

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., CONB DEVELOPMENT CORP., CONB FINANCE CORP., SIGNATURE LAKESIDE RV FINANCE CORP., ALLAN BEACH DEVELOPMENTS GP LTD., ALLAN BEACH LIMITED PARTNERSHIP, BEACHES WEST CAPITAL CORP., POPLAR GROVE DEVELOPMENTS GP LTD., POPLAR GROVE LIMITED PARTNERSHIP, BIRCH BAY DEVELOPMENTS GP LTD., BIRCH BAY DEVELOPMENTS LIMITED PARTNERSHIP, FRANCOIS CAPITAL CORP., A VIRGINIA WILSON HOLDINGS, FIR CREST RESORT DEVELOPMENT LP, FIR CREST RESORT DEVELOPMENT GP LTD., FIR CREST FINANCE CORP., FIR CREST CAPITAL CORP., SCI FINANCE CORP., SIGNATURE US SUNBELT CAPITAL CORP., SIGNATURE US SUNBELT INVESTMENT CORP., SCI BRIDGE II FINANCE CORP., SUMMERS PLACE GP LTD., SUMMERS PLACE LIMITED PARTNERSHIP, METRO WEST I GP LTD., METRO WEST II GP LTD., SIGNATURE LETHBRIDGE FAIRVIEW CAPITAL CORP., HEARTHWOOD I LIMITED PARTNERSHIP, HEARTHWOOD II LIMITED PARTNERSHIP, HEARTHWOOD III LIMITED PARTNERSHIP, HEARTHWOOD I DEVELOPMENTS GP LTD., HEARTHWOOD II DEVELOPMENTS GP LTD., and HEARTHWOOD III DEVELOPMENTS GP LTD. (collectively the "Signature Companies")

BEFORE THE HONOURABLE) At Calgary Courts Centre, in the City of
MADAM JUSTICE B.L. RAWLINS) Calgary, in the Province of Alberta, on
IN CHAMBERS) Thursday, the 8th day of July, 2010.
)

VESTING ORDER

UPON THE APPLICATION of RSM Richter Inc. in its capacity as Court-appointed Receiver and Manager of the Signature Companies (the "Receiver") to seek the relief contained in the Motion filed in the within Application; AND UPON HEARING counsel for the Receiver; AND UPON HEARING READ the pleadings herein, the Notice of Motion and the Fifth Report of the Receiver;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The sale of the interest of Poplar Grove Developments GP Ltd. ("PGGP") in the lands more particularly described as:

Parcel Identifier 014-198-711 District Lot 1621 Range 3 Coast District
(the "Lands")

the registered title to which is held in the name of the Receiver as trustee of the estate of the Signature Companies, including PGGP, to Woodland Caribou Resort Ltd. ("Woodland Caribou" or the "Purchaser") on the terms and conditions set out in the Purchase and Sale Agreement between the Receiver and Woodland Caribou dated June 24, 2010 (the "Woodland Caribou Sale Agreement"), which is hereby approved, confirmed and accepted (the "Transaction").

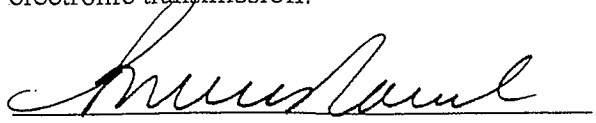
2. Upon filing a certified copy of this Order in the Prince George Land Title Office, together with any required fees and a letter from the solicitors for the Receiver authorizing such registration and subject to the terms of this Order, the Lands, together with all buildings and other structures, facilities and improvements located thereon, and all fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed or appurtenant thereto, be conveyed to and vest in the Purchaser in fee simple, free and clear of all of the interest, right, title, estate and equity of redemption of the parties, and specifically of PGGP and any persons claiming by, through or under PGGP, which interests, rights, title, estate and equity of redemption will on the closing of the Transaction be extinguished, save and except for the reservations, provisos, exceptions and conditions expressed in the original grant or grants thereof from the Crown.
3. Vacant possession of the Lands be delivered to the Purchaser at 12:00 noon on July 15, 2010.
4. The Receiver shall have authority to extend for a period not exceeding 10 days the date for Closing of the Transaction and the date for possession of the Lands.
5. The proceeds of the Transaction, net of closing costs, including but not limited to commissions and property taxes, shall be held in trust by the Receiver pending receipt of an opinion from its counsel, Bennett Jones LLP, and further order of this Honourable Court.
6. For the purpose of issuing title and in respect of the Lands, the Registrar of the Land Title Office is hereby directed to enter the Purchaser as the owner of the Lands, and to cancel the following charges, liens, encumbrances, caveats, and mortgages insofar as they apply to the Lands:

