Action No.

Action

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

(Individually the "Applicant" and collectively, the "Applicants")

BEFORE THE HONOURABLE

At Calgary Courts Centre, in the City of

MADAM JUSTICE K. M. HORNER

Calgary, in the Province of Alberta, on

Wednesday, the 27th day of January, 2010.

CLAIMS PROCESS ORDER

UPON the application of RSM Richter Inc., as Receiver and Manager of the Applicants, (the "Receiver") for an Order approving a claims process (the "Claims Process") as outlined in Schedule "A" hereto and Bar Dates for Creditors of the respective Applicants; AND UPON all capitalized terms not otherwise defined in this Order having the meaning assigned to them in the Claims Process; AND UPON having read (i) the Notice of Motion, filed and (ii) the

Receiver's Second Report dated January •, 2010; AND UPON hearing counsel for the Receiver and certain interested parties; AND UPON being satisfied that the circumstances exist that make this Order appropriate; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Notice of Motion and the materials in support thereof is hereby abridged, if necessary, and this application is properly returnable today and further service of the Notice of Motion, other than to those listed on the Service List attached to the Notice of Motion, is hereby dispensed with.

APPROVAL OF THE CLAIMS PROCESS

- 2. The Claims Process set forth in the attached Schedule "A" for determining claims of Creditors is hereby approved, and the Receiver is authorized and directed to implement the Claims Process.
- 3. The following forms, with any necessary non-substantive amendments, are hereby approved: Notice to Creditors (Schedule "B"), Proof of Claim (Schedule "C"), Notice of Revision or Disallowance (Schedule "D") and Notice of Dispute (Schedule "E").

APPLICATION OF ORDER

- 4. The Claims Process shall apply only to those Applicants where:
 - (a) the Receiver holds sufficient funds to warrant a distribution to creditors in relation to that Applicant and, in such case, all dates and deadlines contained in the Claims Process shall only commence to run after the Receiver has issued the Notice to Creditors in relation to that Applicant; or
 - (b) the Court directs the Claims Process apply to any Applicant.

CLAIMS BAR

- 5. Any Creditor who fails to file a Proof of Claim in respect of a Pre-Order Claim in accordance with this Order and the Claims Process, on or before the Claims Bar Date, shall:
 - (a) be forever barred, estopped and enjoined from asserting or enforcing any Pre-Order Claim (or filing a Proof of Claim with respect to such Pre-Order Claim) against the relevant Applicant and such Pre-Order Claim shall be forever extinguished; and
 - (b) not be entitled to receive any further notice in these proceedings.
- 6. Any Creditor who fails to file a Proof of Claim in respect of a Subsequent Claim in accordance with this Order and the Claims Process, on or before the Subsequent Claims Bar Date, shall:
 - (a) be forever barred, estopped and enjoined from asserting or enforcing any Subsequent Claim (or filing a Proof of Claim with respect to such Subsequent Claim) against the relevant Applicant and such Subsequent Claim shall be forever extinguished; and
 - (b) not be entitled to receive any further notice in these proceedings.

NOTICE BY MAIL

- 7. The Receiver shall mail to the Creditors of a particular Applicant the Claims Package in accordance with the Claims Process and the requirements of this Order.
- 8. The mailing of the Claims Package and the Notice by Advertisement shall constitute good and sufficient service, delivery and notice of (i) this Order, (ii) the Claims Bar Date and (iii) the Subsequent Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert Pre-Order Claims or Subsequent Claims, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

NOTICE BY ADVERTISEMENT

9. Within five (5) days of the mailing of the Notice to Creditors, the Receiver will advertise in both the Calgary Herald and Edmonton Journal or such other publication the Receiver, in its sole discretion, considers appropriate in order to maximize notice to the creditors that it is commencing a Claims Process in relation to an Applicant and asking a party with a claim against that Applicant to obtain a Notice to Creditors and other relevant materials from either the Receiver directly or the Receiver's website.

