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FORM 49
[RULE 13.19]

COURT FILE NUMBER	2401-15969
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ANGUS A2A GP INC., ANGUS MANOR PARK A2A GP INC., ANGUS MANOR PARK A2A CAPITAL CORP., ANGUS MANOR PARK A2A DEVELOPMENTS INC., HILLS OF WINDRIDGE A2A GP INC., WINDRIDGE A2A DEVELOPMENTS, LLC, FOSSIL CREEK A2A GP INC., FOSSIL CREEK A2A DEVELOPMENTS, LLC, A2A DEVELOPMENTS INC., SERENE COUNTRY HOMES (CANADA) INC. and A2A CAPITAL SERVICES CANADA INC.
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855 – 2nd Street SW, Calgary, AB Attention: Kelsey Meyer / Chyna Brown Telephone No.: 403-298-3323 / 3244 Email: meyerk@bennettjones.com / brownc@bennettjones.com Fax No.: 403-265-7219 Client File No.: 98939-1

JUDICIAL CENTRE OF CALGARY
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2401-15969
Oct 17, 2025
2:27 PM
CLERK OF THE COURT

AFFIDAVIT OF ALLAN WHITEFORD LIND

Sworn on October 16th , 2025

I, Allan Whiteford Lind, of the Republic of Singapore, MAKE OATH AND SAY THAT:

1. I am a director of Windridge A2A Developments, LLC ("**Windridge LLC**"), Fossil Creek A2A Developments, LLC ("**Fossil Creek LLC**" and, together with Windridge LLC, the "**Texas LLCs**"), Hills of Windridge A2A GP Inc. and Fossil Creek A2A GP Inc., and as such I have knowledge of the matters hereinafter deposed to, except where

stated to be based on information and belief, in which case I do verily believe the same to be true.

2. On March 17, 2025, Alvarez & Marsal Canada Inc., the Monitor in these *Companies' Creditors Arrangement Act* ("**CCAA**") proceedings, in its capacity as an appointed representative of the Texas LLCs, caused the Texas LLCs to file Motions with the U.S. Bankruptcy Court for the Northern District of Texas Fort Worth Division (the "**Motions**"). In the Motions, the Texas LLCs are collectively described as the "**Debtors**". Attached hereto as **Exhibits "1"** and **"2"** are true copies of the Motions for Entry of Order (i) Confirming the Automatic Stay Applies 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.

3. On June 5, 2025, the Honourable Edward L. Morris, U.S. Bankruptcy Judge, heard the Motions and rendered his decision. Attached hereto as **Exhibit "3"** is a true copy of the hearing transcript of the U.S. Bankruptcy Court's decision on June 5, 2025.

4. I am advised by legal counsel and do verily believe that Judge Morris subsequently issued Orders denying the Motions, filed at the U.S. Bankruptcy Court. Attached hereto as **Exhibit "4"** and **"5"** are true copies of the Orders denying the Motions.

5. I make this Affidavit in response to the application of the Monitor to extend these CCAA proceedings in relation to Hills of Windridge A2A GP Inc., Windridge A2A Developments, LLC, Fossil Creek A2A GP Inc. and Fossil Creek A2A Developments, LLC.

Sworn by Allan Whiteford Lind)
in the Republic of Singapore on the 16th)
October 2025)
)

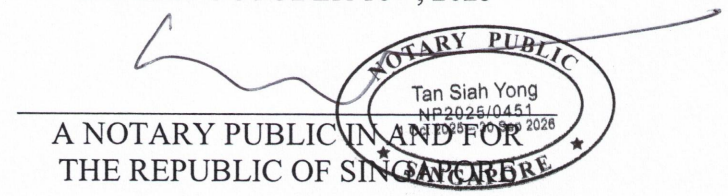
ALLAN WHITEFORD LIND

Before me

A Notary Public
Singapore

NOTARY PUBLIC
Tan Siah Yong
NP2025/0451
1 Oct 2025 – 30 Sep 2026
SINGAPORE

THIS IS EXHIBIT "1" OF THE AFFIDAVIT
OF ALLAN WHITEFORD LIND
SWORN OCTOBER 16th , 2025



A NOTARY PUBLIC IN AND FOR
THE REPUBLIC OF SINGAPORE

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Proposed Counsel to the Debtors

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

In re:	§ Chapter 11
	§
Fossil Creek A2A Developments, LLC	§ Case No. 25-40917
Windridge A2A Developments, LLC	§ Case No. 25-40920
	§
Debtors.	§

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) CONFIRMING THE AUTOMATIC STAY APPLIES 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

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT U.S. COURTHOUSE, 501 TENTH STREET, FORT WORTH, TEXAS 76102 BEFORE CLOSE OF BUSINESS ON APRIL 7, 2025, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

Debtor Fossil Creek A2A Developments, LLC ("***Fossil Creek LLC***") and Debtor Windridge A2A Developments, LLC ("***Windridge LLC*** together with Fossil Creek LLC, the ***"Debtors"***) hereby file this *Motion for Entry of an Order (i) Confirming the Automatic Stay Applies 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***"). In support of this Motion, the Debtors respectfully states as follows:

I.
RELIEF REQUESTED

1. Based on the information presently available to the Foreign Representative, the Foreign Representative believes that certain assets presently titled in the Trails of Fossil Creek Properties LP ("***Fossil Creek LP***") and Hills of Windridge LP ("***Windridge LP***") were originally owned by the above-captioned Debtors and were fraudulently transferred from the Debtors. As a result, those assets (together with the proceeds from the sale of certain of those assets, collectively, the "***Disputed Assets***") are not presently titled in the name of the Debtors and therefore not explicitly under the protection of the automatic stay, 11 U.S.C. § 362(a). As explained below, the Foreign Representative has commenced these chapter 11 purposes for the purpose of recovering the Disputed Assets by all appropriate means, including by commencing an adversary proceeding to avoid the transfer of those assets as fraudulent transfers under 11 U.S.C. §§ 544 and 548 and recover such assets (and proceeds) pursuant to 11 U.S.C. § 550. This effort will take time, however, and in the interim the Foreign Representative believes it is critical to secure the Disputed Assets pending adjudication of their proper ownership.

2. By this Motion, therefore, the Debtors request that entry of an order, pursuant to 11 U.S.C. §§ 105(a), 362(a), and 541(a), declaring that the automatic stay extends to the Disputed Assets presently held in the name of Fossil Creek LP and Windridge LP or, in the alternative, imposing an injunction under § 105(a) to comparable effect.

II.
JURISDICTION AND VENUE

3. This Court has jurisdiction over this Motion. 28 U.S.C. §§ 157, 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory basis for the relief requested herein is §§ 105(a), 362, and 541 of title 11 of the United States Code (the "***Bankruptcy Code***").[1]

III.
BACKGROUND

A. Procedural History

5. On the date hereof (the "***Petition Date***"), Alvarez & Marsal Canada Inc. in its capacity as the duly appointed representative (the "***Foreign Representative***") of the above-captioned Debtors filed voluntary petitions in the Court commencing cases for relief under chapter 11 of the Bankruptcy Code.

6. These chapter 11 cases concern two residential development projects located in the Dallas/Fort Worth area that owned and operated by a family of related entities referred to herein as the "**A2A Group**." The two real estate projects are:

(a) Trails of Fossil Creek ("***Fossil Creek***"), which is advertised as a 93-acre residential home development with 487 single detached family homes located in Fort Worth, Texas; and

(b) The Hills of Windridge ("***Windridge***"), which is advertised as a 415-acre residential development in the Dallas/Fort Worth area.

