I hereby certify this to be a true copy of
the original Order
Dated this 29 day of June 2010
for Clerk of the Court

Action No. 0901-11048

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

IN THE MATTERS OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, SECTION 13(2) OF THE *JUDICATURE ACT*, R.S.A. 2000, c. J-2, AS AMENDED, AND SECTION 99(a) OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9, AS AMENDED

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT II CORPORATION, CONCRETE ASSOCIATES INVESTMENT III CORPORATION, CONCRETE ASSOCIATES INVESTMENT IV CORPORATION, CONCRETE ASSOCIATES INVESTMENT V CORPORATION, EL GOLFO INVESTMENT CORPORATION, COSTA KORAAL INVESTMENT CORPORATION, LUNA MORADA INVESTMENT CORPORATION, CONCRETE EQUITIES EXECUTIVE CLUB INC., 1456775 ALBERTA LTD. AND CONCRETE PLACE PROPERTIES LTD.

BEFORE THE HONOURABLE	)	At the Calgary Courts Centre, in the City of
	)	
JUSTICE B.E.C. ROMAINE	)	Calgary, in the Province of Alberta, on
	)	
IN CHAMBERS	)	Tuesday, the 29th day of June, 2010

AMENDED ORDER

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as Interim Receiver and Receiver and Manager and Monitor (collectively, the "**Monitor**") of Wealthcrete Investment Corporation as General Partner of Safeguard Real Estate Fund Limited Partnership ("**Safeguard I LP**"), Concrete Associates Investment Corporation as General Partner of Safeguard Real Estate Fund II Limited Partnership ("**Safeguard II LP**"), Concrete Associates Investment II Corporation as General Partner of Safeguard Real Estate Fund III Limited Partnership ("**Safeguard III LP**"), Concrete Associates Investment III Corporation as General Partner of Safeguard Real Estate Fund IV Limited Partnership ("**Safeguard IV LP**"), and Concrete Associates Investment IV Corporation as General Partner of Safeguard Real Estate Fund V Limited Partnership ("**Safeguard V LP**") (Safeguard I LP, Safeguard II LP, Safeguard III LP, Safeguard IV LP and Safeguard V LP shall hereinafter be collectively referred to as the "**Safeguard LPs**" and their respective General Partners shall be hereinafter collectively referred to as the "**Concrete GPs**"); **AND UPON** reading the Seventh Report of the Monitor dated May 3, 2010 and the Eighth Report of the Monitor dated May 31, 2010; **AND UPON** reading the Settlement Agreement dated the 27th day of April, 2010 as amended by the Settlement Amending Agreement dated the 26th day of

May, 2010 (collectively, the "**Settlement Agreement**") made between the Monitor in its capacity as Receiver and Manager and Monitor of each of the Safeguard LPs and the Concrete GPs, and Strategic Financial Corp., Airways Business Plaza Limited Partnership and its General Partner Airways Business Plaza Capital Corp., Symcor-Otis Limited Partnership and its General Partner Symcor-Otis Capital Corp., and Glenmore Commerce Court Limited Partnership and its General Partner Glenmore Commerce Court Capital Corp. (collectively, the "**Strategic Group**") that is attached hereto as **Schedule "A"**; **AND UPON** hearing special counsel for the Monitor, counsel for the Strategic Group and counsel present for other parties; **AND UPON** being satisfied that the Settlement Agreement is commercially reasonable and in the best interests of the Safeguard LPs and the Concrete GPs;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the Notice of Motion and materials in support thereof is herby abridged to the date of actual service and service, including the manner of service of the application materials, is hereby approved and validated, the application is properly returnable today and further service of the Notice of Motion, other than to those listed on the Service List attached to the Notice of Motion, is hereby dispensed with.

2. The Settlement Agreement is hereby approved.

3. The Monitor is hereby authorized and directed to execute and deliver, *nunc pro tunc*, the Settlement Agreement to the Strategic Group and to take all steps and actions necessary to implement the Strategic Agreement, including, without limitation, authorizing the Monitor to execute and deliver any documents necessarily incidental or ancillary to give effect to the Settlement Agreement.