FILING OF PROOFS OF CLAIM

10. A Proof of Claim shall be deemed filed in a timely manner only if delivered by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so as to actually be received by the Receiver on or before the applicable Claims Bar Date.

NOTICE OF TRANSFEREES

- 11. If a Creditor or any subsequent holder of a Pre-Order Claim or Subsequent Claim who has been acknowledged by the Receiver in relation to the relevant Applicant, transfers or assigns that Pre-Order Claim or Subsequent Claim to another Person, the Receiver shall not be required to give notice to or to otherwise deal with the transferee or assignee of the Pre-Order Claim or Subsequent Claim as the holder of such Pre-Order Claim or Subsequent Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Pre-Order Claim or Subsequent Claim and shall be bound by notices given and steps taken in respect of such Pre-Order Claim or Subsequent Claim in accordance with the provisions of this Order.
- 12. If a Creditor or any subsequent holder of a Pre-Order Claim or Subsequent Claim who has been acknowledged by the Receiver, as the holder of the Pre-Order Claim or Subsequent Claim transfers the whole of each such Pre-Order Claim or Subsequent Claim to another Person or Persons such transfers or assignments shall not create separate Pre-Order Claims or Subsequent Claims and such Pre-Order Claims and Subsequent Claims

shall continue to be dealt with as a single Pre-Order Claim or Subsequent Claim notwithstanding such transfers or assignments. The Receiver shall not, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Pre-Order Claim or Subsequent Claim only as a whole and then only to and with the person last holding such Pre-Order Claim or Subsequent Claim provided such Creditor may, by notice in writing delivered to the Receiver, direct that subsequent dealings in respect of such Pre-Order Claim or Subsequent Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Pre-Order Claim or Subsequent Claim with such Creditor in accordance with the provisions of this Order.

NOTICES AND COMMUNICATION

- 13. Except as otherwise provided herein, the Receiver may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or e-mail to such Creditors or Persons at the address last shown on the books and records of the relevant Applicant, and that any such service or notice by courier, personal delivery, facsimile or e-mail shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by ordinary mail on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.
- 14. Any notice or other communication to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission addressed to:

RSM Richter Inc., Receiver of the Applicants Attn: Robert Taylor Suite 3810, Bow Valley Square 2 205 – 5th Avenue SW Calgary, AB T2P 2V7

E-mail: SCIClaims@rsmrichter.com

- 15. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.
- 16. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by personal delivery or courier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

AID AND ASSISTANCE OF OTHER COURTS

17. This Court hereby requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

GENERAL

- 18. The Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Dispute are completed and executed, and may, if they are satisfied that a Pre-Order Claim or Subsequent Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the completion and execution of Proofs of Claim and Notices of Dispute.
- 19. References in this Order to the singular shall include the plural, references to the plural shall include the singular and references to any gender shall include the other gender.

20. Notwithstanding the terms of this Order, the Receiver may apply to this Court from time to time for such further order or orders as they consider necessary or desirable to amend, supplement or replace the Claims Process or this Order and to establish a process for the determination of the Excluded Claims.

"K.M.	Horner	u
J.C.Q.B.A.		

ENTERED THIS 27th day of JANUARY, 2010.



SCHEDULE "A"

