

RSM Richter

**Fifth Report to Court of RSM Richter Inc. as
Receiver and Manager of
Signature Capital Inc. and Related
Companies**

RSM Richter Inc.
Calgary, June 30, 2010

CLERK OF THE COURT
JUL - 2 2010
CALGARY, ALBERTA

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Woodland Caribou Sale Agreement "A"

Action No.: 0901-17143

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*
R.S.C. 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE RECEIVERSHIP OF SIGNATURE CAPITAL INC.,
CONB DEVELOPMENT CORP., CONB FINANCE CORP., CONB CAPITAL CORP.,
URBAN ELEMENTS CENTRE GP LTD., URBAN ELEMENTS CENTRE LIMITED
PARTNERSHIP, SIGNATURE UEC CAPITAL INC., WESTSTONE DEVELOPMENT
CORP., WESTSTONE FINANCE CORP., SIGNATURE LAKESIDE RV FINANCE CORP.,
ALLAN BEACH DEVELOPMENTS GP LTD., ALLAN BEACH LIMITED PARTNERSHIP,
BEACHES WEST CAPITAL CORP., POPLAR GROVE DEVELOPMENTS GP LTD.,
POPLAR GROVE LIMITED PARTNERSHIP, BIRCH BAY DEVELOPMENTS GP LTD.,
BIRCH BAY DEVELOPMENTS LIMITED PARTNERSHIP, FRANCOIS CAPITAL CORP.,
A VIRGINIA WILSON HOLDINGS, FIR CREST RESORT DEVELOPMENT LP, FIR
CREST RESORT DEVELOPMENT GP LTD., FIR CREST FINANCE CORP., FIR CREST
CAPITAL CORP., SCI FINANCE CORP., SIGNATURE US SUNBELT CAPITAL CORP.,
SIGNATURE US SUNBELT INVESTMENT CORP., SCI BRIDGE II FINANCE CORP.,
SUMMERS PLACE GP LTD., SUMMERS PLACE LIMITED PARTNERSHIP, METRO
WEST I GP LTD., METRO WEST II GP LTD., SIGNATURE LETHBRIDGE FAIRVIEW
CAPITAL CORP., HEARTHWOOD I LIMITED PARTNERSHIP, HEARTHWOOD II
LIMITED PARTNERSHIP, HEARTHWOOD III LIMITED PARTNERSHIP,
HEARTHWOOD I DEVELOPMENTS GP LTD., HEARTHWOOD II DEVELOPMENTS
GP LTD. AND HEARTHWOOD III DEVELOPMENTS GP LTD.
(COLLECTIVELY, THE "COMPANIES")

FIFTH REPORT OF RSM RICHTER INC.,
IN ITS CAPACITY AS RECEIVER AND MANAGER
AND NOT IN ITS PERSONAL CAPACITY

Dated June 30, 2010

1. INTRODUCTION

This report ("Report") is filed by RSM Richter Inc. ("Richter"), in its capacity as receiver and manager ("Receiver"), appointed pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended ("BIA"), of all of the property, assets and undertakings of the Companies.

Richter was appointed Receiver pursuant to an application made by the Companies and an order of the Court of Queen's Bench of Alberta ("Court") dated November 13, 2009 ("Receivership Order").

1.1 Purpose of this Report

The purpose of this Report is to:

- a) Outline the terms of a contract of purchase and sale ("Woodland Caribou Sale Agreement") between the Receiver and Woodland Caribou Resort Ltd. ("Woodland Caribou") for the sale of the property in Puntzi Lake, British Columbia ("Poplar Grove Property") owned by Poplar Grove Developments GP Ltd. ("Poplar Grove"); and
- b) Respectfully recommend that this Honourable Court make an order:
 - Approving the Woodland Caribou Sale Agreement and authorizing and directing the Receiver to execute such documents and to take such additional steps as are necessary to give effect to the Woodland Caribou Sale Agreement and to complete the sale of the Poplar Grove Property to Woodland Caribou; and
 - Vesting in Woodland Caribou, as of closing, title to the Poplar Grove Property, free and clear of all liens, charges, security interests and other encumbrances ("Vesting Order") and directing Land Title Office of the Land Title and Survey Authority of British Columbia to register title to the Poplar Grove Property in Woodland Caribou's name, or alternatively, requesting the assistance of the British Columbia Supreme Court in giving effect to the Vesting Order.

