

Docken & Company

Barristers Solicitors Mediators

Mark C. Freeman
Alberta & British Columbia Bars
Direct Line (403) 269-3643

#900, 800 – 6th Avenue S.W.
Calgary, Alberta T2P 3G3
Tel: (403) 269-3612
Fax: (403) 269-8246

Our File: 8078

September 10, 2010

Via Facsimile: 403-265-7219

Frank R. Dearlove
BENNET JONES LLP
4500, 855-2 Street SW
Calgary, AB T2P 4K7

Dear Sir:

**Re: Receivorship of Signature Capital Inc., CONB Development Corp., et al
Action No.: 0901-17143**

Please find enclosed for service upon your clients, pursuant to Rule 16.1 of the Rules of Court, filed copies a Notice of Motion and Affidavit of Robert Forsyth for the above-referenced matter.

Do not hesitate to contact our offices should you have any questions or concerns regarding the enclosed.

Yours truly,

DOCKEN & COMPANY



Mark C. Freeman
MCF/rf

Enclosed

Cc: All Parties on the Attached Service List

bers:

Bob Taylor
Brian Omichinski
Darrell Cohen
griffin.toews@sasktel.net
Jill Medhurst-Tivadar
Ken Staroszik
Mark Freeman
Mathew Farrell
Mitch Vininsky
Ron Girvitz
Shane King
Simone Rousseau
William Hood
Zev Zlotnick

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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., WESTONE DEVELOPMENT CORP., WESTONE 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 FAIR VIEW 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

TO: RSM Richter

TAKE NOTICE than an Application will be made on behalf of Ann Stewart, Lisa and Darren Eberle, and Kevin and Barbara McHarg, investors, before Madam Justice K.M. Horner, in Chambers at the Calgary Courts Centre in the City of Calgary, 601 – 5th Street SW, in the City of Calgary, in the Province of Alberta, on **Tuesday, September 14, 2010** at the hour of 1:00 o'clock in the afternoon, or so soon thereafter as counsel may be heard, for an Order for Relief:

1. Pursuant to section 69.4 of the *Bankruptcy and Insolvency Act of Canada* for a Declaration that Sections 69 through 69.31 no longer operate in respect of the Applicants, so that they may file a lawsuit against the bankrupt companies and their Officers and Directors; and,
2. Should the Burt Offer to Purchase be accepted by the Court, an Order allocating sale proceeds from the Burt Offer to comply with the property listing for Allan Beach, so that \$1.0 million is allocated to the sale of the Fir Crest property.


3. Should the Burt Offer to Purchase be accepted by the Court, an Order directing Marshalling of the sale proceeds from the Fir Crest property to Fir Crest secured creditors, in order of their priority - \$398,448.64 going to the Solar Star mortgage, and the balance to the remaining Fir Crest secured creditors in order of their priority on title; and,
4. Court costs.

AND FURTHER TAKE NOTICE that the Applicants rely upon the following grounds in support of this motion:

1. Section 3 of the *Fraudulent Preferences Act of Alberta* makes void any conveyance by a Corporation at a time when the Corporation is insolvent, or is on the eve of insolvency and the conveyance has the effect of giving a creditor a preference over other creditors, if the action is brought within one year;
2. Simone Rousseau and the Fir Crest group of corporations did grant the Solar Star mortgage within approximately one month of declaring bankruptcy, and gave Solar Star priority over then then-existing first mortgage held by the Applicants;
3. The conveyance by the Fir Crest companies in favor of Solar Star was done on or about October 1, 2009, giving the Applicants only one year from that date to file a Fraudulent Preferences Action. This one year expires September 30, 2010;
4. The allocation of sale proceeds in the Burt Offer to Purchase allocates an amount in excess of the list price for the Allan Beach property, and allocates 66.6% of the list price to the Fir Crest purchase;
5. Based on the Receiver's calculations, \$398,448.64 of the Solar Star mortgage was advanced to the Fir Crest companies; and,
6. After the sale of the Allan Beach and Fir Crest properties, the remaining assets in the Estate give Solar Star sufficient equity from which to recover its remaining debt with this Marshalling relief;
7. The Burt Offer effectively extinguishes Fir Crest secured creditors in favor of secured creditors on the remaining unsold property – Birch Bay.

AND FURTHER TAKE NOTICE that in support of this Application is the Affidavit of Ann Stewart sworn January 27, 2010, filed July 5, 2010, and Affidavit of Robert Forsyth, sworn September 9, 2010, and filed September 10, 2010.

Dated at the City of Calgary, in the Province of Alberta, the 9th day of September, 2010.

Per: 
Mark Freeman
Solicitors for Ann Stewart, Lisa and
Darren Eberle, and Kevin McHarg

TO: Clerk of the Court

AND TO: Bennett Jones LLP
Attention: Frank R. Dearlove
Solicitors for the Receiver

AND TO: All Parties on Attached Service List

bers:

Bob Taylor
Brian Omichinski
Darrell Cohen
griffin.toews@sasktel.net
Jill Medhurst-Tivadar
Ken Staroszik
Mark Freeman
Mathew Farrell
Mitch Vininsky
Ron Girvitz
Shane King
Simone Rousseau
William Hood
Zev Zlotnick

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whood@shtb-law.com
zzlotnick@gardiner-roberts.com

ACTION NO. 0901-17143

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

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

AND IN THE MATTER OF THE RECEIVERSHIP OF
SIGNATURE CAPITAL INC., CONB DEVELOPMENT
CORP., CONB FINANCE CORP., CONB CAPITAL
CORP., URBAN ELEMENTS CENTRE GP LTD.,
URBAN ELEMENTS CENTRE LIMITED
PARTNERSHIP, SIGNATURE UEC CAPITAL INC.,
WESTONE DEVELOPMENT CORP., WESTONE
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 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")

Defendants

CLERK OF THE COURT

SEP 10 2010

CALGARY, ALBERTA

NOTICE OF MOTION

Mark C. Freeman
DOCKEN & COMPANY
Barristers & Solicitors
900, 800 - 6 Avenue SW
Calgary AB T2P 3G3

Telephone: (403) 269-3612

Fax: (403) 269-8246

Our File: #8150

**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., WESTONE DEVELOPMENT CORP., WESTONE 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 "Signature Companies")

AFFIDAVIT OF ROBERT FORSYTH

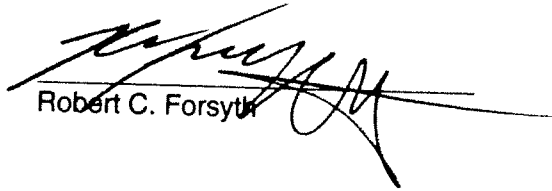
I, Robert Forsyth, of the City of Calgary, in the Province of Alberta, Professional Legal Assistant, MAKE OATH AND SAY THAT:

1. THAT I am a Professional Legal Assistant employed by Docken & Company, who represent Ann Stewart, Lisa and Darren Eberle, and Kevin and Barbara McHarg, investors herein, and as such I have personal knowledge as to the matters I depose herein except where stated to be based on information and belief, and where so stated, I do verily believe these matters to be true.
2. THAT attached as Exhibit "A" is correspondence dated August 30, 2010, sent to Docken & Company via email from the Receiver, RSM Richter, enclosing the records at Exhibit B to this my Affidavit.

3. THAT attached as Exhibit "B" are records sent to Docken & Company as attachments to the correspondence at Exhibit A to this my Affidavit.
4. THAT I swear this Affidavit in support of the Applications brought by Docken & Company in this matter.

SWORN BEFORE ME at the
City of Calgary, in the
Province of Alberta, this
9th day of September, 2010

A Commissioner for Oaths
In and for the Province of
Alberta



Robert C. Forsyth

SAN C.O. KWOK
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires December 22, 2011

RSM Richter

August 30, 2010

Docken & Company
#900, 800-6th Avenue S.W.
Calgary, Alberta
T2P 3G3

Attention: Mark C. Freeman

Dear Mr. Freeman:

Re: **Signature Capital Group of Companies ("SCI") – In Receivership**

As you are aware, RSM Richter Inc. is the Court appointed receiver of SCI. We have reviewed your letter of June 16 2010 and provide you with the following in response thereto.

The Receiver is advised that SCI required funds to continue with the development and pay expenses in respect of the Allan Beach, Birch Bay, Fircrest and Poplar Grove resorts. SCI made the business decision to obtain financing from Solar Star.

The total amount advanced by Solar Star et al ("Solar Star") was \$2,781,000. Those funds were disbursed to the four resorts. Fircrest Resort Development GP Ltd. ("Fircrest Development") received \$146,762.88 on October 1, 2009 and \$190,345.00 on October 21, 2009.

\$110,864.71 of the original advance was transferred to Fir Crest Finance Corp. and \$31,455.49 was transferred to First Crest Capital Corp. These funds were used to pay interest to the Fircrest investors. From the second advance of \$190,345.00, \$107,294.45 was transferred to SCI and \$67,075.15 transferred to SLRV Finance to pay intercompany balances owing. The remaining funds were used to pay ongoing Fircrest expenses.

In support of the foregoing attached are the following:

1. Copy of the director minutes in respect of obtaining the Solar Star loan;
2. Copy of the Letter to Finance from Solar Star's legal counsel;
3. Schedule outlining the distribution of the Solar Star advances; and
4. Copy of Fircrest Development's bank statement for the period Sept. 30 to Oct. 30 reflecting Solar Star funds received and disbursed.

You will also have seen the Receiver's Sixth Report to the Court dated August 17, 2010 wherein the Receiver indicates that it obtained a legal opinion on the Solar Star security, and that the security creates a valid first priority interest over the resorts.

It is clear that the \$2,781,000 was advanced by Solar Star and used by SCI to address the various expenses of the resorts including Fircrest.

RSM Richter Inc.
Bow Valley Square 2, Suite 3810
205 - 5 Avenue SW Calgary, AB T2P 2V7
Tel: 403.233.8462 Fax: 403.233.8688
www.rsmrichter.com
Direct dial: 403.233.7112
E-mail: btaylor@rsmrichter.com

This is Exhibit "A" referred to in the
Affidavit of Robert Forsyth
SWORN before me this 9th day of
September, A.D. 2010

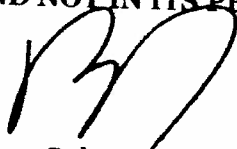
A COMMISSIONER IN AND FOR THE
PROVINCE OF ALBERTA

SAN C.O. KWOK
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires December 22, 2011

Should you have any questions please contact the undersigned.

Yours very truly,

**RSM RICHTER INC.
IN ITS CAPACITY AS COURT APPOINTED
RECEIVER AND MANAGER FOR
SIGNATURE CAPITAL GROUP OF COMPANIES
AND NOT IN ITS PERSONAL CAPACITY**



per: Robert J. Taylor CA, CIRP

RJT:ef

Encl.(s)

THE FOLLOWING RESOLUTION, WAS CONSENTED TO (IN LIEU OF A MEETING) BY THE SOLE DIRECTOR OF FIR CREST RESORT DEVELOPMENT GP LTD. (the "Company") ON THE 28th DAY OF SEPTEMBER, 2009

"The following Resolutions, having been consented to in writing by the sole director of the Company, pursuant to the constating documents of the Company, shall be deemed to have the same force and effect as if passed at a meeting of directors duly called and properly constituted for the transaction of business:

WHEREAS by virtue of the legislation of the jurisdiction where the Company is incorporated and the constating documents of the Company, the directors of the Company are authorized from time to time to issue mortgages or other securities of the Company and to deposit and pledge the same as security for the due payment of any obligations and indebtedness of the Company;

AND WHEREAS the Company for its corporate purposes and its business wishes to borrow money, jointly and severally with Birch Bay Developments GP Ltd., Poplar Grove Developments GP Ltd. and Allan Beach Developments GP Ltd., and obtain credit from SOLAR STAR HOLDINGS INC., 1105550 ALBERTA INC, SANO STANTE REAL ESTATE INC., ROBERT DAVID PENNER and AQUINO BELAVY & ASSOCIATES LTD. (collectively, the "Lender") from time to time and has agreed with the Lender to secure all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, of whatsoever nature and kind and howsoever arising, at any time and from time to time owing or payable by the Company to the Lender and to grant security in the form hereinafter set out;

AND WHEREAS it is expedient and in the interests of the Company that the sole director exercises the authority conferred upon her by providing for and authorizing the creation of the Security hereinafter referred and the deposit and pledge of the said Security with the Lender.

NOW THEREFORE, BE IT RESOLVED THAT:

1. the Company hereby confirms and ratifies the execution and delivery to the Lender of the following:
 - a. an amended Letter of Offer dated September 24, 2009 with attached Letter of Offer dated September 23, 2009;
 - b. a Promissory Note dated September 24, 2009;
 - c. a General Security Agreement - Floating Charge on Land against all present and after-acquired personal property of the Company and a floating charge on land;
 - d. an Assignment of Contracts;
 - e. an Assignment of Sales Agreements; and
 - f. an Environmental Indemnity Agreement;(collectively, called the "Security");

This is Exhibit "B" referred to in the Affidavit of Robert Forayth SWORN before me this 9th day of September, A.D. 2010

SAN C.O. KWOK

A Commissioner for Oaths

In and for the Province of Alberta

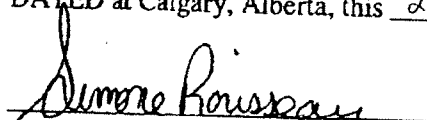
My Commission Expires December 22, 2011

A COMMISSIONER IN AND FOR THE PROVINCE OF ALBERTA

2. SIMONE ROUSSEAU, the sole director of the Company, is hereby authorized for and in the name of the Company to execute and deliver under the common seal of the Company or otherwise, the Security and all such other instruments and writings and to perform and do all such other acts and things as she in her discretion considers to be necessary, desirable or useful for the purpose of giving effect to this Resolution or as may be required by the Lender for such purpose; and
3. the Security is to be executed for and in the name of the Company by SIMONE ROUSSEAU, with such alterations, additions, amendments and deletions as may be approved by the person so executing the same on behalf of the Company, and execution accordingly shall be conclusive evidence of such approval and that the Security so executed is authorized by this Resolution."

IT IS HEREBY CERTIFIED by the undersigned that the foregoing is a true copy of a resolution consented to (in lieu of a meeting) by the sole director of the Company on the mentioned date in accordance with the constating documents of this Company and the said resolution is in full force and effect.

DATED at Calgary, Alberta, this 28 day of September, 2009.


Simone Rousseau, Director

D. COHEN LAW OFFICE

Darrell S. Cohen
Lawyer

September 23, 2009

Our File No. 10350-09

Allan Beach Developments GP Ltd.,
Birch Bay Developments GP Ltd.,
Fir Crest Resort Development GP Ltd., and
Poplar Grove Developments GP Ltd.
c/o Signature Capital Inc.
101, 736 1st Avenue NE
Calgary, Alberta T2E 0B8

Attention: Simone Rousseau

Dear Sirs/Madams:

RE: Loan from Solar Star Holdings Inc., 1105550 Alberta Inc., Sano Stante Real Estate Inc., Robert D. Penner, and Aquino Belavy & Associates Ltd.

We confirm that we act on behalf of the Lenders defined herein. By this letter of offer of financing ("Letter of Offer"), Solar Star Holdings Inc., 1105550 Alberta Inc., Sano Stante Real Estate Inc., Robert D. Penner, and Aquino Belavy & Associates Ltd. (collectively the "Lender") are pleased to offer you the following loan. This Letter of Offer is open for acceptance until 5:00 p.m. Calgary time on September 25th, 2009 (the "Acceptance Date").

FINANCING

Basic Loan	\$2,700,000.00
Finance Fee (3% portion)	<u>81,000.00</u>
Principal Amount of Loan	\$2,781,000.00

No change in the financing may be made without the Lender's prior written consent. The loan proceeds may only be used to payout the prior mortgage loan on Birch Bay Resort which funds were used for development of and construction upon the said property and then only for the development of and construction on the properties noted herein.

LOAN TERMS

Loan Authorization Date	September 18, 2009
Loan Amount	\$2,781,000.00
Interest Rate	18.00% per annum, calculated semi-annually, not in advance
Repayment	You will repay the principal by payments of interest only, such repayments to commence October 31, 2009 with monthly payments of interest only and the balance remaining plus applicable interest thereon

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

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

Allan Beach Developments GP Ltd., Birch Bay Developments GP Ltd., Fir Crest Resort Development GP Ltd., and Poplar Grove Developments GP Ltd.

c/o Signature Capital Inc.

September 23, 2009

Page 2

is due and owing in full on September 30, 2011. All payments will be applied in the following order: (a) prepayment indemnity (if applicable), (b) protective disbursements, (c) financing fees, (d) arrears, (e) interest, (f) principal, and (g) other amounts due and payable. The Lender will create an interest reserve account that will pay the first six (6) months interest payments in the amount of \$250,290.00. On the last day of each month for the initial six (6) months, the Lender will credit you for the interest accrued on the principal amount of the Loan from the previous month's payment. An interest adjustment from the date of funding to September 30th, 2009 will also be deducted from the Loan advance.

Interest

Interest is calculated in arrears on the principal balance outstanding commencing on the date of first disbursement, which is anticipated to be September 25, 2009, both before and after maturity, default and judgment. The Lender intends to advance \$1,000,000.00 after the Allan Beach security is registered and all other necessary documents are executed by the Borrowers, excepting the transfer of reports, contracts and diligence items for the properties from the Borrower jointly to the Borrower and the Lender. Notwithstanding that the loan may be partially advanced, interest will accrue on the full principal amount of the Loan, including the unadvanced portion. Arrears of interest and any other amounts not paid when due bear interest at the same rate and are calculated and paid in the same way as interest on principal not in arrears.

Maturity Date

The Maturity Date of the loan is September 30th, 2011.

Prepayment

You may prepay all or any part of the outstanding principal provided you have paid the Lender a minimum of twelve (12) months interest on the principal advanced.

Expenses

You are responsible for all expenses, fees and disbursements relative to the placing of the loan and the security and you permit the Lender to pay same out of loan proceeds. Furthermore, you are responsible for all expenses associated with providing full and partial discharges, which shall be provided by the Lender if the Lender agrees to provide the same, with respect to the security.

SECURITY

This loan is the obligation of the Borrowers addressed hereby secured by:

1. Blanket/Cross Liability Mortgage(s) in first priority position in the face amount of \$2,781,000.00 on lands and buildings legally described in Schedule "A" attached hereto. Properties are owned by Allan Beach Developments GP Ltd., Birch Bay Developments GP Ltd., Fir Crest Resort Development GP Ltd., and Poplar Grove Developments GP Ltd.
2. General Security Agreement from the Borrowers providing a security interest in all present and after-acquired personal property on and used in connection with the Schedule "A" lands and buildings.
3. Assignment of Development Permits, Building Permits, and Stratification Approvals, if applicable, in favour of the Lender in relation to the Schedule "A" lands.
4. Assignment of Purchase Agreements regarding all purchase agreements entered into in relation to the Schedule "A" lands.
5. Assignment of Construction, Servicing and Consultant Contracts in relation to the Schedule "A" lands.

Allan Beach Developments GP Ltd., Birch Bay Developments GP Ltd., Fir Crest Resort
Development GP Ltd., and Poplar Grove Developments GP Ltd.

clo Signature Capital Inc.

September 23, 2009

Page 3

6. Environmental Indemnity with respect to all the Schedule "A" lands.

ADDITIONAL TERMS

1. The property taxes on the real estate pledged to the Lender as security must be current.
2. The Lender shall have access to all reports, contracts and diligence items relating to the properties noted in Schedule "A" hereto and shall also be granted joint ownership with the Borrower to such reports, contracts and diligence items. The ownership of all such reports, contracts and diligence items relating to the properties noted in Schedule "A" by Lender shall cease upon full payment of Loan, and shall thereafter revert solely to the Borrower. The Borrower shall provide to the Lender with copies of all such reports, contracts and diligence items relating to the properties noted in Schedule "A".