CLAIMS PROCESS

DEFINITIONS

- 1. For purposes of this Claims Process the following terms shall have the following meanings:
 - (a) "Advertisement" means the notice required pursuant to paragraph 9 of the Claims Process Order;
 - "Applicant" means any one of SIGNATURE CAPITAL INC., CONB (b) DEVELOPMENT CORP., CONB FINANCE CORP., CONB CAPITAL CORP., URBAN ELEMENTS CENTRE GP LTD., URBAN ELEMENTS CENTRE LIMITED PARTNERSHIP, SIGNATURE UEC CAPITAL INC., WESTSTONE DEVELOPMENT CORP., WESTSTONE FINANCE CORP., SLRV FINANCE CORP., ALLAN BEACH DEVELOPMENTS GP LTD., ALLAN BEACH LIMITED PARTNERSHIP, BEACHES WEST CAPITAL CORP., POPLAR GROVE DEVELOPMENTS GP LTD., POPLAR GROVE LIMITED PARTNERSHIP, BIRCH BAY DEVELOPMENTS GP LTD., BIRCH BAY DEVELOPMENTS LIMITED PARTNERSHIP, FRANCOIS CAPITAL CORP., A VIRGINIA WILSON HOLDINGS, FIR CREST RESORT DEVELOPMENT LP, FIR CREST RESORT DEVELOPMENT GP LTD., FIR CREST FINANCE CORP., FIR CREST CAPITAL CORP., SCI FINANCE CORP., SIGNATURE US SUNBELT CAPITAL CORP., SIGNATURE US SUNBELT INVESTMENT CORP., SCI BRIDGE II FINANCE CORP., SUMMERS PLACE GP LTD., SUMMERS PLACE LIMITED PARTNERSHIP, METRO WEST I GP LTD., METRO WEST II GP LTD., CAPITAL SIGNATURE LETHBRIDGE **FAIRVIEW** 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. "Applicants" shall mean every Applicant collectively;

- (c) "Bar Dates" means the Claims Bar Date and Subsequent Claims Bar Date;
- (d) "BIA" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B.-3, as amended;
- (e) "Business Day" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Edmonton, Alberta;
- (f) "Claim" means (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA had the Applicants become bankrupt, and (ii) any Tax Claim; For greater certainty, a Creditor entitled to claim for interest under its applicable agreement with the Applicants may claim for interest that has

accrued on its Claim as of the Filing Date, but no claim for interest shall be made for interest accruing after that date;

- (g) "Claims Bar Date" means 5:00 p.m. (Mountain Time) on the first business day which falls 30 days after the Claims Process Commencement Date, or such other date as may be ordered by the Court;
- (h) "Claims Package" means the document package which shall include a copy of the Notice to Creditors, a Proof of Claim and such other materials as the Receiver considers necessary or appropriate;
- (i) "Claims Process" means the procedures outlined herein in connection with the assertion of Pre-Order Claims or Subsequent Claims against one or more of the Applicants;
- (j) "Claims Process Commencement Date" means the later of the Publication Date, or the mailing of the Claims Package;
- (k) "Claims Process Order" means the Order granted by Madam Justice K. M. Horner of the Alberta Court of Queen's Bench on January •, 2010 approving the Claims Process;
- (1) "Court" means the Alberta Court of Queen's Bench;
- (m) "Creditor" means any Person asserting a Pre-Order Claim or Subsequent Claim;
- (n) "Dispute Package" means, with respect to any Pre-Order Claim or Subsequent Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;
- (o) "Excluded Claim" means (i) any Claim of Creditors with respect to goods and/or services provided to one or more of the Applicants on or after the Filing Date; (ii) that portion of a Claim arising from a cause of action for which one or more of the Applicants is covered by insurance, if any, only to the extent of such

coverage; and (iii) any other Claims arising solely as a result of events occurring after the Filing Date (other than Subsequent Claims);

- (p) "Filing Date" means November 13, 2009;
- (q) "Known Creditors" means Creditors which the books and records of the Applicants disclose or Creditors who respond to the Publication Notice who were owed money by the Applicants as of the Filing Date which obligation remains unpaid in whole or in part;
- (r) "Notice of Dispute" means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "E";
- (s) "Notice of Repudiation or Disclaimer" means a written notice in any form issued on or after the Filing Date by one or more of the Applicants advising a Person of the disclaimer or repudiation of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written. For the purposes of the Claims Process Order only, an agreement on or after the Filing Date restructuring or amending a contract, lease, employment agreement, or other arrangement or agreement of any nature whatsoever, which by its terms expressly provides for a reservation of a Subsequent Claim in these proceedings, shall be deemed to be a Notice of Repudiation or Disclaimer;
- (t) "Notice of Revision or Disallowance" means the notice that may be delivered to a Creditor revising or rejecting such Creditor's Pre-Order Claim or Subsequent Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "D";
- (u) "Notice to Creditors" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as Schedule "B";

