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COURT FILE NUMBER

2401-15969

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

Clerk's Stamp



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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF
ANGUS A2A GP INC., ANGUS MANOR PARK A2A GP INC., ANGUS
MANOR PARK A2A CAPITAL CORP., ANGUS MANOR PARK A2A
DEVELOPMENTS INC., HILLS OF WINDRIDGE A2A GP INC.,
WINDRIDGE A2A DEVELOPMENTS, LLC, FOSSIL CREEK A2A GP
INC., FOSSIL CREEK A2A DEVELOPMENTS, LLC, A2A
DEVELOPMENTS INC., SERENE COUNTRY HOMES (CANADA) INC.,
A2A CAPITAL SERVICES CANADA INC., WINGHAM A2A
DEVELOPMENTS INC., LAKE HURON SHORES A2A
DEVELOPMENTS INC., and MEAFORD A2A DEVELOPMENTS INC.

APPLICANT

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed
Monitor of ANGUS A2A GP INC., ANGUS MANOR PARK A2A GP INC.,
ANGUS MANOR PARK A2A CAPITAL CORP., ANGUS MANOR PARK
A2A DEVELOPMENTS INC., HILLS OF WINDRIDGE A2A GP INC.,
WINDRIDGE A2A DEVELOPMENTS, LLC, FOSSIL CREEK A2A GP
INC., FOSSIL CREEK A2A DEVELOPMENTS, LLC, A2A
DEVELOPMENTS INC., SERENE COUNTRY HOMES (CANADA) INC.,
A2A CAPITAL SERVICES CANADA INC., WINGHAM A2A
DEVELOPMENTS INC., LAKE HURON SHORES A2A
DEVELOPMENTS INC., and MEAFORD A2A DEVELOPMENTS INC.

DOCUMENT

**ORDER APPROVING STAY EXTENSION & MISCELLANEOUS
RELIEF**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

Cassels Brock & Blackwell LLP
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Attention: Jeffrey Oliver / Danielle Marechal

File no. 57100-4

DATE ON WHICH ORDER WAS PRONOUNCED:

October 31, 2025

LOCATION WHERE ORDER WAS PRONOUNCED:

Calgary, Alberta

JUSTICE WHO MADE THIS ORDER:

The Honourable Justice Jones

UPON the application (the "**Application**") of Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the court-appointed monitor with enhanced powers (in such capacity, the "**Monitor**") of Angus A2A GP Inc., Angus Manor Park A2A GP Inc., Angus Manor Park A2A Capital Corp., Angus Manor Park A2A Developments Inc., Hills of Windridge A2A GP Inc., Fossil Creek A2A GP Inc., A2A Developments Inc., Serene Country Homes (Canada) Inc., A2A Capital Services Canada Inc., Wingham A2A Developments Inc., Lake Huron Shores A2A Developments Inc., and Meaford A2A Developments Inc. (together the "**Canadian Respondents**") and Fossil Creek A2A Developments, LLC and Windridge A2A Developments, LLC (the "**US Debtor Companies**" and together with the Canadian Respondents, the "**Debtor Companies**"); **AND UPON** the application of the US Debtor Companies for an order terminating these proceedings they relate to the US Debtor Companies (the "**Cross-Application**"); **AND UPON** having read the Pre-filing Report of the Monitor dated November 13, 2024, the First Report of the Monitor dated November 20, 2024, the First Supplement to the First Report of the Monitor dated November 21, 2024, the Second Supplement to the First Report of the Monitor dated November 25, 2024, the Second Report of the Monitor dated November 28, 2024, the Third Report of the Monitor dated December 13, 2024, the First Supplement to the Third Report of the Monitor dated December 17, 2024, the Fourth Report of the Monitor dated February 19, 2025, the First Supplement to the Fourth Report of the Monitor dated February 24, 2025, the Fifth Report of the Monitor dated April 7, 2025, the First Supplement to the Fifth Report of the Monitor dated April 15, 2025, the Sixth Report of the Monitor dated June 10, 2025, the Seventh Report of the Monitor dated July 21, 2025; the First Supplement to the Seventh Report of the Monitor dated September 15, 2025, the Eighth Report of the Monitor dated October 17, 2025 (the "**Eighth Report**") and the First Supplement to the Eighth Report of the Monitor dated October 28, 2025 ("**First Supplement to the Eighth Report**"); **AND UPON** reviewing the Initial Order granted by the Honourable Justice C. Feasby in these proceedings on November 14, 2024, the Amended and Restated Initial Order granted by the Honourable Justice C. Simard in these proceedings on November 25, 2024 (the "**ARIO**"), the Order granted by the Honourable Justice C. Feasby in these proceedings on December 20, 2024, the Order granted by the Honourable Justice C. Feasby in these proceedings on January 29, 2025, the Order granted by the Honourable Justice C. Feasby in these proceedings on February 11, 2025, the Order granted by the Honourable Justice Campbell in these proceedings dated March 5, 2025, the Order granted by the Honourable Justice C. Feasby in these proceedings dated April 16, 2025; the Order granted by the Honourable Justice Neufeld in these proceedings dated June 19, 2025, the Order granted by the Honourable Justice D. Mah in these proceedings dated July 29, 2025, and the Order granted by the Honourable Justice Bourque in these proceedings dated October 23, 2025; **AND UPON** reading the Brief of the Monitor filed October 17, 2025; the Brief of the US Debtor Companies filed October 17, 2025 and the Reply Brief of the Monitor filed October 23, 2025 **AND UPON** hearing counsel for the Monitor, Representative Counsel, counsel for the US Debtor Companies and counsel for the Canadian Respondents and any other party in attendance on October 29, 2025; **AND UPON** judgment of the Application and the