1.2 Documents Filed in these Proceedings

The Receiver has posted documents filed with the Court in these proceedings on its website at: <http://www.rsmrichter.com/restructuring.aspx>. Information related to these proceedings has also been posted to the Companies' website at: <http://www.sci.ca>.

1.3 Terms of Reference

In developing this Report, the Receiver has relied upon unaudited financial information prepared by the Company's management, the Company's books and records and discussions with its management. The Receiver has not performed an audit or other verification of such information.

An examination of the Company's financial forecasts as outlined in the *Canadian Institute of Chartered Accountants Handbook* has not been performed. Future-oriented financial information relied upon in this Report is based on management's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Receiver expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by the Receiver in preparing this Report.

2. BACKGROUND INFORMATION

The Companies either own real estate, or are or were directly or indirectly invested in real estate projects, located in Alberta, British Columbia, Saskatchewan, and Arizona.

Additional background information concerning the Companies is contained in reports to Court filed by the Receiver and in the affidavit of Simone Rousseau, former President of Signature Capital Inc. ("SCI"), sworn on November 12, 2009, filed with the receivership application materials.

3. POPLAR GROVE

The Poplar Grove Property is a 30 acre campground and recreational vehicle site located on Puntzi Lake, in North Central British Columbia. It was purchased by Poplar Grove in January, 2007 to potentially be converted from a recreational property to individually titled lots, to then be re-sold as separately titled lots. The Poplar Grove Property is Poplar Grove's sole asset.

Based on the results of economic and development analyses it conducted, and due in part to the economic downturn's impact on land values, SCI concluded that re-zoning the Poplar Grove Property would not be viable.

SCI did not operate the Poplar Grove Property as a campground; it has been vacant since it was purchased. The Poplar Grove Property was maintained on a limited basis.

3.1 Listing

On February 8, 2010, the Polar Grove Property was listed for sale with Cascadia Pacific Realty Ltd. ("Cascadia") with an asking price of \$500,000. Prior to listing the Poplar Grove Property the Receiver was provided with two marketing proposals – one from Cascadia and one from another realtor, Landquest Realty Corp. There was a wide range between the two suggested listing prices; the Receiver opted for the higher end of the range to assess market interest.

On several occasions subsequent to listing the Poplar Grove Property for sale, Cascadia recommended to the Receiver that it reduce the asking price to a level below \$300,000, as: a) limited interest had been expressed by prospective purchasers; b) feedback from prospective purchasers was that the listing price was too high; and c) concerns had been expressed with the physical condition of the Poplar Grove Property.

The Receiver attended at the Poplar Grove Property in May, 2010. Based on its observations of the Poplar Grove Property and further discussions with Cascadia, the Receiver reduced the listing price to \$289,000 on June 21, 2010.

On June 23, 2010, Woodland Caribou made a \$250,000 offer for the Poplar Grove Property. The Receiver countered the Woodland Caribou Sale Agreement at \$280,000, which was accepted by Woodland Caribou.

The Woodland Caribou Sale Agreement is subject to Court approval, contemplates a closing date of July 15, 2010, is consistent with standard insolvency transactions (limited representations and warranties) and is subject only to Court approval. Woodland Caribou has paid a \$12,500 deposit.

Since the date of the Receiver's appointment, one other offer has been received for the Poplar Grove Property. That offer was inferior to Woodland Caribou's offer. Prior to the Receiver's acceptance of Woodland Caribou's offer Cascadia approached two of the parties that had expressed interest in the Poplar Grove Property. Neither of them decided to make an offer.

A copy of the Woodland Caribou Sale Agreement is provided in Appendix "A".

3.2 Recommendation

For the following reasons, the Receiver respectfully recommends that the Court issue an order approving the Woodland Caribou Sale Agreement and vesting title in Woodland Caribou:

- The Poplar Grove Property was exposed to the market by Cascadia, a professional real estate firm, for approximately six months;
- Cascadia is familiar with the local real estate market;
- The Poplar Grove Property was marketed for sale using traditional methods for selling real estate;
- Woodland Caribou's offer is the highest and best received and is conditional only upon Court approval;
- Carrying costs are being advanced from other Companies' funds and must be repaid; and
- In Cascadia's view, the purchase price represents market value.

3.3 Title Search

On October 2, 2009, a cross-collateral mortgage ("Solar Star Mortgage") in the amount of \$2.781 million was registered on title to the Poplar Grove Property and three other properties: on Francois Lake, British Columbia; on Lac La Hache British Columbia; and on Hubbles Lake, Alberta. The three other properties have not yet been sold.

