

I hereby certify this to be a true copy of
the original order IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

Dated this 13 day of November 2009
IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT
R.S.C. 1985 c. B-3, AS AMENDED
for Clerk of the Court

AND IN THE MATTER OF THE APPOINTMENT OF A RECEIVER AND MANAGER 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., SLRV 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 "APPLICANTS")

BEFORE THE HONOURABLE) At Calgary Courts Centre, in the City of
MADAM JUSTICE K. M. HORNER) Calgary, in the Province of Alberta, on Friday,
IN CHAMBERS) the 13th day of November, 2009.

CONSENT RECEIVERSHIP ORDER

UPON the ex parte application of Signature Capital Inc. ("SCI") in respect of the Applicants; AND UPON having read the Notice of Motion the Affidavit of Simone Rousseau, filed; AND UPON reading the consent of RSM Richter Inc. to act as Receiver and Manager ("Receiver") of the Applicants, filed; AND UPON noting the consent endorsed hereon of each of the Applicants; AND UPON hearing counsel for the Applicants; AND UPON it appearing that there are grounds to appoint a Receiver and Manager pursuant to s.243(1.1)(b) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended ("BIA"), IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the within application for this order is hereby waived.

APPOINTMENT

2. Pursuant to section 243 of the BIA, RSM Richter Inc. is hereby appointed Receiver and Manager, without security, of all of the Applicants' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, including the real property listed in Schedule "B" hereto (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Applicants;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicants or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;

- (g) to settle, extend or compromise any indebtedness owing to or by the Applicants;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Applicants, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$300,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, or any section of similar effect under any applicable provincial personal or real property security legislation shall not be required.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Applicants and the Receiver shall be entitled but not required to continue to operate the business of the Applicants under any current licenses and/or authorizations which are in existence as of the date of this Order;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Applicants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicants;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Applicants, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. The Applicants, all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's requests.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Applicants, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall

require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

8. No Proceeding against or in respect of the Applicants or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Applicants or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from seeking an order allowing it to commence a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Applicants, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Applicants to carry on any business which the Applicants is not lawfully entitled to carry on, (ii) exempt the Receiver or the Applicants from compliance with statutory or regulatory provisions

relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an “eligible financial contract” (as defined in sections 1 and 2 of the *Eligible Financial Contract General Rules (Companies’ Creditors Arrangement Act)*) with the Applicants from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Applicants are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Applicants' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “Post Receivership Accounts”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Applicants shall remain the employees of the Applicants until such time as the Receiver, on the Applicants' behalf, may terminate the employment of such employees. The

Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in Proceeding before a court or tribunal of competent jurisdiction.

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver in relation to the Applicants is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-section (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-section.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-section (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within ten days after the order is made if no time is so specified, within ten days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in paragraph (i), the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in paragraph (i), within ten days after the order is made or within ten days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

Nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including but not limited to all applicable federal and provincial environmental protection or enhancement, resource protection, occupational health and safety or other legislation and any regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any Property within the meaning of any Environmental Legislation, unless it is actually in possession.

RECEIVER'S ACCOUNTS

16. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be

allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

17. The Receiver and its legal counsel shall pass their accounts from time to time.
18. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

19. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.
20. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
21. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
22. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

23. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge, Receiver's Borrowings Charge and Receiver's fees and disbursements amongst the various Applicants and/or assets comprising the Property.

24. If the proceeds of realization generated from one entity are insufficient to cover the fees and costs of the Receiver and its legal counsel, the Receiver and its legal counsel shall be entitled to be paid from the proceeds of realization generated from other entities subject to this Order.

GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Applicants.
27. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
28. The respective Land Titles or land registration offices and registries in Alberta, British Columbia, and Saskatchewan are specifically ordered and directed to register the within Order on title to all of the Applicants' properties that are listed in Schedule "B" hereto, as far as the properties listed thereon are located in Alberta, British Columbia or Saskatchewan, respectively, at the request of the Receiver.
29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
30. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Applicants' estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Karen Derner

J.C.C.Q.B.A.

CONSENTED TO BY:

Entered this 13th day
of November, 2009
Clerk of the Court



SIGNATURE CAPITAL INC.

Per: J Rousseau

CONB DEVELOPMENT CORP.