7. Effective March 5, 2025, the Canadian Court entered a *Stay Extension & Miscellaneous Relief Order* (the "***March 5 Order***") approving

[1] Unless otherwise noted, section (§) references are to the Bankruptcy Code.

the "**Texas Plan**" as reasonable and authorizing the Monitor, as Foreign Representative,

> to take any and all steps that it deems necessary or desirable to implement the Texas Plan or otherwise gain control of the Fossil Creek Lot, the Windridge Lands, and the sale proceeds from the Water District Sale and the Fossil Creek Sale (each as defined in the Fourth Report) or any other assets of the US Debtor Companies discovered by the Monitor.

March 5 Order ¶ 3.

8. The Debtors are also concurrently the subject of a proceeding pending under Canada's Companies' Creditors Act, R.S.C. 1985, c. C-36 (as amended, the "***CCAA***") in the Court of King's Bench of Alberta, Judicial Centre of Calgary (the "***Canadian Proceeding***" and such court, the "***Canadian Court***"). As part of the Canadian Proceeding, the Foreign Representative also caused the Debtors and certain of their affiliates to commence ancillary cases under chapter 15 of the Bankruptcy Code in support of the Canadian Proceeding as a foreign main proceeding.[2]

B. Fossil Creek

9. Fossil Creek was acquired by debtor Fossil Creek LLC on or about August 20, 2013. In and around 2014, undivided fractional interests ("***UFIs***") in Fossil Creek were marketed and sold to offshore investors through unknown offshore investment instruments. Canadian investors were sold investment instruments by way of purchase units of the Fossil Creek A2A Trust, a trust governed by the laws of Alberta, Canada. Proceeds of the sale of units in Fossil Creek A2A Trust, were used to purchase partnership units in Fossil Creek A2A Limited Partnership, a limited partnership formed under the laws of Alberta, Canada, which limited partnership subsequently purchased UFIs in the Fossil Creek development on January 9, 2015. Given the unusual nature of these transactions, the Foreign Representative has

[2] The chapter 15 cases are pending in the Northern District of Texas under the jointly administered Case No. 24-44299.

reason to believe that evidence may show the entire investment scheme to have been orchestrated for fraudulent purposes.

10. On December 15, 2014, the co-owners of the Fossil Creek real property voted to transfer their UFIs to the Fossil Creek Trust with Dirk Foo as trustee. The transfer of Fossil Creek real property to the Fossil Creek Trust may have been done for a fraudulent purpose.

11. Upon information and belief, at some point between 2014 and 2024, portions of Fossil Creek were platted and individual lots were subsequently sold. These transfers of the individual lots of Fossil Creek may constitute fraudulent transfers. Additionally, it is unclear whether the lots were sold to *bona fide* purchasers for value.

12. In 2024, the vast majority of the remaining Fossil Creek real property was transferred to Fossil Creek LP, for the purported purpose of facilitating the sale of the Fossil Creek real property. Upon information and belief, the sole limited partner of Fossil Creek LP is Dirk Foo as trustee of the Fossil Creek Trust and, until recently, the general partner of Fossil Creek LP was Fossil Creek LLC. Upon information and belief, Fossil Creek LLC ceased to be general partner of Fossil Creek LP following the commencement of its chapter 15 case in this Court, and Soaring Hill, LLC, was appointed its general partner on or about March 4, 2025.

13. On or about September 27, 2024, Fossil Creek LP sold the Fossil Creek real property to Bloomfield Homes LP for $4,287,000 (the "***Fossil Creek Sale***"). These proceeds from the Fossil Creek Sale (the "***Fossil Creek Proceeds***") are currently held in a bank account in the name of Fossil Creek LP at JPMorgan Chase ("***Chase***"). Upon information and belief, the funds from the Fossil Creek Sale constitute property of the debtor Fossil Creek LLC.

14. The Monitor is further informed that there remains one individual unsold lot within Fossil Creek (the "***Fossil Creek Lot***"), title to which appears to be vested to Dirk Foo, as trustee of the Fossil Creek Trust.

C. Windridge

15. Windridge was acquired by the Windridge LLC on or about May 31, 2012. In and around 2013 UFIs in Windridge were marketed and sold to offshore investors through unknown offshore investment instruments. Canadian investors were sold investment instruments by way of purchase of units of the Hills of Windridge A2A Trust (the "***Windridge Trust***"), a trust governed by the laws of Ontario, Canada. Proceeds from the purchase of unites in Hills of Windridge A2A Trust, were used to purchase partnership units in Hills of Windridge LP, a limited partnership formed under the laws of Ontario, Canada, which subsequently purchased UFIs in the Windridge development on March 20, 2014.

16. Upon information and belief, the sole limited partner of Windridge LP is Dirk Foo as trustee of the Windridge Trust and, until recently, the general partner of Windridge LP was Windridge LLC. Upon information and belief, Windridge LLC ceased to be general partner of Windridge LP following the commencement of its chapter 15 case in this Court, and Soaring Hill, LLC, was appointed its general partner on or about March 4, 2025.

17. On April 8, 2014, the co-owners of the Windridge real property voted to transfer their UFIs to the Hills of Windridge Trust, a revocable trust governed by the laws of Texas, with Dirk Foo as trustee. The transfer of Windridge real property to the Fossil Creek Trust may have been done for a fraudulent purpose.

18. At some point in the period between 2014 and 2024, portions of Windridge were platted and individual lots were subsequently sold. Upon information and belief most purchasers of the individual lots are *bona fide* purchasers for value. However, in 2022, Windridge LLC transferred real property via eight deeds to a limited partnership, Serene Senedra Ranch (the "***Serene Deeds***"). Serene Sendera Ranch LP ("***Serene LP***") is a related party to the debtor Windridge LLC.

19. The Foreign Representative is unaware of any consideration paid for the transfers made by Windridge LLC to Serene LP. The Foreign Representative is informed that Allan Lind, who executed the Serene Deeds, claims that the transfers were made in error, but a subsequent deed conveying one of the lots to Allan Lind's son suggests the purpose of the Serene Deeds may have been fraudulent.

20. In 2024, a portion of the Windridge real property was transferred to Windridge LP for the purpose of facilitating the sale of that portion of the Windridge real property to the Tarrant Regional Water District (the "***TRWD***"). According to the May 21, 2024 minutes of a meeting of the Board of Directors of the TRWD, the appraised value of the property sold pursuant to the water district sale (the "***Water District Sale***") was $2,693,000. A small portion of the proceeds from the Water District Sale (the "***Windridge Proceeds***") are currently held in a bank account owned by Windridge LP at Chase, but the Foreign Representative has not yet been able to ascertain the location of the balance of the Windridge Proceeds.

D. The Chase Accounts

21. On January 27, 2025, the Foreign Representative sent a letter to Chase requesting the bank freeze all withdrawals and transfers from any and all accounts held by Chase and owned by Fossil Creek LLC, Windridge LLC, Windridge LP and Fossil Creek LP. Chase subsequently advised the Foreign Representative that a hold had been placed on three specific accounts holding present balances in the aggregate amount of $2,796,460.80, as follows:

Account No.	Account Owner	Current Balance
8095	Trails of Fossil Creek Properties LP	$2,791,065.98
6728	Hills of Windridge LP	$5,294.82
7680	Hills of Windridge LP	$100.00

22. The Foreign Representative has no additional information at this time on the location or disposition of the other Fossil Creek Proceeds and Windridge Proceeds.