INSURANCE

Throughout the term of the loan, you will keep all of the buildings upon the properties noted herein insured for their full insurable value against losses and physical damage on an all-risk basis. The Lender reserves the right to request certified copies of the policies. Furthermore, you will carry course of construction insurance for any construction carried on upon properties noted herein. The insurance policies shall name the Lender as loss payable and/or mortgagee as applicable in its secured priority position and shall include a standard mortgage clause applicable to your coverage. You will immediately notify the Lender of any loss or damage to your assets which serve as security for the loan. If you do not maintain insurance as required, the Lender may, but shall not be obliged to, purchase insurance to protect its own interest and you agree to pay the applicable premiums.

POLLUTION OR CONTAMINATION

You will operate in conformity with all environmental laws to ensure that the assets secured by the Lender comply with existing legislation and remain free of environmental damage or problem. You will inform the Lender immediately upon becoming aware of any environmental problem or issue and will provide the Lender with copies of all communications and environmental authorities and all studies or assessments prepared on your behalf, all as received by you. You agree to pay the cost of any external environmental consultant engaged by the Lender to effect an environmental audit and the cost of any environmental consultant engaged by the Lender to effect an environmental audit and the cost of any environmental rehabilitation, removal or repair necessary to protect, preserve or remediate the lands, including any fine or penalty the Lender is obligated to incur by reason of any statute, order or directive by a competent authority.

An environmental problem is defined as an act of non-compliance to a law, regulation, etc or soil and/or underground water that contains one or many pollutants (contaminants) in levels of concentration that exceed parameters or norms applicable for the present use and intended use of the lands.

DEFAULTS

Any of the following events constitutes a default under the loan:

- (a) default under the terms of this Letter of Offer or the security by you; or
- (b) failure to make any payment to the Lender when due or to meet your other obligations under the security, this Letter of Offer or any other loan or agreement with the Lender; or
- (c) any representation or warranty to the Lender is untrue or ceases to be true; or
- (d) bankruptcy, insolvency, proposal or other relief under the *Bankruptcy and Insolvency Act*, appointment of a receiver-manager, winding up or failure to perform obligations to other lenders or creditors; or

Allian Beach Developments GP Ltd., Birch Bay Developments GP Ltd., Fir Crest Resort Development GP Ltd., and Poplar Grove Developments GP Ltd.

c/o Signature Capital Inc.

September 23, 2009

Page 4

(e) you cease or threaten to cease to carry on all or substantially part of your business.

Default under this Letter of Offer or any of the security constitutes default under this Letter of Offer and all of the security. In the event of a default the Lender may, at its option, accelerate the loan, demand payment and enforce the security.

COVENANTS

You agree that there shall be no amalgamation, merger, acquisition or any other business combination, nor sale of the business or any of its assets, except in its ordinary course of business, nor creation of an affiliated company, nor granting of any operating licence, without the Lender's prior consent. You must also obtain the prior written consent of the Lender before permitting any of your shareholders to sell or transfer their shares or before any change in effective voting control or change in capital structure of your corporation by contractual or other means.

DISBURSEMENT

Once you have satisfied all of the Lender's security requirements, met its contingent and underlying conditions, if any, and utilized all the financing obtained from sources other than the Lender, if applicable, the Lender may disburse funds. Unless otherwise authorized, funds will be disbursed to the solicitor or notary taking security. The Lender may withhold disbursement of any non-disbursed balance if, in the Lender's opinion, a material adverse change in risk occurs. Neither the execution nor delivery of this Letter of Offer nor the advance of funds binds the Lender to make any advance or further advance of the Loan.

FEEES

The Lender's financing fee shall be five (5.00%) percent of the basic loan. The three (3.00%) percent portion of the financing fee, being the sum of \$81,000.00, shall be added to the basic loan amount to be included in the initial principal amount of the loan and the remaining two (2.00%) percent portion of the financing fee, being the sum of \$54,000.00, shall be deducted and repaid from the first advance of Loan proceeds and the balance shall be repaid in accordance with the terms of the Loan.

REPORTING REQUIREMENTS

You will deliver monthly progress updates to the Lender on each development. If a substantial milestone or event, warranting an interim update is achieved, you will immediately provide the Lender with an interim update. You authorize us to contact your accountants and auditors and you authorize us to ask them, on your behalf, to release to us financial information and to provide us with your financial statements as soon as they are completed. In addition to the reporting requirements set out, the Lender may require the opinion of another independent expert in cases where the Lender deems it appropriate.

INFORMATION

You authorize the Lender, from time to time, to obtain credit, compliance, account status and other information about you from any financial institution, credit reporting or rating agency, credit bureau, governmental department, body or authority or utilities (eg. electricity, natural gas).

CONFLICTS

Allen Beach Developments GP Ltd., Birch Bay Developments GP Ltd., Fir Crest Resort
Development GP Ltd., and Poplar Grove Developments GP Ltd.
c/o Signature Capital Inc.
September 23, 2009
Page 5

Except for the application for financing and the security, this Letter of Offer constitutes our entire agreement. To the extent that any provision of the application for financing or any of the security is inconsistent with or in conflict with the provisions of this Letter of Offer, the provisions of this Letter of Offer shall govern.

NOTICES

The Lender may give you notice in person, by telephone or by a letter sent by fax, by mail or electronically to your address above or such other address as you advise the Lender in writing. All notices to the Lender should be sent to our office as follows: D. Cohen Law Office, 105, 2411 - 4th Street NW, Calgary, Alberta T2M 2Z8, fax (403) 284-3988; e-mail: dcohen@dcohenlaw.com - these coordinates may be changed by the Lender with prior notice to you.

GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of the Province of Alberta.

SIGNATURE

This Letter of Offer and any modification of it may be executed and delivered by original signature, fax, or any other electronic means of communication acceptable to the Lender and in any number of counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Letter of Offer. Please acknowledge acceptance of this Letter of Offer at the foot of this page.

Yours truly,
D. COHEN LAW OFFICE

DARRELL S. COHEN

ACCEPTANCE

We certify that all information provided to the Lender is true, agree to the foregoing terms and acknowledge receipt of a copy of this Letter of Offer.

Signed this 23 day of September, 2009.

ALLEN BEACH DEVELOPMENTS GP LTD.

Per: Simone Rousseau

Per: _____

FIR CREST RESORT DEVELOPMENT GP LTD.

Per: Simone Rousseau

Per: _____

BIRCH BAY DEVELOPMENTS GP LTD.

Per: Simone Rousseau

Per: _____

POPLAR GROVE DEVELOPMENTS
GP LTD.

Per: Simone Rousseau

Per: _____

Allan Beach Developments GP Ltd., Birch Bay Developments GP Ltd., Fir Crest Resort
Development GP Ltd., and Poplar Grove Developments GP Ltd.
c/o Signature Capital Inc.

September 23, 2009

Page 6

ALLAN BEACH DEVELOPMENTS GP LTD.

The north-east quarter of section nine (9)

Township fifty three (53)

Range one (1)

West of the fifth meridian

Containing 64.7 hectares (160 acres) more or less

Excepting throughout:

Hectares (acres) more or less

A) All that portion of the said quarter section which lies north and east of the lands subdivided under plan 1600RS and which lies north of a line drawn parallel to the north boundary of the said quarter section and thirteen hundred and twenty (1320) feet perpendicularly distant southerly therefrom

23.1 57

B) Plan 1600RS subdivision

6.08 15.04

C) All that portion of the said quarter section covered by the waters of the unnamed lake as shown on a plan of survey of the said township signed at Ottawa on the 10th day of January AD 1921

D) Plan 7622456 road

0.206 0.51

E) Plan 9321526 subdivision

4.61 11.39

Excepting thereout all mines and minerals as set forth in transfer 234HM

BIRCH BAY DEVELOPMENTS GP LTD.

Legal Description: PID 024-817-139 Lot A, District Lots 1017 and 5002, Range 5, Coast District,
Plan PRP45360

FIR CREST RESORT DEVELOPMENT GP LTD.

PID 013-397-478, Parcel A (38046E) (Plan B6004) of District Lot 5037 Lillooet District

Except Plans 6847, 20135 and KAP77955

Legal Notations:

Hereto is Annexed Easement 38047E over: (1) DL.149 Lillooet District

Except Plan 29784 (2) Lot 1, Plan 8396 (3) DL.352 Lillooet District

Except Plan 8371, 8396, 18760, 20712, 20960, 21544, 23533, 23534 and 30963 (see also
KGS470)

POPLAR GROVE DEVELOPMENTS GP LTD.

Civic Address: 3964 Puntzi Road, Williams Lake, B.C.

Legal Description: PID 014-198-711, District Lot 1621, Range 3, Coast District

**Signature Capital Group of Companies
Distribution of Solar Star Advances
(CDN \$)**

Description	Total	Allan Beach	Birch Bay	Fircrest	Poplar Grove
Loan Total	2,781,000.00				
Interest Adjustment	(9,600.13)				
Deep Bay Equities	(227,949.66)				
Allan Beach Property Taxes	(8,861.49)	2,972.81	4,894.00	1,375.47	357.88
Allan Beach Payment	(239,995.13)	8,861.49			
Birch Bay Payment	(350,009.68)	239,995.13	350,009.68		
Fircrest Payment	(146,762.88)			146,762.88	
Poplar Grove Payment	(11,821.00)				11,821.00
6 months interest reserve	(250,290.00)				
Finance Fee	(135,000.00)	77,505.57	127,593.51	35,860.38	9,330.55
Legal Holdbacks	(6,000.00)	41,804.51	68,820.66	19,342.17	5,032.66
Watson Goepel Maledy Management LP	(286.78)	1,857.98	3,058.70	859.65	223.67
Mair Jenson Blair LLP	(12,241.89)	3,790.86	286.78		
Government of BC	(20,743.84)		6,240.70	1,753.96	456.36
Government of BC	(3,931.47)		20,743.84		
Warren Tettenser Armantea	(15,000.00)				
Mele Group Loan Payout	(342,506.02)	4,644.95	7,646.74		3,931.47
Allan Beach Payment	(251,790.00)	251,790.00	342,506.02	2,149.13	559.18
Birch Bay Payment	(485,905.00)				
Fircrest Payment	(190,345.00)		485,905.00		
Poplar Grove Payment	(71,960.00)			190,345.00	
	0.03	861,173.11	1,417,705.63	398,448.64	71,960.00
					103,672.77

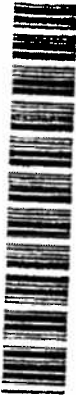


CALGARY NORTH HILL SHOPPING CENTRE
 NO1810 1632 14TH AVENUE NW
 CALGARY, AB T2N 1N7

Tel: 1-866-222-3456
 TTY: 1-800-361-1180

TDCDA11100_2852122_004 E D 08068 18657

FIRCREST RESORT DEVELOPMENT GP LTD
 736 1 AVE NE SUITE 101
 CALGARY AB T2E 0B8



Statement of Account	
Branch No.	Account No.
8068	0864-5213324

Account Type
BUSINESS CHEQUING ACCOUNT - CAD SERVICE PLAN 1

Statement From - To
SEP 30/09 - OCT 30/09
Page 1 of 2

DESCRIPTION	CHEQUE/DEBIT	DEPOSIT/CREDIT	DATE	BALANCE
BALANCE FORWARD				
DEPOSIT				
J1024 FCF Transfer		146,762.88	SEP30	216.08
J1035 FCC - Inv Int	110,864.71		OCT01	146,978.96
J1154 FCD-SLRVINVINT	31,455.49		OCT02	
JL405 SLRV	2,364.29		OCT02	
CHQ#00216-2500381985		7,000.00	OCT02	
HJ360 FCC-Bank Chrgs	4,071.38		OCT07	9,294.47
HJ373 FFC-Bank Chrgs	100.00		OCT14	5,223.09
HW032 FFC-Reversal	100.00		OCT14	
CHQ#00217-2600149342		100.00	OCT14	
DEPOSIT	5,000.00		OCT15	5,123.09
HT003 To0171 5220499		190,345.00	OCT21	123.09
HT303 Fr0171 5220499	64,631.80		OCT21	
TD EFT S/C		152,144.70	OCT21	
I1522 5214401-bnkcrq	49.95		OCT21	
IW493 To0171 5220499	83.90		OCT22	277,931.04
IW503 To8060 5332142	23,644.00		OCT22	
JQ424 5220499-mediaa	21,575.15		OCT22	
LOMBARD CANADA BUS	152,144.70		OCT22	232,627.99
IY010 To0171 5220499	526.58		OCT23	80,483.29
IY013 To0171 5220499	6,950.00		OCT26	79,956.71
IY020 To8060 5332142	12,068.65		OCT29	
SVC PLAN 1 FEE	45,500.00		OCT29	
	11.95		OCT30	15,438.06
				15,426.11

2 CHQS ENCLOSED NEXT STATEMENT DATE IS NOV 30/09			
MONTHLY AVER. CR. BAL.	\$41,098.18	No.	Amount
MONTHLY MIN. BAL.	\$123.09	Credits	5 496,352.58
DEP CONTENT- CASH 0	ITEMS 2	Debits	18 481,142.55
	UNC BATCH 0		

YOU ARE INVITED TO JOIN US FOR A FREE ONLINE SEMINAR NOVEMBER 17,
 2009 TO LEARN HOW TO PROTECT YOUR BUSINESS FROM FRAUD.
 VISIT WWW.TDCANADATRUST.COM/PREVENTFRAUD TO REGISTER.

Please ensure that you report in writing any errors or irregularities found within this statement within 30 days of the statement date. If you do not, the statement of account shall be conclusively deemed correct except for any amount credited to the account in error.

Accounts issued by: THE TORONTO-DOMINION BANK

TDCDA11100_2852122_004 - 0063184
 HRI - 00 - 1 - 1 - 6 - 055757

NO. 0901-17143
Deponent: Ann Stewart
Sworn: January ____, 2010

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

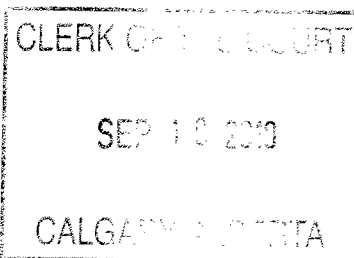
IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*
R.S.C. 1985 c. B-3, AS AMENDED

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.,
WESTONE DEVELOPMENT CORP., WESTONE
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 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")

Defendants

AFFIDAVIT OF ROBERT FORSYTH

Mark C. Freeman
DOCKEN & COMPANY
Barristers & Solicitors
900, 800 - 6 Avenue SW
Calgary AB T2P 3G3
Telephone: (403) 269-3612
Fax: (403) 269-8246
Our File: #9150



ACTION NO. 0901-17143

Deponent: Ann Stewart

Sworn: January 27, 2010

**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., WESTONE DEVELOPMENT CORP., WESTONE 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 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")**

Defendants

AFFIDAVIT OF ANN STEWART

I, Ann Stewart, of the City of Lethbridge, in the Province of Alberta, Executive Director,
MAKE OATH AND SAY AS FOLLOWS:

1. I am a investor in the bankrupt entities, and as such have personal knowledge of all the matters herein stated except where stated to based on information and belief, and where so stated I verily believe those matters to be true.
2. I invested \$140,000.00 into Fir Crest Finance Corp., one of the bankrupt entities in this Action. I used a line of credit secured on my home to come up with the funds for the investment. Attached as Exhibit "A" to this my Affidavit is a copy of a letter from

Signature Capital dated June 26, 2008 attaching my subscription for bonds, as evidence of this investment.

3. I invested this money on the strength of it being secured by a first mortgage on certain property designated in the Offering Memorandum. That property is referred to in the Receiver's Reports as the Fir Crest Property. Attached as Exhibit "B" to this my Affidavit is a copy of the Offering Memorandum.
4. You will see at page 8 of the Offering Memorandum, paragraph 2.8.1(e) where it states that, "the loan shall be secured by way of first mortgage against title to the Lands...".
5. In its second report, the Receiver states that the appraised value of this property is \$1.5 Million. In a Notice sent to me by the Receiver dated November 23, 2009 the Receiver states that the mortgage that secured my investment is in the amount of \$496,000.00. Attached as Exhibit "C" to this my Affidavit is a copy of the Notice.
6. Consequently, based on the value of the land at \$1.5 Million, and the value of my first mortgage of \$496,000.00, my investment was well secured.
7. From the time of my investment in June of 2008 through to maturity of the investment, June 30th, 2009, Signature Capital made all of the required interest payments. However, they defaulted on payment of the bond at maturity, June 30th, 2009.
8. On October 2nd, 2009, a mortgage was registered in favour of five entities, the first of which being Solar Star Holding Inc. (hereinafter referred to as "the Solar Star Mortgage"). Attached is a copy of title to the lands showing same, as Exhibit "D" to this my Affidavit. The Mortgage I am secured with is listed on title as Fir Crest Finance Corp. registered October 1st, 2007, 2 years prior to the Solar Star Mortgage.
9. On October 8th, 2009, within approximately 1 month of bankruptcy, Simone Rousseau a principal of Signature Capital, registered Priority Agreements purporting to give the Solar


Star Mortgage priority over my mortgage. Attached as Exhibit "E" to this my Affidavit is a copy of the Priority Agreement signed by Simone Rousseau on October 1st, 2009 even before the Solar Star Mortgage was registered.

10. Presumably the money from the \$2.7 Million Solar Star Mortgage was advanced in October 2009, within a few weeks of the bankruptcy. Based on the advice of counsel I am advised that the Receiver does not disclose in its reports when the Solar Star Mortgage monies were advanced, nor do they disclose where that \$2.7 Million went. The Receiver, however, does note in its second Report at paragraph 7.1 that the Solar Star Mortgage is outstanding in the amount of \$2,781,000.00. The Receiver cites other mortgages totalling \$18 Million as being "subsequent" to the Solar Star Mortgage.
11. I believe that my mortgage should not be subsequent to the Solar Star Mortgage. It was registered first in time. The commitment I received is that it would be a first mortgage. The Receiver has not shown or disclosed a valid business reason for my mortgage being postponed to the Solar Star Mortgage.
12. My mortgage was postponed by Simone Rousseau who signed on behalf of Fir Crest Finance Corp. Simone Rousseau is also the sole Director of the corporation which owned the lands and which is also subject to this bankruptcy. Attached as Exhibit "F" to this my Affidavit is a copy of the corporate search for A. Virginia Wilson Holdings Ltd., the owner of the lands, and it shows Ms. Rousseau as the sole director of that corporation.
13. Attached as Exhibit "G" to this my Affidavit is a copy of a corporate search for Solar Star Holdings Inc. It shows John Mele as the sole director and shareholder of that corporation.
14. I am advised by counsel and do verily believe that during his investigation into this matter for which he only had a couple of days notice of this Application, that Mr. Mele and Simone Rousseau now work together at a RE/MAX office known as RE/MAX Real Estate (Central). Attached as Exhibits "H" and "I" are copies of internet searches

showing Mr. Mele and Ms. Rousseau operating out of that real estate office.

15. I make this Affidavit in support of a Motion to stay the payout of any sale proceeds of the Fir Crest Property as described in the Receiver's second report dated January 22, 2010 pending further Order of this Court, and for an Order that the Receiver provide all information about the Solar Star mortgage.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta,)
this 27 day of January , 2010.)
)
)
)
)
)



A COMMISSIONER FOR OATHS
in and for the Province of Alberta

MARK C. FREEMAN
Barrister & Solicitor



ANN STEWART



Signature Capital
736 1st Ave NE
Calgary, AB T2E 0B8

June 26, 2008

Ann Stewart
18 Chilcotin Way West
Lethbridge, AB T1K 7L8

Dear Ann,

I am pleased to present you with your investor package for the Fir Crest Resort development project. Enclosed, you will find all the documentation associated with your investment. Your official Bond Certificate is currently being prepared; you can expect to receive it by mail in approximately 4 weeks.