- (v) "Person" shall be broadly interpreted and includes an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual;
- (w) "Pre-Order Claim" means any Claim other than an Excluded Claim and a Subsequent Claim;
- (x) "Proof of Claim" means the form to be completed and filed by a Creditor setting forth its Pre-Order Claim or Subsequent Claim, which Proof of Claim shall be substantially in the form attached to the Claims Process Order as Schedule "C";
- (y) "Proven Claim" means the amount, status and/or validity of the Claim of a Creditor as finally determined in accordance with this Claims Process (a Proven Claim will be "finally determined" in accordance with this Claims Process when (i) it has been accepted by the Receiver, (ii) the applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance issued by the Receiver has expired and no Notice of Dispute has been filed in accordance with the Claims Process Order, or (iii) any court of competent jurisdiction has made a determination with respect to the amount, status and/or validity of the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any (and all) such appeal(s) or motion(s) shall have been dismissed, determined or withdrawn;
- (z) "Publication Date" means the later of the date that the Receiver has published the Advertisement;

- (aa) "Receiver" means RSM Richter Inc.;
- (bb) "Subsequent Claim" means any Claim arising after the Filing Date as a result of the disclaimer or repudiation by an Applicant after the Filing Date of any contract, lease, employment agreement, or other arrangement or agreement of any nature whatsoever, whether oral or written, and any amending agreement related thereto:
- (cc) "Subsequent Claims Bar Date" means the later of: (i) the Claims Bar Date; and(ii) 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of theNotice of Repudiation or Disclaimer;
- (dd) "Tax" or "Taxes" means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges and additions with respect to such amount;
- (ee) "Taxing Authorities" means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and "Taxing Authority" means any one of the Taxing Authorities;
- (ff) "Tax Claim" means any Claim against either of the Applicants for any Taxes in respect of any taxation year or period ending on or prior to the applicable Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation,

any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto; and

(gg) "Website" shall mean the Receiver's website located at www.rsmrichter.com.

NOTICE OF CLAIMS PROCESS

- 21. The Receiver shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, fax, courier or email if (i) the Receiver determines there are sufficient funds of the Applicant to effect a distribution to the Creditors of an Applicant, or (ii) alternatively, upon approval of the Court.
- 22. The Receiver shall cause the Claims Package to be posted on the Website.
- 23. The Receiver shall cause the Claims Package to be sent to each Creditor with a Subsequent Claim by regular prepaid mail, fax, courier or email within 5 days of the date of the Notice of Repudiation or Disclaimer.
- 24. The Receiver shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

FILING OF PROOFS OF CLAIM

- 25. Every Creditor asserting a Pre-Order Claim against one or more of the Applicants shall set out its aggregate Pre-Order Claim in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Receiver no later than the Claims Bar Date.
- 26. Every Creditor asserting a Subsequent Claim against one or more of the Applicants shall set out its aggregate Subsequent Claim in a Proof of Claim and deliver that Proof of Claim so that it is received by the Receiver no later than the Subsequent Claims Bar Date.

FORM OF PROOFS OF CLAIM

27. Any Pre-Order Claim or Subsequent Claim set out in a Proof of Claim shall be denominated in Canadian dollars, failing which such Pre-Order Claim or Subsequent

Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as at the Filing Date.

DETERMINATION OF CLAIMS AND SUBSEQUENT CLAIMS

Review of Proofs of Claim

- 28. The Receiver shall review each Proof of Claim received by the Claims Bar Date or Subsequent Claims Bar Date, as applicable, and subject to paragraph 29 shall accept, revise or disallow the Pre-Order Claim or Subsequent Claim.
- 29. The Receiver may attempt to consensually resolve the classification and amount of any Pre-Order Claim or Subsequent Claim with the Creditor prior to the Receiver on behalf of the relevant Applicant accepting, revising or disallowing such Pre-Order Claim or Subsequent Claim.
- 30. If the Receiver accepts the Pre-Order Claim or Subsequent Claim, then such Pre-Order Claim or Subsequent Claim shall be a Proven Claim.