IV.
BASIS FOR RELIEF

23. Fifth Circuit precedent provides that the automatic stay may apply to property in the possession of a nondebtor that arguably belongs to the debtor's estate pending a resolution of the dispute in question. Accordingly, the Debtors request the Court enter an order affirming the application of the automatic stay to certain assets nominally held in the name of nondebtors Fossil Creek LP and Windridge LP—but properly belonging to the Debtors—so that such assets can be preserved for the benefit of the estate.

A. The automatic stay applies to all of the Debtors' assets, including assets concealed in the name of nondebtors Fossil Creek LP and Windridge LP.

24. Section 362(a)(3) provides that the filing of a bankruptcy petition "operates as a stay, applicable to all entities, of . . . any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(3).

25. "The purposes of the bankruptcy stay under 11 U.S.C. § 362 are to protect the debtor's assets, provide temporary relief from creditors, and further equity of distribution among the creditors by forestalling a race to the courthouse." *Reliant Energy Servs., Inc. v. Enron Canada Corp.*, 349 F.3d 816, 825 (5th Cir. 2003); *see also Matter of Commonwealth Oil Refining Co., Inc.*, 805 F.2d 1175, 1182 (5th Cir. 1986) ("The purpose of the automatic stay is to give the debtor a 'breathing spell' from [its] creditors, and also, to protect creditors by preventing a race for the debtor's assets."). Section 362(a) is worded to prevent "all entities" (not merely creditors) from engaging in certain acts including 'an act . . . to exercise control over property of the estate."" *In re Three Strokes Ltd. P'ship*, 397 B.R. 804, 807 (Bankr. N.D. Tex. 2008)(citing 11 U.S.C. § 362(a)(3)). The automatic stay "is intended to

prevent dismemberment of the estate and allow a breathing spell for a debtor-in-possession." *Id*.

26. "The commencement of a case under section 301, 302 or 303 of this title creates an estate." 11 U.S.C. § 541(a). "Such estate is comprised of all the following property, *wherever located and by whomever held*, [including] all legal or equitable interests of the debtor in property as of the commencement of the case." *See* 11 U.S.C. §541(a)(1) (emphasis added); *see also* H.R. Rep. No. 82-2320, at 15 (1952), reprinted in 1952 U.S.C.C.A.N. 1960, 1976 (Congress inserted the phrase "wherever located" into a predecessor of the current Bankruptcy Code "to make clear that a trustee in bankruptcy is vested with the title of the bankrupt in property which is located without, as well as within, the United States.").

27. The Fifth Circuit has broadly construed the scope of § 541(a)(1) and has described it as "all encompassing." *See e.g.*, *In re S.I. Acquisition, Inc.*, 817 F.2d 1142, 1149 (5th Cir. 1987)("'all legal and equitable interests of the debtor in property' is all-encompassing . . ."); *Highland Capital Mgmt. LP v. Chesapeake Energy Corp. (In re Seven Seas Petroleum, Inc.)*, 522 F.3d 575, 584 (5th Cir. 2008) (holding that section 541(a)(1) should be construed "broadly"). The automatic stay operates as a "stay of certain actions in three categories: against the debtor, the debtor's property, and property of the bankruptcy estate." *Rose v. Select Portfolio Servicing, Inc.*, 945 F.3d 226, 230 (5th Cir. 2019).

28. The Fifth Circuit has held that the automatic stay also applies to property that arguably constitutes "property of the estate." *See Brown v. Chesnut (In re Chesnut)*, 422 F.3d 298, 303 (5th Cir. 2005) (finding that the district court erred and violated the automatic stay when it resolved a post-seizure determination of an arguable property's characterization and defining arguable property as property of the estate where it was uncertain whether it was property of debtor or not at the time of foreclosure). As the Fifth Circuit noted in *Chesnut*, the "policy and structure of the Bankruptcy Code suggest that the stay covers at least some arguable property." *Id*. In the face of uncertainty or ambiguity, courts should presume the automatic stay protects

arguable or disputed property pending the adjudication of any dispute concerning its rightful ownership. See id.

29. Therefore, as of the Petition Date, the automatic stay became effective against all property of the Debtors, including any disputed property. The filing of these cases granted this Court exclusive jurisdiction over such property. Likewise, any act that would trap or otherwise interfere with such property of the estate should be considered a violation of the automatic stay.

30. The Debtors assert that property of the estate exists within the Chase bank accounts held in the name of nondebtors Fossil Creek LP and Windridge LP. The ownership of the funds held in Chase is the subject of dispute between the Debtors, Fossil Creek LP and Windridge LP. Upon information and belief, the Debtors understand that estate property was fraudulently transferred prepetition from the Debtors to Fossil Creek LP and Windridge LP. Accordingly, the Debtors request entry of an order confirming that the automatic stay applies to estate property that is being held by Fossil Creek LP and Windridge LP until the Court can resolve the ownership dispute of the property. The Debtors are concerned in the absence of the automatic stay the disputed property will dissipate before this Court can resolve the ownership dispute.

B. Equitable grounds warrant the extension of the automatic stay to all disputed property of the estate.

31. Even if the Court determines that the automatic stay does not apply to the disputed property held by Fossil Creek LP and Windridge LP, § 105 imbues this Court with the authority to extend the automatic stay to cover such property. A bankruptcy court has broad authority under § 105 to grant a stay and may use its equitable powers to ensure the orderly resolutions of bankruptcy cases. *See In re Baldwin-United Corp. Litigation*, 765 F.2d 343, 348 (2d Cir. 1985). In pertinent part, § 105(a) allows a bankruptcy court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." *See* 11 U.S.C. § 105(a).

32. Where a bankruptcy court issues a temporary injunction under § 105(a), the analysis is considered similar to a request for preliminary injunction, and the movant is required to prove "(1) a substantial likelihood of success on the merits, (2) a substantial threat of irreparable harm if the injunction is not issued, (3) that the threatened harm exceeds any harm flowing from the injunction, and (4) that the injunction would serve the public interest." *Aremaco, Inc. v. Hardaway (In re Hardaway)*, 2007 Bankr. LEXIS 750, *3 (Bankr. S.D. Tex. Mar. 1, 2007) (citing *Landmark Land Co., Inc. v. Office of Thrift Supervision*, 990 F.2d 807 (5th Cir. 1993); *see also Commonwealth Oil Ref. Co. v. EPA (In re Commonwealth Oil Ref. Co.)*, 805 F.2d 1175, 1188 (5th Cir. 1986) (observing that "the legislative history of § 105(a) makes clear that stays under that section are granted only 'under the usual rules for the issuance of an injunction'"). Of these, the first two factors—the likelihood of success and the threat of irreparable harm to the movant—"are the most critical." *Nken v. Holder*, 556 U.S. 418, 434 (2009).

i. Likelihood of Success on the Merits

33. The focus of the inquiry of the "likelihood of success" element is on the "purpose of the requested injunction." *In re FiberTower Network Servs. Corp.*, 482 B.R. 169, 182 (Bankr. N.D. Tex. 2012). The crux of the inquiry is "whether this court is authorized and likely to grant the requested relief." *FiberTower*, 482 B.R. at 183; *see also* Collier on Bankruptcy ¶ 105.03[1][a] (16th ed. 2012) ("In connection with the 'likelihood' argument, many courts have looked to the purpose of the requested injunction . . . the likelihood of success argument will track closely the bankruptcy right sought to be vindicated.").