4. To secure repayment of the Settled Strategic Claims Principal and the Settled Strategic Group Claims Interest Payments (as such terms are defined in the Settlement Agreement) in accordance with the terms of the Settlement Agreement, the Strategic Group is hereby granted a fixed security interest charge (collectively, the "**Strategic Group Security Charge**"):

   (a) Against title to the lands municipally described as Millrise Plaza, 15 Millrise Boulevard S.W., Calgary, Alberta and legally described as:

      Plan 9010672
      Block 2

Lot 15
Excepting Thereout All Mines and Minerals

(the "**Millrise Lands**") and,

against title to the lands municipally described as Deer Valley Station, 13750 Bow Bottom Trail S.E., Calgary, Alberta and legally described as

Plan 9412361
Block 30
Lot 4
Excepting Thereout All Mines and Minerals

(the "**Deer Valley Lands**") in the principal amount of $299,731.42 plus interest at a rate of 9% per annum with respect to monies payable by Safeguard I LP and its General Partner to the Strategic Group;

(b) Against title to lands municipally described as the SNC Lavalin Building, 909 – 5 Avenue S.W., 911 – 5 Avenue S.W., 915 – 5 Avenue S.W., 505 – 8 Street S.W., 509 – 8 Street S.W., 513 – 8 Street S.W. and 517 – 8 Street S.W., Calgary, Alberta and legally described as:

Plan A1
Block 26
Lot 14
Excepting Thereout : (As To Surface Only) A Portion For Street Widening on Plan 8211788

Plan A1
Block 26
Lot 15
Excepting Thereout : (As To Surface Only) A Portion For Street Widening on Plan 8211788

Plan A1
Block 26
Lot 16
Excepting Thereout : (As To Surface Only) A Portion For Street Widening on Plan 8211788

Plan Calgary 3790P
Lot A
Excepting Thereout : (As To Surface Only) A Portion For Street Widening on Plan 8211788

Plan Calgary 3790P
Lot B
Excepting Thereout : (As To Surface Only) A Portion For Street Widening on
Plan 8211788

Plan Calgary 3790P
Lot C
Excepting Thereout : (As To Surface Only) A Portion For Street Widening on
Plan 8211788

Plan Calgary 3790P
Lot D
Excepting Thereout : (As To Surface Only) A Portion For Street Widening on
Plan 8211788

(collectively, the "**SNC Lavalin Lands**") in the principal amount of $436,753.76 plus interest at a rate of 9% per annum with respect to monies payable by Safeguard II LP and its General Partner to the Strategic Group;

(c) Against title to lands municipally described as Castleridge Plaza, 55 Castleridge Drive N.E., Calgary, Alberta and legally described as:

Plan 9510021
Block 1
Lot 2
Excepting Thereout All Mines and Minerals

(the "**Castleridge Lands**") in the principal amount of $460,751.61 plus interest at a rate of 9% per annum with respect to monies payable by Safeguard III LP and its General Partner to the Strategic Group;

(d) Against title to lands municipally described as Concrete Equities Place, 396 – 11 Avenue S.W., Calgary, Alberta and legally described as set out in **Schedule "B"** attached hereto (the "**Concrete Equities Place Lands**") in the principal amount of $670,207.73 plus interest at a rate of 9% per annum with respect to monies payable by Safeguard IV LP and its General Partner to the Strategic Group; and

(e) Against title to lands municipally described as M.E.G Place, 1001 – 1 Street S.E, 121 – 10 Avenue S.E. and 115 – 10 Avenue S.E., Calgary, Alberta and legally described as:

Plan 8711689
Block 70

Lots 43
Excepting Thereout All Mines and Minerals

and

Plan A
Block 70
Lots 8 and 9
Excepting Thereout All Mines and Minerals

(collectively, the "**MEG Place Lands**") in the principal amount of $516,220.76 plus interest at a rate of 9% per annum with respect to monies payable by Safeguard V LP and its General Partner to the Strategic Group.