Notices of Revision or Disallowance

31. The Receiver, on behalf of the relevant Applicant will provide to each Creditor filing a valid Pre-Order Claim and/or a Subsequent Claim, in the manner set out in the Notice to Creditors, a notice in writing within 30 days of the Claims Bar Date or in the case of a Subsequent Claim, within 30 days after the day the Subsequent Claim is received by the Receiver, indicating whether the Creditor's Pre-Order Claim and/or Subsequent Claim is disallowed or revised. Where the Pre-Order Claim and/or Subsequent Claim is disallowed or revised, the Receiver will concurrently issue a Notice of Revision or Disallowance indicating the reasons for the revision or disallowance.

Notice of Dispute

32. Any Creditor who disputes the classification or amount of its Pre-Order Claim or Subsequent Claim as set forth in a Notice of Revision or Disallowance shall deliver a

Notice of Dispute to the Receiver by 5:00 p.m. (Mountain Time) on the day which is fourteen (14) days after the date of the Notice of Revision or Disallowance.

33. Any Creditor who fails to deliver a Notice of Dispute by the deadline set forth in paragraph 34 shall be deemed to accept the amount of its Pre-Order Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance and such Pre-Order Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance shall constitute a Proven Claim.

Resolution of Claims and Subsequent Claims

- 34. Where a Notice of Dispute has been provided to the Receiver, the Creditor shall serve on the Receiver, in the case of both a Pre-Order Claim and a Subsequent Claim within 10 days of delivering a Notice of Dispute or a Notice of Motion returnable seven (7) days before the Alberta Court of Queen's Bench in these proceedings for the determination of the Pre-Order Claim and/or Subsequent Claim in dispute.
- 35. If the Receiver and the Creditor consensually resolve the classification and amount of the Pre-Order Claim or Subsequent Claim, the Receiver may accept a revised Pre-Order Claim or Subsequent Claim, and such Pre-Order Claim or Subsequent Claim will constitute a Proven Claim.

	J.C.Q.B.A.	
ENTERED this day of	•	
, 2010.		
		
Clerk of the Court		

SCHEDULE "B" LETTERHEAD OF RSM RICHTER INC.

Action No. 0901-17143

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

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

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

NOTICE TO CREDITORS OF [ENTITY SUBJECT TO DISTRIBUTION] ("©") SUBMITTED BY RSM RICHTER INC. IN ITS CAPACITY AS RECEIVER AND MANAGER

INTRODUCTION

This Notice is sent to you because the books and records of one of the Applicants indicate that you may have a claim against **©**.

BANKRUPTCY AND INSOLVENCY ACT PROCEEDINGS

Pursuant to an Order of the Court of Queen's Bench of Alberta (the "Court") dated November 13, 2009 (the "Receivership Order"), the Applicants were placed into Receivership.

The Receivership Order appointed RSM Richter Inc. as Receiver and Manager of the Applicants ("Receiver")

The Receivership Order remains in effect. In order to make a distribution to creditors of **a**, the Receiver is required to confirm the amount of each creditor's claim.

CLAIMS PROCESS ORDER

The Claims Process Order included a direction that proofs of claim of existing creditors who wish to participate in the distributions, if any, resulting from realization efforts of the Receiver, must be received by the Receiver within 30 days from the mailing of this notice ("Bar Date"). Where a Proof of Claim of a creditor is not received by the Receiver by the Bar Date, your claim, as a creditor, will be barred and you will not be entitled to receive any distribution of any monies. It is therefore very important that you deliver to the Receiver your Proof of Claim in the prescribed form as soon as possible, and in any event not later than •, 2010.

