

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 "Signature Companies")

NOTICE OF MOTION

TAKE NOTICE that an application will be made by RSM Richter Inc. as Receiver and Manager of the Signature Companies (the "Receiver") before Madam Justice K. M. Horner, in Chambers at the Calgary Courts Centre, 601 – 5th Street S.W., in the City of Calgary, in the Province of Alberta, on Wednesday, the 19th of May, 2010, at the hour of 2:00 o'clock in the afternoon, or so soon thereafter as counsel may be heard, for an Order:

1. Approving the Agreement of Purchase and Sale between the Receiver and Round Table Management Ltd. (the "Purchaser") (the "Round Table Sale Agreement") dated March 23, 2010, in the amount of \$1,600,000 and vesting title in the assets into the name of the Purchaser, free and clear of all liens, charges, security interests and other encumbrances, except permitted encumbrances;

2. Authorizing and directing the Receiver to pay from the proceeds of the sale to the Purchaser, after closing, the Solar Star UEC Mortgage registered as Instrument No. 144696965 pursuant to the payout statement attached as Appendix "B" to the Receiver's Fourth Report;
3. Approving the distribution of \$5.6 Million to the creditors of CONB Finance Corp. in accordance with the Distribution Schedule attached as Appendix "C" to the Receiver's Fourth Report;
4. Authorizing the Receiver to enter into a Listing Agreement with Cushman & Wakefield, Edmonton, in respect of the property owned by Allan Beach Developments GP Ltd. for a list price of \$2,250,000 upon the terms contained in Section 5.1.1 of the Receiver's Fourth Report;
5. Approving the Receiver's fees and disbursements (such disbursements to include Receiver's legal counsel, Bennett Jones LLP and MacPherson Leslie & Tyerman LLP ("MLT")) to March 31, 2010 (except for MLT, whose accounts are requested to be approved to February 12, 2010) in the amounts referred to in Section 9 of the Receiver's Fourth Report).

AND TAKE NOTICE that in support of this Application will be read the Receiver's Fourth Report dated May 12, 2010 and all proceedings in the within Action, and such further and other material as Counsel may advise and this Honourable Court may direct.

DATED at the City of Calgary, in the Province of Alberta, this 12th day of May, 2010.

BENNETT JONES LLP

Per: _____

Frank R. Dearlove
Solicitors for the Receiver

TO: Clerk of the Court

AND TO: All Parties on Attached Service List

Sharon Joseph

Distribution List Name: Signature

As of March 30/10, -- send copy to Alexis Magi at magia@bennettjones.com

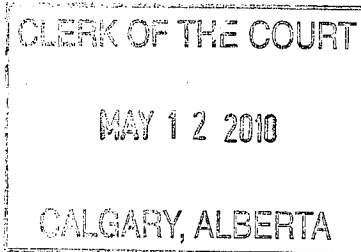
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SIGNATURE CAPITAL INC., CONB DEVELOPMENT
CORP., CONB FINANCE CORP., CONB CAPITAL CORP.,
URBAN ELEMENTS CENTRE GP LTD., URBAN
ELEMENTS CENTRE LIMITED PARTNERSHIP,
SIGNATURE UEC CAPITAL INC., WESTSTONE
DEVELOPMENT CORP., WESTSTONE FINANCE CORP.,
SIGNATURE 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,
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HEARTHWOOD I DEVELOPMENTS GP LTD.,
HEARTHWOOD II DEVELOPMENTS GP LTD., and
HEARTHWOOD III DEVELOPMENTS GP LTD.
(collectively the "Signature Companies")



NOTICE OF MOTION

BENNETT JONES LLP
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RSM Richter

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

RSM Richter Inc.
Calgary, May 12, 2010

RSM Richter

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PARTNERSHIP, SIGNATURE UEC CAPITAL INC., WESTSTONE DEVELOPMENT
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GP LTD. AND HEARTHWOOD III DEVELOPMENTS GP LTD.
(COLLECTIVELY, THE "COMPANIES")**

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

Dated May 12, 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 an agreement of purchase and sale ("Round Table Sale Agreement") between the Receiver and Round Table Management Ltd. ("Round Table") for the sale of the property in Saskatoon, Saskatchewan ("UEC Property") owned by Urban Elements Centre GP Ltd. ("UEC GP") and seek an order:
 - Approving the Round Table 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 Round Table Sale Agreement and to complete the sale of the UEC Property to Round Table;
 - Vesting in Round Table, as of closing, title to the UEC Property, free and clear of all liens, charges, security interests and other encumbrances ("Vesting Order") and directing Province of Saskatchewan Land Registration to register title to the UEC Property in Round Table's name, or alternatively, requesting the assistance of the Court of Queen's Bench of Saskatchewan in giving effect to the Vesting Order;
 - Authorizing and directing the Receiver to pay, from the UEC Property sale proceeds, the Solar Star UEC Mortgage (as defined in Section 3.1) registered as instrument no. 144696965;
- b) Seek Court approval of a distribution ("CONB Finance Distribution") of \$5.6 million to creditors of CONB Finance Corp. ("CONB Finance") in accordance with the Distribution Schedule (as defined in Section 4.1);
- c) Seek an order authorizing the Receiver to enter into a listing agreement with Cushman & Wakefield Edmonton ("Cushman") in respect of the property owned by Allan Beach Developments GP Ltd. ("Allan Beach");
- d) Provide an update on certain of the companies subject to the Receivership Order, including Weststone Development Corp., SCI Bridge II Finance Corp. and Signature Lethbridge Fairview Capital Corp.;
- e) Summarize the Receiver's activities since March 31, 2010, the date of the Third Report to Court ("Third Report"); and

- f) Seek an order approving the fees and disbursements of: a) the Receiver, from commencement of these proceedings to March 31, 2010; b) Bennett Jones LLP (“BJ”), the Receiver’s main counsel, for the same period; and, c) MacPherson Leslie & Tyerman LLP (“MLT”), the Receiver’s counsel in Saskatchewan, from November 12, 2009 to February 12, 2010, as described in Section 9 of this Report.

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

3. URBAN ELEMENTS – SALE TO ROUND TABLE

The UEC Property is a three-sided warehouse located at 1500 Quebec Avenue, Saskatoon, Saskatchewan – it was in the process of being converted to condominiums and one of its walls has been removed.

Details with respect to UEC GP, the UEC Property and its listing history are included in the Receiver's previous reports. In brief, UEC GP purchased the UEC Property on April 4, 2008. UEC GP intended to convert the warehouse building to individually titled office condominiums which were then to be sold as individual units. For numerous reasons, UEC GP did not proceed with the conversion. On September 20, 2009, UEC GP listed the UEC Property for sale with Colliers McClocklin Real Estate Corp. for \$2.1 million.

3.1 Title Search

The Receiver previously filed the results of a search under the Province of Saskatchewan Land Titles Registry with respect to the UEC Property.

The following two mortgages are registered on title:

- \$650,000 first mortgage ("Solar Star UEC Mortgage") held by Solar Star Holdings Inc., 1105550 Alberta Inc. and 851272 Alberta Inc.; and
- \$4 million second mortgage held by Signature UEC Capital Inc. ("UEC Capital"), a related party and an entity which is subject to the Receivership Order. According to UEC Capital's books and records, the actual amount advanced was \$2.2 million.

Both mortgages are in default.

In addition to the above, a registration against title was made on October 5, 2009 in the amount of \$199,000 by Richardson House of Fixtures and Supplies Ltd.

There are two other interests assigned to UEC GP as of August 15, 2006 which were registered against title in relation to a Purchase and Sale Agreement dated August 15, 2006 between Marty Fletcher and Urban Elements Development Corp., as purchaser, and Branstin Holdings Ltd. as vendor.

3.2 Sale Process

Pursuant to an order of this Honourable Court made on January 27, 2010, a conditional offer from Affinity Credit Union ("Affinity") was approved. The purchase price under the Affinity offer was \$1.6 million, plus applicable taxes.

On March 19, 2010, Affinity advised the Receiver that it would not be completing the transaction.

Upon receiving notice from Affinity, the Receiver corresponded with Round Table, which had expressed interest in the UEC Property at the time Affinity's offer was approved.

On March 23, 2010, the Receiver executed the Round Table Sale Agreement. The Round Table Sale Agreement is on substantially the same terms as the Affinity offer, including similar conditions and the same purchase price of \$1.6 million, plus applicable taxes. Round Table has paid a deposit of \$100,000.

The Round Table Sale Agreement contemplates a closing date of May 28, 2010 provided an order vesting title in Round Table is made by May 20, 2010.

On April 28, 2010, Round Table waived its conditions.

RSM Richter

A copy of the Round Table Sale Agreement, including the notice from Round Table with respect to waiver of conditions, is provided as Appendix "A".

3.3 Recommendation

The Receiver respectfully recommends that this Honourable Court make an order approving the Round Table Sale Agreement and vesting title in Round Table upon closing, for the following reasons:

- Round Table's offer is the highest and best received;
- The terms of the Round Table Sale Agreement are consistent with those of the Affinity offer, which was previously approved by the Court;
- The Round Table Sale Agreement is now unconditional, except for Court approval; and
- Acceptance of the Round Table Sale Agreement is supported by the first mortgagees registered on title to the UEC Property.

3.4 Mortgage Discharge

BJ provided an opinion that, subject to the assumptions and qualifications contained therein, the Solar Star UEC Mortgage is a validly perfected first ranking security interest against the UEC Property. Provided the Round Table Sale Agreement is approved by this Honourable Court and the Round Table Sale Agreement is completed, the Receiver intends to discharge the Solar Star UEC Mortgage on closing. A copy of the Solar Star UEC Mortgage payout statement is provided as Appendix "B".

3.5 Claims Process

The Receiver will implement the claims process approved by this Honourable Court on January 27, 2010 ("Claims Process") in respect of UEC GP and UEC Capital subsequent to closing.

4. CONB FINANCE DISTRIBUTION

The sale of the five-building apartment complex located in North Battleford, Saskatchewan (“Battleford Properties”) owned by CONB Development Corp. (“CONB Development”) was approved pursuant to an order of this Honourable Court dated December 2, 2009. The transaction closed December 7, 2009. Net proceeds of approximately \$6 million were paid to the Receiver on December 17, 2009.

