interest, I'm
8 just going to call that one a neutral at this point. I know
9 that the Respondents think that you can't have this situation,
10 it's not right from a public interest standpoint for people to
11 come in and be able to get injunctive relief without a clear
12 showing. And I do, I get that. The flip side is these
13 entities are clearly part of a unified developmental operation
14 that involved the investors, in relation to which I at least
15 have some evidence that there has not been sufficient
16 transparency and potentially some serious questions about
17 missing property in relation to the investors.

18 Now, again, that's really more investor-focused as opposed
19 to Debtor-focused. But in the bigger picture of public
20 interest, I don't know, there's some public interest there,
21 too. So, like I said, I'm just going to call that a neutral.

22 But no matter how you slice and dice it, when I am looking
23 at the requirements to obtain injunctive relief, I just find
24 that, despite the best possible efforts of the Monitor, that
25 the Debtors have not carried the burden of proving the grounds

1 that are necessary in order to obtain injunctive relief under
2 105(a), even if we get past the procedural barrier.

3 So, in conclusion, for all of those reasons, I am going to
4 deny the motion, the two motions, filed by the Debtors. I do,
5 however, want to make it crystal clear, so that this doesn't
6 get trotted out for an improper purpose: In denying this
7 relief, I am making no determination with respect to any
8 property rights on a definitive basis. Obviously, as pointed
9 out by the Respondents, any type of a final adjudication of
10 who owns an interest in property, that's an adversary
11 proceeding anyway, and what we are trying to do is deal with
12 certain things on a summary basis for stay purposes. Sort of
13 similarly, nothing that I have said should be construed as
14 making any determination whatsoever with respect to whether or
15 not any avoidable transfers have been made from the Debtors to
16 the Respondents. Or anyone else, for that matter. Again,
17 that's an adversary proceeding.

18 And finally, just that the Court's determination with
19 respect to what I have before me today is necessarily without
20 prejudice to the Debtors being able to take any action that it
21 may deem appropriate or necessary down the road should, after
22 the investigation that the Monitor is hurriedly trying to
23 conclude, end up showing that there are facts that are
24 currently unknown, frankly, to the Court that suggest that
25 some relief is warranted.

1 And, of course, it's without prejudice to seeking any sort
2 of other avenues of investigative discovery or what have you
3 that are warranted to try to pin certain things down.

4 It obviously sounds like the Monitor has its hands full in
5 this one, because when we've got Mr. Foo, who seems to be the
6 central -- the sort of key figure in having the knowledge base
7 of where all these things are, being located overseas, we have
8 Mr. Lind, who seems to have a lot of information, is certainly
9 well-spoken, but certainly has a lot of information you would
10 think to be able to share, also being overseas, it's a
11 complicated process to try to undertake discovery in relation
12 to foreign jurisdictions. But that's why you get an Alvarez &
13 Marsal organization involved, because they will use all their
14 toolsets to try to figure it all out.

15 So, anyway, that concludes the Court's ruling. I know
16 it's long. I know it's late. I appreciate everybody bearing
17 with the Court.

18 I would ask that, Mr. Kane, you take the laboring oar on
19 putting together a simple order in each case that denies the
20 requested relief for the reasons stated on the record, which
21 are incorporated by reference. No other fanfare is needed.
22 Just circulate that to Mr. Cooley so he can take a look at it
23 before you upload it to the Court. And that will conclude our
24 proceedings today. So, again, thank you all for being here.

25 Anything we need to touch base on?

1 MR. COOLEY: Thank you for the diligence in getting
2 us a ruling so quickly, Your Honor. We do appreciate it.

3 THE COURT: Okay. Well, very good. Good to see you
4 all. That will conclude our matters on the docket today. The
5 Court will be in recess.

6 MR. COOLEY: Thank you, Your Honor.

7 MR. KANE: Thank you, Your Honor.

8 THE CLERK: All rise.

9 (Proceedings concluded at 5:41 p.m.)

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20 CERTIFICATE

21 I certify that the foregoing is a correct transcript from
22 the electronic sound recording of the proceedings in the
above-entitled matter.