34. In the context of a chapter 11 case, this first element typically centers on whether there is a reasonable likelihood of a successful reorganization. *See*, *e.g.*, *In re Excel Innovations, Inc.*, 502 F.3d 1086, 1095 (9th Cir. 2007) ("We hold that a debtor seeking to stay an action against a non-debtor must show a reasonable likelihood of a successful reorganization."); *W.R. Grace & Co. v. Chakarian (In re W.R. Grace & Co.)*, 386 B.R. 17, 32-33 (Bankr. D. Del. 2008); *Nev. Power Co. v. Calpine Corp.*

(In re Calpine Corp.), 365 B.R. 401, 409 (S.D.N.Y. 2007); *Archambault v. Hershman (In re Archambault)*, 174 B.R. 923, 934 (Bankr. W.D. Mich. 1994).

35. Here, the Debtors submit that their prospect for establishing their rightful ownership of the Windridge and Fossil Creek properties is strong. Upon information and belief, the disputed assets currently held by Windridge LP and Fossil Creek LP were fraudulently transferred without the Debtors consent. Additionally, it is likely that the funds held in the Chase accounts are property of the Debtors' estate. In short, the Debtors are likely to successfully prove its ownership of the disputed assets. Accordingly, the Debtors are likely to succeed on the merits of its claims.

ii. Absent relief, the Debtors face a substantial risk of irreparable harm

36. The threat of irreparable harm to the movant is of critical consideration to the issuance of temporary injunctive relief, and here that threat of harm is manifest. As matters stand, the Disputed Assets are currently held in the name of entities other than those in which the investors originally invested, and proceeds have been generated and unequally to some investors but not others.

37. In the words of the Canadian Court in its *Reasons for its Decision* (the "**January Reasons**") issued in support of its January 29, 2025 order extending the "stay period" in the Canadian Proceeding, the Debtors—under their prior management—suffered from a historical failure to keep and maintain accurate books and records and to "fully account for the sources and uses of funds of the A2A Group."

38. Further, title reports issued on Fossil Creek and Windridge indicate that—absent a proper adjudication and determination of their proper ownership—the Disputed Assets are unsaleable in their current condition. These title reports reflect hundreds if not thousands of restrictive covenants recording the fractional interests (as small as 1/4412th interest) of various purported purchasers in Fossil Creek and Windridge. The Windridge title

report along lists another 276 items that need to be addressed in order for a title company to insure title to Windridge.

39. In short, there is a desperate need to bring order to the chaos of ownership surrounding title to the Disputed Assets. The Foreign Representative believes that a properly-filed adversary proceeding supported by fulsome discovery will both bring clarity to the ownership of the Disputed Assets and establish that the Disputed Assets properly belong—as avoidable transfers or otherwise—to the Debtors and their creditors and investors.

40. Absent the requested relief, however, the Disputed Assets—and especially the Fossil Creek and Windridge Proceeds—are vulnerable to further transfers or conveyances intended to spirit them away from their lawful owners and beneficiaries.

41. Accordingly, the Debtors' estates will suffer severe consequences if the stay is not extended to the Disputed Assets to ensure the preservation of their respective status quo pending such determinations.

iii. The potential harm to the Debtors far outweighs any prejudice to Fossil Creek LP and Windridge LP

42. Conversely, Fossil Creek LP and Windridge LP will suffer little or no prejudice as the result of any stay imposed by this Court. To the contrary, if they truly believe themselves the rightful owner of any of the Disputed Assets, they should welcome the chance to investigate and resolve those issues in a single, common forum. If they know they are not the rightful owners of those assets, then almost by definition there can be no prejudice in staying any further attempt to sell, convey, or otherwise dispose of those assets pending adjudication of the Disputed Assets' rightful ownership. In the meantime, the issuance of the requested injunction will preserve the status quo for the benefit of *all* possible stakeholders pending a proper adjudication of these disputed issues.

iv. Injunctive relief will further the public interest

43. "In bankruptcy, the public policy is to have an orderly administration of the debtor's assets via their bankruptcy estate, such that the debtor may be able to gain a fresh start, by satisfying valid claims against that estate." *Villarreal v. N.Y. Marine & Gen. Ins. Co. (In re OGA Charters, LLC)*, 554 B.R. 415, 426 (Bankr. S.D. Tex. 2016)(citing *In re Lots by Murphy, Inc.,* 430 B.R. 431, 436 (Bankr. S.D. Tex. 2010)). Injunctions serve this interest when preventing the dissipation of estate assets. *See OGA Charters*, 554 B.R. at 426. Preventing the dissipation of potential assets belonging to the debtor that, pursuant to 11 U.S.C. § 541, may be brought into the bankruptcy estate may be in the public interest, in general. See id. The issuance of an injunction will protect the public interest by preventing the potential depletion of estate property that is in the possession of Fossil Creek LP and Windridge LP.

44. On such basis, the Debtors request entry of an order declaring that the automatic stay extends to the Disputed Assets presently held in the name of Fossil Creek LP and Windridge LP or, in the alternative, imposing an injunction under § 105(a) to comparable effect.

WHEREFORE, the Debtors respectfully request that the Court enter the proposed Order, substantially in the form attached hereto, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: March 17, 2025
Dallas, Texas

Respectfully submitted,

REED SMITH LLP

/s/ Michael P. Cooley

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Proposed **Counsel for the Debtors**

CERTIFICATE OF SERVICE

I certify that on March 17, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Michael P. Cooley
Michael P. Cooley

THIS IS EXHIBIT "2" OF THE AFFIDAVIT
OF ALLAN WHITEFORD LIND
SWORN OCTOBER 16th , 2025

A NOTARY PUBLIC IN AND FOR
THE REPUBLIC OF SINGAPORE

NOTARY PUBLIC
Han Siah Yong
NP2025/0451
1 Oct 2025 - 30 Sep 2026
SINGAPORE

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

In re:	§ Chapter 11
	§
Fossil Creek A2A Developments, LLC	§ Case No. 25-40917
Windridge A2A Developments, LLC	§ Case No. 25-40920
	§
Debtors.	§

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) CONFIRMING THE AUTOMATIC STAY APPLIES 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

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT U.S. COURTHOUSE, 501 TENTH STREET, FORT WORTH, TEXAS 76102 BEFORE CLOSE OF BUSINESS ON APRIL 7, 2025, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

Debtor Fossil Creek A2A Developments, LLC ("***Fossil Creek LLC***") and Debtor Windridge A2A Developments, LLC ("***Windridge LLC*** together with Fossil Creek LLC, the ***"Debtors"***) hereby file this *Motion for Entry of an Order (i) Confirming the Automatic Stay Applies 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***"). In support of this Motion, the Debtors respectfully states as follows:

I.
RELIEF REQUESTED

1. Based on the information presently available to the Foreign Representative, the Foreign Representative believes that certain assets presently titled in the Trails of Fossil Creek Properties LP ("***Fossil Creek LP***") and Hills of Windridge LP ("***Windridge LP***") were originally owned by the above-captioned Debtors and were fraudulently transferred from the Debtors. As a result, those assets (together with the proceeds from the sale of certain of those assets, collectively, the "***Disputed Assets***") are not presently titled in the name of the Debtors and therefore not explicitly under the protection of the automatic stay, 11 U.S.C. § 362(a). As explained below, the Foreign Representative has commenced these chapter 11 purposes for the purpose of recovering the Disputed Assets by all appropriate means, including by commencing an adversary proceeding to avoid the transfer of those assets as fraudulent transfers under 11 U.S.C. §§ 544 and 548 and recover such assets (and proceeds) pursuant to 11 U.S.C. § 550. This effort will take time, however, and in the interim the Foreign Representative believes it is critical to secure the Disputed Assets pending adjudication of their proper ownership.