On behalf of Signature Capital, I would like to take this opportunity to thank you for your participation in this investment offering. I am confident you will be satisfied with your decision to invest with Signature Capital and I look forward to helping you grow your investment portfolio in the future.

As a current investor, my team at Signature Capital will keep you informed about our upcoming investment opportunities. For your convenience, regular updates on the Fir Crest Resort development are available on our website at www.sci.ca. If you have any additional comments, questions, or concerns, please call or email; our investment consultants are always available to discuss your investment with you.

Best Regards,

Simone Rousseau
President

This is Exhibit "A" referred to in the
Affidavit of Ann Stewart
SWORN before me this 22 day of
JANUARY, A.D. 2010

A COMMISSIONER IN AND FOR THE
PROVINCE OF ALBERTA

MARK C. FREEMAN
Barrister & Solicitor

SUBSCRIPTION FOR BONDS

TO: Fir Crest Finance Corp. (the "Corporation")

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of Bonds ("Bonds") of the Corporation set forth below for the aggregate subscription price set forth below, representing a subscription price of CDN \$100.00 per Bond, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Bonds of Fir Crest Finance Corp." attached hereto (the "Subscription Agreement"). In addition to this face page, the Subscriber must also complete all applicable schedules attached hereto.

Evelyn N
Ann Stewart
 Full Legal Name of Subscriber (please print)
 By: *Evelyn Ann Stewart*
 Signature of Subscriber or its Authorized Representative
Investor
 Official Title or Capacity (please print)

 Name of Signatory (please print name of individual whose signature appears above if different than name of Subscriber)

 Subscriber's Address (including postal code)
18 Chilcotin Way West
Lethbridge, AB T1K 7L8
 Telephone Number (including area code)
(403) 394-1926
 E-mail Address
ann01@telusplanet.net
 Social Insurance Number
643 430 349

Aggregate Subscription Amount: \$ 140,000

Number and Series of Bonds: 1,400 Series C

If the Subscriber is signing as agent for a principal and is not a trust corporation or, in Alberta or British Columbia, a portfolio manager, in any case, purchasing as a trustee or an agent for accounts fully managed by it, complete the following and ensure that the applicable schedules attached hereto are completed in respect of such principal:

 (Name of Principal)

 Address (including postal code)

 (Telephone Number) (E-mail Address)

Register the Bonds (if different from address above) as follows:

 Name

 Account reference, if applicable

 Address (including postal code)

Deliver the Bonds (if different from address given) as follows:

 Name

 Account reference, if applicable

 Contact Name

 Address (including postal code)

 Telephone Number (including area code)

NUMBER and type of Securities of the Corporation held directly or indirectly by Subscriber 1400 Series C Bonds

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

Fir Crest Finance Corp.
Per: *[Signature]*

June 14, 2008

No.: _____

This is the first page of an agreement comprised of 10 pages (excluding the Schedules hereto)

PLEASE MAKE SURE THAT YOUR SUBSCRIPTION INCLUDES:

1. a signed copy of this Subscription Agreement;
2. a certified cheque, trust cheque or bank draft in an amount equal to the Aggregate Subscription Amount, payable to "Craig L. Bentham, Barrister and Solicitor, in trust"; and
3. a properly completed and duly executed copy of the appropriate investor qualification form(s):
 - **If resident in British Columbia**, two (2) copies of the Risk Acknowledgement in the form attached to this Subscription Agreement as Schedule "B" (one copy may be retained for your records); and
 - **If resident in Alberta or Saskatchewan**, two (2) copies of the Risk Acknowledgement in the form attached to this Subscription Agreement as Schedule "B" (one copy may be retained for your records) and, if subscribing for more than \$10,000 in Bonds, one (1) copy of the Representation Letter in the form attached to this Subscription Agreement as Schedule "C".

PLEASE DELIVER YOUR SUBSCRIPTION TO:

Craig L. Bentham, Barrister and Solicitor
605, 2303 4th Street SW, Calgary, AB, T2S 2S7

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR
BONDS OF FIR CREST FINANCE CORP.**

Definitions. In this Subscription Agreement:

- (a) "Aggregate Subscription Amount" means the aggregate dollar amount of the subscription under this Subscription Agreement;
- (b) "Closing Date" means the date or dates on which the Corporation issues Bonds pursuant to the Offering Memorandum;
- (c) "Corporation" means Fir Crest Finance Corp., a corporation incorporated under the *Business Corporations Act* (Alberta);
- (d) "Offering" means the offering of the Corporation's Bonds pursuant to the Offering Memorandum;
- (e) "Offering memorandum" means the Offering Memorandum of the Corporation dated June 18, 2007; and
- (f) "Bonds" means Bonds of the Corporation as described in the Offering Memorandum.

Acknowledgements of the Subscriber. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:

- (a) this subscription is subject to rejection or acceptance by the Corporation in whole or in part, and is effective only upon acceptance by the Corporation;
- (b) the Bonds subscribed for by the Subscriber hereunder form part of a larger issue and sale by the Corporation of up to 30,000 Bonds at a subscription price of \$100.00 per Bond (the "Offering");
- (c) the Corporation reserves the right to pay a finder's fee in an amount up to 10% of the subscription proceeds to eligible persons seeking subscribers to the Offering; and
- (d) the Subscriber is responsible for obtaining such legal advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement.

Representations, Warranties and Covenants of the Subscriber. By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- (a) if the Subscriber is an individual, the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder;
- (b) if the Subscriber is not an individual, the Subscriber has the requisite power, authority, legal capacity and competence to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder, and all necessary approvals of its Directors, partners, shareholders, trustees or otherwise with respect to such matters have been given or obtained;
- (c) if the Subscriber is a body corporate, the Subscriber is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation;
- (d) this Subscription Agreement has been duly and validly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Subscriber;
- (e) if the Subscriber is acting as agent or trustee for a principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documents in connection with such subscription on behalf of such principal, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid, binding and enforceable obligation of, such principal;
- (f) the execution, delivery and performance by the Subscriber of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any law, regulation, order or ruling applicable to the Subscriber, and do not and will not constitute a breach of or default under any of the Subscriber's constituting documents (if the Subscriber is not an individual) or any agreement to which the Subscriber is a party or by which it is bound;

- (g) the Subscriber confirms that the Subscriber (and, if the Subscriber is not purchasing as principal, each beneficial purchaser for whom the Subscriber is acting):
- (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Bonds;
 - (ii) is capable of assessing the proposed investment in the Bonds as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation; and
 - (iii) is able to bear the economic risk of loss of its investment in the Bonds;
- (h) the Subscriber understands that no Securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Bonds;
- (i) the Subscriber acknowledges that no prospectus has been filed by the Corporation with any Securities commission or similar Regulatory Authority in any jurisdiction in connection with the Issuance of the Bonds and the Issuance is exempted from the prospectus requirements available under the provisions of applicable Securities laws and as a result:
- (i) the Subscriber may be restricted from using some of the civil remedies otherwise available under applicable Securities laws;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable Securities laws; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable Securities laws;
- (j) the Subscriber confirms that neither the Corporation or any of its representative Directors, employees, Officers or affiliates, have made any representations (written or oral) to the Subscriber:
- (i) regarding the future value of the Bonds;
 - (ii) that any person will resell or repurchase the Bonds;
 - (iii) that the Bonds will be listed on any stock exchange or traded on any market; or
 - (iv) that any person will refund the purchase price of the Bonds other than as provided in this Subscription Agreement;
- (k) the Subscriber confirms that it has been advised to consult its own legal and financial advisors with respect to the suitability of the Bonds as an investment for the Subscriber, the tax consequences of purchasing and dealing with the Bonds, and the resale restrictions and "hold periods" to which the Bonds are or may be subject under applicable Securities legislation or stock exchange rules, and has not relied upon any statements made by or purporting to have been made on behalf of the Corporation with respect to such suitability, tax consequences, and resale restrictions;
- (l) except for the Subscriber's knowledge regarding its subscription for Bonds hereunder, the Subscriber has no knowledge of a "material fact" or a "material change" (as those terms are defined in the *Securities Act (Alberta)*) in the affairs of the Corporation that has not been generally disclosed;
- (m) the Subscriber is resident in the jurisdiction indicated on the face page of this Subscription Agreement as the "Subscriber's Address" and the purchase by and sale to the Subscriber of the Bonds, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale (whether with or with respect to the Subscriber or any beneficial purchaser) has occurred only in such jurisdiction;
- (n) the Subscriber acknowledges that it and/or the Corporation may be required to provide applicable Securities regulatory authorities or stock exchanges with information concerning the identities of the beneficial purchasers of the Bonds and the Subscriber agrees that, notwithstanding that the Subscriber may be purchasing the Bonds as agent for an undisclosed principal, the Subscriber will provide to the Corporation, on request, particulars as to the identity of such undisclosed principal as may be required by the Corporation in order to comply with the foregoing;

- (o) **If the Subscriber is resident in or otherwise subject to the applicable securities laws of Alberta or Saskatchewan, it is purchasing the Bonds as principal for its own account and not for the benefit of any other person and it has received or been provided with a copy of the Offering memorandum and has duly completed and executed two (2) copies of the Risk Acknowledgement in the form attached hereto as Schedule "B" (one copy for each of the Corporation and the Subscriber) and, if subscribing for more than \$10,000 in Bonds, has duly completed and executed a copy of the Representation Letter in the form attached hereto as Schedule "C";**
- (p) **If the Subscriber is resident in or otherwise subject to the applicable securities laws of British Columbia, it is purchasing the Bonds as principal for its own account and not for the benefit of any other person and it has received or been provided with a copy of the Offering memorandum and has duly completed and executed two (2) copies of the Risk Acknowledgement in the form attached hereto as Schedule "B" (one copy for each of the Corporation and the Subscriber);**
- (q) **the Subscriber understands that it will not resell the Bonds except in accordance with limited exemptions available under applicable securities legislation, regulatory policy and stock exchange rules, and that the Subscriber is solely responsible for (and the Corporation is not in any way responsible for) the Subscriber's compliance with applicable resale restrictions;**
- (r) **the Subscriber acknowledges that it is aware that there is no market upon which the Bonds trade and there is no assurance that any of the Bonds will be listed and posted for trading on a stock exchange or dealer network in the future;**
- (s) **the Subscriber understands that the sale of the Bonds is conditional upon such sale being exempt from the requirements to file and obtain a receipt for a prospectus, and the requirement to sell securities through a registered dealer, or upon the issuance of such orders, consents or approvals as may be required to enable such sale to be made without complying with such requirements, and that as a consequence of acquiring the Bonds pursuant to such exemptions, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages in the event of a misrepresentation may not be available to the Subscriber in connection with the purchase and sale of the Bonds;**
- (t) **the Subscriber understands that any certificates representing the Bonds will bear a legend indicating that the resale of such securities is restricted;**
- (u) **other than the Offering memorandum, the Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive any other document (other than the annual financial statements, interim financial statements or any other document (excluding Offering memoranda, prospectuses or other Offering documents) the content of which is prescribed by statute or regulation) describing the business and affairs of the Corporation, which has been prepared for delivery to and review by prospective purchasers in order to assist them in making an investment decision in respect of the purchase of Bonds pursuant to the Offering;**
- (v) **the Subscriber has not become aware of any advertisement in printed media of general and regular paid circulation or on radio, television or other form of telecommunication or any other form of advertisement (including electronic display or the Internet) or sales literature with respect to the distribution of the Bonds;**
- (w) **the Subscriber is not a "U.S. Person" (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Bonds for the account or benefit of a U.S. Person or a person in the United States;**
- (x) **the Bonds have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Bonds and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;**
- (y) **the Subscriber undertakes and agrees that it will not offer or sell any of the Bonds in the United States unless such Securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirements is available;**

- (z) the Subscriber acknowledges that, in addition to any other requirements under applicable securities legislation to which a disposition of any of the Bonds by the Subscriber may be subject, the Subscriber may, depending on the nature of the disposition, be required to file a report of exempt trade within ten (10) days of a disposition by the Subscriber of the Bonds;
- (aa) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other Regulatory Authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Bonds;
- (bb) except as disclosed in writing to the Corporation, the Subscriber does not act jointly or in concert with any other person or company for the purposes of acquiring securities of the Corporation;
- (cc) the Subscriber is not a non-resident for the purposes of the *Income Tax Act* (Canada);
- (dd) the Subscriber is not a "control person" of the Corporation, as that term is defined in the *Securities Act* (Alberta), will not become a "control person" of the Corporation by purchasing the number of Bonds subscribed for under this Subscription Agreement and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation;
- (ee) the Subscriber has not relied upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation except as expressly set forth herein or in the Offering memorandum;
- (ff) the funds representing the Aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) Act (Canada) (the "PCMLA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge: (i) none of the subscription funds to be provided by the Subscriber: (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
- (gg) the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing development. There is no assurance that such financing will be available and if available, on reasonable terms. Any such future financings may have a dilutive effect on current shareholders, including the Subscriber; and
- (hh) **the Subscriber acknowledges that an investment in the Bonds is subject to a number of risk factors. In particular, the Subscriber acknowledges that the Corporation is not a reporting issuer in any province of Canada and, as such, the applicable hold period may never expire. Accordingly, there is currently no market for any of the Bonds and one may never develop. It may be difficult or even impossible for a Subscriber to sell any of the Bonds. Resale of such Bonds will require the availability of exemptions from the prospectus requirements of applicable securities legislation, or the application for a discretionary order of the Securities commission or similar regulatory authority in the subscriber's province of residence permitting the trade. The Subscriber covenants and agrees to comply with the securities legislation of British Columbia, Alberta and Saskatchewan, and any other relevant securities legislation, orders or policies concerning the purchase, holding of, and resale of the Bonds.**

Timeliness of Representations, etc. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time (as defined herein), and will survive the completion of the distribution of the Bonds and any subsequent disposition by the Subscriber of any of the Bonds.

Indemnity. The Subscriber acknowledges that the Corporation and its counsel are relying upon the representations, warranties and covenants of the Subscriber set forth herein in determining the eligibility (from a securities law perspective) of the Subscriber (or, if applicable, the eligibility of another on whose behalf the Subscriber is contracting hereunder to subscribe for Bonds) to purchase Bonds under the Offering, and hereby agrees to indemnify the Corporation and its Directors, Officers, employees, advisers, affiliates, shareholders and agents (including their respective legal counsel) against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Subscriber undertakes to immediately notify the Corporation at 306 Memorial Drive NW, Calgary, AB, T2N 3C2, and the Corporation's counsel, Craig L. Bentham, Barrister and Solicitor at 605, 2303 4th Street SW, Calgary, AB, T2S 2S7 of any change in any statement or other information relating to the Subscriber set forth herein that occurs prior to the Closing Time.

Deliveries by Subscriber prior to Closing. The Subscriber agrees to deliver to Craig L. Bentham, counsel to the Corporation not later than 5:00 p.m. (Calgary time) on the day that is two business days before any Closing Date of which the Subscriber receives notice:

- (a) this duly completed and executed Subscription Agreement;
- (b) a certified cheque or bank draft made payable to "Craig L. Bentham, Barrister and Solicitor, in trust" in an amount equal to the Aggregate Subscription Amount, or payment of the same amount in such other manner as is acceptable to the Corporation;
- (c) properly completed and duly executed copies of the appropriate Investor qualification form(s) as described on page 2 of this Subscription Agreement; and
- (d) such other documents as may be requested by the Corporation as contemplated by this Subscription Agreement.

Consent to Collection of Personal Information. If the Subscriber is an individual, the Subscriber acknowledges that the Subscriber has provided, in this Subscription Agreement, to the Corporation information (the "Personal Information") of a personal nature that may or may not be protected under applicable privacy legislation. This information is being collected, used and may be disclosed by the Corporation for the following purposes (the "Purposes"):

- (a) in order to complete the Offering;
- (b) to be kept in the corporate records of the Corporation, on its securities registers and bondholders lists, maintained by the Corporation and/or the Corporation's transfer agent;
- (c) to be disclosed to securities/tax regulatory authorities or other government bodies as required and in accordance with applicable securities laws and tax laws;
- (d) as long as the Subscriber is a shareholder of the Corporation, to be disclosed to other third parties held to an obligation of confidentiality to the Corporation such as its legal counsel, its accountants, transfer agent, securities depository, or any other entity for: (i) the purpose of sending financial statements and other disclosure documentation required to be sent by law to the shareholders of the Corporation, and/or (ii) in the context of a proposed merger, business combination, acquisition, takeover bid or such other major transaction involving the Corporation and such other third party; and
- (e) to enforce the obligations contemplated by this Subscription Agreement.

The Subscriber or the person subscribing for the Bonds on behalf of a disclosed beneficial purchaser hereby consents to the collection, use and disclosure by the Corporation of the Personal Information for the Purposes.

Partial Acceptance or Rejection of Subscription. The Corporation may, in its absolute discretion, accept or reject the Subscriber's subscription for Bonds as set forth in this Subscription Agreement, in whole or in part, and the Corporation reserves the right to allot to the Subscriber less than the amount of Bonds subscribed for under this Subscription Agreement.

Notwithstanding the foregoing, the Subscriber acknowledges and agrees that the acceptance of this Subscription Agreement will be conditional upon among other things, the sale of the Bonds to the Subscriber being exempt from any prospectus and Offering memorandum requirements of applicable securities laws. The Corporation will be deemed to have accepted this Subscription Agreement upon the delivery at Closing of the certificates representing the Bonds to the Subscriber or upon the direction of the Subscriber in accordance with the provisions hereof.

If this Subscription Agreement is rejected in whole, any certified cheque(s) or bank draft(s) delivered by the Subscriber to the Corporation on account of the Aggregate Subscription Amount for the Bonds subscribed for will be promptly returned to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber to the Corporation exceeds the subscription price of the number of Bonds sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement, will be promptly delivered to the Subscriber without interest.

Time and Place of Closing. The sale of the Bonds will be completed at the offices of Craig L. Bentham, Barrister and Solicitor, Counsel to the Corporation, in Calgary, Alberta at 10:00 a.m. (Calgary time) or such other time as the Corporation may determine (the "Closing Time") on the Closing Date. The Corporation reserves the right to close the Offering in multiple tranches, so that one or more closings may occur after the initial closing.

Subject to Regulatory Approval. The obligations of the parties hereunder are subject to all required regulatory approvals being obtained.

Representations and Warranties of the Corporation. The Corporation hereby represents and warrants to the Subscriber (and acknowledges that the Subscriber is relying thereon) that:

- (a) the Corporation has the full corporate right, power and authority to execute and deliver this Subscription Agreement and to issue the Bonds to the Subscriber;
- (b) the Corporation is duly incorporated and validly subsisting, and is qualified to carry on business in each jurisdiction in respect of which the carrying out of the activities contemplated hereby make such qualification necessary;
- (c) the Corporation has complied or will comply with all applicable corporate and securities laws in connection with the offer and sale of the Bonds;
- (d) upon acceptance by the Corporation, this Subscription Agreement shall constitute a binding obligation of the Corporation enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the general principles of equity including the fact that specific performance is available only in the discretion of the court; and
- (e) the execution, delivery and performance of this Subscription Agreement by the Corporation and the issue of the Bonds to the Subscriber pursuant hereto does not and will not constitute a breach of or default under the constituting documents of the Corporation, or any law, regulation, order or ruling applicable to the Corporation, or any agreement to which the Corporation is a party or by which it is bound.

No Partnership. Nothing herein shall constitute or be construed to constitute a partnership of any kind whatsoever between the Subscriber and the Corporation.