Party	Nature of Charge	Registration No.
Signature Lakeside RV Finance Corp.	Mortgage	BB1105248
Signature Lakeside RV Finance Corp.	Assignment of Rents	BB1105249
Solar Star Holdings Inc. 1105550 Alberta Inc. Sano Stante Real Estate Inc. Robert David Penner Aquino Belavy & Associates Ltd. <i>inter alia</i>	Mortgage	CA1296585
Solar Star Holdings Inc. 1105550 Alberta Inc.	Assignment of Rents	CA1296586

Sano Stante Real Estate Inc. Robert David Penner Aquino Belavy & Associates Ltd. <i>inter alia</i>		
Agreement granting CA1296585 priority over BB1105248 and BB1105249	Priority Agreement	BB1110516
Agreement granting CA1296586 priority over BB1105248 and BB1105249	Priority Agreement	BB1110517

7. Upon closing of the Transaction, all of the Receiver's right, title and interest in and to the Lands shall, without further instrument of transfer or assignment, vest in the Purchaser as contemplated by the Woodland Caribou Sale Agreement, absolutely and forever, free and clear of and from any and all claims by, through, or under PGGP, and any and all estate, right, title, interest and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation any rights or interests of any creditors of PGGP whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as "the Claims", whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entitles of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants"), including for greater certainty and without limiting the generality of the foregoing: (i) the claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceedings.
8. The Purchaser shall, by virtue of the completion of the Transaction have no liability of any kind whatsoever to any Claimants in respect of any Claims they may have against PGGP.
9. The Transaction shall not be void or voidable at the instance of Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1925, c. B-3, as amended (the "BIA") or any other applicable federal or provincial legislation, and the Transaction, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.

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



J.C.Q.B.A.

ENTERED this 8 day of July,
2010.

K. MCAUSLAND



CLERK OF THE COURT

ACTION NO: 0901-17143

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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., CONB DEVELOPMENT
CORP., CONB FINANCE CORP., SIGNATURE LAKESIDE
RV FINANCE CORP., ALLAN BEACH DEVELOPMENTS
GP LTD., ALLAN BEACH LIMITED PARTNERSHIP,
BEACHES WEST CAPITAL CORP., POPLAR GROVE
DEVELOPMENTS GP LTD., POPLAR GROVE LIMITED
PARTNERSHIP, BIRCH BAY DEVELOPMENTS GP LTD.,
BIRCH BAY DEVELOPMENTS LIMITED PARTNERSHIP,
FRANCOIS CAPITAL CORP., A VIRGINIA WILSON
HOLDINGS, FIR CREST RESORT DEVELOPMENT LP,
FIR CREST RESORT DEVELOPMENT GP LTD., FIR
CREST FINANCE CORP., FIR CREST CAPITAL CORP.,
SCI FINANCE CORP., SIGNATURE US SUNBELT
CAPITAL CORP., SIGNATURE US SUNBELT
INVESTMENT CORP., SCI BRIDGE II FINANCE CORP.,
SUMMERS PLACE GP LTD., SUMMERS PLACE LIMITED
PARTNERSHIP, METRO WEST I GP LTD., METRO WEST
II GP LTD., SIGNATURE LETHBRIDGE FAIRVIEW
CAPITAL CORP., HEARTHWOOD I LIMITED
PARTNERSHIP, HEARTHWOOD II LIMITED
PARTNERSHIP, HEARTHWOOD III LIMITED
PARTNERSHIP, HEARTHWOOD I DEVELOPMENTS GP
LTD., HEARTHWOOD II DEVELOPMENTS GP LTD., and
HEARTHWOOD III DEVELOPMENTS GP LTD.
(collectively the "Signature Companies")

VESTING ORDER

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