2. By this Motion, therefore, the Debtors request that entry of an order, pursuant to 11 U.S.C. §§ 105(a), 362(a), and 541(a), declaring that the automatic stay extends to the Disputed Assets presently held in the name of Fossil Creek LP and Windridge LP or, in the alternative, imposing an injunction under § 105(a) to comparable effect.

II.
JURISDICTION AND VENUE

3. This Court has jurisdiction over this Motion. 28 U.S.C. §§ 157, 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory basis for the relief requested herein is §§ 105(a), 362, and 541 of title 11 of the United States Code (the "***Bankruptcy Code***").[1]

III.
BACKGROUND

A. Procedural History

5. On the date hereof (the "***Petition Date***"), Alvarez & Marsal Canada Inc. in its capacity as the duly appointed representative (the "***Foreign Representative***") of the above-captioned Debtors filed voluntary petitions in the Court commencing cases for relief under chapter 11 of the Bankruptcy Code.

6. These chapter 11 cases concern two residential development projects located in the Dallas/Fort Worth area that owned and operated by a family of related entities referred to herein as the "**A2A Group**." The two real estate projects are:

(a) Trails of Fossil Creek ("***Fossil Creek***"), which is advertised as a 93-acre residential home development with 487 single detached family homes located in Fort Worth, Texas; and

(b) The Hills of Windridge ("***Windridge***"), which is advertised as a 415-acre residential development in the Dallas/Fort Worth area.

7. Effective March 5, 2025, the Canadian Court entered a *Stay Extension & Miscellaneous Relief Order* (the "***March 5 Order***") approving

[1] Unless otherwise noted, section (§) references are to the Bankruptcy Code.

the "**Texas Plan**" as reasonable and authorizing the Monitor, as Foreign Representative,

> to take any and all steps that it deems necessary or desirable to implement the Texas Plan or otherwise gain control of the Fossil Creek Lot, the Windridge Lands, and the sale proceeds from the Water District Sale and the Fossil Creek Sale (each as defined in the Fourth Report) or any other assets of the US Debtor Companies discovered by the Monitor.

March 5 Order ¶ 3.

8. The Debtors are also concurrently the subject of a proceeding pending under Canada's Companies' Creditors Act, R.S.C. 1985, c. C-36 (as amended, the "***CCAA***") in the Court of King's Bench of Alberta, Judicial Centre of Calgary (the "***Canadian Proceeding***" and such court, the "***Canadian Court***"). As part of the Canadian Proceeding, the Foreign Representative also caused the Debtors and certain of their affiliates to commence ancillary cases under chapter 15 of the Bankruptcy Code in support of the Canadian Proceeding as a foreign main proceeding.[2]

B. Fossil Creek

9. Fossil Creek was acquired by debtor Fossil Creek LLC on or about August 20, 2013. In and around 2014, undivided fractional interests ("***UFIs***") in Fossil Creek were marketed and sold to offshore investors through unknown offshore investment instruments. Canadian investors were sold investment instruments by way of purchase units of the Fossil Creek A2A Trust, a trust governed by the laws of Alberta, Canada. Proceeds of the sale of units in Fossil Creek A2A Trust, were used to purchase partnership units in Fossil Creek A2A Limited Partnership, a limited partnership formed under the laws of Alberta, Canada, which limited partnership subsequently purchased UFIs in the Fossil Creek development on January 9, 2015. Given the unusual nature of these transactions, the Foreign Representative has

[2] The chapter 15 cases are pending in the Northern District of Texas under the jointly administered Case No. 24-44299.

reason to believe that evidence may show the entire investment scheme to have been orchestrated for fraudulent purposes.

10. On December 15, 2014, the co-owners of the Fossil Creek real property voted to transfer their UFIs to the Fossil Creek Trust with Dirk Foo as trustee. The transfer of Fossil Creek real property to the Fossil Creek Trust may have been done for a fraudulent purpose.

11. Upon information and belief, at some point between 2014 and 2024, portions of Fossil Creek were platted and individual lots were subsequently sold. These transfers of the individual lots of Fossil Creek may constitute fraudulent transfers. Additionally, it is unclear whether the lots were sold to *bona fide* purchasers for value.

12. In 2024, the vast majority of the remaining Fossil Creek real property was transferred to Fossil Creek LP, for the purported purpose of facilitating the sale of the Fossil Creek real property. Upon information and belief, the sole limited partner of Fossil Creek LP is Dirk Foo as trustee of the Fossil Creek Trust and, until recently, the general partner of Fossil Creek LP was Fossil Creek LLC. Upon information and belief, Fossil Creek LLC ceased to be general partner of Fossil Creek LP following the commencement of its chapter 15 case in this Court, and Soaring Hill, LLC, was appointed its general partner on or about March 4, 2025.

13. On or about September 27, 2024, Fossil Creek LP sold the Fossil Creek real property to Bloomfield Homes LP for $4,287,000 (the "***Fossil Creek Sale***"). These proceeds from the Fossil Creek Sale (the "***Fossil Creek Proceeds***") are currently held in a bank account in the name of Fossil Creek LP at JPMorgan Chase ("***Chase***"). Upon information and belief, the funds from the Fossil Creek Sale constitute property of the debtor Fossil Creek LLC.

14. The Monitor is further informed that there remains one individual unsold lot within Fossil Creek (the "***Fossil Creek Lot***"), title to which appears to be vested to Dirk Foo, as trustee of the Fossil Creek Trust.

C. Windridge

15. Windridge was acquired by the Windridge LLC on or about May 31, 2012. In and around 2013 UFIs in Windridge were marketed and sold to offshore investors through unknown offshore investment instruments. Canadian investors were sold investment instruments by way of purchase of units of the Hills of Windridge A2A Trust (the "***Windridge Trust***"), a trust governed by the laws of Ontario, Canada. Proceeds from the purchase of unites in Hills of Windridge A2A Trust, were used to purchase partnership units in Hills of Windridge LP, a limited partnership formed under the laws of Ontario, Canada, which subsequently purchased UFIs in the Windridge development on March 20, 2014.

16. Upon information and belief, the sole limited partner of Windridge LP is Dirk Foo as trustee of the Windridge Trust and, until recently, the general partner of Windridge LP was Windridge LLC. Upon information and belief, Windridge LLC ceased to be general partner of Windridge LP following the commencement of its chapter 15 case in this Court, and Soaring Hill, LLC, was appointed its general partner on or about March 4, 2025.

17. On April 8, 2014, the co-owners of the Windridge real property voted to transfer their UFIs to the Hills of Windridge Trust, a revocable trust governed by the laws of Texas, with Dirk Foo as trustee. The transfer of Windridge real property to the Fossil Creek Trust may have been done for a fraudulent purpose.

18. At some point in the period between 2014 and 2024, portions of Windridge were platted and individual lots were subsequently sold. Upon information and belief most purchasers of the individual lots are *bona fide* purchasers for value. However, in 2022, Windridge LLC transferred real property via eight deeds to a limited partnership, Serene Senedra Ranch (the "***Serene Deeds***"). Serene Sendera Ranch LP ("***Serene LP***") is a related party to the debtor Windridge LLC.