Governing Law. The contract arising out of acceptance of this Subscription Agreement by the Corporation shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

Time of Essence. Time shall be of the essence of this Subscription Agreement.

Entire Agreement. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

Facsimile Copies. The Corporation shall be entitled to rely on delivery of a facsimile copy of executed subscriptions, and acceptance by the Corporation of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.

Counterpart. This Subscription Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Severability. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

Survival. The covenants, representations and warranties contained in this Subscription Agreement shall survive the closing of the transactions contemplated hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Interpretation. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof. In this Subscription Agreement, all references to money amounts are to Canadian dollars.

Amendment. Except as otherwise provided herein, this Subscription Agreement may only be amended by the parties hereto in writing.

Costs. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Bonds to the Subscriber shall be borne by the Subscriber.

Withdrawal. The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

Assignment. Neither party may assign all or part of its interest in or to this Subscription Agreement without the consent of the other party in writing.

Language. The Subscriber acknowledges that it has consented to and requested that all documents evidencing or relating in any way to the sale of the Bonds be drawn up in the English language only. **Le souscripteur reconnaît par les présentes avoir consenti et exigé que tous les documents faisant foi ou se rapportant de quelque manière à la vente des bons de souscription spéciaux soient rédigés en anglais seulement.**

SCHEDULE B

FORM 45-106F4

TO BE COMPLETED BY BRITISH COLUMBIA, ALBERTA and SASKATCHEWAN RESIDENTS

Risk Acknowledgement

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities commission has evaluated or endorsed the merits of these securities or the disclosure in the Offering memorandum.
- The person selling me these securities is not registered with a securities commission and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances.
- I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing \$ 149,000 in total; this includes any amount I am obliged to pay in future.

The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help affect sales of the Bonds. If an agent is retained, the agent will be paid aggregate fees and commissions of up to 10% of the gross proceeds realized on the Bonds sold by such agent. The Corporation may compensate its employees and consultants up to 10% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the bonds with respect to bonds not sold by an agent. The Corporation may compensate its Directors up to 10% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the Bonds with respect to the Bonds not sold by an agent.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

June 14, 2008

Date

Evelyn Ann Stewart

Signature of Purchaser

Evelyn Ann Stewart

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

**W
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You have 2 business days to cancel your purchase

To do so, send a notice to Fir Crest Finance Corp. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after the closing at which you agree to purchase the securities. You can send the notice by fax or email or deliver it in person to Fir Crest Finance Corp. at its business address. Keep a copy of the notice for your records.

The Issuer: Fir Crest Finance Corp. (the "Corporation" or the "Issuer")
306 Memorial Drive NW
Calgary, AB, T2N 3C2
Phone: (403) 313-0342
Fax: (403) 313-8609
Email: info@signaturecapital.ca

You are buying Exempt Market Securities

They are listed exempt market securities because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities commission.

There are restrictions on your ability to resell exempt market securities. Exempt market securities are more risky than other securities.

You will receive an Offering memorandum

Read the Offering memorandum carefully because it has important information about the issuer and its securities. Keep the Offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from an adviser or investment dealer registered with a securities commission. In Alberta, Manitoba, Newfoundland and Labrador, Northwest Territories, Nunavut, Prince Edward Island and Saskatchewan, to qualify as an Eligible Investor, you may be required to obtain that advice. Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information, call your local securities commission.

Alberta Securities Commission

4th Floor, 300 - 5th Avenue S.W.

Calgary AB T2P 3C4

Phone: (403) 297-6454

Fax: (403) 297-6156

<http://www.albertaSecurities.com>

British Columbia Securities Commission

701 West Georgia Street

P.O. Box 10142, Pacific Centre

Vancouver BC V7Y 1L2

Phone (604) 899-6500

Fax: (604) 899-6506

<http://www.bcsc.bc.ca>

Saskatchewan Financial Services Commission

800 – 1920 Broad Street

Regina, Saskatchewan S4P 3V7

Phone: (306) 787-5645

<http://www.sfsc@gov.sk.ca/default.shtml>

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

You are buying Exempt Market Securities

They are listed exempt market securities because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities commission.

There are restrictions on your ability to resell exempt market securities. Exempt market securities are more risky than other securities.

You will receive an Offering memorandum

Read the Offering memorandum carefully because it has important information about the issuer and its securities. Keep the Offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from an adviser or investment dealer registered with a securities commission. In Alberta, Manitoba, Newfoundland and Labrador, Northwest Territories, Nunavut, Prince Edward Island and Saskatchewan, to qualify as an Eligible Investor, you may be required to obtain that advice. Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information, call your local securities commission.

Alberta Securities Commission

4th Floor, 300 - 5th Avenue S.W.

Calgary AB T2P 3C4

Phone: (403) 297-6454

Fax: (403) 297-6156

<http://www.albertaSecurities.com>

British Columbia Securities Commission

701 West Georgia Street

P.O. Box 10142, Pacific Centre

Vancouver BC V7Y 1L2

Phone (604) 899-6500

Fax: (604) 899-6506

<http://www.bcsc.bc.ca>

Saskatchewan Financial Services Commission

800 – 1920 Broad Street

Regina, Saskatchewan S4P 3V7

Phone: (306) 787-5645

<http://www.sfsc@gov.sk.ca/default.shtml>

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

SCHEDULE C

COPY

REPRESENTATION LETTER - NATIONAL INSTRUMENT 45-106 ELIGIBLE INVESTOR

TO BE COMPLETED BY ALBERTA AND SASKATCHEWAN RESIDENTS WHO ARE SUBSCRIBING FOR MORE THAN \$10,000 IN BONDS.

The undersigned (the "Subscriber") hereby confirms and certifies to Fir Crest Finance Corp. that the Subscriber is purchasing the Bonds as principal, that the Subscriber is resident in the jurisdiction set out on the execution page hereof, and that the Subscriber is: [check appropriate boxes]

- ^{EAS} an "Eligible Investor", being a person or company whose [circle one or more]
 - (i) net assets, alone or with a spouse, exceed CDN \$400,000,
 - (ii) net income before taxes exceeded CDN \$75,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year, or
 - (iii) net income before taxes combined with that of a spouse exceeded CDN \$125,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year,
- a person or company of which a majority of the voting securities are beneficially owned by Eligible Investors or a majority of the Directors are Eligible Investors,
- a general partnership in which all of the partners are Eligible Investors,
- a limited partnership in which the majority of the general partners are Eligible Investors,
- a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are Eligible Investors,
- an Accredited Investor (as defined in National Instrument 45-106),
- a person who is a family member, close personal friend or close business associate as described in Section 2.5 of National instrument 45-106; or
- person or company that has obtained advice regarding the suitability of the investment and if the person or company is in a jurisdiction of Canada that advice has been obtained from an Eligibility Adviser (as defined in National Instrument 45-106).

EXECUTED by the Subscriber this 14 day of June, 2007/8 ^{EAS}

If a corporation, partnership or other entity:

If an Individual:

Signature of Authorized Signatory

Signature

Name and Position of Signatory

Print Name

Name of Purchasing Entity

Jurisdiction of Residence

Jurisdiction of Residence

Evelyn Ann Stewart

Evelyn Ann Stewart

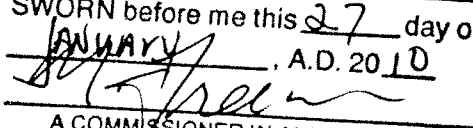
Alberta

Offering Memorandum

No securities regulatory authority has assessed the merits of these securities or reviewed this Offering Memorandum. Any misrepresentation to the contrary is an offence. The information disclosed on this page is a summary only. Purchasers should read the entire Offering Memorandum for full details about the Offering. This is a risky investment. See Item 8 Risk Factors.

Date: June 18, 2007

The Issuer: **Fir Crest Finance Corp.** (the "Corporation" or the "Issuer")
 306 Memorial Drive NW
 Calgary, AB, T2N 3C2
 Phone: (403) 313-0342
 Fax: (403) 313-8609
 Email: info@signaturecapital.ca

This is Exhibit "3" referred to in the Affidavit of ANN STEWART SWORN before me this 27 day of JANUARY, A.D. 2010

 A COMMISSIONER IN AND FOR THE PROVINCE OF ALBERTA

Currently listed or quoted? No. These securities do not trade on any exchange or market.

Reporting issuer? No.

SEDAR filer? No.

MARK C. FREEMAN
 Barrister & Solicitor

The Offering

Securities Offered	Series A - 14% compounding redeemable bonds (referred to herein as the "Series A Bonds") Series B - 12% compounding redeemable bonds (referred to herein as the "Series B Bonds") Series C - 14% fixed rate redeemable bonds (referred to herein as the "Series C Bonds") Series D - 12% fixed rate redeemable bonds (referred to herein as the "Series D Bonds") (collectively referred to herein as the "Bonds", the "bonds" or the "securities")
Price Per Security	\$100 per Bond
Minimum Offering	\$250,000 (2,500 Bonds)
Maximum Offering	\$3,000,000 (30,000 Bonds)
Minimum Subscription Per Investor - Series A & Series C Bonds	\$60,000 (600 Bonds)
Minimum Subscription Per Investor - Series B & Series D Bonds	\$10,000 (100 Bonds)
Payment Terms	Payment in full by certified cheque, trust cheque or bank draft of the subscription price is to be made with the delivery of a duly executed and completed Subscription Agreement. See Item 5.2 Subscription Procedures.
Proposed Closing Date(s)	Closings will take place periodically at the Corporation's discretion with the closing of the Minimum Offering of \$250,000 to occur on or before December 31, 2007.

Tax Consequences: There are important tax consequences to these securities. See Item 6 Income Tax Consequences and RRSP Eligibility.

Purchaser's rights: You have 2 business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See Item 11 Purchasers' Rights.

Resale restrictions: You will not be able to sell these securities except in very limited circumstances. You may never be able to resell these securities. See Item 10 Resale Restrictions.

Selling Agents: The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help effect sales of the Bonds. If an agent is retained, the agent will be paid aggregate fees and commissions of up to 10% of the gross proceeds realized on the Bonds sold by such agent. The Corporation may compensate its employees and consultants up to 10% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the Bonds with respect to Bonds not sold by an agent. The Corporation may compensate its Directors for soliciting subscriptions for the Bonds of up to 10% of the gross proceeds realized on the sale of the Bonds with respect to the Bonds not sold by an agent.

ITEM 1 - USE OF NET PROCEEDS

1.1 Net Proceeds and Available Funds

The following table discloses the net proceeds of this Offering (the "Offering"):

		Assuming Minimum Offering	Assuming Maximum Offering
A	Amount to be raised from the issuance of this Offering	\$250,000	\$3,000,000
B	Selling commissions ⁽¹⁾	\$25,000	\$300,000
C	Offering Costs ⁽²⁾	(\$12,144)	(\$12,144)
D	Net proceeds: D = A - (B + C)	\$212,856	\$2,687,856

⁽¹⁾ Assuming 10% of the gross proceeds of this Offering will be paid for selling commissions based upon Minimum and Maximum Offering amount.

⁽²⁾ The estimated costs include legal, consulting, accounting costs and other associated cost with this Offering. The Corporation has a working capital deficiency of \$12,144 as at June 18, 2007. The working capital has been advanced by Fir Crest Resort Development GP Ltd. ("FCD"), a related party, and will be repaid from the proceeds of this Offering. Simone Rousseau, an Officer and Director of the Corporation, is also an Officer and Director of FCD.

1.2 Use of Net Proceeds

The following table provides a detailed breakdown of how the Corporation will use the net proceeds of this Offering by the Corporation over the proceeding 12 months from the date of this Memorandum:

Description of intended use of available funds listed in order of priority	Assuming Minimum Offering	Assuming Maximum Offering
1. The majority of the net proceeds of this Offering will be loaned to FCD* for the following purposes: (a) To allow the FCD to purchase the Lands; and (b) To allow FCD to proceed with the stratification and subdivision of the Lands. See Item 2.3 - Our Business.	\$210,356	\$2,672,856
2. To pay for all management, administration and operating expenses incurred by the Corporation in the conduct of its business. See Item 2.8.2 Administration Agreement with Eyeologic Systems Inc. and Item 2.8.3 Consulting Agreement with KMC Capital Inc.	\$2,500	\$15,000
Total	\$212,856	\$2,687,856

* FCD is the general partner of the Fircrest Resort Development Limited Partnership ("FCLP") which is a limited partnership constituted pursuant to the Partnership Act (Alberta). See Item 2.3 Our Business for additional information with respect to FCD.

Simone Rousseau and Pablo Galvez, the Officers and Directors of the Corporation, together with Guy Rousseau, the Promoter of this Offering, are the Officers and Directors of Signature Capital Inc. ("SCI") and together own 100% of the issued and outstanding shares of SCI. SCI owns 40% of the issued and outstanding shares in the Corporation and as of the date of this Memorandum owns 50% of the limited partnership units in FCLP. See Item 2.3 Our Business.

1.3 Reallocation

The Corporation intends to use the net proceeds of this Offering as stated. The Corporation will reallocate the net proceeds only for sound business reasons.

1.4 Working Capital Deficiency

The Corporation has a working capital deficiency of \$12,144 which will be eliminated from the proceeds of this Offering.

ITEM 2 - BUSINESS OF THE CORPORATION

2.1 Business Structure

The Corporation was incorporated under the Business Corporations Act (Alberta) pursuant to a certificate of incorporation dated May 10, 2007. The Corporation's registered office is located at 605, 2303 - 4th Street SW, Calgary, Alberta, T2S 2S7. The Corporation is controlled by Eyeologic Systems Inc. ("Eyeologic"), a public corporation listed on the TSX Venture Exchange, and trading under the symbol Eye.A. Information relative to Eyeologic can be reviewed at www.sedar.com.

2.2 Voting Control - Eyeologic Systems Inc.

Voting control of the Corporation by Eyeologic is to ensure that the Bonds issued pursuant to this Offering are a qualified Registered Retirement Savings Plan ("RRSP") investment.

Eyeologic's control and interest in the Corporation is to earn administration fees and not to participate in the profits of the Corporation pursuant to its agreement with the Corporation (the "Eyeologic Agreement"). See Item 2.8.2 - Agreement with Eyeologic Systems Inc. Specifically,

- (a) Eyeologic's shares in the Corporation are non-participating (are not entitled to dividends);
- (b) The Eyeologic Agreement states that Eyeologic cannot acquire any additional shares of the Corporation without the approval of the majority of the minority of shareholders of the Corporation;
- (c) Eyeologic cannot increase the administration fees pursuant to the Eyeologic Agreement without the approval of the majority of the minority shareholders of the Corporation;
- (d) Eyeologic will not sell its shares of the Corporation while the Eyeologic Agreement is in force and will, at the termination of the Agreement, return all of its shares to the treasury of the Corporation for six hundred dollars; and
- (e) Eyeologic will not benefit from its position as a shareholder except as described in the Eyeologic Agreement and should it receive any benefit in addition to the administration fee, the benefit will be returned to the Corporation for ten dollars.

An investor in these securities should understand that Eyeologic's assets and management are not in any way committed to the activities of the Corporation other than organizing the annual shareholder meeting and voting its shares at shareholders' meetings of the Corporation. Eyeologic does not encourage or discourage an investment in the Corporation.

2.3 Our Business

The Corporation is in a start up phase of development and has not carried on any business prior to this Offering and has no financial or development history. Since incorporation, the Corporation has been engaged in the preparation of this Offering, which has included, among other things, putting in place a management team, Board of Directors and retaining legal counsel.

The Corporation is raising funds for the purpose of loaning the majority of the net proceeds of this Offering to FCD (the "Loan"). The purpose of the Loan is to facilitate acquisition by FCD of all of the issued and outstanding shares of A. Virginia Wilson Holdings Ltd, a federal company incorporated under the laws of Canada ("Wilson Holdings") and upon acquisition of the shares in Wilson Holdings (the "Wilson Shares"), to allow FCD to proceed with the stratification and development of certain lands owned by Wilson Holdings as more particularly described in Item 2.3.2 hereof (the "Project").

FCD will manage the Project for the benefit of the limited partners of FCLP.

As of the date of this Memorandum, the limited partners of FCLP and their respective interests in FCLP are as follows:

Name	Number of Units
Urban Elements Development Corp.	60 Series A
Signature Capital Inc.	60 Series A
Total	120 Series A

FCD will pay 8% of the aggregate of the Loan amount as a management fee with respect to the development of the Project, to be allocated as to one half to SCI and one half to Urban Elements Development Corp. ("UE"). See Item 2.3.2 The Project.

Donna Breen and Marty Fletcher are the Officers and Directors of UE.

Marty Fletcher is the sole shareholder of UE.

Simone Rousseau and Pablo Galvez, the Officers and Directors of the Corporation, together with Guy Rousseau, the Promoter of this Offering, own 100% of the issued and outstanding shares in Signature Capital Inc.

2.3.1 The Lands

FCD has been assigned the rights as Purchaser pursuant to a purchase contract between Marty Fletcher and Rainer Rudolf Peters and Jane Mary Patricia Peters (collectively the "Vendors"), dated January 24th, 2007 by Marty Fletcher, pursuant to which FCD will acquire all of the Wilson Shares for a purchase price of \$1,550,000 (the "Purchase Agreement"). In acquiring the Wilson Shares, Wilson Holdings will become a wholly owned subsidiary of FDC. Alternatively, upon the advice of its accounting advisors, FCD may amalgamate with Wilson Holdings upon acquisition of the Wilson Shares.

Amongst the assets of Wilson Holdings are the following lands located on lake Lac La Hache in north central, British Columbia

The legal description of these lands is as follows:

Parcel identifier 013-397-478

Parcel A (38046E) (Plan B6004) of District Lot 5037 Lillooet District Except Plans 6842, 2103055 and KAP77955 (the "Lands")

The Lands are comprised of a camping and fishing resort and include over 14 acres with 1400 feet of frontage on the lake.

The Lands currently include a campground with 70 serviced "RV" sites, 25 tenting sites, an owner's suite, a general store, a community hall, and 10 cabins.

Deposits in the amount of \$151,000 have been paid by Marty Fletcher to the Vendors under the Purchase Agreement and will be repaid from the proceeds of the Loan. The Purchase Agreement has a closing date of October 1, 2007.

2.3.2 The Project

If successful in acquiring Wilson Holdings, FCD intends that portion of the Lands which currently includes the RV sites and cabins will be stratified and sold individually as RV sites. All existing cabins on the Lands will be removed. FDC intends that any remaining portion of the Lands will be landscaped and if commercially reasonable, serviced, stratified, and sold as additional units of the Project.

FCD anticipates that the final stratification of the Project will consist of 125 RV lots. Approvals necessary for rezoning and stratification of the Project will be made primarily through the Cariboo Regional District and the Ministry of Transportation. Additional approvals required for the Project include regional Shoreline Management Policy, Ministry of Land, Water and Air Protection, Local Health Authority, and BC Hydro.

FCD has retained an engineering firm that specializes in zoning approvals to coordinate all necessary applications associated with the Project. Once the zoning application is approved by the Cariboo Regional District, informational notices are communicated to the general public and two public hearings are held. The timing for completion of the zoning application is approximately 6 months from the submission of the preliminary application.