5. Notwithstanding the Initial Order granted herein on July 29, 2009 and the Amended and Restated Receivership Order granted herein on December 14, 2009, the Strategic Group Security Charge shall rank in priority to all interest, charges and encumbrances in favour of any other creditors of the Safeguard LPs and the Concrete GPs with the exception of (collectively, the "**Present Priority Charges**"):

(a) Any existing security held by the respective mortgagees registered as at April 27, 2010 against title to the Millrise Lands, the Deer Valley Lands, the SNC Lavalin Lands, the Castleridge Lands, the Concrete Equities Place Lands and the MEG Place Lands (collectively, the "**Properties**");

(b) The DIP Charge and DIP Security (as such terms are defined in the Order of the Honourable Madam Justice K.M. Horner granted herein on April 12, 2010);

(c) The Receiver's Charge (as such term is defined in the Receivership Order granted herein on July 29, 2009); and

(d) The Receiver's Borrowing Charge (as such term is defined in the Amended and Restated Receivership Order granted herein on December 14, 2009).

The Strategic Group Security Charge shall be postponed to the Present Priority Charges and to any replacement security totalling no more than the Present Priority Charges.

6. The Strategic Group Security Charge shall not entitle any entity comprising the Strategic Group to foreclosure on any of the Properties should an Event of Default (as such term is defined in the Settlement Agreement) occur, but shall entitle any entity comprising the Strategic Group to commence legal proceedings against the Safeguard LP and its respective General Partner that committed the Event of Default (as such term is defined in the Settlement Agreement).

7. The Strategic Group Security Charge shall hereby replace any pre-filing security held by any of the entities comprising the Strategic Group as against any of the Safeguard LPs and the Concrete GPs and any such registrations with respect to same against title to the Properties. Any pre-filing registrations of the Strategic Group against title to the Properties shall be discharged with the exception of the Caveat filed by the Strategic Group to protect a leasehold interest.

8. This Order shall not become effective until such time as the Monitor has filed a certificate in the within proceedings certifying that:

(a) CIBC Mortgages Inc., the new general partner of Safeguard V LP, MEG Place L.P. Investment Corp., or its nominee (the "**New General Partner**"), and the current general partner of Safeguard V LP, Concrete Associates Investment IV Corporation (the "**Current General Partner**") (as and where applicable) have executed an assumption agreement on terms acceptable to the parties with respect to the MEG Place Lands;

(b) to the extent not otherwise provided for in the assumption agreement referenced in the immediately preceding subparagraph, the Current General Partner, the New General Partner (as and where applicable) and CIBC Mortgages Inc. have executed and delivered a mortgage amending agreement on terms acceptable to the parties;

(c) the New General Partner, CIBC Mortgages Inc., and the Strategic Group have executed and delivered an inter-creditor agreement on terms acceptable to the New General Partner, CIBC Mortgages Inc. and the Strategic Group; and

(d) the Monitor and the holders of the first mortgages ("**Computershare Trust Company of Canada**") on the Millrise Lands, the Deer Valley Lands and the Castleridge Lands have executed and delivered forbearance agreements on terms acceptable to the Monitor and Computershare Trust Company of Canada (the "**Forbearance Agreements**").

9. Notwithstanding the priority of the Strategic Group Security Charge granted pursuant to paragraph 5 hereof, the Strategic Group is at liberty to postpone any aspect of the Strategic Group Security Charge in favour of any new agreement or security granted to any secured creditor of the Safeguard LPs as contemplated in paragraph 8 hereof or otherwise.

10. Nothing in the Sanction Order granted in the within matter on June 2, 2010 sanctioning the Plan of Arrangement and Reorganization dated May 3, 2010 concerning Wealthcrete Investment Corporation and Safeguard I LP, or the Sanction Order granted in the within matter on June 2, 2010 sanctioning the Plan of Arrangement and Reorganization dated May 3, 2010 concerning Concrete Associates Investment II Corporation and Safeguard III LP, shall affect any remedies Computershare Trust Company of Canada may have under the Forbearance Agreements.

"B.E.C. Romaine
J.C.C.Q.B.A.

ENTERED this 29th day of June, 2010.

K. MCAUSLAND COURT SEAL

CLERK OF THE COURT

SCHEDULE "A"

SETTLEMENT AGREEMENT

THIS AGREEMENT dated the 27th day of April, 2010.