You will <u>not</u> receive any other notice of your right to file a claim against **o**.

You may file the claim by completing a Proof of Claim form and providing the additional documents and information and information requested in the Proof of Claim form and the Instructions for Completion of the Proof of Claim form ("Instructions"),

Each Applicant is a separate company or entity so please ensure you claim is only in reference to **one** in the Proof of Claim.

For your convenience, we are providing with this Notice, a copy of the Proof of Claim and the Instructions.

If there is any dispute respecting your claim, the dispute will be resolved in accordance with the procedure established by the Claims Process Order.

DOCUMENTS

We have attached to this Notice for your convenience the following relevant documents:

- (a) Claims Process Order of January 27, 2010;
- (b) Proof of Claim Form;
- (c) Instructions for completion of the Proof of Claim.

In addition, these and other relevant documents can be viewed by you or downloaded from the Receiver's website at www.rsmrichter.com (the "Website").

The other relevant documents posted on the Website include the Consent Receivership Order dated November 13, 2009.

CONTACT INFORMATION AND FILING OF PROOF OF CLAIM

If you have any questions respecting anything contained in this Notice, have any questions respecting the completion of the Proof of Claim Form, wish copies of any of the documents posted on the Website or have any other inquiries, you may contact the Receiver at the address and contact information indicated herein.

You may also file your Proof of Claim by delivering the completed Proof of Claim and other documents requested therein and requested in the Instructions for Completing of the Proof of Claim form by either:

- (a) personally delivering or causing to be delivered to the Receiver's address indicated herein not later than •, 2010; or
- (b) e-mail in pdf format to sciclaims@rsmrichter.com not later than •, 2010; or
- faxing to the Receiver at the fax number provided for herein ensuring that faxed delivery confirmation is not later than •, 2010; or
- (d) mailing to the Receiver at the address provided for herein ensuring receipt by the Receiver is not later than •, 2010.

Please ensure that when delivering, faxing or mailing documents to the Receiver you clearly mark your documents as being claims documents relating to the "Signature Group of Companies."

The address and contact information for the Receiver is:

RSM Richter Inc., Receiver of the
Attn: Robert Taylor
Suite 3810, Bow Valley Square 2
205 – 5th Avenue SW
Calgary, AB T2P 2V7

E-mail: SCIClaims@rsmrichter.com

SCHEDULE "C"

RSM. Richter

Tel: 403.233.8462 Fax: 403.233.8688

3810, 205 - 5 Avenue SW Calgary, AB T2P 2V7

RSM Richter Inc.

PROOF OF CLAIM

IN THE MATTER OF THE RECEIVERSHIP OF: CONB Finance Corp.

www.rsmrichter.com and the claim of: Creditor Name: Tele: Address: Fax: Email: Account No.: 1. I, of do hereby certify; 2. THAT I have knowledge of all the circumstances connected with this claim. 3. THAT the said debtor was at November 13, 2009 and still is, indebted to the creditor in the sum of as specified in the statement of account attached and marked Exhibit "A", after deducting any counterclaims to which the debtor is entitled. THAT this claim is (choose only one): A. An UNSECURED CLAIM and I do not claim a right to a priority. That in respect of this debt, I do not hold any assets of the debtor as security. B. A SECURED CLAIM. That in respect of this debt, I hold assets of the debtor valued at \$ as security. (attach copies of registered documents and financing statements). C. A CLAIM BY WAGE EARNER. That I hereby make a claim under subsection 81.4 of the Act. THAT the following are the payments that I have received from, and the credits I have allowed to, the debtor within the three months immediately before the date of the receivership (provide details of payments and credits): 6. DATED AT _____ ______, this ______day of ______, 2010. (Month) Print name of person signing Signature of Witness Signature

Position

INSTRUCTIONS TO CREDITORS RESPECTING PROOF OF CLAIM FORM

Note: A properly completed and supported Proof of Claim form must be submitted to the Receiver in order to have a voice in the affairs of the debtor and in order to be eligible for any potential dividend distributions.