CONB Finance held a first mortgage registered against title to the Battleford Properties in the amount of \$6.7 million.

BJ provided an opinion that, subject to the assumptions and qualifications contained therein, CONB Finance holds a validly perfected first ranking security interest against CONB Development.

Pursuant to a Court order made on January 27, 2010, the Receiver was authorized and directed to distribute \$5.6 million from CONB Development to CONB Finance. The balance of funds in CONB Development were held back on account of professional fees and other costs related directly to CONB Development and in respect of an allocation of the administration costs related to the receivership proceedings.

4.1 Claims Process

On February 8, 2010, the Receiver implemented the Claims Process in respect of CONB Finance.

Proofs of claim from 225 creditors totalling \$7.846 million were filed by March 10, 2010, the claims bar date. A schedule (“Distribution Schedule”) summarizing the claims made against CONB Finance and the proposed distribution of 71.4%¹ of proven claims is provided as Appendix “C”.

¹ Calculated as \$5.6 million/\$7.846 million = 71.4%.

4.2 Recommendation

The Receiver respectfully recommends that this Honourable Court approve the Distribution Schedule and authorize the Receiver to make a distribution of \$5.6 million to creditors of CONB Finance.

The Receiver will advise this Honourable Court in a subsequent report on whether additional funds, if any, are available for distribution to CONB Finance and its creditors.

5. RESORTS

Four SCI companies own recreational properties known collectively as the "Resorts", comprised of "Allan Beach", "Birch Bay", "Fir Crest" and "Poplar Grove". There are ten other related companies, some of which hold or held mortgages against the real property.

The properties were purchased as campgrounds and recreational vehicle sites to be converted and resold as individually titled lots. None of the properties were converted.

The properties are subject to a cross-collateral first mortgage in the amount of \$2.781 million. The mortgage is held by a group ("Resorts Mortgagees") comprised of Solar Star Holdings Inc., 1105550 Alberta Inc., Sano Stante Real Estate Inc., Robert D. Penner, and Aquino Belavy & Associates Ltd. Multiple subsequent mortgages totalling \$18.5 million are registered on title to the properties by several of the Companies.

Listing agreements in respect of three of the properties were previously approved by this Court. The "Birch Bay", "Fir Crest" and "Poplar Grove" properties have been listed for sale since the end of January, 2010. As at the date of this Report the Receiver has not accepted any offers.

5.1 Allan Beach

The Allan Beach property is a 37 acre site situated on Hubbles Lake, approximately 15 km west of Edmonton, Alberta.

In the months prior to commencement of the receivership proceedings, SCI management submitted re-zoning applications to the regional districts associated with three of the Resorts properties, including Allan Beach. The re-zoning applications sought permission to, among other things, register a caveat on title to the property, the effect of which would be to permit the sale of separately titled lots. Re-zoning has been approved in respect of "Birch Bay" and "Fir Crest", subject to registration of applicable covenants.

The Receiver had been awaiting the outcome of the re-zoning application from Parkland County, the corresponding regional district, before listing the Allan Beach property.

On April 6, 2010, Parkland County held a public hearing to consider, among other things, Allan Beach's re-zoning application. The Receiver attended the hearing. Following comments made by local residents and council members at the hearing, Parkland County voted unanimously against the re-zoning.

5.1.1 Listing Proposal

The Receiver subsequently sought listing proposals from two real estate brokerage firms. Upon reviewing the two proposals, the Receiver selected the proposal from Cushman as being most favourable.

Cushman recommends a list price of \$2.25 million. The listing proposal contemplates a six-month term. A commission of 3% would be payable to Cushman upon completion of a sale. A reduced commission of 1.5% would be payable if the purchaser is an existing bondholder of the Companies.

5.1.2 Repayment of First Mortgage

The Receiver was approached by representatives of an ad hoc committee of bondholders (“Committee”) regarding the options they are considering to maximize their recoveries. The Committee advised the Receiver that one of the options being reviewed is an assignment to bondholders of the cross-collateralized first mortgage held by the Resorts Mortgagees. The Receiver understands that bondholders would then re-apply to Parkland County for re-zoning in respect of Allan Beach and seek to convert and/or develop one or more of the Resorts properties outside of the receivership.

While the Receiver appreciates that bondholders want to avoid a loss on their investments, the Receiver has expressed concerns with the Committee’s ability to gain consensus on a buyout and development plan within a reasonable time given there are over 600 bondholders of the Resorts companies holding subordinate mortgages, many of whom may have divergent interests.

The Receiver has met with representatives of the Resorts Mortgagees. They supported the Receiver’s suggestion to temporarily delay listing of the Allan Beach property until Parkland County responded to the re-zoning application. Upon Parkland County’s refusal to approve the re-zoning, the Resorts Mortgagees requested that the Receiver list the Allan Beach property for sale.

In the Receiver’s view, listing the property for sale does not prejudice the Committee and its members as they not precluded, either on their own or as a sub-set, from making an offer to the Resorts Mortgagees for an assignment of their security or to the Receiver for the purchase of one or more of the Resorts properties.

5.2 Recommendation

The Receiver respectfully recommends that it be authorized to enter into a standard-form listing agreement with Cushman in respect of the Allan Beach property.

6. STATUS UPDATES

6.1 Weststone Development

Weststone Development Corp. owns the properties municipally known as 320 and 336 Gladstone Avenue, Yorkton, Saskatchewan ("Weststone Property").

Pursuant to Court orders dated April 6, 2010 and April 22, 2010, this Honourable Court approved a sale of the Weststone Property to Gladstone YK Investments Inc. ("Gladstone YK") for a purchase price of \$3.618 million. The sale closed on May 6, 2010 pending registration of the order ("Weststone Vesting Order") vesting title in Gladstone YK. The Weststone Vesting Order has been submitted to Province of Saskatchewan Land Registration. Once title to the Weststone Property has been transferred, the net closing funds will be releasable to the Receiver.

The Receiver was provided with a payout statement from Solar Star Holdings Inc., 1105550 Alberta Inc. and 851272 Alberta Inc. (collectively, the "Solar Star Group"), the first mortgagees, reflecting a balance of \$1.565 million as at April 19, 2010. A copy of the payout statement is provided as Appendix "D". Pursuant to a Court order dated April 22, 2010, the Receiver is authorized and directed to discharge the Solar Star Group mortgage on closing.

Sale proceeds of approximately \$1.9 million, net of the payment to Solar Star Group and commissions of \$121,000 plus taxes owing to the realtor², are expected to be available for costs of the receivership administration and partial distribution to Weststone Finance Corp. ("Weststone

² The commission rate is 5% on the first million and 2.5% on the balance of the purchase price, plus GST.

Finance”), a related party that holds a second mortgage of \$6.35 million on the Weststone Property. Weststone Finance is subject to the Receivership Order.

The Receiver will implement the Claims Process in respect of Weststone Development Corp. and Weststone Finance upon receipt of the funds from closing.

6.2 SCI Bridge II Finance Corp.

SCI Bridge II Finance Corp. (“SCI Bridge”) raised \$2 million to provide capital to third-party real estate developments.

SCI Bridge made two loans. The Receiver recovered \$476,000 on account of the loan to Condo-Condo Lethbridge Portfolio Ltd. The Receiver is projecting that SCI Bridge will not have any recoveries on the second loan to Okotoks AB Riverside Dev. Ltd., a company which has been in receivership since October 15, 2009.

On March 29, 2010, the Receiver implemented the Claims Process in respect of SCI Bridge. The applicable claims bar date was April 30, 2010.

The Receiver is in the process of reviewing claims. The Receiver will be recommending a distribution to creditors of SCI Bridge in a subsequent report.

6.3 Signature Lethbridge Fairview Capital Corp.

The Receiver has previously reported on the \$5 million loan made from Signature Lethbridge Fairview Capital Corp. (“Signature Lethbridge”) to Lethbridge Fairview Development Corporation (“LFDC”), an unrelated party, as construction financing for a seniors’ residence in Lethbridge, Alberta. The financing was registered against title to the lands owned by LFDC as a second mortgage subordinate to Carevest Capital Inc. (“Carevest”), which registered a mortgage of \$2.37 million.

Pursuant to an Order Nisi/Order for Sale from the Court, the LFDC lands have been listed for sale with Avison Young (Canada) Inc. ("Avison") since January 18, 2010 with an asking price of \$4.3 million.

On March 8, 2010, the Court approved a conditional offer of \$3.5 million for the LFDC lands by Golden Life Management ("Golden"). On April 22, 2010, Golden advised that it would not be waiving its conditions.

Avison subsequently received two unconditional offers for the LFDC lands, subject to Court approval. The purchase prices of both offers are below the amount offered by Golden.

On May 5, 2010, the Court approved the higher of the two offers, at \$3 million, from Classic Construction Ltd. ("Classic"). The offer from Classic contemplates a closing date of July 31, 2010.

The Receiver will implement the Claims Process for creditors of Signature Lethbridge if funds are distributed to it after payment of the Carevest mortgage and commissions owing to Avison.

7. RECEIVER'S ACTIVITIES

In addition to the items discussed above, the Receiver's activities since the date of the Third Report have included, *inter alia*, the following:

- Corresponding on a regular basis with Landquest Realty Corporation and Cascadia Pacific Realty Ltd. related to the "Birch Bay", "Fir Crest" and "Poplar Grove" property listings;
- Continuing to deal with covenant registration matters related to "Birch Bay" and "Fir Crest";
- Continuing to monitor unit sales of the condominium property in Arizona ("Sunbelt Property") owned by Signature US Sunbelt LLC ("SUS"), a related company;
- Continuing to review the Sunbelt Property marketing program with the real estate agent engaged by SUS;

- Continuing to monitor the cash flow related to each of the operating entities subject to the Receivership Order;
- Corresponding with third-party first mortgagees related to several of the properties owned by the Companies;
- Corresponding with members of the Committee;
- Corresponding with the Companies' former counsel in respect of the "Summers Place" and "Hearthwood" transactions and disposition of funds;
- Continuing to deal with the Companies' insurance brokers;
- Continuing to correspond with Weststone Developments' third-party property manager;
- Corresponding with Olympia Trust Company, which managed RSP investments made by bondholders;
- Corresponding on a periodic basis with Ms. Rousseau;
- Responding to telephone, e-mail and online forum inquiries from the Company's unsecured creditors;
- Paying for post-filing goods and services;
- Drafting this Report; and
- Other matters pertaining to the administration of this mandate.