19. The Foreign Representative is unaware of any consideration paid for the transfers made by Windridge LLC to Serene LP. The Foreign Representative is informed that Allan Lind, who executed the Serene Deeds, claims that the transfers were made in error, but a subsequent deed conveying one of the lots to Allan Lind's son suggests the purpose of the Serene Deeds may have been fraudulent.

20. In 2024, a portion of the Windridge real property was transferred to Windridge LP for the purpose of facilitating the sale of that portion of the Windridge real property to the Tarrant Regional Water District (the "***TRWD***"). According to the May 21, 2024 minutes of a meeting of the Board of Directors of the TRWD, the appraised value of the property sold pursuant to the water district sale (the "***Water District Sale***") was $2,693,000. A small portion of the proceeds from the Water District Sale (the "***Windridge Proceeds***") are currently held in a bank account owned by Windridge LP at Chase, but the Foreign Representative has not yet been able to ascertain the location of the balance of the Windridge Proceeds.

D. The Chase Accounts

21. On January 27, 2025, the Foreign Representative sent a letter to Chase requesting the bank freeze all withdrawals and transfers from any and all accounts held by Chase and owned by Fossil Creek LLC, Windridge LLC, Windridge LP and Fossil Creek LP. Chase subsequently advised the Foreign Representative that a hold had been placed on three specific accounts holding present balances in the aggregate amount of $2,796,460.80, as follows:

Account No.	Account Owner	Current Balance
8095	Trails of Fossil Creek Properties LP	$2,791,065.98
6728	Hills of Windridge LP	$5,294.82
7680	Hills of Windridge LP	$100.00

22. The Foreign Representative has no additional information at this time on the location or disposition of the other Fossil Creek Proceeds and Windridge Proceeds.

IV.
BASIS FOR RELIEF

23. Fifth Circuit precedent provides that the automatic stay may apply to property in the possession of a nondebtor that arguably belongs to the debtor's estate pending a resolution of the dispute in question. Accordingly, the Debtors request the Court enter an order affirming the application of the automatic stay to certain assets nominally held in the name of nondebtors Fossil Creek LP and Windridge LP—but properly belonging to the Debtors—so that such assets can be preserved for the benefit of the estate.

A. The automatic stay applies to all of the Debtors' assets, including assets concealed in the name of nondebtors Fossil Creek LP and Windridge LP.

24. Section 362(a)(3) provides that the filing of a bankruptcy petition "operates as a stay, applicable to all entities, of . . . any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(3).

25. "The purposes of the bankruptcy stay under 11 U.S.C. § 362 are to protect the debtor's assets, provide temporary relief from creditors, and further equity of distribution among the creditors by forestalling a race to the courthouse." *Reliant Energy Servs., Inc. v. Enron Canada Corp.*, 349 F.3d 816, 825 (5th Cir. 2003); *see also Matter of Commonwealth Oil Refining Co., Inc.*, 805 F.2d 1175, 1182 (5th Cir. 1986) ("The purpose of the automatic stay is to give the debtor a 'breathing spell' from [its] creditors, and also, to protect creditors by preventing a race for the debtor's assets."). Section 362(a) is worded to prevent "all entities" (not merely creditors) from engaging in certain acts including 'an act . . . to exercise control over property of the estate."" *In re Three Strokes Ltd. P'ship*, 397 B.R. 804, 807 (Bankr. N.D. Tex. 2008)(citing 11 U.S.C. § 362(a)(3)). The automatic stay "is intended to

prevent dismemberment of the estate and allow a breathing spell for a debtor-in-possession." *Id*.

26. "The commencement of a case under section 301, 302 or 303 of this title creates an estate." 11 U.S.C. § 541(a). "Such estate is comprised of all the following property, *wherever located and by whomever held*, [including] all legal or equitable interests of the debtor in property as of the commencement of the case." *See* 11 U.S.C. §541(a)(1) (emphasis added); *see also* H.R. Rep. No. 82-2320, at 15 (1952), reprinted in 1952 U.S.C.C.A.N. 1960, 1976 (Congress inserted the phrase "wherever located" into a predecessor of the current Bankruptcy Code "to make clear that a trustee in bankruptcy is vested with the title of the bankrupt in property which is located without, as well as within, the United States.").

27. The Fifth Circuit has broadly construed the scope of § 541(a)(1) and has described it as "all encompassing." *See e.g.*, *In re S.I. Acquisition, Inc.*, 817 F.2d 1142, 1149 (5th Cir. 1987)("'all legal and equitable interests of the debtor in property' is all-encompassing . . ."); *Highland Capital Mgmt. LP v. Chesapeake Energy Corp. (In re Seven Seas Petroleum, Inc.)*, 522 F.3d 575, 584 (5th Cir. 2008) (holding that section 541(a)(1) should be construed "broadly"). The automatic stay operates as a "stay of certain actions in three categories: against the debtor, the debtor's property, and property of the bankruptcy estate." *Rose v. Select Portfolio Servicing, Inc.*, 945 F.3d 226, 230 (5th Cir. 2019).

28. The Fifth Circuit has held that the automatic stay also applies to property that arguably constitutes "property of the estate." *See Brown v. Chesnut (In re Chesnut)*, 422 F.3d 298, 303 (5th Cir. 2005) (finding that the district court erred and violated the automatic stay when it resolved a post-seizure determination of an arguable property's characterization and defining arguable property as property of the estate where it was uncertain whether it was property of debtor or not at the time of foreclosure). As the Fifth Circuit noted in *Chesnut*, the "policy and structure of the Bankruptcy Code suggest that the stay covers at least some arguable property." *Id*. In the face of uncertainty or ambiguity, courts should presume the automatic stay protects

arguable or disputed property pending the adjudication of any dispute concerning its rightful ownership. See id.

29. Therefore, as of the Petition Date, the automatic stay became effective against all property of the Debtors, including any disputed property. The filing of these cases granted this Court exclusive jurisdiction over such property. Likewise, any act that would trap or otherwise interfere with such property of the estate should be considered a violation of the automatic stay.

30. The Debtors assert that property of the estate exists within the Chase bank accounts held in the name of nondebtors Fossil Creek LP and Windridge LP. The ownership of the funds held in Chase is the subject of dispute between the Debtors, Fossil Creek LP and Windridge LP. Upon information and belief, the Debtors understand that estate property was fraudulently transferred prepetition from the Debtors to Fossil Creek LP and Windridge LP. Accordingly, the Debtors request entry of an order confirming that the automatic stay applies to estate property that is being held by Fossil Creek LP and Windridge LP until the Court can resolve the ownership dispute of the property. The Debtors are concerned in the absence of the automatic stay the disputed property will dissipate before this Court can resolve the ownership dispute.

B. Equitable grounds warrant the extension of the automatic stay to all disputed property of the estate.

31. Even if the Court determines that the automatic stay does not apply to the disputed property held by Fossil Creek LP and Windridge LP, § 105 imbues this Court with the authority to extend the automatic stay to cover such property. A bankruptcy court has broad authority under § 105 to grant a stay and may use its equitable powers to ensure the orderly resolutions of bankruptcy cases. *See In re Baldwin-United Corp. Litigation*, 765 F.2d 343, 348 (2d Cir. 1985). In pertinent part, § 105(a) allows a bankruptcy court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." *See* 11 U.S.C. § 105(a).