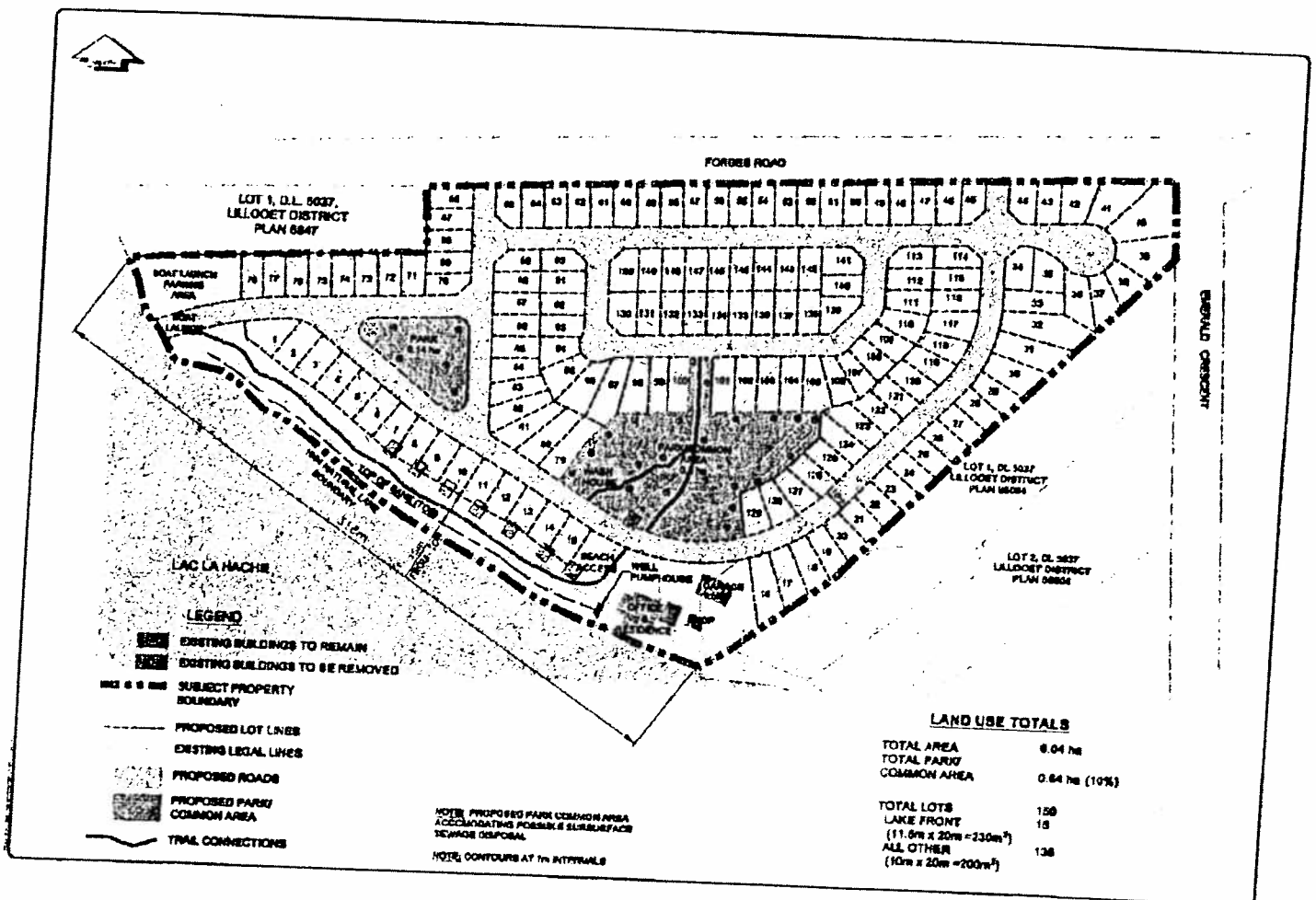
The stratification process will also be initiated by an engineering firm with the anticipated time frame of approximately 6 months from the submission of preliminary application.

This application is submitted to the Ministry of Transportation for British Columbia. The Ministry will then, in turn, require the Ministry of Land, Water and Air Protection and the local health region to verify the water and sewage proposals of the Project meet all government standards before final approval is granted.

FCD anticipates that construction on the Project will commence October 1, 2007 with completion estimated to occur in the summer of 2008.

2.3.3 Project Overview

The following is an overview of the proposed stratification of the Lands.



2.3.4 Capital Requirements for the Development of the Project

The capital costs for the Project have been estimated by FDC as follows (collectively the "Project Costs"):

\$ 1,550,000	Acquisition of the Wilson Shares
\$ 500,000	Lot preparations
\$ 500,000	Upgrading sewage system
\$ 100,000	Upgrading power output
\$ 175,000	Professional fees/reports
\$ 100,000	Upgrading/removing existing buildings
\$ 500,000	General expenses –including:
	• fencing and gates - \$125,000,
	• roads - \$100,000
	• landscaping -\$125,000
	• Improvement and upgrading of resort amenities* - \$150,000
\$ 400,000	Management Fees ⁽¹⁾
\$ 500,000	Sales Commissions ⁽²⁾
\$ 750,000	Interest Charges ⁽³⁾
\$ 5,200,000	Total Project Budget

*Amenities include improvements to or construction of a community recreation hall, the laundry/shower building, boat launch, public beach, picnic area and playground.

⁽¹⁾ Represents 8% of the proceeds of the Loan and the FCC Loan (see **Item 2.3.5**) which will be paid as a management fee with respect to the development of the Project, 4% of the aggregate of this amount will be paid to each of SCI and UE.

⁽²⁾ Represents commissions payable by each of the Corporation and FCC (see **Item 2.3.5**) for the sale of their securities pursuant to their respective Offerings.

⁽³⁾ Represents anticipated interest payable by FCD pursuant to the Loan and the FCC Loan (See **Item 2.3.5**).

The estimated Project Costs are subject to certain uncertainties and factors which could cause actual results or events to differ materially from these estimates. Although the Corporation believes that the estimates provided by FCD are reasonable, no assurance can be given that the estimates are in all material respects correct or that they will not be greater than anticipated. As such the estimated Development Costs are expressly qualified in their entirety by this cautionary statement. **See Item 8 Risk Factors.**

FCD intends to fund the Project Costs from the following sources:

- (i) The Loan from the Corporation;
- (ii) A loan from Fir Crest Capital Corp., a related party (See **Item 2.3.5**);
- (iii) Institutional or third party lenders, if required; or
- (iv) Loans from either or both of UE and SCI.

2.3.5 The Loan from Fir Crest Capital Corp.

FCD intends on entering into a loan agreement with Fir Crest Capital Corp. ("FCC"), a related party*, to fund a portion of the Project Costs (the "FCC Loan").

FCC is seeking to raise funds through the issue of its securities being Units comprised of a 6.25% bond and 1 Class B share pursuant to an Offering Memorandum dated June 18, 2007 (the "FCC Offering"). Proceeds from the FCC Offering will be advanced by FCC to fund the FCC Loan. Some of the anticipated terms of the FCC Loan are as follows:

- **Loan Amount:** The aggregate of the FCC Loan will be between \$210,356 to a maximum amount of \$1,777,856 and will be contingent upon on the amount of proceeds raised pursuant the FCC Offering;
- **Interest Rate:** 6.75% per annum.
- **Maturity Date:** June 30, 2009.
- **Payments:** Principal amount to be repaid on the Maturity Date. FCD shall make quarterly payments of interest only on March 31, June 30, September 30, and December 31 of each year during the term of the FCC Loan. The FCC Loan may be repaid in full at any time without penalty to FCD.
- **Fees, Commissions, and Costs:** FCD will pay FCC a loan fee equal to all fees, commissions, and costs incurred by FCC with respect to the FCC Offering and the FCC Loan.
- **Security:** The FCC Loan shall be secured by way of a second mortgage against title to the Lands (subordinate to the mortgage in favour of the Corporation. See Item 2.8.1), subject to the qualification set forth below, together with such other commercially reasonable security as shall be agreed to between FCC and FCD. The FCC mortgage may be subordinated to other acquisition or development financing obtained by FCD with respect to the Project.
- **Additional Consideration:** As consideration for advancing the FCC Loan, FCD will issue to FCC limited partnership units equal to up to 25% of the units then issued and outstanding in the FCLP on the following basis:

$X/1,777,856$ (maximum of the FCC Loan amount) \times 40 (maximum number of limited partnership units to be issued to FCC by FCLP) = Y

Where X equals the aggregate of the FCC Loan advanced to FCD and Y equals the number of limited partnership units issued in FCLP to FCC.

FCD will pay 8% of the aggregate of the FCC Loan proceeds as a management fee with respect to the Project, to be allocated as to one half to SCI and one half to UE.

*Simone Rousseau and Pablo Galvez, Officers and Directors of the Corporation are also Officers and Directors of FCC. SCI, a shareholder of the Corporation, also owns 40% of the issued and outstanding Class A Preferred shares of FCC.

2.4 Development of Business

The Corporation intends to use the net proceeds of this Offering for the purposes described in Item 1.2 – Use of Net Proceeds.

2.5 Long Term Objectives

The Corporation's long-term goal is to raise up to \$3,000,000 and lend the majority of those proceeds to FCD for the purposes outlined in Item 1.2 Use of Net Proceeds, to manage the collection of interest and principal from the Loan and to provide a return to purchasers of securities pursuant to this Offering.

2.6 Short Term Objectives and How the Corporation Intends to Achieve Them

The Corporation's goal for the next seven (7) months is to raise up to \$3,000,000, the net proceeds of which will be used for the purposes outlined in Item 1.2 Use of Net Proceeds.

The following outlines the Corporation's short-term objectives and the methods and costs associated with the achievement of such:

What we must do and how we will do it	Target completion date or, number of months to complete	Our cost to complete
Raise up to \$3,000,000, the net proceeds of which will be used for the purposes outlined in Item 1.2 Use of Net Proceeds.	7 months	\$312,144

2.7 Insufficient Proceeds and Cash Reserves

The majority of funds raised pursuant to this Offering will be committed to the Loan. The Corporation does not intend to hold any significant cash reserves, other than those amounts necessary to pay for all management, administration and operating expenses incurred by the Corporation in the conduct of its business. The purchaser of these securities is not required to contribute any additional funds over and above its subscription amount.

The proceeds of the Offering may not be sufficient to accomplish all of the Corporation's proposed objectives and there is no assurance that the conditions of the Loan will be met to allow it to be advanced.

2.8 Material Agreements

The following are the key terms of all material agreements which the Corporation has entered into or expects to enter into and which can reasonably be regarded as presently being material to the Corporation or a prospective purchaser of these securities being offered pursuant to this Offering.

2.8.1 Loan Agreement with FCD

The Corporation intends to enter into a loan agreement with FCD, some of the anticipated terms of which are summarized below:

- (a) **Loan Amount:** The aggregate of the Loan will be between \$210,356 to a maximum amount of \$2,672,856 and will be contingent upon on the amount of funds raised pursuant to this Offering.
- (b) **Interest Rate:** The interest rate for the Loan will be calculated on the basis of the following formula:
 - The aggregate number of Series A Bonds subscribed for as a percentage of the total number of Bonds subscribed for under this Offering multiplied by 15.54 (effective rate of 14% compounded semi-annually for 2 years); plus
 - The aggregate number of Series B Bonds subscribed for as a percentage of the total number of Bonds subscribed for under this Offering multiplied by 13.12 (effective rate of 12% compounded semi-annually for 2 years); plus
 - The aggregate number of Series C Bonds subscribed for as a percentage of the total number of Bonds subscribed for under this Offering multiplied by 14; plus
 - The aggregate number of Series D Bonds subscribed for as a percentage of the total number of Bonds subscribed for under this Offering multiplied by 12; plus
 - 0.5.
 - With the resulting sum being the interest rate payable during the term with respect to the principal sum of the Loan.

For example: Series A Bonds $0.2 \times 15.54 = 3.108$ + Series B Bonds $0.1 \times 13.12 = 1.312$ + Series C Bonds $0.3 \times 14 = 4.2$ + Series D Bonds $0.4 \times 12 = 4.8$

Total $13.42 + 0.5 = 13.92\%$ as the interest rate payable under the Loan.

(c) **Maturity Date:** June 30, 2009.

(d) **Payments.** Principal amount to be repaid on the Maturity Date.

FCD shall make quarterly payments of interest only on March 31, June 30, September 30, and December 31 of each year of the term of the Loan on the aggregate proceeds raised by the Corporation from the sale of Series C and Series D Bonds pursuant to this Offering.

The Loan may be repaid in full at any time without penalty to FCD.

(e) **Security:** The Loan shall be secured by way of a first mortgage against title to the Lands (subject to the qualification set forth below) together with such other commercially reasonable security as shall be agreed to between the Corporation and FCD. The mortgage may be subordinated to other acquisition or development financing obtained by FCD with respect to the Project.

(f) **Fees and Costs:** FCD will pay the Corporation a loan fee equal to all fees, commissions, and costs incurred by the Corporation with respect to this Offering and the Loan.

2.8.2 Administration Agreement with Eyelogic Systems Inc. *

The Corporation has entered into an agreement with Eyelogic dated June 18, 2007, the terms of which are summarized below (the "Eyelogic Agreement"):

- (a) The Corporation shall pay Eyelogic an annual administration fee equal to 1/20 of 1% of proceeds in excess of \$500,000 raised from Registered Plans pursuant to this Offering;
- (b) The term of the Eyelogic Agreement is for a minimum period of 2 years; and
- (c) See Item 2.2 for additional terms of the Eyelogic Agreement.

* As of the date of this Offering, Eyelogic owns 60% of the issued and outstanding shares in the Corporation. See Item 3.1 - Compensation and Securities Held.

2.8.3 Consulting Agreement with KMC Capital Inc. ("KMC")

The Corporation has entered into an agreement with KMC dated June 18, 2007, the terms of which are summarized below (the "KMC Agreement"):

- (a) On the Corporation's behalf, KMC has arranged the participation of Eyelogic Systems Inc. as controlling shareholder of the Corporation;
- (b) The Corporation shall pay KMC an annual fee equal to the greater of \$2,500 or 9/20 of 1% of proceeds raised from Registered Plans pursuant to this Offering; and
- (c) The term of the KMC Agreement is for a minimum period of 2 years.

The aggregate amount of fees paid to Eyelogic and KMC pursuant to items 2.8.2 and 2.8.3 will total the greater of \$2,500 or 1/2 of 1% of proceeds raised from Registered Plans pursuant to this Offering.

An Officer and Director of Eyelogic is also an Officer, Director and shareholder of KMC.

ITEM 3 - DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

3.1 Compensation and Securities Held

The following table provides the specified information about each Officer, Director and Promoter of the Corporation and each person who directly or indirectly beneficially owns or controls 10% or more of any class of voting securities of the Corporation (a "Principal Holder"). Where the Principal Holder is not an individual, the following table provides the name of any person that directly or indirectly, beneficially owns or controls more than 50% of the voting rights of the principal holder. The Corporation has not completed its first financial year and no compensation has been paid since its inception:

Name and municipality of principal residence	Position held	Compensation paid by the Corporation since inception and the compensation anticipated to be paid in current financial year	Number, type and percentage of securities held after completion of the Minimum Offering	Number, type and percentage of securities held after the completion of the Maximum Offering
Eyelogic Systems Inc. Calgary, Alberta	Shareholder	\$1500 ⁽¹⁾	60,000 Class A Preferred Shares (60%)	60,000 Class A Preferred Shares (60%)
Simone Rousseau Calgary, Alberta	President and Director	(2)	NII	NII
Pablo Galvez Calgary, Alberta	Vice President and Director	(2)	NII	NII
Guy Rousseau Calgary, Alberta	Promoter	(2)	NII	NII
Signature Capital Inc. Calgary, Alberta	Shareholder	(2)	40,000 Class A Preferred Shares (40%)	40,000 Class A Preferred Shares (40%)

⁽¹⁾ Assumes the maximum amount payable under the Eyelogic Agreement. See Item 2.8.2 Agreement with Eyelogic Systems Inc.

⁽²⁾ Simone Rousseau, Guy Rousseau and Pablo Galvez own 100% of the issued and outstanding share in SCI. SCI will be paid 4% of the Loan proceeds as management fee by FCD (See Item 2.3 Our Business). In addition, SCI may be paid commissions by the Corporation for the sale Bonds pursuant to this Offering. See Item 7 Compensation Paid to Sellers and Finders. SCI will also own up to 50% of the limited partnership units in the First Crest Resort Limited Partnership.

3.2 Management Experience

The names and principal occupations of each of the senior Officers and Directors of the Corporation over the past five years are as follows:

Name and Position	Principal Occupation and Related Experience
<p>Simone Rousseau President and Director</p>	<p>North Summers Finance Corp., Officer and Director, April 2007 – Present North Summers Capital Corp., Officer and Director, April 2007 - Present Francois Finance Corp., Officer and Director, January 2007 – Present Francois Capital Corp., Officer and Director, January 2007 -Present Birch Bay Developments GP Ltd., Officer and Director, November 2006 – Present City Park Developments, Officer and Director, November 2006 – Present Poplar Grove Developments GP Ltd., Officer and Director, November 2006 – Present Puntzi Lake Capital Corp., Officer and Director, November 2006 – Present Signature Capital Inc., President, March 2006 – Present Canpro Photography Ltd., Secretary, February 2006 – Present Canpro Photography Ltd., Partnership, July 2001 - February 2006</p>
<p>Pablo Galvez Vice President and Director</p>	<p>North Summers Finance Corp., Officer and Director, April 2007 – Present North Summers Capital Corp., Officer and Director, April 2007 - Present Francois Finance Corp., Officer and Director, January 2007 – Present Francois Capital Corp., Officer and Director, January 2007 – Present Puntzi Lake Capital Corp., Officer and Director, November 2006 – Present Signature CM2, Vice President, May 2006 – Present Signature Capital Inc., Vice-President, March 2006 – Present Canpro Photography Ltd., President, February 2006 – Present Canpro Photography Ltd., Partnership, July 2002 - February 2006</p>

3.3 Penalties, Sanctions and Bankruptcy

There are no penalties or sanctions that have been in effect during the last ten (10) years against an Officer, Director or control person of the Corporation or against a company of which any of the foregoing was a senior Officer, Director or control person.

No declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets, has been in effect during the last ten (10) years with regard to those individuals or any companies of which any of those individuals was an Officer, Director or control person at that time.

ITEM 4 - CAPITAL STRUCTURE

4.1 Share Capital

Description of Security	Number of authorized to be issued	Number outstanding as at June 18, 2007	Number outstanding assuming completion of Minimum Offering	Number outstanding assuming completion of Maximum Offering
Class A Preferred Shares	Unlimited	100,000	100,000	100,000

Class A Preferred Shares and Class B Common Shares

- (a) The Corporation is authorized to issue an unlimited number of Class A Preferred shares (the "Class A shares") having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

Voting Rights - The holders of the Class A Shares shall be entitled to receive notice of, to attend and to vote at all meetings of the shareholders of the Corporation. Each Class A Share shall confer on the holder thereof the right to one vote in person or by proxy at all meetings of shareholders of the Corporation.

Dividend Entitlement - The holders of Class A Shares are not entitled to participate in the profits of the Corporation and are not entitled to receive any dividends.

Entitlement on Dissolution or Winding-Up - In the event of a reduction of capital or the liquidation, dissolution or winding-up of the Corporation or other distribution of property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs (a "Winding-Up Event"):

- (i) Prior to the Class A shareholders receiving any consideration in the occurrence of a Winding-Up Event, any bondholders of the Corporation at the time of such Event shall be entitled to receive from the Corporation an amount equal to the face value of their bond together with any accrued interest thereon up to the date of payment (the "Redemption Amount") in priority to any distribution of any of the Corporation's assets or property to the Class A Shareholders. If the Corporation does not have sufficient property or assets to pay the aggregate of the Redemption Amount then each bondholder will be entitled to their pro rata share of the Corporation's property or assets in priority to the Class A shareholders; and
 - (ii) The holders of the Class A Shares shall be entitled to receive an amount equal to the aggregate amount paid up capital on the Class A Shares held by them respectively after repayment of the aggregate Redemption Amount and in the event that there is not sufficient property or assets to return the entire amount of paid up capital thereon to all shareholders, the amount available for distribution shall be distributed to the shareholders on a pro rata basis according to the number of Class A Shares owned by each shareholder.
- (b) The Corporation is authorized to issue an unlimited number of Class B Common Shares having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

Voting Rights - The holders of the Class B Shares shall not be entitled to receive notice of, to attend or vote at any meetings of the shareholders of the Corporation.