8. RECEIVER BORROWINGS

The Receivership Order authorizes the Receiver to borrow up to \$1.5 million in order to fund the administration of the receivership. The Receiver has to date borrowed \$765,000 under Receiver Certificates, inclusive of an initial \$15,000 non-refundable commitment fee. A further non-refundable fee would apply for additional borrowings. The Receiver Certificates provide for an interest rate of 12% per annum, compounded monthly.

These funds have been used to pay for:

- Costs which have not been allocated to specific companies under the Receivership Order, including consulting costs of SCI's former management;
- Operating costs of Companies with insufficient current cash balances, such as UEC GP, the companies operating the Resorts and Signature US Sunbelt Capital Corp. related to the Sunbelt Property; and
- Professional fees of the Receiver and its counsel³.

As a result of the CONB Development and SCI Bridge recoveries and the pending transactions in respect of Weststone Development and UEC GP, the Receiver believes it is appropriate for it to repay a portion of its borrowings in order to reduce interest expenses. The Receiver will prepare an allocation of the funds used for such repayment and additional funds to be borrowed for ongoing purposes from those entities.

As the Receiver has previously reported, the Receiver will prepare an allocation of all fees and costs among the entities subject to the Receivership Order once all, or the majority of, the real property assets of the Companies have been sold. Further creditor distributions may result once a final allocation is completed.

9. PROFESSIONAL FEES

The Receiver's fees and disbursements from November 3, 2009 to March 31, 2010 total \$444,572. The fees and disbursements of BJ for the same period total \$150,939. These accounts include time incurred in the week leading up to the commencement of these receivership proceedings, all of which related to the preparation of the receivership materials.

³ In accordance with the Receivership Order, the fees and disbursements of the Receiver and its counsel form a first charge on the property of the Companies. Additionally, 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 are entitled to be paid from the proceeds of realization generated from other entities subject to the Receivership Order.

The fees of and disbursements of MLT from November 12, 2009 to February 12, 2010 total \$11,927.

The major activities of the Receiver and its counsel in this time period include:

- Completing the transaction for the sale of the Battleford Properties, resulting in net proceeds of approximately \$6 million being paid to the Receiver;
- Implementing the Claims Process in respect of CONB Finance;
- Carrying out the sale process for the Weststone Property, which will result in proceeds of \$3.6 million being paid to the Receiver;
- Dealing with the sale of the UEC Property, which is expected to result in proceeds of \$1.6 million being paid to the Receiver;
- Overseeing matters related to the Resorts, including operating activities and re-zoning applications;
- Responding to a substantial number of inquiries from the Companies' secured creditors, bondholders and other stakeholders;
- Preparing and issuing thirty-eight (38) Notice and Statements of the Receiver in accordance with subsections 245(1) and 246(1) of the BIA; and
- Preparing and issuing three reports to Court and materials for numerous Court applications.

A summary of the amounts invoiced is as follows⁴:

RSM Richter Inc.

Period	Fees	Disbursements	GST	Total
November 3 to November 30, 2009	\$ 175,543.75	\$ 2,717.73	\$ 8,913.07	\$ 187,174.55
December 1 to December 31, 2009	77,689.25	2,693.54	4,019.14	84,401.93
January 1 to January 31, 2010	70,638.00	.57	3,531.93	74,170.50
February 1 to February 28, 2010	54,455.00	254.54	2,735.48	57,445.02
March 1 to March 31, 2010	38,197.50	1,211.80	1,970.47	41,379.77
Total	\$ 416,523.50	\$ 6,878.18	\$ 21,170.09	\$ 444,571.77

Richter's average hourly rate during the period was \$336.61.

⁴ Copies of the invoices are available for review during normal business hours at the Receiver's office located at Bow Valley Square 2, 3810, 205 – 5 Avenue SW, Calgary, AB T2P 2V7.

Bennett Jones LLP

Period	Fees	Disbursements	GST	Total
November 3 to November 30, 2009	\$ 55,187.00	\$ 1,004.08	\$ 2,773.09	\$ 58,964.17
December 1 to December 31, 2009	11,900.00	251.79	597.79	12,749.58
January 1 to January 31, 2010	41,770.00	229.00	2,099.95	44,098.95
February 1 to February 28, 2010	17,639.00	236.88	892.79	18,768.67
March 1 to March 31, 2010	15,491.00	87.75	778.64	16,357.39
Total	\$ 141,987.00	\$ 1,809.50	\$ 7,142.26	\$ 150,938.76

MacPherson Leslie & Tyerman LLP

Period	Fees	Disbursements	GST/PST	Total
November 12 to December 16, 2009	\$ 9,569.50	\$ 570.91	\$ 976.75	\$ 11,117.16
January 11 to February 12, 2010	736.00	.50	73.62	810.12
Total	\$ 10,305.50	\$ 571.41	\$ 1,050.37	\$ 11,927.28

The Receiver is of the view that the professional fees of BJ and MLT are reasonable and appropriate in the circumstances.

The Receiver respectfully requests that this Honourable Court approve its fees and disbursements and those of BJ and MLT. As discussed in Section 9, the Receiver does not propose to allocate the fees until the final stages of the receivership.

10. NOTICE OF THIS MOTION

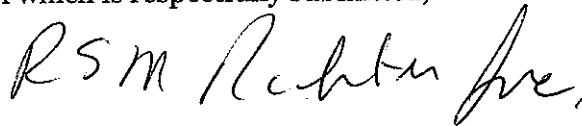
In addition to the parties on the service list, the Receiver will be advising bondholders of UEC GP (and related companies), CONB Finance and each of the companies comprising the Resorts via e-mail of this motion. Bondholders will be directed to the Receiver's website to review the motion materials.

11. 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,

A handwritten signature in cursive script that reads "RSM Richter Inc." The signature is written in black ink and is positioned below the text "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**

OFFER TO PURCHASE AND INTERIM AGREEMENT
(the "Offer")

TO: RSM RICHTER INC., as Receiver and Manager of Urban Elements Centre G.P. Ltd.
(hereinafter collectively called the "**Vendor**")

Round Table Management Ltd. (hereinafter called the "**Purchaser**") hereby offers and agrees to purchase the land and premises municipally known as 1500 Quebec Avenue, Saskatoon, Saskatchewan and legally described as:

Surface Parcel Number 164044672 consisting of Lot BB, Block 12,
Plan No. 101942614, Extension 0, including any and all mineral rights
associated therewith
(the "**Property**")

together with all buildings, structures, erections, improvements, appurtenances, and fixtures situated in or upon the Property, (but excluding the Excluded Improvements as hereinafter defined) (the "**Improvements**") and the Chattels (as hereinafter defined) (collectively, the "**Purchased Assets**") on the following terms and conditions:

1. Definitions

"**Approval Order**" means the transaction contemplated by this Offer is approved by the Court.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday observed in Alberta, British Columbia or Manitoba.

"**Claims**" has the meaning given to it in Section 9.

"**Closing**" and "**Closing Date**" have the meanings given to them in Section 8.

"**Closing Conditions**" has the meaning given to it in Section 6.

"**Court**" means the Alberta Court of Queen's Bench, and to the extent necessary to effect registration of the Approval and Vesting Order at the Saskatchewan land titles office, the Court of Queen's Bench of Saskatchewan.

"**Discretion**" has the meaning given to it in Section 5(e).

"**Encumbrances**" means any encumbrances, charges, or interests of any nature or kind whatsoever or however arising, including, without limitation, any mortgages, charges, liens, including, without limitation, builders' liens, levies, assessments, security interests, tenancies, licenses, or any options regarding any such rights, or any other claim of any person or entity, or any notices or caveats relating to any such interests.

"**Improvements**" has the meaning given to it in the first paragraph of this Offer.

"**Project Documents**" has the meaning given to it in Section 5(c).

"**Purchased Assets**" has the meaning given to it in Section 4.

"**Receiver's Certificate**" means the Receiver's certificate substantially in the form to be attached to the Approval and Vesting Order.

"**Receivership Proceedings**" means the proceedings pursuant to which RSM Richter Inc. was appointed Receiver and Manager of Urban Elements Centre G.P. Ltd. pursuant to the *Bankruptcy and Insolvency Act*.

"**Vesting Order**" means a final order (or separate orders) of the Court, in form and substance satisfactory to each of the Vendor and the Purchaser, each acting reasonably and without delay, pursuant to which all right, title and interest in the Purchased Assets shall be vested absolutely in and to the Purchaser on Closing, and upon registration of such final order at the Saskatchewan land titles office, in each case free and clear of all Encumbrances.

2. Purchase Price

The purchase price for the Purchased Assets shall be \$1,600,000 plus GST (the "**Purchase Price**") and shall be payable as follows:

- (a) An initial deposit (the "**Initial Deposit**") payable by \$ 100,000 certified cheque or wire transfer in trust to Colliers McClocklin Real Estate Corp. (the "Broker") payable within 48 hours of acceptance of this Offer by the Vendor;

- (c) The balance of the Purchase Price plus or minus \$1,500,000 adjustments as provided for hereunder (payable by solicitor's trust cheque, wire transfer, or by certified cheque) to the Vendor or its solicitor on or before the Closing Date (as hereinafter defined);

Total Purchase Price

\$1,600,000

plus GST

3. Deposit to be Invested

The monies paid to the Broker pursuant to Section 1 shall be deposited, after acceptance of this Offer, in their trust account with interest accruing to the Purchaser to be credited on account of the Purchase Price on Closing, except as expressly provided otherwise herein.