32. Where a bankruptcy court issues a temporary injunction under § 105(a), the analysis is considered similar to a request for preliminary injunction, and the movant is required to prove "(1) a substantial likelihood of success on the merits, (2) a substantial threat of irreparable harm if the injunction is not issued, (3) that the threatened harm exceeds any harm flowing from the injunction, and (4) that the injunction would serve the public interest." *Aremaco, Inc. v. Hardaway (In re Hardaway)*, 2007 Bankr. LEXIS 750, *3 (Bankr. S.D. Tex. Mar. 1, 2007) (citing *Landmark Land Co., Inc. v. Office of Thrift Supervision*, 990 F.2d 807 (5th Cir. 1993); *see also Commonwealth Oil Ref. Co. v. EPA (In re Commonwealth Oil Ref. Co.)*, 805 F.2d 1175, 1188 (5th Cir. 1986) (observing that "the legislative history of § 105(a) makes clear that stays under that section are granted only 'under the usual rules for the issuance of an injunction'"). Of these, the first two factors—the likelihood of success and the threat of irreparable harm to the movant—"are the most critical." *Nken v. Holder*, 556 U.S. 418, 434 (2009).

i. Likelihood of Success on the Merits

33. The focus of the inquiry of the "likelihood of success" element is on the "purpose of the requested injunction." *In re FiberTower Network Servs. Corp.*, 482 B.R. 169, 182 (Bankr. N.D. Tex. 2012). The crux of the inquiry is "whether this court is authorized and likely to grant the requested relief." *FiberTower*, 482 B.R. at 183; *see also* Collier on Bankruptcy ¶ 105.03[1][a] (16th ed. 2012) ("In connection with the 'likelihood' argument, many courts have looked to the purpose of the requested injunction . . . the likelihood of success argument will track closely the bankruptcy right sought to be vindicated.").

34. In the context of a chapter 11 case, this first element typically centers on whether there is a reasonable likelihood of a successful reorganization. *See*, *e.g.*, *In re Excel Innovations, Inc.*, 502 F.3d 1086, 1095 (9th Cir. 2007) ("We hold that a debtor seeking to stay an action against a non-debtor must show a reasonable likelihood of a successful reorganization."); *W.R. Grace & Co. v. Chakarian (In re W.R. Grace & Co.)*, 386 B.R. 17, 32-33 (Bankr. D. Del. 2008); *Nev. Power Co. v. Calpine Corp.*

(In re Calpine Corp.), 365 B.R. 401, 409 (S.D.N.Y. 2007); *Archambault v. Hershman (In re Archambault)*, 174 B.R. 923, 934 (Bankr. W.D. Mich. 1994).

35. Here, the Debtors submit that their prospect for establishing their rightful ownership of the Windridge and Fossil Creek properties is strong. Upon information and belief, the disputed assets currently held by Windridge LP and Fossil Creek LP were fraudulently transferred without the Debtors consent. Additionally, it is likely that the funds held in the Chase accounts are property of the Debtors' estate. In short, the Debtors are likely to successfully prove its ownership of the disputed assets. Accordingly, the Debtors are likely to succeed on the merits of its claims.

ii. Absent relief, the Debtors face a substantial risk of irreparable harm

36. The threat of irreparable harm to the movant is of critical consideration to the issuance of temporary injunctive relief, and here that threat of harm is manifest. As matters stand, the Disputed Assets are currently held in the name of entities other than those in which the investors originally invested, and proceeds have been generated and unequally to some investors but not others.

37. In the words of the Canadian Court in its *Reasons for its Decision* (the "**January Reasons**") issued in support of its January 29, 2025 order extending the "stay period" in the Canadian Proceeding, the Debtors—under their prior management—suffered from a historical failure to keep and maintain accurate books and records and to "fully account for the sources and uses of funds of the A2A Group."

38. Further, title reports issued on Fossil Creek and Windridge indicate that—absent a proper adjudication and determination of their proper ownership—the Disputed Assets are unsaleable in their current condition. These title reports reflect hundreds if not thousands of restrictive covenants recording the fractional interests (as small as 1/4412th interest) of various purported purchasers in Fossil Creek and Windridge. The Windridge title

report along lists another 276 items that need to be addressed in order for a title company to insure title to Windridge.

39. In short, there is a desperate need to bring order to the chaos of ownership surrounding title to the Disputed Assets. The Foreign Representative believes that a properly-filed adversary proceeding supported by fulsome discovery will both bring clarity to the ownership of the Disputed Assets and establish that the Disputed Assets properly belong—as avoidable transfers or otherwise—to the Debtors and their creditors and investors.

40. Absent the requested relief, however, the Disputed Assets—and especially the Fossil Creek and Windridge Proceeds—are vulnerable to further transfers or conveyances intended to spirit them away from their lawful owners and beneficiaries.

41. Accordingly, the Debtors' estates will suffer severe consequences if the stay is not extended to the Disputed Assets to ensure the preservation of their respective status quo pending such determinations.

iii. The potential harm to the Debtors far outweighs any prejudice to Fossil Creek LP and Windridge LP

42. Conversely, Fossil Creek LP and Windridge LP will suffer little or no prejudice as the result of any stay imposed by this Court. To the contrary, if they truly believe themselves the rightful owner of any of the Disputed Assets, they should welcome the chance to investigate and resolve those issues in a single, common forum. If they know they are not the rightful owners of those assets, then almost by definition there can be no prejudice in staying any further attempt to sell, convey, or otherwise dispose of those assets pending adjudication of the Disputed Assets' rightful ownership. In the meantime, the issuance of the requested injunction will preserve the status quo for the benefit of *all* possible stakeholders pending a proper adjudication of these disputed issues.

iv. Injunctive relief will further the public interest

43. "In bankruptcy, the public policy is to have an orderly administration of the debtor's assets via their bankruptcy estate, such that the debtor may be able to gain a fresh start, by satisfying valid claims against that estate." *Villarreal v. N.Y. Marine & Gen. Ins. Co. (In re OGA Charters, LLC)*, 554 B.R. 415, 426 (Bankr. S.D. Tex. 2016)(citing *In re Lots by Murphy, Inc.,* 430 B.R. 431, 436 (Bankr. S.D. Tex. 2010)). Injunctions serve this interest when preventing the dissipation of estate assets. *See OGA Charters*, 554 B.R. at 426. Preventing the dissipation of potential assets belonging to the debtor that, pursuant to 11 U.S.C. § 541, may be brought into the bankruptcy estate may be in the public interest, in general. See id. The issuance of an injunction will protect the public interest by preventing the potential depletion of estate property that is in the possession of Fossil Creek LP and Windridge LP.

44. On such basis, the Debtors request entry of an order declaring that the automatic stay extends to the Disputed Assets presently held in the name of Fossil Creek LP and Windridge LP or, in the alternative, imposing an injunction under § 105(a) to comparable effect.

WHEREFORE, the Debtors respectfully request that the Court enter the proposed Order, substantially in the form attached hereto, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: March 17, 2025
Dallas, Texas

Respectfully submitted,

REED SMITH LLP

/s/ Michael P. Cooley

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CERTIFICATE OF SERVICE

I certify that on March 17, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Michael P. Cooley
Michael P. Cooley

THIS IS EXHIBIT "3" OF THE AFFIDAVIT
OF ALLAN WHITEFORD LIND
SWORN OCTOBER 16th , 2025

A NOTARY PUBLIC IN AND FOR
THE REPUBLIC OF SINGAPORE

NOTARY PUBLIC
TAR Siah Yong
NP2025/0451
01 Oct 2025 - 30 Sep 2026
SINGAPORE

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

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

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

APPEARANCES:

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transcript produced by transcription service.