Please follow these instructions:

Heading:

- a) The name of the debtor has been supplied.
- b) Provide the complete name and address, including postal code, telephone and fax numbers and an e-mail address where all notices or correspondence regarding your claim is to be forwarded.
- c) Provide an account number, if applicable.
- Clause 1: Print your name and the company name if applicable.
- Clause 2: No action needed.
- Clause 3: a) The effective date of the receivership has been supplied.
 - b) Provide the amount of your claim in Canadian funds. The amount claimed for debts owing should be calculated to the effective DATE OF THE RECEIVERSHIP ONLY.
 - c) i) A statement of Account must be attached in support of the amount claimed.
 - Ensure that the final balance on your Statement of Account agrees to the amount claimed on the Proof of Claim form.
 - iii) The Statement of Account must specify each voucher/invoice and/or other evidence in support of the claim, together with the date of each charge and the amount thereof. A schedule, which indicates only the BALANCE OF ACCOUNT, IS NOT SUFFICIENT. The Statement of Account must be clearly marked "Exhibit A" and be attached to the Proof of Claim form submitted. If "Exhibit A" is not attached, your Proof of Claim will be returned.
 - iv) The Statement of Account must also include the last three months transactions. These transactions must include payments and credits received from or allowed to the debtor as well as contra items (if any).
- Clause 4: Choose the appropriate section (A), (B) or (C) which properly applies to the status of your claim and check the appropriate line.
 - A. Applies if you are a creditor without any security or priority.
 - B. Applies if you are a creditor with a statutory or contractual claim against some specific asset of the debtor. Ensure you record the value of your security.
 - C. Applies if you are a wage earner. A copy of Section 81.4 of the Bankruptcy and Insolvency Act is enclosed for your convenience.
- Clause 5: Provide details of any payments received or credits given within the three months before the date of the receivership.
- Clause 6: Ensure that the form is dated, witnessed and signed in the appropriate places. You must also print your name and indicate your position.

Mail the completed Proof of Claim form together with "Exhibit A" to:

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

Section 81.4 - WAGE EARNER PROTECTION

- (1) Security for unpaid wages, etc. receivership The claim of a clerk, servant, travelling salesperson, labourer or worker who is owed wages, salaries, commissions or compensation by a person who is subject to a receivership for services rendered during the six months before the first day on which there was a receiver in relation to the person is secured, as of that day, to the extent of \$2,000 less any amount paid for those services by a receiver or trustee by security on the person's current assets that are in the possession or under the control of the receiver.
- (2) Commissions For the purposes of subsection (1), commissions payable when goods are shipped, delivered or paid for, if shipped, delivered or paid for during the six month period referred to in that subsection, are deemed to have been earned in those six months.
- (3) Security for disbursements The claim of a travelling salesperson who is owed money by a person who is subject to a receivership for disbursements properly incurred in and about the person's business during the six months before the first day on which there was a receiver in relation to the person is secured, as of that day, to the extent of \$1,000 less any amount paid for those disbursements by a receiver or trustee by security on the person's current assets that are in the possession or under the control of the receiver.
- (4) Rank of security A security under this section ranks above every other claim, right, charge or security against the person's current assets regardless of when that other claim, right, charge or security arose except rights under sections 81.1 and 81.2.
- (5) Liability of receiver If the receiver takes possession or in any way disposes of current assets covered by the security, the receiver is liable for the claim of the clerk, servant, travelling salesperson, labourer or worker to the extent of the amount realized on the disposition of the current assets, and is subrogated in and to all rights of the clerk, servant, travelling salesperson, labourer or worker in respect of the amounts paid to that person by the receiver.
- (6) Claims of officers and directors No officer or director of the person who is subject to a receivership is entitled to have a claim secured under this section.
- (7) Non-arm's length A person who, in respect of a transaction, was not dealing at arm's length with a person who is subject to a receivership is not entitled to have a claim arising from that transaction secured by this section unless, in the opinion of the receiver, having regard to the circumstances including the remuneration for, the terms and conditions of and the duration, nature and importance of the services rendered it is reasonable to conclude that they would have entered into a substantially similar transaction if they had been dealing with each other at arm's length.
- (8) Proof by delivery A claim referred to in this section is proved by delivering to the receiver a proof of claim in the prescribed form.
- (9) Definitions The following definitions apply to this section.