4. Property Included in Purchase Price

The Purchase Price is in respect of the following assets (the "**Purchased Assets**"): (i) the Property, and (ii) all Improvements, all in their current "as is, where is and with all faults" condition as contemplated in Section 19 or as otherwise set forth in this Offer, including that the Purchased Assets shall on Closing be free and clear of all Encumbrances.

5. Vendor's Covenants

The Vendor represents, warrants to, and covenants with, the Purchaser that:

- (a) at the Closing Date, there will not be:
 - (i) any agreement, right or option, direct or indirect for the purchase of the Property other than the agreement resulting from the Vendor's acceptance of this Offer; and
 - (ii) any leases, offers to lease, agreements to lease, tenancy agreements, license agreements, or any other agreements granting or creating any rights of occupancy with respect to, or affecting any portion of, the Purchased Assets which could extend beyond the Closing Date;
- (b) the Vendor is not now and will not at the Closing Date be a non-resident of Canada as defined by the *Income Tax Act* (Canada);
- (c) within five (5) Business Days following the acceptance of this Offer by the Vendor, the Vendor will deliver to the Purchaser copies of all the following documents pertaining to the Purchased Assets that are within the Vendor's possession or control (the "**Project Documents**"):
 - (i) a Phase 1 Environmental Assessment dated May 2009 by Polson Environmental which includes the most current Fire Inspection Report;
 - (ii) a Surveyor's Certificate;
 - (iii) building plans and specifications, if any, that are in the Receiver's possession; and
 - (iv) a City of Saskatoon Certificate approving subdivision;
- (d) subject to and without in any way limiting the other representations, warranties and covenants contained in this Offer, and subject to the provisions of any order made in the Receivership Proceedings, the Vendor will not materially alter the Purchased Assets from the condition such Purchased Assets are in on the date that this Offer is accepted by the Vendor (except for the removal of the Excluded Improvements or otherwise as in accordance with this Offer) and the Vendor shall continue to operate, manage, and maintain the Purchased Assets in the same manner as would a prudent owner of property and assets of comparable type, age, class, and location, including the maintenance of such insurance as would be maintained by a prudent owner of such property similar to the Purchased Assets. For the purposes of this Offer, "materially alter" shall mean any alterations to the Purchased Assets having a dollar value singularly or in the aggregate of more than \$50,000.00;

- (e) other than the charges created by the Receivership Order, the Vendor will not create or grant any Encumbrances on title to the Property, registered or unregistered, that will serve to create an obligation or liability that will survive Closing or that may affect the development or use of the Property by the Purchaser, without obtaining the prior written consent of the Purchaser acting in its sole absolute and unfettered discretion (hereinafter, "**Discretion**") and no work has been performed or is in progress (other than the removal of the Excluded Improvements and any repairs necessitated thereby) and no materials or services have been furnished to the Purchased Assets that might give rise to any Encumbrance, including, without limitation, any builder's liens or other liens against the Purchased Assets or any portion thereof;
- (f) the Vendor has not received any notice of expropriation or intended expropriation relating to the Purchased Assets or any notice of road closure affecting access thereto;
- (g) the Vendor has not received any order or notice under applicable health or environmental legislation with respect to the removal of Contaminants (as hereinafter defined), pests or noxious substances; and
- (h) the Vendor maintains in full force and effect such policies of insurance issued by reputable and responsible insurers as would be maintained with respect to a property similar to the Purchased Assets by a reasonably competent, prudent and business like owner including, without limitation, fire and extended coverage insurance for the full replacement cost of the buildings, improvements, and erections, and such policies of insurance are to be so maintained until Closing.

If any of the representations or warranties contained in this Section 5 is not true or accurate, or any covenant of the Vendor in this Section 5 is not performed by the Vendor in accordance with its terms, the sole remedy of the Purchaser in respect thereof shall be to elect not to proceed with Closing if the conditions set out in Section 6(b)(i) or (iii) have not been satisfied as a result thereof and the Purchaser shall not have any right to claim damages as a result thereof. The representations, warranties, and covenants contained herein on the part of the Vendor and the Purchaser shall merge on Closing.

6. Purchaser's Conditions

The obligation of the Purchaser to complete the purchase of the Property shall be subject to the satisfaction or waiver by the Purchaser in its sole discretion on or before April 28, 2010 of the following conditions (collectively, the "**Purchaser's Conditions**"):

- (a) Purchaser, at its sole expense, to obtain mechanical, electrical, structural, roof inspections and preliminary tenant improvement costs, the results of which are to the Purchaser's sole satisfaction; and
- (b) Purchaser approving and accepting the documents specific in paragraph 5(c) herein.

The foregoing conditions precedent are inserted herein for the sole benefit of the Purchaser acting in its Discretion (except as otherwise provided in this Offer), and if any of the foregoing conditions are not satisfied or waived by the Purchaser by the dates referred to in Section 6 above, then in any such case, effective as of the Condition Removal Date, the Purchaser will be entitled to the return of the Initial Deposit plus all accrued interest without deduction (and the parties hereby irrevocably direct the Purchaser's Solicitor to release the Initial Deposit and accrued interest to the Purchaser on receipt of notice from the Purchaser that any such Purchaser's Conditions have not been satisfied or waived) and this Offer will automatically terminate as at the Condition Removal Date and be of no further force and effect and the Purchaser and the Vendor shall thereafter be released from any and all further liability hereunder.

7. Mutual Conditions

The obligation of the parties hereto to complete the sale of the Property shall be subject to the mutual condition precedent (the "**Mutual Condition**") that the Vendor shall have obtained an Approval Order and Vesting Order no later than May 20, 2010 and both Orders shall both have been issued and entered and remain unamended and shall not have been varied or set aside or be subject to any stay.

The foregoing Mutual Condition is inserted herein for the mutual benefit of both the Vendor and the Purchaser, and if the Mutual Condition is not satisfied or extended within the prescribed time, the Purchaser will be entitled to the return of the Initial Deposit plus all accrued interest without deduction (and the parties hereby irrevocably direct the Purchaser's Solicitor to release the Initial Deposit and accrued interest to the Purchaser on receipt of notice from the Purchaser or the Vendor that the Mutual Condition has not been satisfied or waived), and this Offer will automatically terminate and be of no further force and effect and the Purchaser and the Vendor shall thereafter be released from any and all further liability hereunder. The Vendor agrees that it shall use its commercial reasonable efforts to satisfy the foregoing Mutual Condition by the Closing Date.

8. Closing and Possession

This transaction of purchase and sale shall be completed on May 28, 2010, or on such earlier or later date as the parties may agree upon in writing (the "**Closing Date**" or "**Closing**") which shall be the date on which vacant possession of the Purchased Assets is to be given to the Purchaser, free and clear of Encumbrances provided that at any time on or before the Closing Date (as it may be extended pursuant to this Section 8), the Vendor shall have the right to extend the Closing Date, by delivery of notice of such extended Closing Date to the Purchaser, if a certificate of title showing the Purchaser as the owner of the Property has not been obtained by such date, except that the Vendor shall not have any right to extend the Closing Date beyond June 28, 2010.

9. Access

The Purchaser's auditors, agents, consultants, or other representatives that the Purchaser deems necessary, acting reasonably, shall be entitled, from and after the date of execution by the Vendor of this Offer with prior notice and at times mutually convenient to the parties, each

acting reasonably, to enter into the Property and Improvements and carry out such tests and inspections as the Purchaser deems necessary, to perform its due diligence including, without limitation, the taking of soil and groundwater samples from the Property and drilling the Property as may be required in connection therewith, provided the Purchaser shall repair any damage caused by such tests and inspections, and provided the Purchaser shall indemnify the Vendor from any actions, causes of actions, suits, claims, damages, obligations, demands, costs and expenses (including, without limitation, reasonable legal fees on a solicitor/client basis) (collectively, "Claims"), arising from any such damage and shall provide proof of insurance normal in such circumstances. The Vendor shall forthwith on request, deliver to the Purchaser any letters of authorization, consents or demands as may be required by any governmental authority to permit the Purchaser to conduct its due diligence herein.

10. Adjustments

The Purchase Price shall be subject to adjustment for items normally adjusted in transactions of this nature in Saskatoon, Saskatchewan, including for property taxes, school taxes, levies and assessments charged, assessed or otherwise imposed on the Purchased Assets, local improvements, municipal utility charges, rents and security deposits, (collectively the "Adjustments"), with the intent that the Vendor shall be responsible for and pay all expenses and liabilities and receive all rents arising from the Purchased Assets on the Closing Date itself. Subject to receipt of a credit against the Purchase Price for the Vendor's share thereof, the Purchaser shall assume such obligations following the Closing Date. Such Adjustments shall be added or deducted from the Purchase Price, as necessary. The Purchaser shall be responsible for all registration costs in connection with registration of the transfer of title to the Purchased Assets.

11. Risk

The Purchased Assets shall be and remain at the risk of the Vendor until Closing.

12. Damage

In the event of damage, howsoever occasioned, to the Purchased Assets that effectively, in the opinion of the Purchaser, acting in its Discretion, render the Purchased Assets substantially less fit for use or occupancy than was the case at the time of the making of this Offer, the Purchaser may at its sole option elect to have paid to it the proceeds of the insurance and to complete the purchase and sale herein contemplated (in which event the Vendor shall forthwith thereafter take all steps necessary to assign any such insurance proceeds to the Purchaser), or may cancel the Offer and thereupon have all monies paid by the Purchaser to the time of the exercise of such option (including the Initial Deposit and Additional Deposit) returned together with all interest earned thereon.

13. Conduct to Closing – Maintaining Assets

Pending completion of the purchase and sale herein contemplated, the Vendor will from and after the date of its acceptance of this Offer:

- (a) not encumber the Purchased Assets;

- (b) will maintain the Purchased Assets in its present state except for normal wear and tear;
- (c) will hold all insurance policies in good standing and the proceeds thereof in trust for the parties as their interests may appear; and
- (d) will maintain in good standing all service and maintenance contracts and other contracts of a similar nature relating to the Purchased Assets.