BETWEEN:

ERNST & YOUNG INC., in its capacity as court appointed Interim Receiver and Receiver and Manager and Monitor (the "**Receiver**") of each of
SAFEGUARD REAL ESTATE FUND LIMITED PARTNERSHIP ("**Safeguard I**")
and its General Partner **WEALTHCRETE INVESTMENT CORPORATION**,
SAFEGUARD REAL ESTATE FUND II LIMITED PARTNERSHIP ("**Safeguard II**")
and its General Partner **CONCRETE ASSOCIATES INVESTMENT CORPORATION**,
SAFEGUARD REAL ESTATE FUND III LIMITED PARTNERSHIP ("**Safeguard III**")
and its General Partner **CONCRETE ASSOCIATES INVESTMENT II CORPORATION**,
SAFEGUARD REAL ESTATE FUND IV LIMITED PARTNERSHIP ("**Safeguard IV**")
and its General Partner **CONCRETE ASSOCIATES INVESTMENT III CORPORATION**,
SAFEGUARD REAL ESTATE FUND V LIMITED PARTNERSHIP ("**Safeguard V**")
and its General Partner **CONCRETE ASSOCIATES INVESTMENT IV CORPORATION**

OF THE FIRST PART

AND:

STRATEGIC FINANCIAL CORP.,
AIRWAYS BUSINESS LIMITED PARTNERSHIP and its General Partner
AIRWAYS BUSINESS PLAZA CAPITAL CORP.,
SYMCOR-OTIS LIMITED PARTNERSHIP and its General Partner
SYMCOR-OTIS CAPITAL CORP.,
GLENMORE COMMERCE COURT LIMITED PARTNERSHIP and its General Partner
GLENMORE COMMERCE COURT CAPITAL CORP.
(collectively, the "**Strategic Group**")

OF THE SECOND PART

WHEREAS:

A. By Order of the Honourable Madam Justice B.E.C. Romaine of the Alberta Court of Queen's Bench ("**Justice Romaine**") issued in Alberta Court of Bench Action No. 0901-07666 on June 9, 2009, the Receiver was appointed as interim receiver over all of Safeguard I's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.

B. By Order of Justice Romaine issued in Alberta Court of Bench Action No. 0901-07667 on June 9, 2009, the Receiver was appointed as interim receiver over all of Safeguard II's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.

C. By Order of Justice Romaine issued in Alberta Court of Bench Action No. 0901-07668 on June 9, 2009, the Receiver was appointed as interim receiver over all of Safeguard III's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.

D. By Order of Justice Romaine issued in Alberta Court of Bench Action No. 0901-07669 on June 9, 2009, the Receiver was appointed as interim receiver over all of Safeguard IV's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.

E. By Order of Justice Romaine issued in Alberta Court of Bench Action No. 0901-07953 on June 9, 2009, the Receiver was appointed as interim receiver over all of Safeguard V's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.

(The Orders described in the preceding paragraphs A through E above shall hereinafter be collectively referred to as the "**Bankruptcy Proposal Proceedings Receivership Orders**".)

F. By Order of Justice Romaine issued in Alberta Court of Bench Action No. 0901-11048 (the "**CCAA Proceedings**") on July 29, 2009 (the "**Receivership Order**"), the Receiver was appointed as interim receiver and receiver and manager over all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of each of Safeguard I, Safeguard II, Safeguard III, Safeguard IV, Safeguard V (individually, a "**Safeguard LP**" and collectively, the "**Safeguard I-V LPs**") and their respective General Partners.

G. The Receivership Order granted the Receiver a charge (the "**Receiver's Charge**") against property of the Safeguard I-V LPs and their respective General Partners with respect to the fees of the Receiver and the fees and disbursements of the Receiver's legal counsel. The Receiver's Charge grants the Receiver a first charge in the amount of $50,000.00 and further provides that the balance after the first $50,000.00, if any, shall rank subordinate to the security of the first mortgagee on the subject property but in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any other Person (as that term is defined in the Receivership Order).

H. By Order of Justice Romaine issued on July 29, 2009, the Bankruptcy Proposal Proceedings Receivership Orders were restated, amended and consolidated with the Receivership Order granted in the CCAA Proceedings.