"compensation" includes vacation pay but does not include termination or severance pay.

"person who is subject to a receivership" means a person any of whose property is in the possession or under the control of a receiver.

"receiver" means a receiver within the meaning of subsection 243(2) or an interim receiver appointed under subsection 46(1), 47(1) or 47.1(1).

2005, c. 47, s. 67; 2007, c. 36, s. 38; 2009, c.2, s. 356(F)

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

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

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

NOTICE OF REVISION OR DISALLOWANCE

Name of Claimant:	·
Reference #:	· · · · · · · · · · · · · · · · · · ·
	he Honourable Madam Justice K. M. Horner dated January 27, 2010 you notice that it has reviewed your Proof of Claim and has revised or

Name of Debtor/Applicant:

Proof of Claim as	Revised Claim as	Secured	Unsecured
Submitted	Accepted	(\$CDN)	(\$CDN)
\$	\$	\$	\$

rejected your Claim as follows:

Reason for the Revision or Disallowance:
If you do not agree with this Notice of Revision or Disallowance please take notice of the following:
1. If you intend to dispute a Notice of Revision or Disallowance, you must, on the day which is fourteen (14) days after the date of the Notice of Revision or Disallowance, deliver a Notice of Dispute to the Monitor, in the form attached hereto, by registered mail, personal service, e-mail (in PDF format), facsimile or courier to the address indicated herein. The form of Notice of Dispute is attached to this Notice.
2. If you do not deliver a Notice of Dispute in the time specified, the value and classification of your Claim shall be determined to be as set out in this Notice of Revision or Disallowance.
Address for Service of Notices of Dispute:
The Receiver RSM Richter Inc., Receiver of the Applicants Attn: Robert Taylor Suite 3810, Bow Valley Square 2 205 - 5 th Avenue SW Calgary, AB T2P 2V7 E-mail: SCIClaims@rsmrichter.com
IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.
Dated at Calgary, Alberta, day of, 2010
RSM RICHTER INC., AS RECEIVER OF •
Per:
Robert Taylor

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

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

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

NOTICE OF DISPUTE

we hereby give you no	tice of our intention to		r dated January 27, 2010, Revision or Disallowance issued by the
Name of Creditor:		· · · · · · · · · · · · · · · · · · ·	
Name of Debtor/Appli	cant:		
Reviewed Claim as Accepted	Reviewed Claim as Disputed	Secured	Unsecured

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):
Signature of Individual or Representative of Corporate Creditor: Date:
(Please print name):
Telephone Number:
Facsimile Number:
Email Address:
Full Mailing Address:

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, E-MAIL (IN PDF FORMAT), FACSIMILE OR COURIER TO THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. (MOUNTAIN TIME) ON THE DAY WHICH IS FOURTEEN (14) DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

Address for Service of Notices of Dispute:

The Receiver
RSM Richter Inc., Receiver of the Applicants
Attn: Robert Taylor
Suite 3810, Bow Valley Square 2
205 – 5th Avenue SW
Calgary, AB T2P 2V7
E-mail: SCIClaims@rsmrichter.com

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

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT
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CLERK OF THE COURT

JAM 2 7 2010

CALGARY, ALBERTA

CLAIMS PROCESS ORDER

BENNETT JONES LLP Barristers and Solicitors 4500, 855 – 2nd Street SW Calgary, Alberta T2P 4K7 Frank Dearlove

Telephone No.: 403-298-3202

Fax No.: 403-265-7219 Our File No.: 38843-21