14. Vendor's Closing Deliveries

Within a reasonable time prior to the Closing Date to permit registration of the Approval and Vesting Order at the Saskatchewan land titles office, the Vendor's solicitor shall deliver or cause to be delivered to the Purchaser's Solicitor, on reasonable trust conditions as is customary for the sale of commercial real property in the City of Saskatoon, Saskatchewan and consistent with the terms of this Offer, including the following:

- (a) the Approval Order;
- (b) the Vesting Order;
- (c) the Receiver's Certificate;
- (d) a statement of adjustments setting out the Adjustments effective the Closing Date as provided for under Section 10 above;
- (e) a certificate of the Vendor confirming that the representations and warranties contained in this Offer including, without limitation, Section 5 are true and correct in all material respects as at the Closing Date with the same force and effect as if each of such representations and warranties was made at and as of the Closing Date; and
- (f) a certificate of the Vendor certifying that it is not a non resident within the meaning of Section 116 of the *Income Tax Act* (Canada); and
- (g) an acknowledgement in favour of the Purchaser dated as of the Closing Date confirming that the Mutual Condition has been fulfilled, performed or waived as of the Closing Date.

15. Purchaser's Closing Deliveries

On or before the Closing Date, subject to the condition's precedent set forth in Sections 6 and 7 (including the Purchaser's Conditions and the Mutual Condition) having been satisfied or waived, and subject to the Vendor complying with its representations, warranties and covenants contained herein in all material respects including, without limitation, Section 16, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

- (a) a certified cheque or wire transfer for the balance of the Purchase Price, subject to the Adjustments provided for in Section 10 above;
- (b) a declaration regarding registration of the Purchaser for the purposes of goods and services tax ("GST") pursuant to Section 17 hereof;
- (c) an acknowledgement in favour of the Vendor and the Receiver dated as of the Closing Date confirming that each of the Purchaser's Conditions and the Mutual Condition has been fulfilled, performed or waived as of the Closing Date.

16. Application of Deposits

If this Offer is accepted by the Vendor, then, following such acceptance, the Initial Deposit, paid by the Purchaser in accordance with the terms of this Offer, shall be held by the Broker in trust to be paid over to the Vendor as part of the Purchase Price upon Closing, provided that the interest earned thereon shall accrue in favour of the Purchaser.

If the Vendor fails to carry out its obligations under this Offer following acceptance, unless such failure is due to the fault of the Purchaser, the Purchaser may require that the Initial Deposit and any interest earned thereon, if paid, be returned to it and pursue such other remedies as the Purchaser may have under this Offer, in equity or at law.

If the Purchaser fails to carry out its obligations under this Offer following its acceptance, the Vendor may require the Initial Deposit and any interest earned thereon, if paid, be paid to the Vendor as liquidated damages and not as a penalty and the Vendor shall have no further Claim against the Purchaser whatsoever or howsoever arising under this Offer, in equity or in law.

The parties hereby irrevocably authorize and direct the Purchaser's Solicitor to make such payments in the manner and at the times hereinbefore directed. The parties agree that the Purchaser's Solicitor shall be a mere stakeholder with respect to the Initial Deposit held by it together with all interest accrued thereon, and if a dispute arises between the Vendor and the Purchaser regarding the manner in which such Initial Deposit and/or the interest accrued thereon are to be disbursed, the Purchaser's Solicitor shall be entitled to bring an application to court to pay such Initial Deposit and/or the interest accrued thereon into court and following such payment into court, the Purchaser's Solicitor shall be fully, finally and absolutely relieved of and released from, all liability with respect thereto.

17. Goods and Services Tax

With respect to any GST payable pursuant to the *Excise Tax Act* (Canada) (the "Act") as a result of this transaction, the parties agree as follows:

- (a) subject to subsection (b) below, the Purchaser shall pay to the Vendor on the Closing Date all GST payable as a result of this transaction in accordance with the Act, and the Vendor shall remit such GST to the Receiver General for Canada when and to the extent required by the Act;

- (b) notwithstanding subsection (a), the Vendor shall not collect GST from the Purchaser in this transaction if the Purchaser is registered under the Act and provides a statutory declaration and indemnity confirming its registration and registration number, in which case the Purchaser shall file returns and remit GST when and to the extent required by the Act;
- (c) the Purchaser hereby agrees to indemnify and hold the Vendor harmless from any liability of the Purchaser under the Act arising because of a breach of the obligations of the Purchaser set out in this sub-section together with all losses, costs and expenses resulting from such breach; and
- (d) the provisions of this sub-section shall survive the Closing of this transaction.

18. Caveat

The Purchaser shall not register a Caveat pursuant to this Offer to Purchase and its interest in the Property.

19. Assignment/Nomination

The Purchaser, with the express prior consent in writing of the Vendor such consent not to be unreasonably withheld, conditioned or delayed, shall have the right to assign the agreement resulting from the acceptance of this Offer or nominate in writing any person, firm or corporation, including, without limitation, a corporation, to be hereinafter incorporated, as long as the assignee or nominee is a related party to the Purchaser, to take title to the Purchased Assets in its place and stead; and in such event the assignee or nominee and the Purchaser shall be jointly and severally responsible for the performance of the agreement and/or covenants of the Purchaser.

20. Commissions

The Purchaser shall have no obligation for payment of commissions payable to Colliers McClocklin Real Estate Corp. which shall be the Vendor's sole responsibility.

21. Inspection

The Purchaser has, or will have, as at the Closing Date, inspected the Purchased Assets and agrees that, except as set out in this Offer, the Vendor has not made any representation, warranty, collateral agreement or condition regarding the Purchased Assets or any adjacent lands or lands in close proximity to the Property or otherwise which may in any way directly or indirectly affect the Purchased Assets or regarding this Offer. Except as specifically stated otherwise in this Offer, the Purchased Assets are being conveyed to the Purchaser "AS IS, WHERE IS AND WITH ALL FAULTS" and other than as set forth in this Offer, the Vendor makes no representation or warranty as to the condition, adequacy or status of the Purchased Assets including, without limiting the generality of the foregoing, the Vendor makes no representation or warranty as to the environmental condition, adequacy or status of the Property or any obligations with respect thereto, or any of the Improvements, including, without limitation, the

fixtures, equipment, buildings or improvements located on the Property except as otherwise stated herein.

22. Gender and Enurement

This Offer and the agreement arising upon its acceptance by the Vendor (the "agreement") is to be read with all changes of gender or number required by the context, and this agreement shall enure to and be binding upon the successors and assigns of the parties to it. The term "including" means "including, without limitation" and the term "includes" has a similar meaning.

23. Time

Time shall in all respects be of the essence hereof.

24. Further Assurances

Each of the Vendor and Purchaser shall from time to time at the request of the other, acting reasonably, execute and deliver all such documents, and do all such acts and things as the other acting reasonably may from time to time request be executed or done in order to better evidence or perfect or give effect to any provision of the agreement formed by acceptance of this Offer or any of the respective obligations intended to be created hereby.

25. Governing Law

This contract shall be governed by and construed in accordance with the laws of Alberta and the laws of Canada applicable herein.

26. Entire Agreement

This Offer constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do either of the parties hereto rely upon or regard as material, any representations or writings whatsoever made by or on behalf of either of the parties or their respective agents not expressly incorporated herein in writing.

27. Notices

All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall, unless otherwise specifically provided for herein, be given in writing and be personally served or prepaid express messenger or sent by electronic facsimile transmission, addressed to such other party or delivered to such other party as follows:

The Vendor:

RSM Richter Inc.
3810, 205 – 5th Avenue SW
Calgary, AB T2P 2V7

Attention: Bob Taylor
Phone: 403-233-7112
Fax: 403-233-8688

with a copy to:

Bennett Jones LLP
4500, 855 – 2nd Street SW
Calgary, AB T2P 4K7

Attention: Frank Dearlove
Phone: 403-298-3202
Fax: 403-265-7219

The Purchaser:

Round Table Management Ltd.
255 Robin Crescent
Saskatoon, SK S7L 6M8

Attention: •
Phone: 306-664-3955
Fax: 306-653-5778

with a copy to:

Stevenson Hood Thornton Beaubier
500, 123 – 2nd Avenue South
Saskatoon, SK S7K 7E6

Attention: William F. J. Hood
Phone: 306-244-0132
Fax: 306-653-1118

Any notice, requests, demands or other communication given by messenger as aforesaid, shall be deemed to have been received on the next business day following the sending thereof. Any notice, requests, demands or other communication given by electronic facsimile transmission shall be deemed to have been received on the same day as the sending thereof. Either party may change its address for service by notice in writing to the other given as aforesaid.

28. Headings

The insertion of headings in this Offer are for convenience of reference only and shall not be considered in or affect its interpretation or construction.

29. Counterpart

This Offer may be executed in one or more counterparts, and may be delivered by fax or Portable Document Format by a party to the other party or its solicitors, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by either such counterpart.

30. Acceptance

The Vendor shall have until 1:00 P.M. (Calgary time) on the 24th day of March, 2010, to accept this Offer, after which the Offer will be null and void and any deposit made by the Purchaser hereunder returned to the Purchaser.

DATED at Saskatoon, Saskatchewan, this 23 day of March, 2010.

ROUND TABLE MANAGEMENT LTD.

Per: *Kevin Porfesse*

Per: _____

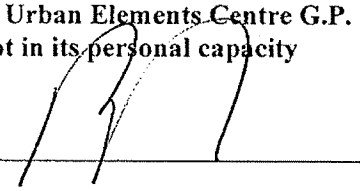
ACCEPTANCE

The undersigned hereby accepts the above and agrees to and with the Purchaser to duly complete the sale on the terms and conditions above mentioned and to observe and perform the covenants and undertakings therein set out.

DATED this 24th day of March, 2010.

**RSM RICHTER INC., as Receiver and
Manager of Urban Elements Centre G.P.
Ltd., and not in its personal capacity**

Per: _____



SCHEDULE "A"

I. Excluded Improvements

The parties hereto acknowledge and agree that the following items are excluded from the Purchased Assets, and shall be retained by the Vendor, and shall be removed by the Vendor, at its sole cost and expense, prior to the Condition Removal Date:

None

II. Machinery, Equipment and Chattels

1) The Purchased Assets shall include the following:

None

NOTICE TO REMOVE CONDITION(S)

To be attached to and form a part of the OFFER TO PURCHASE dated the 24th day of March A.D. 2010

BETWEEN:

RSM RICHTER INC.