Dividend Entitlement - The right, subject to any preferential rights attaching to any other class or series of shares of the Corporation, to receive dividends as, when and if declared on the Class B Common shares by the Corporation. No dividend may be declared or paid on the Class B Common shares if payment of the dividend would cause the realizable value of the Corporation's assets to be less than the aggregate of its liabilities and the amount required to redeem any bonds issued by the Corporation then outstanding having attached thereto a right of redemption or retraction.

Entitlement on Dissolution or Winding-Up - The right, subject to any preferential rights attaching to any bonds issued by the Corporation, to share in the remaining property of the Corporation upon dissolution after all the Class A Shareholders have received payment of the aggregate amount of paid up capital held by each Class A shareholder.

4.2 Long Term Debt

As of June 18, 2007, the Corporation does not have any outstanding long term debt. If the Corporation is successful in raising funds pursuant to this Offering, it will have the following unsecured debt obligations pursuant to the issue of Bonds by the Corporation:

Description of Security	Number authorized to be issued	Number outstanding as at June 18, 2007	Number outstanding assuming completion of Minimum Offering	Number outstanding assuming completion of Maximum Offering
Series A 14% compounding redeemable, Bonds ⁽¹⁾	30,000	Nil	2500 ⁽¹⁾ Representing a debt obligation of \$250,000 to subscribers under this Offering plus 12-14% interest per annum thereon	30,000 ⁽¹⁾ Representing a debt obligation of \$3,000,000 to subscribers under this Offering plus 12-14% interest per annum thereon
Series B 12% compounding redeemable, Bonds ⁽¹⁾				
Series C 14% fixed rate redeemable, Bonds ⁽¹⁾				
Series D 12% fixed rate redeemable, Bonds ⁽¹⁾				

⁽¹⁾ See Item 5.1 - Securities Offered for a description of the terms of the Bonds.

4.3 Prior Sales

As of June 18, 2007, there are 100,000 Class A Preferred Shares of the Corporation issued and outstanding.

Shares of the Corporation:

Date of issuance	Type of Security issued	Number of Securities issued	Price per Security	Total funds received
May 10, 2007	Class A Preferred Shares	40,000	\$0.01 per 1 Class A Preferred Share	\$400
May 11, 2007	Class A Preferred Shares	60,000	\$0.01 per 1 Class A Preferred Share	\$600

ITEM 5 - SECURITIES OFFERED

5.1 Terms of Securities:

Securities: The securities being offered pursuant to this Offering are redeemable bonds. The price of each Bond is \$100. The minimum number of Bonds that must be purchased by a subscriber is as follows:

- Series A Bonds: six hundred (600) Bonds requiring a minimum investment of \$60,000;
- Series B Bonds: one hundred Bonds (100) requiring a minimum investment of \$10,000;
- Series C Bonds: six hundred (600) Bonds requiring a minimum investment of \$60,000;
- Series D Bonds: one hundred Bonds (100) requiring a minimum investment of \$10,000;

There is no maximum number of Bonds allocated to any Purchaser.

Term: Subject to the Corporation's right of early redemption, the Corporation shall redeem the Bonds through the payment of the principal amount of the Bonds and all accrued and unpaid interest thereon on the Maturity Date (as defined below).

Right of Early Redemption: The Corporation may redeem the Bonds by payment of the principal sum of the Bonds plus any unpaid and outstanding accrued interest to the date of such redemption at any time during the term of the Bonds by giving the bondholder 14 days prior written notice of its intention to redeem.

Interest: Each Bond will entitle the holder thereof to the following rate of interest from the date of issue:

- Series A Bonds: 14% cumulative (compounded semi-annually) interest per annum;
- Series B Bonds: 12% cumulative (compounded semi-annually) interest per annum;
- Series C Bonds: 14% simple interest per annum;
- Series D Bonds: 12% simple interest per annum; and

Interest on the Series A and B Bonds will be paid in a lump sum payment of the Maturity Date unless the Bonds are redeemed prior to the Maturity Date as provided for below.

Interest shall be payable quarterly on the Series C and Series D Bonds on March 31, June 30, September 30, and December 31 of each year during the term of the Bonds.

Maturity and Redemption: Subject to the Corporation's right of early redemption, the Bonds shall mature on June 30, 2009 (the "Maturity Date") and shall be redeemed through the payment of the principal sum of the Bonds together with all accrued and unpaid interest thereon.

Obligations Unsecured: The Corporation's debt obligations represented by the Bonds are unsecured obligations and will rank pari passu amongst themselves and with all other unsecured and unsubordinated obligations of the Corporation except for such preferences as provided for under applicable law.

Funding of Redemption: Management of the Corporation shall have sole discretion in how the Corporation will fund or finance the redemption of the Bonds. Management may decide to use its existing cash on hand if any, raise additional capital or equity in the Corporation, or borrow money to accomplish the redemption of the Bonds or use a combination of the above methods. There is no assurance that any of the above methods of funding the redemption of the Bonds will be successful or if accomplished will raise enough funds to redeem all of the Bonds. It is possible that the Corporation may not have the financial ability to redeem all or any Bonds upon maturity. In that event the provisions contained under the title "Entitlement on Liquidation, Dissolution and Winding Up" may apply. See Item 4.1 Share Capital.

Limited Recourse: Recourse under the Bonds will be limited to the principal sum of the Bonds plus any unpaid and outstanding accrued interest thereon. There is no additional recourse by the bondholder for any deficiency in value of the Bonds in the event of non-payment or default by the Corporation of redemption of the Bonds at maturity.

An investor in these securities should understand that EyeLogic's assets and management are not in any way committed to the activities of the Corporation and EyeLogic does not encourage or discourage participation in this Offering.

5.2 Subscription Procedure

(a) Subscription Documents

Subscribers wishing to subscribe for Bonds will be required to enter into a Subscription Agreement with the Corporation which will contain, among other things, representations and warranties by the subscriber that it is duly authorized to purchase the Bonds, that it is purchasing the Bonds as principal and for investment and not with a view to resale and as to its corporate or other status to purchase the Bonds and that the Corporation is relying on an exemption from the requirements to provide the subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Alberta) and other applicable securities laws, and, as a consequence of acquiring the securities pursuant to this exemption, certain protections, rights and remedies, provided by the *Securities Act* (Alberta) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the subscriber.

Reference is made to the Subscription Agreement attached as Schedule A to this Offering Memorandum for the terms of these representations, warranties and covenants.

In order to subscribe for Bonds, a purchaser must complete, execute and deliver the following documentation to Craig L. Bentham, Barrister and Solicitor, at 605, 2303 - 4th Street SW, Calgary, AB, T2S 2S7:

- (a) One (1) completed and signed copy of the Subscription Agreement (including any schedules attached thereto);
- (b) A certified cheque, trust cheque or bank draft in an amount equal to the Aggregate Subscription Amount (as set forth in the Subscription Agreement), payable to "Craig L. Bentham, Barrister and Solicitor, in Trust";
- (c) Completed and executed copies of the appropriate investor qualification form(s). The appropriate form(s) to be completed depend on your place of residence and on the amount of your investment:
 - (i) If you are resident in British Columbia, you must submit one (1) completed and signed copy of the Risk Acknowledgment Form attached to the Subscription Agreement as Schedule B;
 - (ii) If you are resident in Alberta or Saskatchewan, you must submit one (1) completed and signed copy of the Risk Acknowledgment Form attached to the Subscription Agreement as Schedule B; and
 - (iii) If you are resident in Alberta or Saskatchewan and your investment is greater than \$10,000, you must submit one (1) completed and signed copy of the Representation Letter attached to the Subscription Agreement as Schedule C.

Subject to applicable securities laws, and the Purchaser's two-day cancellation right, a subscription for Bonds - evidenced by a duly completed Subscription Agreement delivered to the Corporation shall be irrevocable by the Subscriber. **See Item 11 Purchasers' Rights.**

Subscriptions for Bonds will be received, subject to rejection and allotment, in whole or in part, and subject to the right of the Corporation to close the subscription books at any time, without notice. If a subscription for Bonds is not accepted, all subscription proceeds will be promptly returned to the Subscriber without interest.

Closings may occur periodically as determined by the Corporation. It is expected that certificates representing the Bonds will be available for delivery within a reasonable period of time after the relevant closing date(s). If the Minimum Offering amount of \$250,000 is not met prior to the final closing date of December 31, 2007, collected funds will be returned to the respective parties by January 15, 2008 without interest.

The subscription funds will be held in trust until midnight of the second business day subsequent to the date that each Subscription Agreement is signed and accepted by the Corporation.

(b) Distribution

The offering is being conducted in the Provinces of British Columbia, Alberta and Saskatchewan pursuant to the exemptions from the prospectus requirements afforded by Section 2.9 of National Instrument 45-106 Prospectus and Registration Exemptions ("NI 45-106").

The exemption pursuant to Section 2.9 of NI 45-106 is available for distributions to investors in British Columbia, Alberta and Saskatchewan purchasing as principals, who receive this Offering Memorandum prior to signing the Subscription Agreement and who sign a Risk Acknowledgment Form attached to the Subscription Agreement as Schedule B. In addition, Alberta and Saskatchewan investors relying on the exemption set out in Section 2.9 of NI 45-106 and that purchase Bonds with an acquisition cost of more than \$10,000 must also sign the Representation Letter attached to the Subscription Agreement as Schedule C.

The foregoing exemptions relieve the Corporation from the provisions of the applicable securities laws of each of the Provinces of British Columbia, Alberta and Saskatchewan which otherwise would require the Corporation to file and obtain a receipt for a prospectus. Accordingly, prospective investors for Bonds will not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by securities regulatory authorities.

The exemptions from the registration requirements contained in the applicable securities laws of each of the Provinces of British Columbia, Alberta and Saskatchewan allow the Corporation to offer the Bonds for sale directly to the investors.

ITEM 6 - INCOME TAX CONSEQUENCES AND RRSP ELIGIBILITY

You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you.

6.1 Summary of Principle Federal Income Tax Consequences

Qualified Investments for RRSP and RRIF

The Income Tax Act [Canada] (the "Tax Act") and regulations (the "Regulations") provide generally that a bond or similar obligation of a Canadian corporation (as defined in the Tax Act) which is controlled directly or indirectly by one or more corporations whose shares are listed on a prescribed stock exchange in Canada will constitute a "qualified investment" for an RRSP or RRIF (each a "Registered Plan").

The Corporation is a Canadian corporation. As a result, **THE BONDS WILL CONSTITUTE A QUALIFIED INVESTMENT FOR REGISTERED PLANS** provided the shares of Eyelogic are listed on a stock exchange referred to in section 3200 of the Regulations and as long as Eyelogic controls the Corporation. There is no agreement which restricts the ability of Eyelogic to vote its shares of the Corporation or appoint a majority of the board of Directors of the Corporation. As such, Eyelogic should be considered to control the Corporation.

The income tax information herein was provided by Collins Barrow Calgary LLP, Chartered Accountants, and it is based on the current provisions of the Income Tax Act, the Regulations thereunder and known administrative practices of the Canada Revenue Agency ("CRA").

ITEM 7 - COMPENSATION PAID TO SELLERS AND FINDERS

The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help effect sales of the Bonds. If an agent is retained, the agent will be paid aggregate fees and commissions of up to 10% of the gross proceeds realized on the Bonds sold by such agent. The Corporation may compensate its employees and consultants up to 10% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the Bonds with respect to Bonds not sold by an agent. The Corporation may compensate its Directors for soliciting subscriptions for the Bonds of up to 10% of the gross proceeds realized on the sale of the Bonds with respect to the Bonds not sold by an agent.

ITEM 8 - RISK FACTORS

Purchase of Bonds pursuant to this Offering should only be made after consulting with independent and qualified sources of investment and tax advice. Investment in the Bonds at this time is highly speculative due to the stage of the Corporation's development. An investment in Bonds is appropriate only for investors who are prepared to invest money for a long period of time and who have the capacity to absorb a loss of some or all of their investment. Investors must rely on management of the Corporation. Any investment in the Corporation at this stage involves a high degree of risk.

In addition to the risks of purchasing Bonds in the Corporation found elsewhere within this Memorandum are the following:

Investment Risk

1. Subscribers under this Offering will not have the benefit of a review of this Offering Memorandum by any regulatory authorities.
2. The Corporation will have a limited amount of working capital, as the majority of the proceeds from this Offering will be advanced to FCD to allow it to acquire the Wilson Shares, and consequently the Lands and the proceed with the development of the Project.
3. There can be no assurance that any additional funding required by the Corporation will be available on terms attractive to the Corporation, or at all.
4. The Loan by the Corporation to FCD will be secured by security instruments including a mortgage to be registered against the title to the Lands. Acquisition or other financing obtained by FCD may be registered in priority to the Corporation's mortgage. In the event that FCD defaults in obligations under the Loan, the Corporation will have to enforce its security registered against FCD's assets. There may be intervening encumbrances or other interests held by third parties that may stand in priority to the Corporation's security and may prevent the Corporation from realizing on or enforcing some or all of its security against the assets of FCD. There may be principals at law or at equity that may prevent the Corporation from enforcing some or all of its security against FCD or its assets. The assets of FCD may not have a sufficient value to satisfy any outstanding debt obligations to the Corporation.
5. The tax consequences associated with an investment in Bonds may be subject to changes in federal and provincial tax laws. There can be no assurance that the tax laws will not be changed in a manner that will fundamentally alter the income tax consequences to investors holding or disposing of Bonds. There is also a risk that CRA may reassess the returns of Subscribers relating to their investments in the Bonds. In the event that Eyelogic ceases to control the Corporation for the purposes of the Tax Act or is deemed not to control the Corporation for the purposes of the Tax Act, there may be adverse tax consequences to subscribers of the Bonds. **See Item 6.1 Income Tax Consequences and RRSP Eligibility.**
No advance income tax ruling has been applied for or received with respect to the income tax consequences described in the Offering Memorandum.
6. An investment in Bonds of the Corporation is an illiquid investment. **There is currently no market through which the Bonds may be sold.** The Corporation is not a "reporting issuer" in any jurisdiction, and a prospectus has not qualified the issuance of the Bonds. Accordingly, investors will be unable to sell the Bonds of the Corporation, subject to some limited exceptions. **See Item 10 Resale Restrictions.**
7. FCD is newly formed and does not have a record of achievement to be relied upon. FCD's operations are subject to all the risks inherent in the establishment of a new business enterprise, including a lack of operating history. FCD cannot be certain that its business strategy will be successful. The likelihood of the success of FCD must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any business and real estate investment and real estate development generally. If FCD fails to address any of these risks or difficulties adequately, its business will likely suffer. Future revenues and profits, if any, will depend upon various factors, including the success, if any, of the development and marketability of the Lands, government regulations and enforcement and general economic conditions. There is no assurance that FCD can operate profitably or that FCD will successfully implement its plans.
8. The offering price of the Bonds has been determined by the Corporation. The offering price is not an indication of the value of the Bonds or that any of the Bonds could be sold for an amount equal to the offering price or for any amount.

Industry Risk

1. The Corporation's short and long term objective is to raise capital to loan to FCD to facilitate the purchase of the Lands and the development of the Lands. A return on investment for a purchaser of Bonds is dependant upon FCD's ability to meet its obligations of principal and interest pursuant to the Loan. As a result, there is no assurance or guarantee that the Corporation and, correspondingly, the purchasers of Bonds pursuant to this Offering will earn a return on their investment. The following are some of the risks attendant in FCD's acquisition and development of the Lands: failure to obtain all necessary permits, licenses, consents, zoning and other like matters from the responsible municipalities and regional districts; natural and man-made disasters; cost over-runs; scheduling irregularities; faulty workmanship or design; unforeseen contingencies; and lack of market demand for the end product. Land development involves a high degree of risk and there is no assurance that development of the Lands will be economic. The development of the Lands may be, or become, uneconomic in the event of a decline in price or demand for the type of use that FCD contemplates for the Lands. These factors as well as the following factors could adversely affect FCD's ability to repay the Loan:
2. **Risks of Real Property Development and Ownership** - Real estate developments and investments are generally subject to varying degrees of risk depending on the nature of the property. Such risks include changes in general economic conditions (such as the availability and cost of mortgage funds), local conditions (such as the supply of competing developments in the area), government regulation (such as taxation of property and environmental legislation) and the attractiveness of properties to potential purchasers. In addition, each segment in the real estate development industry is capital intensive and is typically sensitive to interest rates. Any income generated by the sale of the Lands is dependent upon general economic conditions and, accordingly, the ability of FCD to repay the Loan may be affected by changes in those conditions. FCD will be required to make certain significant expenditures in respect of its business including, but not limited to, the payment of property taxes, mortgage payments, insurance costs and related charges which must be made regardless of whether or not the Lands are producing sufficient income to service such expenses. In addition, the Lands may be used as security to obtain financing for the development of the Lands. If FCD is unable or unwilling to meet the payment obligations on such loans, losses could be sustained as a result of the exercise by the lenders of their rights of foreclosure or sale.
3. **Investment Not Liquid** - Real property investments tend to be relatively illiquid, with the degree of liquidity generally fluctuating in relation to demand for, and for the perceived desirability of, the investment. The costs of holding real estate are considerable and FCD, as a holder of real estate, during a recessionary period may be faced with ongoing expenditures with little prospect of incoming receipts. Such illiquidity may tend to limit FCD's ability to vary its asset base promptly in response to changing economic or investment conditions. If FCD were required to liquidate its real property investments, the proceeds to FCD might be significantly less than the total value of its investment on a going concern basis.
4. **Default on Indebtedness** - If FCD defaults in the repayment of any indebtedness, the creditors holding such indebtedness will be entitled to exercise available legal remedies against FCD including recourse against property of FCD pledged as collateral. There is no assurance that there will be assets available to recover any of the Loan.
5. **Competition** - FCD will compete with other investors, developers, and owners of properties for the development and sale of desirable real estate properties. Some of the properties of the competitors of FCD are newer, better located or better capitalized than the Lands. Certain of these competitors may have greater financial and other resources and greater operating flexibility than FCD. The existence of competing developers and owners could have a material adverse affect on the ability of FCD to develop or to market the Lands and could adversely affect the revenues or profitability of FCD and its ability to meet its debt obligations.