The Solar Star Mortgage is held by a group ("Solar Star Group") comprised of Solar Star Holdings Inc., 1105550 Alberta Inc., Sano Stante Real Estate Inc., Robert D. Penner, and Aquino Belavy & Associates Ltd.

In addition to the Solar Star Mortgage, the following are registered against title to the Poplar Grove Property based on a search of the records of the Land Title and Survey Authority of British Columbia through BC Online:

- A mortgage to Signature Lakeside RV Finance Corp. ("SLRV"), a company subject to the Receivership Order, with an original principal amount determined by reference to a Credit Agreement dated January 21, 2009, which mortgage is registered as Charge No. B1105248 on September 30, 2009 (the "SLRV Mortgage"). The Receiver understands that SLRV is owed approximately \$18.5 million;
- An Assignment of Rents in favour of SLRV, registered as Charge No. BB1105249 on September 30, 2009 (the "SLRV Assignment");
- An Assignment of Rents in favour of Solar Star Group, registered as Charge No. CA1296586 on October 2, 2009 (the "Solar Star Assignment");
- A Priority Agreement between Solar Star Group and SLRV, registered as Charge No. BB1110516 on October 14, 2009, which gives the Solar Star Mortgage priority over the SLRV Mortgage and the SLRV Assignment; and
- A Priority Agreement between Solar Star Group and SLRV, registered as Charge No. BB1110517 on October 14, 2009, which gives the Solar Star Assignment priority over the SLRV Mortgage and the SLRV Assignment.

3.4 Distribution

The Receiver requested that its counsel, Bennett Jones LLP ("BJ's"), provide an opinion on the validity of the Solar Star Mortgage as well as its priority, particularly due to the dates of the registrations and the date of the Receivership Order. BJ's is in the process of doing so.

Provided the Woodland Caribou Sale Agreement is approved by this Honourable Court and the Woodland Caribou Sale Agreement is completed, the Receiver proposes to hold the proceeds, net of closing costs (commissions, property taxes), in trust pending receipt of an opinion from BJ's and further order of this Honourable Court.

4. NOTICE OF THIS MOTION

In addition to the parties on the service list, the Receiver will be advising bondholders of SLRV, who advance funds in respect of the SLRV Mortgage, via e-mail of this motion. Bondholders will be directed to the Receiver's website to review the motion materials.

5. RECOMMENDATION

Based on the foregoing, the Receiver recommends that this Honourable Court grant the relief detailed in Section 1.1 herein.

* * *

All of which is respectfully submitted,



**RSM RICHTER INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER OF
SIGNATURE CAPITAL INC. AND RELATED COMPANIES
AND NOT IN ITS PERSONAL CAPACITY**

Appendix A

PAGE 1 of 4 PAGES



BRITISH COLUMBIA REAL ESTATE ASSOCIATION



THE CANADIAN BAR ASSOCIATION British Columbia Branch

CONTRACT OF PURCHASE AND SALE

PREPARED BY: Landquest Realty Corporation DATE: _____
 ADDRESS: #101 - 313 Sixth Street New Westminster PC: V3L 3A7 PHONE: 604-664-7630
 PER: Brian Harris ML60 NO: _____

Handwritten initials: DH, JLD

MV

SELLER: RSM RICHTER INC. - per Schedule "A" - 4.
 SELLER: _____
 ADDRESS: _____
200 KING ST. SUITE 1100, P.O. BOX 48
TORONTO, ONTARIO PC: M5H-3T4
 PHONE: _____
 RESIDENT OF CANADA NON-RESIDENT OF CANADA
 as defined under the Income Tax Act.

BUYER: DANIEL COATES AND OR NOMINEE
 BUYER: _____
 ADDRESS: 23901 130TH AVE.

MAPLE RIDGE B.C. PC: V4R-2S4
 PHONE: 604-466-5376
 OCCUPATION: _____

PROPERTY:

3964 PUNTZI LAKE ROAD
 UNIT NO. _____ ADDRESS OF PROPERTY _____
PUNTZI LAKE B.C. 014-198-711
 CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____ PID _____
DISTRICT LOT 1621, RANGE 3, COASTAL DISTRICT
 LEGAL DESCRIPTION _____

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be _____
Two Hundred Fifty Thousand *780,000 per*
Eighty DOLLARS ~~250,000.00~~ (Purchase Price)
- DEPOSIT:** A deposit of \$ 12,500.00 which will form part of the Purchase Price, will be paid on the following terms:

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to _____
LANDQUEST REALTY CORP and held in trust in accordance with the provisions of the Real Estate Services Act. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the Real Estate Services Act pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

X DP MB MV
 INITIALS

3964 PUNTZI LAKE ROAD

PUNTZI LAKE B.C.