23 **/s/ Kathy Rehling**

06/11/2025

24

25

Kathy Rehling, CETD-444
Certified Electronic Court Transcriber

Date

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APPENDIX "C"

A2A Group
16 Week Cash Flow Forecast
for the period ending January 30, 2026
unaudited, CDN \$000s (USD amounts translated at 1.39)

<i>week ending</i>	2025-10-17	2025-10-24	2025-10-31	2025-11-07	2025-11-14	2025-11-21	2025-11-28	2025-12-05	2025-12-12	2025-12-19	2025-12-26	2026-01-02	2026-01-09	2026-01-16	2026-01-23	2026-01-30	Total
Other Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	(184.8)	-	-	(149.8)	-	-	-	-	(149.8)	-	-	-	(149.8)	-	-	-	(634.2)
Professional Fee Disbursements	(5.5)	-	-	(4.5)	-	-	-	-	(4.5)	-	-	-	(4.5)	-	-	-	(19.0)
Sales Tax	(7.5)	-	-	(5.8)	-	-	-	-	(5.8)	-	-	-	(5.8)	-	-	-	(24.9)
Contingency	(19.8)	-	-	(16.0)	-	-	-	-	(16.0)	-	-	-	(16.0)	-	-	-	(67.8)
Total Accrued Disbursements	(217.6)	-	-	(176.1)	-	-	-	-	(176.1)	-	-	-	(176.1)	-	-	-	(745.9)
Net Cash Flow	(217.6)	-	-	(176.1)	-	-	-	-	(176.1)	-	-	-	(176.1)	-	-	-	(745.9)
Opening Cash	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8
Interim Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administration Charge	217.6	-	-	176.1	-	-	-	-	176.1	-	-	-	176.1	-	-	-	745.9
Net Cash Flow	(217.6)	-	-	(176.1)	-	-	-	-	(176.1)	-	-	-	(176.1)	-	-	-	(745.9)
Ending Cash	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8	48.8
Opening Administration Charge	2,173.2	2,390.8	2,390.8	2,390.8	2,566.9	2,566.9	2,566.9	2,566.9	2,566.9	2,743.0	2,743.0	2,743.0	2,743.0	2,919.1	2,919.1	2,919.1	2,173.2
Allocated	217.6	-	-	176.1	-	-	-	-	176.1	-	-	-	176.1	-	-	-	745.9
Closing Administration Charge	2,390.8	2,390.8	2,390.8	2,566.9	2,566.9	2,566.9	2,566.9	2,566.9	2,743.0	2,743.0	2,743.0	2,743.0	2,919.1	2,919.1	2,919.1	2,919.1	2,919.1
Opening Interim Financing	(1,250.0)	(1,250.0)	(1,250.0)	(1,250.0)	(1,250.0)	(1,250.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,250.0)
Interim Financing Funded	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interim Financing Fees	-	-	-	-	-	(37.5)	-	-	-	-	-	-	-	-	-	-	(37.5)
Interest Reserve & Fee Holdback	-	-	-	-	-	(187.5)	-	-	-	-	-	-	-	-	-	-	(187.5)
Closing Interim Financing	(1,250.0)	(1,250.0)	(1,250.0)	(1,250.0)	(1,250.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)	(1,475.0)

Disclaimer

In preparing the Updated CF Forecast, the Monitor has made certain assumptions discussed below with respect to the requirements and impact of a filing under the Companies' Creditors Arrangement Act ("CCAA"). Since the Updated CF Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast Period will vary from the forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or protections will be realized. The Updated CF Forecast is presented in thousands of Canadian dollars.

Note 1: Estimate for professional fees and expenses. The estimate includes the time and expenses expected to be incurred in relation to, among other things, the Chapter 11 proceeding and the Angus Manor sales process. The estimate also includes the time and expenses expected to be incurred if the Additional Project Entities are added to the CCAA Proceeding. In the event the Additional Project Entities are not added, the estimate for professional fees and expenses may be lower.