6. **Environmental Matters** - Under various environmental laws, ordinances and regulations, the current or previous owner or operator of real property may be liable for the costs of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws could impose liability whether or not FCD knew of, or was responsible for, the presence of such hazardous or toxic substances. The presence of hazardous or toxic substances, or the failure to remove or remediate such substances, if any, could adversely affect FCD's ability to sell such real estate or to borrow using such real estate as collateral and could potentially also result in claims against FCD. FCD is not aware of any material non-compliance with environmental laws with respect to any of the Lands. FCD is also not aware of any claims in connection with the breach of environmental laws involving any of the Lands.
7. **Financing** - FCD may make substantial capital expenditures for the development, marketing and sale of the Lands. Any funding required for such development, marketing and sale, in excess of the proceeds of the Loan, will be obtained through third party financing, which may or may not be provided by a party related to FCD. FCD's ability to access additional capital will depend on its success in its business and the status of the capital markets at the time such capital is sought. Accordingly, there can be no assurance that capital will be available to FCD from any source or that, if available, it will be at prices or on terms acceptable to FCD.
8. **General Real Estate Risks** - Various factors can affect the timing and profitability of real estate development and construction. While FCD have made certain plans for development of the Lands, there is no assurance that such plans will be met on a timely basis or at all. There is also no assurance that development of the Lands, if pursued by FCD, can be managed profitably. The market for property can be affected adversely by economic factors, which may be regional, national or international in scope.
9. **Market Risks** - The economic performance and value of FCD's interest in the Lands will be subject to all of the risks associated with investing in real estate, including, but not limited to: Changes in the national, regional and local economic climate; local conditions, including an oversupply of properties like the Lands, or a reduction in demand for properties like the Lands; the attractiveness of all or parts of the Lands to purchasers; competition from other available properties; and changes in laws and governmental regulations, including those governing usage, zoning, the environment and taxes.
10. **Reliance on Management** - Decisions regarding the management of FCD affairs will be made exclusively by its Officers and Directors. Accordingly, investors must carefully evaluate the personal experience and business performance of the Officers and Directors of the FCD. FCD may retain independent contractors to provide services to FCD. These contractors will have no fiduciary duty to FCD.
11. **Major Asset** - The Lands represents the major asset of FCD and therefore FCD's financial performance is directly tied to the performance of this particular asset. FCD does not have a large portfolio of diverse real estate assets, therefore, its success is dependent on the success of the sale or development of the Lands.
12. **Debt Financing** - If FCD obtains debt financing it will be subject to the risks associated with debt financing, including the risk that mortgage indebtedness secured by the real property of FCD will not be able to be refinanced or that the terms of refinancing will not be as favourable as the terms of existing indebtedness.
13. **Interest Rate Fluctuations** - Financing by FCD may include indebtedness with interest rates which may fluctuate over time and which will result in fluctuations in FCD's cost of borrowing.

Issuer Risk

1. The Corporation has no operational history and no history of earnings. Accordingly, there is a limited operating history upon which to base an evaluation of the Corporation and its business and prospects. The Corporation is in the early stages of its business and therefore is subject to the risks associated with early stage companies, including start-up losses, uncertainty of revenues, markets and profitability, the need to raise additional funding, the evolving and unpredictable nature of the Corporation's business and the ability to identify, attract and retain qualified personnel. There can be no assurance that the Corporation will be successful in doing what it is required to do to overcome these risks. No assurance can be given that the Corporation's business activities will be successful.

2. The success of the Corporation is dependent upon, among other things, the services of key personnel. The loss of any of these individuals, for any reason, could have a material adverse affect on the prospects of the Corporation. Failure to retain or to attract additional key employees with necessary skills could have a material adverse impact upon the Corporation's growth and profitability. The Corporation does not maintain key man insurance for any of its Directors, Officers or employees. The contributions of these individuals to the immediate future operations of the Corporation is likely to be of central importance and the loss of any one of these individuals could have a material affect on the business of the Corporation.
3. The Officers and Directors of the Corporation will not be devoting all of their time to the affairs of the Corporation, but will be devoting such time as required to effectively manage the Corporation. The Officers and Directors of the Corporation are engaged and will continue to be engaged in the search for business prospects on their own behalf and on the behalf of others.

Simone Rousseau, a Director and Officer of the Corporation, is a Director, Officer and shareholder of FCD. As a result there may be an inherent conflict of interest with respect to the Officers and Directors of the Corporation in the event of a default by FCD under the Loan.

There are other potential conflicts of interest to which the Officers and Directors of the Corporation may be subject to in connection with the operations of the Corporation. Situations may arise where the Officers and Directors will be in direct competition with the Corporation. Conflicts, if any, will be subject to the procedures and remedies under the *Business Corporations Act* (Alberta).

ITEM 9 - REPORTING OBLIGATIONS

9.1 Reporting to Bondholders

The Corporation is not a reporting issuer in any jurisdiction. It is therefore not required to disclose material changes which occur in its business and affairs, nor is it required to file with any securities regulatory authorities or provide to bondholders audited interim financial statements or audited year end financial statements. However, the Corporation intends to provide un-audited annual financial statements to its security holders.

Financial or other information provided to you by the Corporation in the future may not by itself be sufficient for your needs to enable you to prepare your income tax returns or to assess the performance of your investment.

ITEM 10 - RESALE RESTRICTIONS

These securities are subject to a number of resale restrictions under securities legislation, including a restriction on trading. Unless or until the restriction on trading expires, you will not be able to trade the securities unless you are eligible to rely on and comply with an exemption from the prospectus and registration requirements under securities legislation. For information about these resale restrictions you should consult a lawyer.

The Bonds of the Corporation issued pursuant to this Offering will have the following legend inscribed thereon:

Unless permitted under securities legislation, you cannot trade these securities before the date that is four (4) months and a day after the date the Corporation became a reporting issuer in any province or territory of Canada.

The Corporation has no intention of becoming a reporting issuer in any province or territory of Canada.

ITEM 11 - PURCHASERS' RIGHTS

If you purchase these securities you will have certain rights, some of which are described below. For information about your rights, you should consult a lawyer.

1. Two-Day Cancellation Right

You can cancel your agreement to purchase these securities. To do so, you must send a notice to us by midnight on the 2nd business day after you sign the agreement to buy the securities.

2. **Statutory Rights of Action In the Event of a Misrepresentation**

(a) **Statutory Rights of Action of Purchasers in British Columbia, Alberta and Saskatchewan in the Event of a Misrepresentation**

In the event of a misrepresentation (as defined below), securities legislation in Alberta, British Columbia and Saskatchewan provides that every purchaser of securities pursuant to this Offering Memorandum shall have, in addition to any other rights they may have at law, a right of action for damages against the Corporation, every Director of the Corporation at the date of the Offering Memorandum or any person who signed the Offering Memorandum. The purchaser may also elect to exercise a right of rescission against the Corporation, in which case the purchaser has no right of action for damages. Purchasers should refer to the applicable provisions of the securities legislation in their jurisdiction of residence for particulars of those rights or consult with a lawyer. This right of action may be summarized as set forth below:

If there is a misrepresentation in this Offering Memorandum, purchasers have a statutory right to sue:

- (i) the Corporation to cancel their agreement to buy the Bonds; or
- (ii) for damages against the Corporation, its Directors and any person who signed the Offering Memorandum (collectively defined as the "Insiders").

This statutory right to sue is available to the purchaser whether or not the purchaser relied on the misrepresentation. However, there are various defences available to the persons or companies that the purchaser has the right to sue. In particular, the Corporation would have a defence if the purchaser knew of the misrepresentation when the subscriber purchased the Bonds.

If this Offering Memorandum or any amendment thereto contains an untrue statement of a material fact or omits to state a material fact which is required to be stated or which is necessary in order to make any statement therein not misleading in light of the circumstances in which it was stated (herein called a "misrepresentation") and it was a misrepresentation on the date of investment, a purchaser to whom such Offering Memorandum was delivered and who purchases securities shall have a right of action for rescission or alternatively for damages against the Corporation, while still the owner of any of the securities offered hereunder provided that if the Offering Memorandum contains a misrepresentation, a purchaser who purchases a security offered by the Offering Memorandum during the period of distribution shall be deemed to have relied on the representation, if it was a misrepresentation at the time of purchase, and has a right of action for damages against the Corporation:

- (i) The purchaser may elect to exercise a right of rescission against the Corporation in which case the purchaser does not have a right of action for damages against the Insiders;
- (ii) The Insiders are not liable under subsection (a) if the Corporation proves that the purchaser purchased the securities with knowledge of the misrepresentation;
- (iii) In an action for damages pursuant to subsection (a), the Insiders are not liable for all or any portion of the damages that the Insiders prove do not represent the depreciation in value of the security as a result of the misrepresentation relied on;
- (iv) In no case shall the amount recoverable by the purchaser exceed the price at which the securities were sold to the purchaser;
- (v) The right of action for damages or rescission will be in addition to any other right or remedy available to the purchaser at law.

Alberta and British Columbia

In these jurisdictions, no action shall be commenced to enforce a statutory right of action unless the right is exercised:

- (a) in the case of rescission, on notice to the Corporation not later than 180 days; or
- (b) in the case of damages, the earlier of:
 - (i) Three years after the date of the transaction that gave rise to the cause of action; and
 - (ii) 180 days after the purchaser first has knowledge of the facts giving rise to the cause of action.

Saskatchewan

In Saskatchewan, no action shall be commenced for rescission or damages more than:

- (a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or
- (b) in the case of action for damages, the earlier of:
 - (i) six years after the date of the transaction that gave rise to the cause of action; and
 - (ii) one year after the purchaser first has knowledge of the facts giving rise to the cause of action.

Subscribers should consult their own legal advisers with respect to their rights and the remedies available to them.

The rights discussed above are in addition to and without derogation from any other rights or remedies, which subscribers may have at law.

ITEM 12 - FINANCIAL STATEMENTS

Fir Crest Finance Corp.

Interim un-audited Financial Statements

For the period from May 10, 2007 (date of incorporation) to June 18, 2007

Fir Crest Finance Corp.
Statement of Loss and Deficit
For the period from May 10, 2007 (date of Incorporation) to June 18, 2007
Un-audited

EXPENSES	
Professional fees	\$ 13,144
NET LOSS	\$ 13,144
DEFICIT, beginning of period	<u> -</u>
DEFICIT, end of period	<u>\$ 13,144</u>

Fir Crest Finance Corp.
Balance Sheet
June 18, 2007
Un-audited

ASSETS

CURRENT

Cash

\$ 1,000

LIABILITY AND SHAREHOLDER'S DEFICIT

CURRENT

Due to related party (note 3)

\$ 13,144

SHAREHOLDER'S DEFICIT

SHARE CAPITAL (note 5)

\$ 1,000

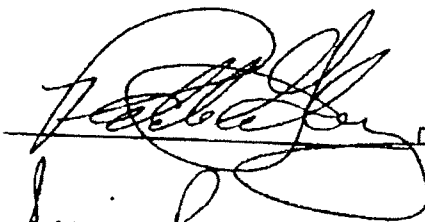
DEFICIT

(\$ 13,144)

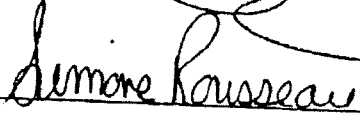
\$ (12,144)

\$ 1,000

APPROVED BY THE BOARD:



Director



Simone Rousseau Director

Fir Crest Finance Corp.
Statement of Cash Flows
For the period from May 10, 2007 (date of Incorporation) to June 18, 2007
Un-audited

Cash provided by (used in):

Operations:

Net loss for the period	(\$ 13,144)
Increase in due to related party	<u>\$ 13,144</u>
	0

Financing:

Issuance of Share capital	<u>\$ 1,000</u>
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Increase in cash for the period

	\$ 1,000
Cash, beginning of period	<u>\$ -</u>
Cash, end of period	<u>\$ 1,000</u>

1. **Company Operations**

Fir Crest Finance Corp. was incorporated on May 10, 2007 pursuant to the *Business Corporations Act* (Alberta). To date, the corporation (the "Corporation") has not commenced operations of any kind.

2. **Significant Accounting Policies**

The financial statements of the Corporation have been prepared by management in accordance with generally accepted accounting principles in Canada. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates. The financial statements have, in the opinion of management, been properly prepared using careful judgement with reasonable limits of materiality and within the framework of significant policies described below.

The Corporation has not commenced commercial activities and has not identified accounting policies or practices except as listed below:

(a) **Measurement uncertainty**

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(b) **Income Taxes**

The Corporation uses the liability method of accounting for future income taxes. Under the liability method, future income tax assets and liabilities are determined based on temporary differences (differences between the accounting basis and the tax basis of the assets and liabilities), and are measured using the currently enacted, or subsequently enacted tax rates and laws expected to apply when these differences reverse. A valuation allowance is recorded against any future income tax assets if it is more likely than not that the asset will not be realized.

3. Due to Related Parties

During the period, the Corporation received a loan of \$12,144 from a related party. The loan is payable on demand with no fixed terms of repayment or interest payments to be charged on the principal amount.

4. Income Taxes

At June 18, 2007, the Corporation has non-capital losses of \$12,144 which can be carried forward to reduce future year's taxable income for Canadian tax purposes, the benefit of which has not been recognized in the financial statements. These losses expire commencing in 2014.

5. Share Capital

(a) Authorized

Unlimited Class A Preferred Shares,

Unlimited Class B Common Shares,

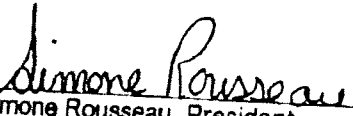
(b) Issued

100,000 Class A Preferred Shares for \$1,000

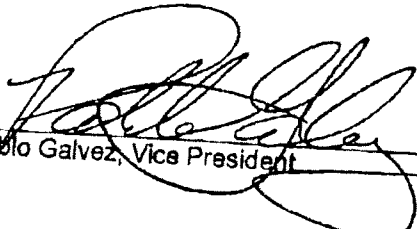
ITEM 13 - DATE AND CERTIFICATE

Dated: June 1, 2007

This Offering Memorandum does not contain a misrepresentation.

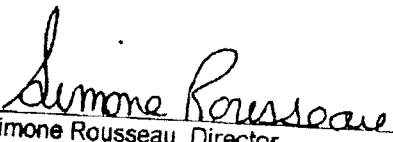


Simone Rousseau, President

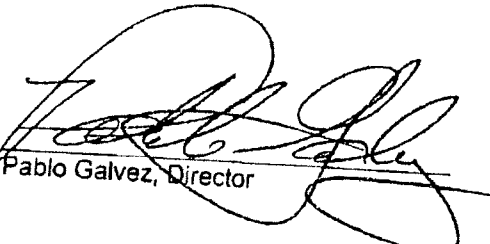


Pablo Galvez, Vice President

ON BEHALF OF THE BOARD OF DIRECTORS OF FIR CREST FINANCE CORP.



Simone Rousseau, Director



Pablo Galvez, Director

ON BEHALF OF THE PROMOTER OF FIR CREST FINANCE CORP.



Guy Rousseau

RSM Richter

This is Exhibit "C" referred to in the Affidavit of ANN STEWART SWORN before me this 27 day of JANUARY, A.D. 2010

[Signature]

A COMMISSIONER IN AND FOR THE PROVINCE OF ALBERTA

MARK C. FREEMAN Barrister & Solicitor

RSM Richter Inc. Suite 910, 736 - 8th Avenue SW Calgary, AB T2P 1H4 www.rsmrichter.com

Notice and Statement of the Receiver (Subsection 245(1) and 246(1) of the Bankruptcy and Insolvency Act)

IN THE MATTER OF THE RECEIVERSHIP OF FIR CREST FINANCE CORP. OF THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA

The Receiver gives notice and declares that:

- 1. Pursuant to an order (the "Receivership Order") of the Court of Queen's Bench of Alberta Judicial District of Calgary (the "Court") made on the 13th day of November, 2009, RSM Richter Inc. was appointed as receiver and manager ("Receiver") of all of the assets, undertakings and properties of Fir Crest Finance Corp. (the "Company") and the entities listed in Schedule "A", an insolvent person.
2. The Receiver understands that the Company holds a second mortgage of \$496,000 registered against title to real property located on Lac la Hache, British Columbia, owned by A Virginia Wilson Holdings ("A Virginia"), a related party. The Receiver is assessing realization strategies for the property, which may include limited further development.
3. The estimated book value of the Company's assets as at November 13, 2009 ("Assets"), based on the Company's books and records1, was as follows:

Table with 2 columns: Asset Category, Approximate Book Value (\$000s)2. Rows include Cash, Accounts receivable, net, Due from A Virginia Wilson Holdings, and Total (496).

- 4. The undersigned took possession and control of the Assets on the 13th day of November, 2009.

1 The books and records of the Company, including accounting journals, may not be current. As a result, amounts referenced herein are preliminary.

2 Realizable values are likely to materially differ from the book values provided.

5. The following information relates to the Receivership:

Former address of the Company: c/o Signature Capital Inc.
736 1st Avenue NE
Calgary, AB T2E 0B8

Principle line of business: Lender

Location of business: Same as above

Based upon a search of the Alberta and British Columbia provincial property registries as at November 13, 2009, there were no security registrations against the Company.

Based on the Company's books and records, the approximate amount owed by the Company to unsecured creditors is \$506,000. This may not include accrued interest. A listing of unsecured creditors is provided as Schedule "B".

6. Estimated Realization

The Receiver is unable at this time to estimate the realizable value of the Assets. The amount and timing of creditor recoveries, if any, is uncertain.

Contact particulars for Receiver:

Telephone No.: (866) 437-6025
Facsimile No.: (416) 932-6200

Dated at Calgary, Alberta this 23rd day of November, 2009.



**RSM RICHTER INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER OF
FIR CREST FINANCE CORP.
AND NOT IN ITS PERSONAL CAPACITY**

SIGNATURE CAPITAL INC.

CONB DEVELOPMENT CORP.
CONB FINANCE CORP.
CONB CAPITAL CORP.

URBAN ELEMENTS CENTRE GP LTD.
URBAN ELEMENTS CENTRE LIMITED PARTNERSHIP
SIGNATURE UEC CAPITAL INC.

WESTSTONE DEVELOPMENT CORP.
WESTSTONE FINANCE CORP.

SLRV FINANCE CORP.
ALLAN BEACH DEVELOPMENTS GP LTD.
ALLAN BEACH LIMITED PARTNERSHIP
BEACHES WEST CAPITAL CORP.
POPLAR GROVE DEVELOPMENTS GL LTD.
POPLAR GROVE LIMITED PARTNERSHIP
BIRCH BAY DEVELOPMENTS GP LTD.
BIRCH BAY 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.
HEARTHWOOD III DEVELOPMENTS GP LTD.