Per: J Rousseau

CONB FINANCE CORP.

Per: J Rousseau

CONB CAPITAL CORP.

Per: J Rousseau

URBAN ELEMENTS CENTRE GP LTD.

Per: J Rousseau

URBAN ELEMENTS CENTRE LIMITED PARTNERSHIP

Per: J Rousseau

SIGNATURE UEC CAPITAL INC.

Per: J Rousseau

WESTSTONE DEVELOPMENT CORP.

Per: J Rousseau

WESTSTONE FINANCE CORP.

Per: J Rousseau

SLRV FINANCE CORP.

Per: J Rousseau

ALLAN BEACH DEVELOPMENTS GP LTD.

Per: J Rousseau

ALLAN BEACH LIMITED PARTNERSHIP

Per:

Skousseau

BEACHES WEST CAPITAL CORP.

Per:

Skousseau

POPLAR GROVE DEVELOPMENTS GP LTD.

Per:

Skousseau

POPLAR GROVE LIMITED PARTNERSHIP

Per:

Skousseau

BIRCH BAY DEVELOPMENTS GP LTD.

Per:

Skousseau

BIRCH BAY DEVELOPMENTS LIMITED PARTNERSHIP

Per:

Skousseau

FRANCOIS CAPITAL CORP.

Per:

Skousseau

SIGNATURE LETHBRIDGE FAIRVIEW CAPITAL CORP.

Per:

Skousseau

A VIRGINIA WILSON HOLDINGS

Per:

Skousseau

FIR CREST RESORT DEVELOPMENT LP

Per: *J Rousseau*

FIR CREST RESORT DEVELOPMENT GP LTD.

Per: *J Rousseau*

FIR CREST FINANCE CORP.

Per: *J Rousseau*

FIR CREST CAPITAL CORP.

Per: *J Rousseau*

SCI FINANCE CORP.

Per: *J Rousseau*

SIGNATURE US SUNBELT CAPITAL CORP.

Per: *J Rousseau*

SIGNATURE US SUNBELT INVESTMENT CORP.

Per: *J Rousseau*

SCI BRIDGE II FINANCE CORP.

Per: *J Rousseau*

SUMMERS PLACE LIMITED PARTNERSHIP

Per: *J Rousseau*

SUMMERS PLACE GP LTD.

Per: *J Rousseau*

HEARTHWOOD I LIMITED PARTNERSHIP

Per: *J Rousseau*

HEARTHWOOD II LIMITED PARTNERSHIP

Per: Simone Rousseau

METRO WEST I GP LTD.

Per: S Rousseau

METRO WEST II GP LTD.

Per: S Rousseau

HEARTHWOOD III LIMITED PARTNERSHIP

Per: S Rousseau

HEARTHWOOD I DEVELOPMENTS GP LTD.

Per: S Rousseau

HEARTHWOOD II DEVELOPMENTS GP LTD.

Per: S Rousseau

HEARTHWOOD III DEVELOPMENTS LTD.

Per: S Rousseau

ENTERED this ____ day of November, 2009.

CLERK OF THE COURT

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

32. THIS IS TO CERTIFY that RSM Richter Inc., the Receiver and Manager (the "Receiver") of all of the assets, undertakings and properties of the Applicants as defined in the Consent Receivership Order appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the ____ day of _____, 2009 (the "Order") made in action _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
33. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
34. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
35. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
36. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
37. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

38. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of November, 2009.

RSM RICHTER INC., solely in its capacity as
Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

I. BRITISH COLUMBIA

1. Birch Bay (Francois Lake)

Parcel Identifier 024-817-139

Lot A District Lots 1017 and 5002 Range 5 Coast District Plan PRP4536

2. Fir Crest (Lac la Hache)

Parcel Identifier 013-397-478

Parcel A (38046E) (Plan B6004) of District Lot 5037 Lillooet District
Except Plans 6847, 20135 and KAP77955

3. Poplar Grove (Puntzi Lake)

Parcel Identifier 014-798-711

District Lot 1621 Range 3 Coast District

II. SASKATCHEWAN

1. 2342 Kildeer Drive, North Battleford, Saskatchewan (North Battleford)

Surface Parcel # 131481480

Reference Land Description: Lot 22, Blk/Par 4, Plan No. 79B13921, Extension 0
As described on Certificate of Title 95B15333(1)