(as "Vendor")

- AND -

ROUND TABLE MANAGEMENT LTD.

(as "Buyer")

RE: **ADDRESS: 1500 QUEBEC AVENUE**
LEGAL DESCRIPTION: Parcel # 164044672

Dear Sirs:

Take notice that the following condition(s) for the Buyer in the accepted OFFER TO PURCHASE have been fulfilled, performed or waived, namely:

6. Purchaser's Conditions

The obligation of the Purchaser to complete the purchase of the Property shall be subject to the satisfaction or waiver by the Purchaser in its sole discretion on or before April 28, 2010 of the following conditions (collectively, the "Purchaser's Conditions"):

- (a) Purchaser, at its sole expense, to obtain mechanical, electrical, structural, roof inspections and preliminary tenant improvement costs, the results of which are to the Purchaser's sole satisfaction; and
- (b) Purchaser approving and accepting the documents specific in paragraph 5(c) herein.

IN WITNESS WHEREOF I have hereunto set my hand this 28 day of April, 2010.

ROUND TABLE MANAGEMENT LTD.

PER: Kevin Bfosse

[Signature]
WITNESS

Darrell S. Cohen
Lawyer

Our File No. 9700-08

May 12, 2010

RSM Richter
Suite #430, 736 - 8th Ave. S.W.
Calgary, Alberta T2P 1H4

Attention: Robert J. Taylor, CA, CIRP, CFE

Dear Sir:

RE: Solar Star Holdings Inc., 373624 Alberta Ltd., 1245233 Alberta Inc., and 1193770 Alberta Ltd. Loan to Urban Elements Centre GP Ltd., Summer's Place GP Ltd., Birch Bay Developments GP Ltd., and Poplar Grove Developments GP Ltd. initially secured against Saskatchewan Lands (comprised of 1500 Quebec Ave, Saskatoon, Saskatchewan and 2 Summers Pl, Saskatoon, Saskatchewan); and BC Lands (comprised of Lot A, District Lots 1017 and 5002, Range 5, Coast District Plan PRP45360; PID: 024-817 139 and District Lot 1621, Range 3, Coast District; PID: 014-198 711)

In connection with the payout of the loans secured against the captioned properties, we confirm that we act on behalf of Solar Star Holdings Inc., 373624 Alberta Ltd., 1245233 Alberta Inc., and 1193770 Alberta Ltd. As at May 11th, 2010 the balance owing on the loan is **\$736,367.32**, with a per diem of **\$360.94** thereafter, calculated as follows:

Principal Balance as at May 1, 2010	\$731,905.52
Accrued Interest to May 11, 2010	3,609.40
Legal Fees, disbursements and GST	<u>852.60</u>
TOTAL	\$736,367.32

This Statement is valid until May 31, 2010. We trust you will find the above to be in order. Should you have any questions or concerns regarding the foregoing, please contact the writer.

Yours truly,
D. COHEN LAW OFFICE



DARRELL S. COHEN
DSC/js

105, 2411 - 4 Street NW
Calgary, Alberta T2M 2Z8

Phone: 403.210.2821
Fax: 403.284.3988
E-mail: dcohen@dcohenlaw.com

CONB Finance Corp.
Proposed Interim Distribution
As at May 3, 2010
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Account Name	Investment type	Claim			Distribution Amount
		Principal	Interest	Total	
Deluma Engineering Ltd.	Cash Interest	100,000.00	5,912.32	105,912.32	75,590.93
Angela Baldinger	Cash Interest	30,000.00	1,500.80	31,500.80	22,482.51
Annett Dewess	Cash Interest	100,000.00	5,912.32	105,912.32	75,590.93
Annette Jean MacGregor	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Art Lange	Cash Interest	30,000.00	1,500.80	31,500.80	22,482.51
Ben Tabin	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Bev Grigo	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Bill and Virginia Crawford	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Calvin Grafton	Cash Interest	200,000.00	11,824.67	211,824.67	151,181.87
Chito Villamil	Cash Interest	155,000.00	9,164.10	164,164.10	117,165.94
Chun Wai Ko	Cash Interest	25,000.00	1,250.69	26,250.69	18,735.44
Colin Swainger	Cash Interest	20,000.00	1,000.55	21,000.55	14,988.35
Conrad Tchir	Cash Interest	40,000.00	2,001.09	42,001.09	29,976.69
Dianne Holowisky	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
D & M Enterprises	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Doreen E. Bradley and the Estate of Horace T. Bradley	Cash Interest	80,000.00	4,729.86	84,729.86	60,472.74
Douglas and Diana Hildenbrand	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Dwayne Leffers	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Forhad Ahmed	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Fran Parolin	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Gary Leong	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Geobe Enterprises Ltd.	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Graham and Gloria Collins	Cash Interest	25,000.00	1,250.69	26,250.69	18,735.44
Hendrik Knol	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Hong Czyz	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Howard Christensen	Cash Interest	20,000.00	1,000.55	21,000.55	14,988.35

CONB Finance Corp.
Proposed Interim Distribution
As at May 3, 2010
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Account Name	Investment type	Claim			Distribution Amount
		Principal	Interest	Total	
101110196 Sask Ltd.	Cash Interest	150,000.00	8,868.48	158,868.48	113,386.39
Purvis Properties Ltd.	Cash Interest	20,000.00	1,000.55	21,000.55	14,988.35
John Mulka	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
John Thorsten	Cash Interest	30,000.00	1,500.80	31,500.80	22,482.51
June Donaldson Family Trust	Cash Interest	78,500.00	4,641.20	83,141.20	59,338.90
Karim and Farah Kassam	Cash Interest	20,000.00	1,000.55	21,000.55	14,988.35
Kevin Degelman	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Kevin Milner	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Kevin Scoular	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Larry Negrave	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Lyle Huston	Cash Interest	140,000.00	8,277.25	148,277.25	105,827.30
Mark Ballard	Cash Interest	25,000.00	1,250.69	26,250.69	18,735.44
Mary and Jonathan E. Kidmesen	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Melchisedec Abraham Daniel II	Cash Interest	18,000.00	900.48	18,900.48	13,489.51
Michael Filan	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Mike Burch	Cash Interest	62,000.00	3,665.66	65,665.66	46,866.39
Nabeela Nathoo	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Nancy Lee Garberg	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Natarajan & Karpagam Ramachandran/Natarajan	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Peter De Boer	Cash Interest	100,000.00	5,912.32	105,912.32	75,590.93
Richard and Karen Dembo	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Ron Johnson	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Safia Nathoo	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Sebastian and Viola Aninger	Cash Interest	25,000.00	1,250.69	26,250.69	18,735.44
Shahid Khan	Cash Interest	120,000.00	7,094.79	127,094.79	90,709.12
Scout Ventures Inc.	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58

CONB Finance Corp.
Proposed Interim Distribution
 As at May 3, 2010
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Account Name	Investment type	Claim			Distribution Amount
		Principal	Interest	Total	
Shawna Balanko	Cash Interest	20,600.00	1,030.56	21,630.56	15,438.00
Stylianios(Steve) and Heather Christakis	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Subhash Lad	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Sylvia Wong	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Tammy Budlong-Rietveld and Mark Rietveld	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Ulrich Seggewiss	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Uta Fabi	Cash Interest	60,000.00	3,547.42	63,547.42	45,354.58
Vaughn Riley	Cash Interest	15,000.00	750.43	15,750.43	11,241.28
Zahir Lakha	Cash Interest	10,000.00	500.26	10,500.26	7,494.16
Agnes Hwang	Compounding	60,000.00	14,302.50	74,302.50	53,030.61
Anne and Laurence Vander Hoek	Compounding	17,000.00	3,386.64	20,386.64	14,550.20
Annette Flath	Compounding	10,000.00	2,295.43	12,295.43	8,775.40
Bernd Engler	Compounding	100,000.00	21,472.58	121,472.58	86,696.48
Bridget Moulton	Compounding	10,000.00	1,992.14	11,992.14	8,558.94
Cindy Matzelle	Compounding	10,000.00	1,946.88	11,946.88	8,526.64
Clement Deschenes	Compounding	10,000.00	1,992.14	11,992.14	8,558.94
Darcy and Michelle Wishlow	Compounding	10,000.00	1,992.14	11,992.14	8,558.94
David Lim	Compounding	10,000.00	2,141.86	12,141.86	8,665.79
Don Findlay	Compounding	41,000.00	10,500.59	51,500.59	36,756.61
Douglas Milliken	Compounding	10,000.00	2,187.13	12,187.13	8,698.10
Elaine Rosalyn Schaber	Compounding	10,000.00	2,089.62	12,089.62	8,628.51
Elmer and Shirley Nyrose	Compounding	10,000.00	2,642.44	12,642.44	9,023.07
Omicron Enterprises Inc.	Compounding	30,000.00	6,721.34	36,721.34	26,208.47
Frank and Lauretta Northcott	Compounding	10,000.00	2,417.61	12,417.61	8,862.60
Gary and Anne Friesen	Compounding	10,000.00	2,295.43	12,295.43	8,775.40
Glynn Linnard Professional Corp.	Compounding	33,100.00	7,624.63	40,724.63	29,065.67