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

THE CLERK: All rise.

THE COURT: All right. Please be seated.

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

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

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

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

THE COURT: Okay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

And in particular, Mr. Lind supplied an affidavit in

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

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

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

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

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

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

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

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

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

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

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

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

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

investors in certain Asian areas as well as in Canada.

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

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

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

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

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

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

equity feature or a special purpose entity feature or whatever.

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

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

the appointed trustee of that trust.

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

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

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

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

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

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

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

there for a moment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE COURT: Chuk? Okay.

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

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

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

in relation to that property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

That said, the Fifth Circuit also noted in a cautionary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Anything we need to touch base on?

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

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

MR. COOLEY: Thank you, Your Honor.

MR. KANE: Thank you, Your Honor.

THE CLERK: All rise.

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

--oOo--

CERTIFICATE

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

/s/ Kathy Rehling **06/11/2025**

_____ _____

Kathy Rehling, CETD-444 Date

Certified Electronic Court Transcriber

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THIS IS EXHIBIT "4" OF THE AFFIDAVIT
OF ALLAN WHITEFORD LIND
SWORN OCTOBER 16th , 2025

A NOTARY PUBLIC IN AND FOR
THE REPUBLIC OF SINGAPORE

NOTARY PUBLIC
Tan Siah Yong
NP 2025/0451
1 Oct 2025 – 30 Sep 2026
SINGAPORE

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 12, 2025

United States Bankruptcy Judge

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

In re:	§	Chapter 11
	§	
Fossil Creek A2A Developments, LLC	§	Case No. 25-40917
Windridge A2A Developments, LLC	§	Case No. 25-40920
	§	
Debtors.	§	

ORDER DENYING DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) CONFIRMING THE AUTOMATIC STAY APPLIES 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

CAME ON FOR CONSIDERATION the *Debtors' Motion for Entry of an Order (I) Confirming the Automatic Stay Applies 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 [Docket No4] (the "**Motion**")[1] filed by Debtor Fossil Creek A2A Developments, LLC and Debtor Windridge A2A Developments, LLC (collectively, the "**Debtors**") seeking entry of an order pursuant to 11 U.S.C. §§ 105(a), 362(a), and 541(a), declaring that the automatic stay extends to the Disputed Assets presently held in the name of the Debtors or, in the alternative, imposing an injunction under § 105(a) to comparable effect; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other or further notice need be provided; and this Court having reviewed and considered the Motion, the *Objection to Debtors' Motion for Entry of an Order (i) Confirming the Automatic Stay Applies 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* filed by Hills of Windridge, LP and Trails of Fossil Creek Properties, LP, the arguments of counsel, and testimony at trial; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. For the reasons stated on the record and incorporated herein, the Motion is **DENIED**.

2. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

END OF ORDER

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

Prepared and submitted by:
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COUNSEL FOR HILLS OF WINDRIDGE, LP
AND TRAILS OF FOSSIL CREEK PROPERTIES, LP

THIS IS EXHIBIT "5" OF THE AFFIDAVIT
OF ALLAN WHITEFORD LIND
SWORN OCTOBER 16th , 2025

A NOTARY PUBLIC IN AND FOR
THE REPUBLIC OF SINGAPORE

NOTARY PUBLIC
Tan Sian Yong
1 Oct 2025 – 30 Sep 2026
SINGAPORE

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 12, 2025

United States Bankruptcy Judge

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

In re:	§	Chapter 11
	§	
Fossil Creek A2A Developments, LLC	§	Case No. 25-40917
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	§	
Debtors.	§	

ORDER DENYING DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) CONFIRMING THE AUTOMATIC STAY APPLIES 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

CAME ON FOR CONSIDERATION the *Debtors' Motion for Entry of an Order (I) Confirming the Automatic Stay Applies 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 [Docket No4] (the "**Motion**")[1] filed by Debtor Fossil Creek A2A Developments, LLC and Debtor Windridge A2A Developments, LLC (collectively, the "**Debtors**") seeking entry of an order pursuant to 11 U.S.C. §§ 105(a), 362(a), and 541(a), declaring that the automatic stay extends to the Disputed Assets presently held in the name of the Debtors or, in the alternative, imposing an injunction under § 105(a) to comparable effect; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other or further notice need be provided; and this Court having reviewed and considered the Motion, the *Objection to Debtors' Motion for Entry of an Order (i) Confirming the Automatic Stay Applies 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* filed by Hills of Windridge, LP and Trails of Fossil Creek Properties, LP, the arguments of counsel, and testimony at trial; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. For the reasons stated on the record and incorporated herein, the Motion is **DENIED**.

2. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

END OF ORDER

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

Prepared and submitted by:
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Email: jdabera@krcl.com

COUNSEL FOR HILLS OF WINDRIDGE, LP
AND TRAILS OF FOSSIL CREEK PROPERTIES, LP

NC0P810CXZ

NOTARIAL CERTIFICATE

TO ALL TO WHOM these presents shall come

I, Tan Siah Yong, NOTARY PUBLIC duly admitted, authorised to practise in the Republic of Singapore, DO HEREBY CERTIFY

that I was present on the 16th day of October 2025 and did see Allan Whiteford Lind (Singapore Permanent Resident Identity Card No.S2736387C) a director of Windridge A2A Developments, LLC ("**Windridge LLC**"), Fossil Creek A2A Developments, LLC ("**Fossil Creek LLC**" and, together with Windridge LLC, the "**Texas LLCs**"), Hills of Windridge A2A GP Inc. and Fossil Creek A2A GP Inc., , duly sign the "**AFFIDAVIT** in **"Court File No.** 2401-15969 in COURT OF KING'S BENCH OF ALBERTA, JUDICIAL CENTRE: CALGARY" ('the said Affidavit') and swore in the said Affidavit on 16th October 2025 annexed hereto and that the signature of the said Allan Whiteford Lind thereto subscribed in the said Affidavit is the signature of the said Allan Whiteford Lind who appeared before me.

IN FAITH AND TESTIMONY whereof I the said notary have subscribed my name and set and affixed my seal of office at Singapore, this 16th day of October 2025.

REPUBLIC OF SINGAPORE
NOTARY PUBLIC

NOTARY PUBLIC
SINGAPORE

NOTARY PUBLIC
Tan Siah Yong
NP2025/0451
1 Oct 2025 – 30 Sep 2026
SINGAPORE

By virtue of Rule 8(3)(c) of the Notaries Public Rules, a Notarial Certificate must be authenticated by the Singapore Academy of Law in order to be valid.

With effect from 16 September 2021, a Notarial Certificate shall be deemed to be validly authenticated by the affixing of an Apostille to the back of the Notarial Certificate.

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

This **Apostille** only certifies the authenticity of the signature, seal or stamp and the capacity of the person who has signed the attached Singapore public document, and, where appropriate, the identity of the seal or stamp. It does not certify the authenticity of the underlying document.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country.

To verify this **Apostille**, go to
https://legalisation.sal.sg
or scan QR code:

Verification code: 04736441

1. **Country:**	Singapore
This public document	
2. **Has been signed by:**	Tan Siah Yong
3. **Acting in the capacity of:**	Notary Public
4. **Bears the seal/stamp of:**	Notary Public
Certified	
5. **At:**	Singapore Academy of Law
6. **The:**	16th October 2025
7. **By:**	Melissa Goh, Director, Trust Services, SAL
8. **No.:**	AC0P810KYC
9. **Seal/Stamp:**	**10. Signature:**

CERTIFICATION SEAL