Schedule "B"

IN THE MATTER OF THE RECEIVERSHIP OF FIR CREST FINANCE CORP.,
OF THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA

*Preliminary List of Creditors, as at November 13, 2009, as submitted by
Fir Crest Finance Corp. without admission as to liability*

<u>Creditor</u>	<u>Amount owed</u>
Bondholders (11 individuals)	<u>(5)</u> 506,000
Total	<u><u>506,000</u></u>

19-Jan-2010 TITLE SEARCH PRINT
Requestor: (PC35748) CHRIS FRASER
Folio: CF - M. FREEMAN TITLE - LB342050

Time: 14:19:11
Page 001 of 003

KAMLOOPS LAND TITLE OFFICE TITLE NO: LB342050
FROM TITLE NO: KX52971

APPLICATION FOR REGISTRATION RECEIVED ON: 29 SEPTEMBER, 2009
ENTERED: 05 OCTOBER, 2009

REGISTERED OWNER IN FEE SIMPLE:
A. VIRGINIA WILSON HOLDINGS LTD., INC.NO. A0036070
#101, 736 - 1ST AVENUE NE
CALGARY, AB
T2E 0B8

TAXATION AUTHORITY:
CARIBOO ASSESSMENT AREA

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 013-397-478
PARCEL A (38046E AND PLAN B6004) OF DISTRICT LOT 5037 LILLOOET DISTRICT
EXCEPT PLANS 6847, 20135 AND KAP77955

LEGAL NOTATIONS:

HERETO IS ANNEXED EASEMENT 38047E OVER: (1) DL. 149 LILLOOET DISTRICT
EXCEPT PLAN 29784 (2) LOT 1 PLAN 8396 (3) DL. 352 LILLOOET DISTRICT
EXCEPT PLANS 8371, 8396, 18760, 20712, 20960, 21544, 23533, 23534
AND 30963. (SEE ALSO KG5470)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE KW148015

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE
CHARGE NUMBER DATE TIME

COVENANT

KX3105 2005-01-11 10:46
REGISTERED OWNER OF CHARGE:
CARIBOO REGIONAL DISTRICT
KX3105
REMARKS: INTER ALIA

COVENANT

KX3106 2005-01-11 10:46
REGISTERED OWNER OF CHARGE:
CARIBOO REGIONAL DISTRICT
KX3106
REMARKS: INTER ALIA

COVENANT

KX47880 2005-04-22 14:55
REGISTERED OWNER OF CHARGE:
THE CROWN IN RIGHT OF BRITISH COLUMBIA
CARIBOO REGIONAL DISTRICT
KX47880
REMARKS: INTER ALIA

This is Exhibit "D" referred to in the
Affidavit of ANN STEWART
SWORN before me this 27 day of
JANUARY, A.D. 2010
Mark C Freeman
A COMMISSIONER IN AND FOR THE
PROVINCE OF ALBERTA
MARK C FREEMAN
Barrister & Solicitor

Requestor: 19-Jan-2010 TITLE SEARCH PRINT
Requestor: (PC35748) CHRIS FRASER
Folio: CF - M. FREEMAN TITLE - LB342050

Time: 14:19:11
Page 002 of 003

MORTGAGE

LB117784 2007-10-01 11:42
REGISTERED OWNER OF CHARGE:
FIR CREST FINANCE CORP.
LB117784

ASSIGNMENT OF RENTS

LB117785 2007-10-01 11:42
REGISTERED OWNER OF CHARGE:
FIR CREST FINANCE CORP.
LB117785

MORTGAGE

LB117786 2007-10-01 11:42
REGISTERED OWNER OF CHARGE:
FIR CREST CAPITAL CORP.
LB117786

ASSIGNMENT OF RENTS

LB117787 2007-10-01 11:42
REGISTERED OWNER OF CHARGE:
FIR CREST CAPITAL CORP.
LB117787

MORTGAGE

CA1296585 2009-10-02 10:05
REGISTERED OWNER OF CHARGE:
SOLAR STAR HOLDINGS INC.
AS TO AN UNDIVIDED 250/1000 INTEREST
CA1296585
1105550 ALBERTA INC.
AS TO AN UNDIVIDED 250/1000 INTEREST
CA1296585
SANO STANTE REAL ESTATE INC.
AS TO AN UNDIVIDED 250/1000 INTEREST
CA1296585
ROBERT DAVID PENNER
AS TO AN UNDIVIDED 125/1000 INTEREST
CA1296585
AQUINO BELAVY & ASSOCIATES LTD.
AS TO AN UNDIVIDED 125/1000 INTEREST
CA1296585
REMARKS: INTER ALIA

ASSIGNMENT OF RENTS

CA1296586 2009-10-02 10:05
REGISTERED OWNER OF CHARGE:
SOLAR STAR HOLDINGS INC.
AS TO AN UNDIVIDED 250/1000 INTEREST
CA1296586
1105550 ALBERTA INC.
AS TO AN UNDIVIDED 250/1000 INTEREST
CA1296586
SANO STANTE REAL ESTATE INC.
AS TO AN UNDIVIDED 250/1000 INTEREST
CA1296586

Date: 19-Jan-2010 TITLE SEARCH PRINT
Requestor: (PC35748) CHRIS FRASER
Folio: CF - M. FREEMAN TITLE - LB342050

Time: 14:19:11
Page 003 of 003

ROBERT DAVID PENNER
AS TO AN UNDIVIDED 125/1000 INTEREST
CA1296586
AQUINO BELAVY & ASSOCIATES LTD.
AS TO AN UNDIVIDED 125/1000 INTEREST
CA1296586
REMARKS: INTER ALIA

PRIORITY AGREEMENT
LB344325 2009-10-08 12:10

REMARKS: GRANTING CA1296585 PRIORITY OVER LB117784 AND
LB117785

PRIORITY AGREEMENT
LB344326 2009-10-08 12:10

REMARKS: GRANTING CA1296586 PRIORITY OVER LB117784 AND
LB117785

- PRIORITY AGREEMENT
LB344327 2009-10-08 12:10

REMARKS: GRANTING CA1296585 PRIORITY OVER LB117786 AND
LB117787

PRIORITY AGREEMENT
LB344328 2009-10-08 12:10

REMARKS: GRANTING CA1296586 PRIORITY OVER LB117786 AND
LB117787

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

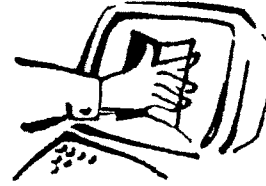
TRANSFERS: NONE

PENDING APPLICATIONS: NONE

CORRECTIONS:

LB149477	CHARGE OWNER NAME CORRECTED	LB117786	2007-12-21 11:15:00
LB149477	CHARGE OWNER NAME CORRECTED	LB117787	2007-12-21 11:15:00

BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL REF # M47905 REQUESTED: 2010-01-25 10:30

CLIENT NAME: CHRIS FRASER
ADDRESS: 200 1449 ST. PAUL STREET
KELOWNA BC V1Y 2E5

PICK-UP INSTRUCTIONS:

USER ID: PC35748 APPL-DOC # LB344325 KA Registered RCVD:2009-10-08
ACCOUNT: 190326
FOLIO CF - FREEMAN

REMARKS:

This is Exhibit "E" referred to in the
Affidavit of ANN STEWART
SWORN before me this 27 day of

JANUARY, A.D. 2010

[Signature]

A COMMISSIONER IN AND FOR THE
PROVINCE OF ALBERTA

Help Desk Victoria (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

MARK C FREEMAN

Barrister & Solicitor

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

2 10

LB344326

-8 OCT 2009 12 10

LB344325

PA
PA

LAND TITLE ACT
FORM C
(Section 219.81)
Province of
British Columbia

GENERAL INSTRUMENT-PART 1

(This area for Land Title Office use)

Page 1 of 4 Page(s)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Mair Jensen Blair LLP, Barristers and Solicitors,
700 - 275 Lansdowne Street, Kamloops, BC V2C 6H6 Telephone: (250) 374-3161
File Reference: MCW/kh/21527-02

Typed

2. (a) PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
(PID) (LEGAL DESCRIPTION)

013-397-478

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

3. NATURE OF INTEREST:
(DESCRIPTION)

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE FORM E - SCHEDULE ATTACHED

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

[] D.F. No.

CB 10/8/2009 12:11:17 PM 1 3

(b) Express Charge Terms

[X] Annexed as Part 2

Charge 2 \$148.80

(c) Release

[] There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):

SEE FORM E - SCHEDULE ATTACHED

6. TRANSFEREE(S):

SEE FORM E - SCHEDULE ATTACHED

7. ADDITIONAL OR MODIFIED TERMS: * N/A

8. EXECUTION(S): **This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Brent H. Hoey

BRENT H. HOEY
Barrister & Solicitor
1413 - 2nd Street S.W.
Calgary, AB T2R0W7
(as to all signatures)

EXECUTION DATE

Y	M	D
2009	10	01

Party(ies) Signature(s)
FIR CREST FINANCE CORP.
by its authorized signatory(ies):

Simone Rousseau
Simone Rousseau

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a Solicitor, Notary Public or other person authorized by the Evidence Act, R.S.B.C. 1979, c.116, to take Affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

SIMONE ROUSSEAU
REGISTERED L.T.O.

**LAND TITLE ACT
FORM E
SCHEDULE**

Page 2

**3. NATURE OF INTEREST:
(DESCRIPTION)**

**DOCUMENT REFERENCE
(page and paragraph)**

PERSON ENTITLED TO INTEREST

Priority Agreement Granting
Mortgage CA1296585 and
Assignment of Rents CA1296586
Priority over Mortgage LB117784
and Assignment of Rents LB117785

Entire Document

Transferee

5. TRANSFEROR(S):

FIR CREST FINANCE CORP. (Incorporation No. 2013218058)
an Alberta Incorporated Company having a registered and records office at
101, 736 - 1st Avenue N.E., Calgary, Alberta T2E 0B8

6. TRANSFEREE(S):

SOLAR STAR HOLDINGS INC. (Incorporation No. 204725949),
an Alberta Incorporated Company (as to an Undivided 250/1000th Interest)

1105550 ALBERTA INC. (Incorporation No. 2011055502)
an Alberta Incorporated Company (as to an Undivided 250/1000th Interest)

SANO STANTE REAL ESTATE INC. (Incorporation No. 203963343)
an Alberta Incorporated Company (as to an Undivided 250/1000th Interest)

ROBERT DAVID PENNER (as to an Undivided 125/1000th Interest) and

AQUINO BELAVY & ASSOCIATES LTD. (Incorporation No. 204258321)
an Alberta Incorporated Company (as to an Undivided 125/1000th Interest)

all in c/o D. Cohen Law Office, Suite 105, 2411 - 4th Street NW, Calgary, Alberta T2M 2Z8

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT MADE THE 1st DAY OF OCTOBER, A.D. 2009

BETWEEN:

FIR CREST FINANCE CORP. (Incorporation No. 2013218058)
an Alberta Incorporated Company having a registered and records office at
101, 736 – 1st Avenue N.E., Calgary, Alberta T2E 0B8

(hereinafter called the “Prior Chargee”)

OF THE FIRST PART

AND:

**SOLAR STAR HOLDINGS INC., 1105550 ALBERTA INC., SANO
STANTE REAL ESTATE INC., ROBERT DAVID PENNER and
AQUINO BELAVY & ASSOCIATES LTD.**
c/o D. Cohen Law Office, Suite 105, 2411 – 4th Street NW
Calgary, Alberta T2M 2Z8

(hereinafter called the “Subsequent Chargee”)

OF THE SECOND PART

WHEREAS:

A. By an instrument duly registered in the Kamloops Land Title Office on the 1st day of October, 2007, under filing numbers LB117784 and LB117785, the Prior Chargee was granted a Mortgage and Assignment of Rents (the “Prior Charge”) in respect of the following lands situated in the Cariboo Assessment Area in the Province of British Columbia and described as:

Parcel Identifier: 013-397-478
Legal Description: Parcel A (38046E), (Plan B6004) of District Lot 5037, Lillooet District Except Plan 6847, 20135 and KAP77955
(the “Lands”)

B. By an instrument registered in the Kamloops Land Title Office on the 2nd day of October, 2009 under filing numbers CA1296585 and CA1296586 the Subsequent Chargee was granted a Mortgage and Assignment of Rents, respectively, (collectively the “Subsequent Charge”) on the Lands.

C. The parties agree that the Subsequent Charge shall have priority over the Prior Charge.

THEREFORE IN CONSIDERATION of ONE DOLLAR (\$1.00) other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Prior Chargee grants to the Subsequent Chargee PRIORITY over the interest of the Prior Chargee in the Lands and POSTPONES the right, title and interest of the Prior Chargee in the Lands to the Subsequent Chargee as if the Prior Charge had been registered immediately after the registration of the Subsequent Charge and notwithstanding the respective dates and time of execution and registration of the charges or the respective dates of advancement of monies under them.

THIS AGREEMENT shall be binding upon and enure to the benefit of the respective parties hereto and the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WHEREVER the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

"END OF DOCUMENT"

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John Mele RE/MAX Real Estate (Central)



Languages: English Italian Spanish
 Primary Specialty: Residential
 Office Phone: 403-284-6369
 Fax: (403) 210-8273
 Pager: (403) 216-1600
 Cell:
 Toll Free:
 Email: john.mele@shaw.ca
 Website: www.remaxcentral.ab.ca/johnmele
 Comments:

This is Exhibit "I" referred to in the
 Affidavit of ANN STEWART
 SWORN before me this 27 day of
JANUARY A.D. 2010
Mark C. Freeman
 A COMMISSIONER IN AND FOR THE
 PROVINCE OF ALBERTA

CALGARY REAL ESTATE

MARK C. FREEMAN
 Barrister & Solicitor

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403-284-6369

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Display Certificate

Page 1 of 1

Alberta

Corporate Access Number

204725949

CERTIFICATE OF STATUS

Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE REGISTRY

SOLAR STAR HOLDINGS INC.
INCORPORATED IN ALBERTA ON 1990/10/26
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2009/09/28



Display Certificates

Page 1 of 1

Alberta

Corporate Access Number

2011055502

CERTIFICATE OF STATUS

Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE REGISTRY

1105550 ALBERTA INC.
INCORPORATED IN ALBERTA ON 2004/04/30
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2009/09/28



Display Certificates

Page 1 of 1

Alberta

Corporate Account Number

203963343

CERTIFICATE OF STATUS

Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE REGISTRY

SANO STANTE REAL ESTATE INC.
INCORPORATED IN ALBERTA ON 1989/02/09
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2009/09/28



Display Certificates

Page 1 of 1

Alberta

Corporate Access Number

204258321

CERTIFICATE OF STATUS

Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE REGISTRY

AQUINO BELAVY & ASSOCIATES LTD.
INCORPORATED IN ALBERTA ON 1990/08/08
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2009/09/28



LB344325

Display Certificates

Page 1 of 1



Corporate Access Number

2013218058

RLB 11/9/2009 11:50:47 AM 1 3
Defect 1 \$32.70

CERTIFICATE OF STATUS

Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE
REGISTRY

FIR CREST FINANCE CORP.
INCORPORATED IN ALBERTA ON 2007/05/10
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2009/09/29



Alberta Corporation/Non-Profit Search Corporate Registration System

Date of Search: 2010/01/25
Time of Search: 01:03 PM
Search provided by: ACCU-SEARCH INC

Service Request Number: 14201711
Customer Reference Number:

Corporate Access Number: 2014792606
Legal Entity Name: A. VIRGINIA WILSON HOLDINGS LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Continuance
Date of Continuance into Alberta: 2009/07/10 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 1991/12/04 YYYY/MM/DD

Registered Office:
Street: 1413 - 2ND STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 0W7

Records Address:
Street: 1413 - 2ND STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 0W7

Directors:

Last Name: ROUSSEAU
First Name: SIMONE
Street/Box Number: #101, 736 - 1ST AVENUE N.E.
City: CALGARY

This is Exhibit "F" referred to in the
Affidavit of ANN STEWART
SWORN before me this 27 day of
JANUARY, A.D. 2010
Mark C. Freeman
A COMMISSIONER IN AND FOR THE
PROVINCE OF ALBERTA

MARK C. FREEMAN
Barrister & Solicitor

Province: ALBERTA
Postal Code: T2E 0B8

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE 1
Share Transfers Restrictions: SEE ATTACHED SCHEDULE 2
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE 3

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2009/07/10	Continuance Into Alberta
2009/10/08	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Letter of Approval	10000307102792738	2009/07/10
Share Structure	ELECTRONIC	2009/07/10
Restrictions on Share Transfers	ELECTRONIC	2009/07/10
Other Rules or Provisions	ELECTRONIC	2009/07/10

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



Alberta Corporation/Non-Profit Search Corporate Registration System

Date of Search: 2010/01/25
Time of Search: 11:49 AM
Search provided by: ACCU-SEARCH INC

Service Request Number: 14201106
Customer Reference Number:

Corporate Access Number: 204725949
Legal Entity Name: SOLAR STAR HOLDINGS INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 1990/10/26 YYYY/MM/DD

Registered Office:
Street: 918 CRESCENT ROAD NW
City: CALGARY
Province: ALBERTA
Postal Code: T2M 4A8

Records Address:
Street: 918 CRESCENT ROAD NW
City: CALGARY
Province: ALBERTA
Postal Code: T2M 4A8

Directors:

Last Name: MELE
First Name: JOHN
Street/Box Number: 918 CRESCENT ROAD NW
City: CALGARY
Province: ALBERTA
Postal Code: T2M 4A8

This is Exhibit "G" referred to in the
Affidavit of ANN STEWART
SWORN before me this 27 day of
JANUARY, A.D. 20 10
Mark C. Freeman
A COMMISSIONER IN AND FOR THE
PROVINCE OF ALBERTA

MARK C. FREEMAN
Barrister & Solicitor

Voting Shareholders:

Last Name: MELE
First Name: JOHN
Street: 918 CRESCENT ROAD NW
City: CALGARY
Province: ALBERTA
Postal Code: T2M 4A8
Percent Of Voting Shares: 100

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2009	2009/10/27

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2009/10/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

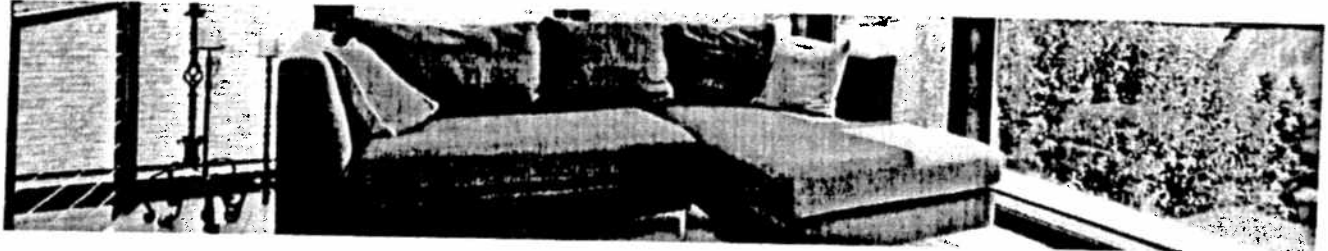


Calgary Real Estate - SimoneCalgary.com

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Simone Rousseau

RE/MAX Real Estate (Central)
206, 2411 4th Street NW Calgary AB P: 403-216-1600 F: 403-592-7987
Email



Home Search Properties Selling Buying Refer a Client About Contact

Simone Rousseau



Office Phone: 403-216-1600
Mobile Phone: 403-991-9004
Fax: 403-592-7987
Email: [Click Here](#)

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Contact Me today and begin your Calgary real estate experience. I look forward to serving you.

\$6,995,000



4251 BRITANNIA DR SW
Size: 4700 sq ft | 4 Bedrooms
[More Details](#)

Free Home Evaluation

Looking to sell or just want to know the true value of your home? I will be able to help you determine the exact value of your home. [more](#)

Search the entire MLS®

Use this site to search all listings in the Calgary area, updated hourly. [more](#)

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I work hard to keep my clients informed. Go to my blog to see what's happening in the market. [more](#)

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- Newest Feature Listings
- Mortgage Calculator
- Mortgage Pre-qualifier

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This is Exhibit "A" referred to in the Affidavit of Ann Stewart
SWORN before me this 29 day of JANUARY, A.D. 2010
M. Freeman
A COMMISSIONER IN AND FOR THE PROVINCE OF ALBERTA

MARK C. FREEMAN
Barrister & Solicitor

email	password	login
-------	----------	-------

- My Account
- Saved Searches
- Favorite Listings
- Instant Home Evaluation
- Market Watch
- Investor Tools

Simone Rousseau

RE/MAX Real Estate (Central)

206, 2411-4th Street NW, Calgary, AB P: 403-216-1600 F: 403-592-7987

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 - Property Finder
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☎ Office Phone:

403-216-1600

☎ Mobile Phone:

403-991-9004

☎ Fax:

403-592-7987

✉ Email:

[Click Here](#)

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Important Market News

I work hard to keep my clients informed. Go to my blog to see what's happening in the market... [more](#)

\$899,900



910 MEMORIAL DR NW

1332 ft²

3/2

Size (ft²):

Bds: Bths:

More Details

Map-Based
MLS Search

Newest
Feature Listings

Mortgage
Calculator

NO. 0901-17143
Deponent: Ann Stewart
Sworn: January 27, 2010

**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.,
WESTONE DEVELOPMENT CORP., WESTONE
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 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")

Defendants

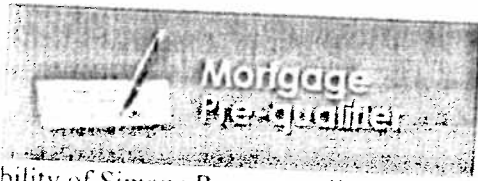
AFFIDAVIT OF ANN STEWART

Mark C. Freeman
DOCKEN & COMPANY
Barristers & Solicitors
900, 800 - 6 Avenue SW
Calgary AB T2P 3G3
Telephone: (403) 269-3612
Fax: (403) 269-8246
Our File: #8078

CLERK OF THE COURT

JUL - 5 2010

CALGARY, ALBERTA



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