CONB Finance Corp.
Proposed Interim Distribution
 As at May 3, 2010
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Account Name	Investment type	Claim			Distribution Amount
		Principal	Interest	Total	
Glynn Linnard Professional Corp.	Compounding	26,900.00	5,776.12	32,676.12	23,321.35
Jackie and Michelle Miller	Compounding	60,000.00	14,682.58	74,682.58	53,301.88
Jerry and Orlene Wishlow	Compounding	60,000.00	14,302.50	74,302.50	53,030.61
John Evans and Sandra Mykytiuk Evans	Compounding	28,000.00	5,987.44	33,987.44	24,257.25
Jolaine(Joey) Boettcher	Compounding	25,000.00	5,913.91	30,913.91	22,063.64
Joselito (Joe) Cortes	Compounding	10,000.00	2,417.61	12,417.61	8,862.60
Julie Berdin	Compounding	20,000.00	3,900.71	23,900.71	17,058.23
Kenny Ho	Compounding	10,000.00	2,295.43	12,295.43	8,775.40
Lorne and Grace Flewell	Compounding	10,000.00	2,366.29	12,366.29	8,825.97
Lucille Gans	Compounding	10,000.00	2,114.00	12,114.00	8,645.91
M. Elaine and Robert G. Crawford	Compounding	60,000.00	14,327.84	74,327.84	53,048.69
Margaret and Dennis Whitson	Compounding	60,000.00	17,058.38	77,058.38	54,997.51
Margaret C. Chen Prof. Corp.	Compounding	10,000.00	2,339.41	12,339.41	8,806.79
Margaret McGill	Compounding	90,000.00	23,582.20	113,582.20	81,065.01
Maria and Garth Pahl	Compounding	60,000.00	16,841.92	76,841.92	54,843.02
Marlene Debow	Compounding	60,000.00	12,528.81	72,528.81	51,764.70
Otto and Ursula Gross	Compounding	60,000.00	14,327.84	74,327.84	53,048.69
Pamela Morasch	Compounding	10,000.00	2,288.09	12,288.09	8,770.16
Perla and Earl Werk	Compounding	60,000.00	13,821.07	73,821.07	52,687.01
Pierre Tarraran	Compounding	10,000.00	2,391.95	12,391.95	8,844.29
Randall Shemko and Marianne Ondrus	Compounding	10,000.00	1,992.14	11,992.14	8,558.94
Randy VanKooten	Compounding	20,000.00	3,879.82	23,879.82	17,043.32
Robert(Rob) Moore	Compounding	10,000.00	2,023.48	12,023.48	8,581.31
Ronald and Lydia Tassej	Compounding	60,000.00	14,099.80	74,099.80	52,885.94
Roy Leitch	Compounding	20,000.00	5,668.40	25,668.40	18,319.85
Samuel Lim	Compounding	10,000.00	2,141.86	12,141.86	8,665.79

CONB Finance Corp.
Proposed Interim Distribution
 As at May 3, 2010
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Account Name	Investment type	Claim			Distribution Amount
		Principal	Interest	Total	
Sandy Drinnan	Compounding	10,000.00	1,971.25	11,971.25	8,544.03
Scott Aitken	Compounding	12,000.00	2,390.56	14,390.56	10,270.72
Sharon Harms	Compounding	10,000.00	1,992.14	11,992.14	8,558.94
Shirley Smith	Compounding	10,000.00	2,244.11	12,244.11	8,738.77
Steve Trelford	Compounding	10,000.00	1,845.90	11,845.90	8,454.56
Steven Bonder	Compounding	60,000.00	14,023.78	74,023.78	52,831.68
Sylvia and Lawrence Mills	Compounding	10,000.00	2,417.61	12,417.61	8,862.60
1024649 Alberta Ltd.	Compounding	90,000.00	21,453.76	111,453.76	79,545.92
Vajira and Geoffrey Belleth	Compounding	10,000.00	2,047.84	12,047.84	8,598.69
Van Duc and Trang Pham	Compounding	60,000.00	15,721.48	75,721.48	54,043.35
Warren Dmyterko	Compounding	10,000.00	1,555.08	11,555.08	8,247.00
William (Ted) Peters	Compounding	10,000.00	2,366.29	12,366.29	8,825.97
Yasmin (Inni) Rashid	Compounding	10,000.00	2,141.86	12,141.86	8,665.79
Yasmin and Dan Esmail/Picken	Compounding	10,000.00	2,187.13	12,187.13	8,698.10
Zaheed Bardai	Compounding	60,000.00	15,366.73	75,366.73	53,790.16
Zhong Yu	Compounding	10,000.00	1,992.14	11,992.14	8,558.94
Zuleikha Kurji	Compounding	10,000.00	1,734.48	11,734.48	8,375.04
Olympia Trust - In Trust for Alan Smith	RSP	12,000.00	2,390.56	14,390.56	10,270.72
Olympia Trust - In Trust for Allan Potyondi	RSP	10,000.00	2,291.76	12,291.76	8,772.78
Olympia Trust - In Trust for Aneal Khan	RSP	30,000.00	5,892.86	35,892.86	25,617.18
Olympia Trust - In Trust for Angela Smith	RSP	10,000.00	1,992.14	11,992.14	8,558.94
Olympia Trust - In Trust for Anne Montpetit	RSP	33,400.00	6,816.55	40,216.55	28,703.05
Olympia Trust - In Trust for Anne Montpetit	RSP	4,700.00	959.23	5,659.23	4,039.06
Olympia Trust - In Trust for Asha Arora	RSP	12,000.00	2,357.14	14,357.14	10,246.87
Olympia Trust - In Trust for Atif Boni	RSP	10,000.00	1,995.62	11,995.62	8,561.42
Olympia Trust - In Trust for Aurea Penner	RSP	103,700.00	23,493.29	127,193.29	90,779.42

CONB Finance Corp.
Proposed Interim Distribution
As at May 3, 2010
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Account Name	Investment type	Claim			Distribution Amount	
		Principal	Interest	Total		
Olympia Trust - In Trust for	Bob Schmidt	RSP	14,500.00	2,853.26	17,353.26	12,385.24
Olympia Trust - In Trust for	Brenda Fehr	RSP	10,000.00	1,992.14	11,992.14	8,558.94
Olympia Trust - In Trust for	Brian Burnstad	RSP	20,000.00	3,928.57	23,928.57	17,078.11
Olympia Trust - In Trust for	Brian Cassidy	RSP	20,000.00	3,935.53	23,935.53	17,083.08
Olympia Trust - In Trust for	Carol Anne Shortall	RSP	30,000.00	5,715.28	35,715.28	25,490.43
Olympia Trust - In Trust for	Colette Carlin	RSP	38,000.00	7,570.13	45,570.13	32,523.96
Olympia Trust - In Trust for	Colleen Crummy	RSP	13,000.00	2,716.52	15,716.52	11,217.07
Olympia Trust - In Trust for	Corinne Knodel	RSP	10,000.00	1,992.14	11,992.14	8,558.94
Olympia Trust - In Trust for	Darin Richards	RSP	60,000.00	14,099.80	74,099.80	52,885.94
Olympia Trust - In Trust for	Dave Poole	RSP	10,000.00	1,992.14	11,992.14	8,558.94
Olympia Trust - In Trust for	Diana Hildenbrand	RSP	30,000.00	7,151.26	37,151.26	26,515.31
Olympia Trust - In Trust for	Diana Hildenbrand	RSP	30,000.00	7,151.26	37,151.26	26,515.31
Olympia Trust - In Trust for	Diane Beauvais Bishop	RSP	20,000.00	4,495.55	24,495.55	17,482.78
Olympia Trust - In Trust for	Don Findlay	RSP	19,000.00	4,866.13	23,866.13	17,033.55
Olympia Trust - In Trust for	Don Hewitt	RSP	20,000.00	3,441.13	23,441.13	16,730.22
Olympia Trust - In Trust for	Douglas Hildenbrand	RSP	6,400.00	1,274.97	7,674.97	5,477.72
Olympia Trust - In Trust for	Douglas Hildenbrand	RSP	4,600.00	916.38	5,516.38	3,937.11
Olympia Trust - In Trust for	Edwin Ashton	RSP	20,000.00	3,851.97	23,851.97	17,023.44
Olympia Trust - In Trust for	Elizabeth Christ	RSP	10,000.00	2,288.09	12,288.09	8,770.16
Olympia Trust - In Trust for	Elizabeth Waters	RSP	39,300.00	6,111.47	45,411.47	32,410.73
Olympia Trust - In Trust for	Elwood Wallwork	RSP	10,600.00	2,240.84	12,840.84	9,164.67
Olympia Trust - In Trust for	Ernie Georgy	RSP	10,000.00	1,950.36	11,950.36	8,529.12
Olympia Trust - In Trust for	Francis Liu	RSP	10,000.00	1,967.77	11,967.77	8,541.54
Olympia Trust - In Trust for	Gagandeep Gill	RSP	10,000.00	2,187.13	12,187.13	8,698.10
Olympia Trust - In Trust for	Garry Fenton	RSP	17,800.00	3,465.43	21,265.43	15,177.40
Olympia Trust - In Trust for	Gerald (Jerry) Leibel	RSP	19,000.00	3,732.13	22,732.13	16,224.20