Cross-Application being reserved until October 31, 2025 **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE OF APPLICATION

1. The time for service of the notice of application (the "**Application**") for this order (the "**Order**") is deemed good and sufficient and the Application was properly returnable on October 29, 2025.

CAPITALIZED TERMS

2. Capitalized terms used herein but not otherwise defined in this Order shall have the meaning given to such terms in the ARIO or the Eighth Report.

STAY OF PROCEEDINGS

3. The Stay Period is hereby extended until and including January 30, 2026.

EXEMPTION FROM CERTAIN REPORTING OBLIGATIONS

4. For the duration of the Stay Period, the Debtor Companies and Affiliate Entities (as defined in the ARIO) are relieved from any and all continuous disclosure, reporting and filing obligations (collectively the "**Securities Filings**") that may be required of any Debtor Company or Affiliate Entity under any federal or provincial law respecting securities or capital markets in Canada, including, without limitation, the *Securities Act*, RSA 2000, c S-4, *Securities Act*, RSO 1990, c S5, *Securities Act*, RSQ, c V-1 or any other comparable statutes enacted by a province or territory of Canada, other than British Columbia, and the regulations promulgated thereunder, any rules and regulations of any securities regulator, other than the British Columbia Securities Commission, including, without limitation, the Alberta Securities Commission, the Ontario Securities Commission and the *Autorité des marchés financiers*, and other rules, regulations and policies respecting securities or capital markets in Canada (collectively, the "**Applicable Securities Law**").
5. None of the Monitor or the Monitor's directors, officers, employees, and other representatives shall have any personal liability for any failure by the Debtor Companies to make any Securities Filings required by any Applicable Securities Law.

INCREASE TO CHARGES

6. The aggregate amount of the Administration Charge set out in paragraphs 49 of the ARIO is increased from \$2,500,000 to \$3,000,000.
7. The aggregate amount of the Interim Lender's Charge set out in paragraphs 54 of the ARIO is increased from \$1,250,000 to \$1,500,000.
8. The ARIO shall be and is hereby amended by deleting paragraph 57 thereof and replacing it with new paragraph 57 reading as follows:

57. The priorities of the Administration Charge, and the Interim Lender's Charge, as among them, shall be as follows:

First – Interim Lender's Charge (to the maximum amount of \$1,500,000, plus the amount of all interest, fees and expenses in respect of the principal amount advanced under the Term Sheet and/or Definitive Documents); and

Second – Administration Charge (to the maximum amount of \$3,000,000).

INTERIM FINANCING FACILITY

9. The letter of agreement between the Monitor and Pillar Capital Corp. (the “**Interim Lender**”) amending the Term Sheet (as defined at paragraph 52 of the ARIO) dated October 28, 2025 and attached as Appendix “B” to the First Supplement to the Eighth Report (the “**Interim Financing Amendment**”) is hereby approved.
10. The Monitor and the Interim Lender are authorized and directed to amend the maturity date of the Interim Financing Facility pursuant to the Interim Financing Amendment to August 19, 2026 (the “**Maturity Date Extension**”) and the Monitor, on behalf of the Debtor Companies and Affiliate Entities, is hereby authorized and empowered to execute and deliver such agreements as required to give effect to the Maturity Date Extension, including, without limitation, the Interim Financing Amendment.

APPROVAL OF ACTIVITIES OF MONITOR

11. The Seventh Report of the Monitor dated July 21, 2025; the First Supplement to the Seventh Report of the Monitor dated September 15, 2025, the Eighth Report, the First Supplement to the Eighth Report and the actions, conduct and activities of the Monitor set out therein are approved.

ADJOURNMENT

12. The Cross-Application is hereby adjourned *sine die*.

COSTS SUBMISSIONS

13. If the parties cannot otherwise agree on costs for the Application, interested parties shall provide written submissions to the Court with respect to costs not exceeding three pages, within 30 days of the date hereof.

SERVICE AND NOTICE PROTOCOL

14. This Order shall be served upon those parties listed on the Service List by ordinary mail, courier, or electronic transmission. Service is to be deemed in effect by the next business day following transmission or delivery of such documents.
15. The Monitor shall post a copy of this Order to the Monitor's Website for these proceedings: www.alvarezandmarsal.com/a2a.
16. Service of this Order to any other party is hereby dispensed with.



Justice of the Court of King's Bench of Alberta