Surface Parcel # 131482357

Reference Land Description: Lot 23, Blk/Par 4, Plan No. 79B13921, Extension 0
As described on Certificate of Title 95B15333(1)

2. 2402/2412 Kildeer Drive, North Battleford, Saskatchewan (North Battleford)

Surface Parcel # 131481479

Reference Land Description: Lot 20, Blk/Par 4, Plan No. 79B13921, Extension 0
As described on Certificate of Title 95B15331(1)

(cont'd)

Surface Parcel # 131481468

Reference Land Description: Lot 21, Blk/Par 4, Plan No. 79B13921, Extension 0
As described on Certificate of Title 95B15331(1)

3. **2422 Kildeer Drive, North Battleford, Saskatchewan (North Battleford)**

Surface Parcel # 146848214

Reference Land Description: Lot 17, Blk/Par 4, Plan No. 79B13921, Extension 1
As described on Certificate of Title 95B15336(1), description 1

Surface Parcel # 131529629

Reference Land Description: Lot 18, Blk/Par 4, Plan No. 79B13921, Extension 0
As described on Certificate of Title 95B15332(1)

Surface Parcel # 131482100

Reference Land Description: Lot 19, Blk/Par 4, Plan No. 79B13921, Extension 0
As described on Certificate of Title 95B15331(1)

4. **2432 Kildeer Drive, North Battleford, Saskatchewan (North Battleford)**

Surface Parcel # 146848225

Reference Land Description: Lot 27, Blk/Par 4, Plan No. 101517331, Extension 2
As described on Certificate of Title 95B15332(1), description 2

5. **1500 Quebec Avenue, Saskatoon (UEC)**

Surface Parcel # 164044672

Reference Land Description: Lot BB, Blk/Par 12, Plan No. 101942614, Extension 0

6. **320 and 336 Gladstone Avenue, Yorkton (Weststone)**

Reference Land Description: Lots 1 + 2, Blk 12, Plan No. 82Y04242

III. ALBERTA

1. Allan Beach (Hubbles Lake)

THE NORTH EAST QUARTER OF SECTION NINE (9)
TOWNSHIP FIFTY THREE (53)
RANGE ONE (1)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT

A) ALL THAT PORTION OF THE SAID QUARTER SECTION WHICH LIES NORTH
AND EAST OF THE LANDS SUBDIVIDED UNDER PLAN 1600RS AND WHICH LIES
NORTH OF A LINE DRAWN PARALLEL TO THE NORTH BOUNDARY OF THE SAID
QUARTER SECTION AND THIRTEEN HUNDRED AND TWENTY (1320) FEET
PERPENDICULARLY

DISTANT SOUTHERLY THEREFROM	23.1	57
B) PLAN 1600RS SUBDIVISION	6.08	15.04

C) ALL THAT PORTION OF THE SAID QUARTER SECTION COVERED BY THE WATERS
OF THE UNNAMED LAKE AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP
SIGNED AT OTTAWA ON THE 10TH DAY OF JANUARY A.D. 1921

D) PLAN 7622456 ROAD	0.206	0.51
E) PLAN 9321526 SUBDIVISION	4.61	11.39

EXCEPTING THEREOUT ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 234HM

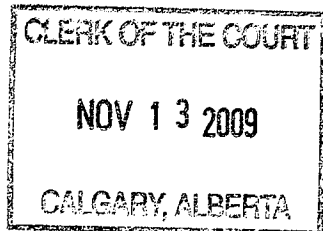
Action No.: 0901 - 17143

**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 APPOINTMENT OF A
RECEIVER AND MANAGER 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., SLRV FINANCE CORP.,
ALLAN BEACH DEVELOPMENTS GP LTD., ALLAN
BEACH LIMITED PARTNERSHIP, BEACHES WEST
CAPITAL CORP., POPLAR GROVE DEVELOPMENTS GL
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 and HEARTHWOOD III LIMITED
PARTNERSHIP, HEARTHWOOD I DEVELOPMENTS GP
LTD., HEARTHWOOD II DEVELOPMENTS GP LTD.,
AND HEARTHWOOD III DEVELOPMENTS GP LTD.

**CONSENT RECEIVERSHIP
ORDER**



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