CONB Finance Corp.
Proposed Interim Distribution
 As at May 3, 2010
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Account Name		Investment type	Claim			Distribution Amount
			Principal	Interest	Total	
Olympia Trust - In Trust for	Glenn Howard	RSP	61,300.00	14,457.07	75,757.07	54,068.75
Olympia Trust - In Trust for	Guy Rousseau	RSP	15,700.00	3,893.52	19,593.52	13,984.14
Olympia Trust - In Trust for	Heather Ross	RSP	10,000.00	1,967.77	11,967.77	8,541.54
Olympia Trust - In Trust for	Hendrik Theodorus Timmer	RSP	10,000.00	2,040.89	12,040.89	8,593.73
Olympia Trust - In Trust for	Hilkka Kammers	RSP	10,000.00	1,845.90	11,845.90	8,454.56
Olympia Trust - In Trust for	Jack Bell	RSP	32,200.00	6,280.15	38,480.15	27,463.76
Olympia Trust - In Trust for	Jane Schmidt	RSP	14,000.00	2,789.00	16,789.00	11,982.52
Olympia Trust - In Trust for	Jean Paul Duvoid	RSP	13,000.00	2,653.14	15,653.14	11,171.84
Olympia Trust - In Trust for	Jeff Spivak	RSP	20,000.00	3,594.33	23,594.33	16,839.56
Olympia Trust - In Trust for	Jeffrey Levicki	RSP	20,000.00	4,577.43	24,577.43	17,541.21
Olympia Trust - In Trust for	Jehangir and Shakila Khan	RSP	25,000.00	4,980.35	29,980.35	21,397.34
Olympia Trust - In Trust for	Jim Montpetit	RSP	19,000.00	3,877.68	22,877.68	16,328.08
Olympia Trust - In Trust for	Jo-Anne Ring	RSP	10,000.00	1,699.67	11,699.67	8,350.20
Olympia Trust - In Trust for	John Schewalje	RSP	10,000.00	1,703.16	11,703.16	8,352.69
Olympia Trust - In Trust for	Judy Scheuerman	RSP	15,000.00	3,443.76	18,443.76	13,163.54
Olympia Trust - In Trust for	Julia Tomas	RSP	12,400.00	2,470.25	14,870.25	10,613.08
Olympia Trust - In Trust for	Julie Gardner	RSP	10,000.00	1,925.99	11,925.99	8,511.73
Olympia Trust - In Trust for	Karen Hawke	RSP	10,000.00	2,291.76	12,291.76	8,772.78
Olympia Trust - In Trust for	Katharine Potyondi	RSP	25,000.00	4,249.19	29,249.19	20,875.51
Olympia Trust - In Trust for	Katharine Potyondi	RSP	10,000.00	2,295.43	12,295.43	8,775.40
Olympia Trust - In Trust for	Kelvin Jones	RSP	10,000.00	2,138.37	12,138.37	8,663.30
Olympia Trust - In Trust for	Kenneth Arndt	RSP	10,000.00	2,218.44	12,218.44	8,720.45
Olympia Trust - In Trust for	Klaas De Boer	RSP	60,000.00	13,947.76	73,947.76	52,777.43
Olympia Trust - In Trust for	Larry Schuck	RSP	10,000.00	2,288.09	12,288.09	8,770.16
Olympia Trust - In Trust for	Laurel Dhalla	RSP	20,000.00	3,984.27	23,984.27	17,117.87
Olympia Trust - In Trust for	Lawrence Seiferman	RSP	60,000.00	12,554.15	72,554.15	51,782.79

CONB Finance Corp.
Proposed Interim Distribution
 As at May 3, 2010
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Account Name	Investment type	Claim			Distribution Amount
		Principal	Interest	Total	
Olympia Trust - In Trust for Leonid Bogdanov	RSP	11,800.00	2,651.99	14,451.99	10,314.56
Olympia Trust - In Trust for Lisa Hardy	RSP	10,000.00	2,093.11	12,093.11	8,631.00
Olympia Trust - In Trust for Lorna Faye Gowing	RSP	24,000.00	5,081.96	29,081.96	20,756.15
Olympia Trust - In Trust for Lorraine Ellert	RSP	13,000.00	2,974.40	15,974.40	11,401.13
Olympia Trust - In Trust for Lyle Buchholz	RSP	12,500.00	2,407.49	14,907.49	10,639.66
Olympia Trust - In Trust for Mary Morrison	RSP	10,000.00	1,995.62	11,995.62	8,561.42
Olympia Trust - In Trust for Maureen Hewitt	RSP	18,100.00	2,937.76	21,037.76	15,014.91
Olympia Trust - In Trust for Mazell Kolvyn	RSP	10,000.00	1,992.14	11,992.14	8,558.94
Olympia Trust - In Trust for Murray Sander	RSP	60,000.00	15,366.73	75,366.73	53,790.16
Olympia Trust - In Trust for Ora Ofer-Major	RSP	15,000.00	3,071.77	18,071.77	12,898.04
Olympia Trust - In Trust for Patricia Braun	RSP	15,000.00	3,207.56	18,207.56	12,994.96
Olympia Trust - In Trust for Paul Aoki	RSP	10,000.00	1,992.14	11,992.14	8,558.94
Olympia Trust - In Trust for Paul Carbone	RSP	37,500.00	7,940.56	45,440.56	32,431.49
Olympia Trust - In Trust for Peter Czepuryk	RSP	10,000.00	2,120.96	12,120.96	8,650.88
Olympia Trust - In Trust for Phyllis and Garry Gould	RSP	11,000.00	2,199.02	13,199.02	9,420.30
Olympia Trust - In Trust for Raymond Cramp	RSP	15,100.00	2,934.53	18,034.53	12,871.47
Olympia Trust - In Trust for Rita Howorko	RSP	10,500.00	1,938.19	12,438.19	8,877.29
Olympia Trust - In Trust for Rob Gagne	RSP	15,000.00	3,061.32	18,061.32	12,890.59
Olympia Trust - In Trust for Robert Helston	RSP	10,000.00	1,992.14	11,992.14	8,558.94
Olympia Trust - In Trust for Robert Reiger	RSP	15,000.00	3,360.68	18,360.68	13,104.24
Olympia Trust - In Trust for Ron Haddad	RSP	10,000.00	1,964.28	11,964.28	8,539.05
Olympia Trust - In Trust for Sandra Gillis	RSP	10,000.00	1,992.14	11,992.14	8,558.94
Olympia Trust - In Trust for Sharon Bonnie Angus	RSP	13,000.00	2,503.78	15,503.78	11,065.24
Olympia Trust - In Trust for Sharon Spencer	RSP	62,500.00	14,555.31	77,055.31	54,995.32
Olympia Trust - In Trust for Shawn Lelek	RSP	70,000.00	16,686.26	86,686.26	61,869.05
Olympia Trust - In Trust for Siegmar Seida	RSP	13,500.00	3,163.53	16,663.53	11,892.97

CONB Finance Corp.
Proposed Interim Distribution
As at May 3, 2010
(\$)

Account Name	Investment type	Claim			Distribution Amount
		Principal	Interest	Total	
Olympia Trust - In Trust for Tanya Potyondi	RSP	15,000.00	3,317.24	18,317.24	13,073.24
Olympia Trust - In Trust for Treena Rousseau	RSP	14,800.00	3,462.92	18,262.92	13,034.47
Olympia Trust - In Trust for Treena Rousseau	RSP	11,100.00	2,596.89	13,696.89	9,775.64
Olympia Trust - In Trust for Vena Gordon	RSP	10,000.00	2,089.62	12,089.62	8,628.51
Olympia Trust - In Trust for Vonnie Mathie	RSP	41,000.00	7,967.91	48,967.91	34,949.00
Olympia Trust - In Trust for Wenyan(Yvonne) Zhao	RSP	10,000.00	1,894.65	11,894.65	8,489.36
Olympia Trust - In Trust for Xin Jing(Shirley) Xuan	RSP	13,000.00	2,725.57	15,725.57	11,223.53
Olympia Trust - In Trust for Xin(Cindy) Wang	RSP	10,000.00	2,317.43	12,317.43	8,791.10
Olympia Trust - In Trust for Yongxiang(John) Zhang	RSP	12,500.00	2,551.10	15,051.10	10,742.16
Olympia Trust - In Trust for Dean Stringer	RSP - Cash	60,000.00	3,547.42	63,547.42	45,354.58
Olympia Trust - In Trust for Don Burns	RSP - Cash	10,000.00	500.26	10,500.26	7,494.16
Olympia Trust - In Trust for Greg Meimaroglou	RSP - Cash	15,000.00	750.43	15,750.43	11,241.28
Olympia Trust - In Trust for Helga Berger	RSP - Cash	71,000.00	4,197.76	75,197.76	53,669.57
Olympia Trust - In Trust for June Donaldson	RSP - Cash	19,500.00	975.54	20,475.54	14,613.64
		<u>6,688,100.00</u>	<u>973,445.03</u>	<u>7,661,545.03</u>	<u>5,468,139.00</u>
Other					
	Condo Condo Consulting Services			167,866.98	119,808.73
	Fraser Milner Casgrain LLP			6,070.16	4,332.35
	KMC			<u>10,816.58</u>	<u>7,719.93</u>
				<u><u>7,846,298.75</u></u>	<u><u>5,600,000.00</u></u>

Darrell S. Cohen
Lawyer

Our File No. 9029-07

April 19, 2010

RSM Richter
Suite #430, 736 - 8th Ave. S.W.
Calgary, Alberta T2P 1H4

Attention: Robert J. Taylor, CA, CIRP, CFE

Dear Sir:

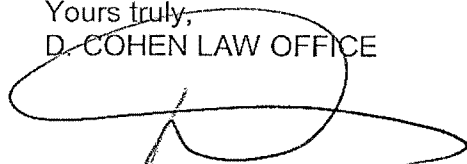
RE: 851272 ALBERTA INC., 1105550 ALBERTA INC., and SOLAR STAR HOLDINGS INC. - Loan to WESTSTONE DEVELOPMENT CORP. secured against the Yorkton Project
320 Gladstone Avenue, Yorkton, Saskatchewan and 336 Gladstone Avenue, Yorkton, Saskatchewan
Surface Parcel # 142831919, Reference Land Description: Lot 1, Blk/Par 12, Plan No 82Y04242, Ext. 0, as described on Certificate of Title 99Y07043; and Surface Parcel # 142831863, Reference Land Description: Lot 2, Blk/Par 12, Plan No 82Y04242, Ext. 0, as described on Certificate of Title 99Y06991

In connection with the payout of the loans secured against the captioned properties, we confirm that we act on behalf of 851272 Alberta Inc., 1105550 Alberta Inc., and Solar Star Holdings Inc. As at April 19th, 2010 the balance owing on the loan is **\$1,564,690.28**, with a per diem of **\$552.66** thereafter, calculated as follows:

Principal Balance as at March 28, 2010	\$1,551,700.16
Accrued Interest to April 19, 2010 (22 days)	12,158.52
Legal Fees, disbursements and GST	<u>831.60</u>
TOTAL	\$1,564,690.28

This Statement is valid until April 28, 2010. We trust you will find the above to be in order. Should you have any questions or concerns regarding the foregoing, please contact the writer.

Yours truly,
D. COHEN LAW OFFICE



DARRELL S. COHEN
DSC/js

105, 2411 - 4 Street NW
Calgary, Alberta T2M 2Z8

Phone: 403.210.2821
Fax: 403.284.3988
E-mail: dcohen@dcohenlaw.com