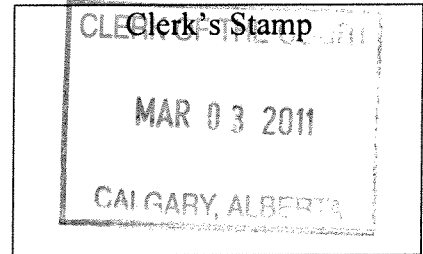


COURT FILE NO. 0901-17143
COURT Court of Queen's Bench of Alberta
JUDICIAL CENTRE Calgary



APPLICANT(S) **RSM Richter Inc., as Receiver and
Manager of the Signature Companies**

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 "Signature Companies")

DOCUMENT **Birch Bay Vesting Order – British
Columbia**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Fasken Martineau DuMoulin LLP
Barristers & Solicitors
Patent & Trade-mark Agents
3400 First Canadian Centre
350 – 7th Avenue S.W.
Calgary, AB T2P 3N9

I hereby certify this to be a true copy of
the original Order
Dated this 3 day of May 2011
[Signature]
for Clerk of the Court

Frank R. Dearlove – 403 261-6163
Fax: 1-888-804-9502
File Reference 285485.00001

DATE ON WHICH ORDER WAS PRONOUNCED: February 16, 2011

NAME OF JUDGE WHO MADE THIS ORDER: Honourable Justice K. M. Horner

BIRCH BAY VESTING ORDER – BRITISH COLUMBIA

UPON THE APPLICATION of RSM Richter Inc., in its capacity as Court-appointed Receiver and Manager of the Signature Companies (the "Receiver") to seek the relief contained in the Application filed in the within matter; AND UPON HEARING READ the pleadings herein, the Application of the Receiver and the Seventh Report of the Receiver; AND UPON IT APPEARING that Neil Moser and Wayne Moser (the "Mosers") have entered into a Sale Agreement to purchase the lands in the name of Birch Bay Developments GP Ltd, legally described as Parcel Identifier: 024-817-139 Lot A, District Lots 1017 and 5002, Range 5, Coast District Plan PRP45360 (the "Transaction"); AND UPON Neil and Wayne Moser and the Receiver assigning the Mosers' interest in the Transaction to 902960 B.C. Ltd.; AND UPON HEARING counsel for the Receiver;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. This Court Orders and Declares that the service of this Application is good and sufficient, and service of this Order on any party other than those set forth in the Service List is hereby dispensed with.
2. The Agreement of Purchase and Sale dated January 10, 2011 between the Receiver and Mosers, as amended, or may be amended, is hereby approved and the Receiver is directed to take all steps necessary to complete the Transaction.
3. The sale of the interest of Birch Bay Developments GP Ltd. in the lands more particularly described as:

Parcel Identifier: 024-817-139
Lot A, District Lots 1017 and 5002, Range 5, Coast District Plan PRP45360

(the "Lands")

to 902960 B.C. Ltd., 155 Birch Bay Resort Rd., Fraser Lake, B.C. V0J 1S0, (the "Purchaser") is hereby approved, confirmed and accepted.

4. Upon filing a certified copy of this Order in the Prince Rupert Land Title Office, together with any required fees and a letter from the solicitors for the Receiver authorizing such registration and subject to the terms of this Order, the Lands, together with all buildings and other structures, facilities and improvements located thereon, and all fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed or appurtenant thereto (the "Purchased Assets"), be conveyed to and vest in the Purchaser in fee simple, free and clear of all of the interest, right, title, estate and equity of redemption of the parties, and specifically of Birch Bay Developments GP Ltd. and any person claiming by, through or under Birch Bay Developments GP Ltd., which interests, rights, title, estate and equity of redemption will on the closing of the Transaction be extinguished, save and except for the reservations, provisos, exceptions and conditions expressed in the original grant or grants thereof from the Crown, Covenant TD12173 and Covenant CA1902519.
5. The assignment of the interest of Birch Bay Developments GP Ltd. in the Lease of Aquatic Lands, Lease No. 633477, File No. 0279414 (the "Lease") to the Purchaser is hereby approved, confirmed and accepted.
6. For the purpose of issuing title and in respect of the Lands, the Registrar of the Land Title Office is hereby directed to enter the Purchaser as the owner of the Lands, and to cancel the following charges, liens, encumbrances, caveats, and mortgages insofar as they apply to the Lands:

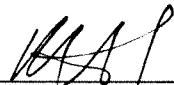
Party	Nature of Charge	Registration No.
Francois Capital Corp.	Mortgage	BB496148
Francois Capital Corp.	Assignment of Rents	BB496149
Pavel Lidmila as to an undivided ½ Interest and Laila Lidmila as to an undivided ½ Interest	Mortgage	BB302017
Signature Lakeside RV Finance Corp.	Mortgage	BB1105240
Signature Lakeside RV Finance Corp.	Assignment of Rents	BB1105241
	Priority Agreement	BB1105242
	Priority Agreement	BB1105243
	Priority Agreement	BB1105244
	Priority Agreement	BB1105245
	Priority Agreement No.	CA1903034
	Priority Agreement No.	CA1903035
	Priority Agreement No.	CA1903036
	Priority Agreement No.	CA1903037
	Priority Agreement No.	CA1903038

7. Upon filing a certified copy of this Order with the Ministry of Natural Resource Operations, together with any required fees and a letter from the solicitors for the Receiver authorizing such assignment and subject to the terms of this Order, the Lease be assigned to and vest in the Purchaser, free and clear of all interest, right, title, estate and equity of redemption of the parties and specifically of Birch Bay Developments GP Ltd. and estate and equity of redemption of the parties and specifically of Birch Bay Developments GP Ltd. and any person claiming by, through or under Birch Bay Developments Ltd., which interests, rights, title, estate and equity of redemption will be extinguished, save and except for the reservations, provisions, exceptions and conditions expressed in the Lease in favour of the Crown.
8. Upon closing of the Transaction, all of Birch Bay Developments GP Ltd.'s right, title and interest in and to the Lands shall, without further instrument of transfer or assignment,

vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including without limitation PPSA Security Agreement, Base Registration 099799F in favour of Signature Lakeside RV Finance Corp. and PPSA Security Agreement, Base Registration 195576F in favour of Solar Star Holdings Inc. and others, or any claims that the Purchased Assets are owned by or the property of any third party (collectively, the "Lands" and the "Claims") including, without limiting the generality of the foregoing, whether such Claims came into existence prior to, subsequent to, or as a result of any previous Order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants"), including for greater certainty and without limiting the generality of the foregoing: (i) the claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceedings.

9. Upon closing of the Transaction, the solicitors for the Receiver shall discharge PPSA Security Agreement, Base Registration 099799F in favour of Signature Lakeside RV Finance Corp. and PPSA Security Agreement, Base Registration 195576F in favour of Solar Star Holdings Inc. and others.
10. The Purchaser shall, by virtue of the completion of the Transaction have no liability of any kind whatsoever to any Claimants in respect of any Claims they may have against Birch Bay Developments GP Ltd.

11. This Honourable Court hereby requests the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories.
12. The Receiver and the Purchaser shall be at liberty to re-apply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.
13. This Order may be served by facsimile or electronic transaction.



J.C.Q.B.A. K.M. EDSVİK
on behalf of K. Hovner

ENTERED this _____ day of March, 2011.

Clerk of the Court