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PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on July 15, yr. 2010
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ m. on JULY 15, yr. 2010 (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of JULY 15, yr. 2010 (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

SEE SCHEDULE "A" ATTACHED

ADDENDUM

PROPERTY IS TO BE REGISTERED IN THE COMPANY NAME "WOODLAND CARIBOU RESORT LTD" WHICH IS IN THE PROCESS OF BEING INCORPORATED. JLAS/10

Doc

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on JUNE 17, yr. 2010

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

X

<i>WLAS</i>	<i>MS</i>		<i>MV</i>
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INITIALS

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PROPERTY ADDRESS

PUNTZI LAKE B.C.

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- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgage's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

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INITIALS

3964 PUNTZI LAKE ROAD
PROPERTY ADDRESS

PUNTZI LAKE B.C.

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20. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an Agency relationship with

_____ and _____
BROKERAGE LICENSÉE

B. the Buyer has an Agency relationship with

Landquest Realty Corporation and Brian Harris
BROKERAGE LICENSÉE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

_____ and _____
BROKERAGE LICENSÉE
LICENSÉE

having signed a Limited Dual Agency Agreement dated _____

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

22. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

23. **OFFER:** This offer, or counter-offer, will be open for acceptance until _____ o'clock _____ m. on _____ yr. _____ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X [Signature]
WITNESS

X [Signature]
BUYER

PRINT NAME
DANIEL CORTEZ

X _____
WITNESS

BUYER

PRINT NAME

24. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated June 24, yr. 2010

X _____
WITNESS

[Signature]
SELLER

PRINT NAME
2 St. Richter Inc., Court
Appointed Receiver and manager of
the property above adjustments of
LTC

X _____
WITNESS

SELLER

PRINT NAME
per: Mitch Vinnestiy

SCHEDULE "A"

The following terms and conditions shall apply to and shall form part of any Agreement of Purchase and Sale to which this Schedule is attached:

1. The Purchaser acknowledges that the seller is RSM Richter Inc. in its capacity as Court Appointed Receiver and Manager of ~~Birch Bay~~ *Poplar Grove* Developments GP Ltd., and not in its personal capacity. mv
2. Where there is any conflict or discrepancy between any term of this Schedule and any term of this Agreement of Purchase and Sale to which this Schedule is attached, the terms of this Schedule shall supersede and apply in the place and stead of any inconsistent or conflicting term in the Agreement of Purchase and Sale.
3. The Purchaser shall not call for the production of and the Seller shall not be required to produce any document except as may actually be in the Seller's possession, other than a registerable transfer of land and a discharge of any non-permitted encumbrances, and without in any way restricting the generality of the foregoing, the Seller shall not be obliged to provide any Survey, Real Property Report or Compliance Certificate.
4. The Purchaser acknowledges that no representations, warranties or covenants have been made or given by the Seller or anyone on its behalf as to the state, quality or condition of the property being conveyed to the Purchaser or as to the location or compliance status of any buildings situate thereon. The Purchaser acknowledges that it has inspected the property, and that the property shall be conveyed to the Purchaser only on an "as is, where is" basis. Without restricting the foregoing, the Purchaser acknowledges that the Seller makes no representations or warranties as to the absence or existence of Urea Formaldehyde Foam Insulation or any other hazardous substance on, in or about the property.
5. The Purchaser acknowledges that any chattels being sold, transferred or conveyed hereunder are conveyed to the Purchaser only on an "as is, where is" basis and without any warranty by the Seller as to title, condition, quality or fitness for any purpose whatsoever. The Purchaser acknowledges that the Seller is transferring only whatever interest in such chattels it may actually have, without any warranty whatsoever as to the sufficiency or adequacy of such interest and the Purchaser acknowledges that the Seller is not responsible for the removal from the property of any chattels thereon.
6. The Purchaser acknowledges that the sale will be subject to Court approval.

X.D. [Signature]
PURCHASER

[Signature]
Witness

[Signature]
PURCHASER
[Signature]
SELLER

Witness

Witness