I. By Order of Justice Romaine issued in the CCAA Proceedings on July 29, 2009 (the "**Initial CCAA Order**"): (i) the Safeguard I-V LPs and their respective General Partners were granted protection under the *Companies Creditors' Arrangement Act*, R.S.C. 1985 c. C-36 (the "***CCAA***"); (ii) the Safeguard I-V LPs and their respective General Partners were granted authority to file with the Court a plan of compromise or arrangement; and (iii) the Receiver was appointed as Monitor in the CCAA Proceedings.

J. By Orders of Justice Romaine issued in the CCAA Proceedings on each of August 19, 2009, October 29, 2009, December 14, 2009 and February 26, 2010 (collectively, the

“CCAA Extension Orders”) the protection granted under the *CCAA* pursuant to the Initial CCAA Order were extended such that such protection is presently set to expire at 12:00 Noon on April 30, 2010.

K. By Order of Justice Romaine issued in the CCAA Proceedings on December 14, 2009 (the **“Amended and Restated Receivership Order”**) the Receivership Order was amended and provided, *inter alia*, that the Receiver be empowered to borrow (the **“Receiver's Borrowings”**) by way of a revolving credit or otherwise, such monies as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed:

(a) in relation to Safeguard II and its General Partner, Concrete Associates Investment Corporation, the aggregate sum of $450,000.00;

(b) in relation to Safeguard III and its General Partner, Concrete Associates Investment II Corporation, the aggregate sum of $550,000.00;

(c) in relation to Safeguard IV and its General Partner, Concrete Associates Investment III Corporation, the aggregate sum of $350,000.00; and

(d) in relation to each other Applicant (as such term is defined in the Amended and Restated Receivership Order, which includes Wealthcrete Investment Corporation, the General Partner of Safeguard I, and Concrete Associates Investment VI Corporation, the General Partner of Safeguard V) and related Limited Partnerships (as such term is defined in the Amended and Restated Receivership Order, which includes Safeguard I and Safeguard V), the aggregate sum of $100,000.00 each.

The Amended and Restated Receivership Order further provided that the whole of the property of the respective Safeguard I-V LPs and their respective General Partners is charged by way of a fixed and specific charge with respect to the Receiver's Borrowings (the **“Receiver's Borrowing Charge”**).

L. By Order of Justice Romaine issued in the CCAA Proceedings on December 14, 2009 (the **“Claims Process Order”**):

(a) every creditor of any of the respective Safeguard I-V LPs and their respective General Partners claiming to have a Pre-Filing Claim (as such term is defined in the Claims Process Order) against such entities must file a Proof of Claim (as such term is defined in the Claims Process Order) with the Receiver by no later than 5:00 p.m. (Mountain Time) on January 22, 2010 (the **“Claims Bar Date”**);

(b) the Receiver is to review each Proof of Claim received by the Claims Bar Date and if such claim was revised or disallowed by the Receiver, the Receiver is to issue a Notice of Revision or Disallowance (as such term is defined in the Claims Process Order) to the creditor on or before 5:00 p.m. on February 3, 2010 (the **“Claims Disallowance Date”**); and

(c) any creditor receiving a Notice of Revision or Disallowance who disputes same shall deliver a Notice of Dispute (as such term is defined in the Claims Process Order) to the Receiver by 5:00 p.m. (Mountain Time) on February 12, 2010 (the "**Notice of Dispute Date**") and thereafter file and serve on the Receiver a Notice of Motion in the CCAA Proceedings returnable within fifteen (15) days after it delivered a Notice of Dispute for determination of the disputed claim.

M. The Strategic Group, in accordance with the terms of the Claims Process Order, filed Proof of Claims with the Receiver by the Claims Bar Date against each of the respective Safeguard I-V LPs and their respective General Partners (collectively, the "**Initial Strategic Group Claims**") as follows:

(a) Strategic Financial Corp. claimed to have secured claims, jointly and severally, against each of: (i) Safeguard I and its General Partner, Wealthcrete Investment Corporation; (ii) Safeguard II and its General Partner, Concrete Associates Investment Corporation; (iii) Safeguard III and its General Partner, Concrete Associates Investment II Corporation; and (iv) Safeguard IV and its General Partner, Concrete Associates Investment III Corporation; in the amount of $3,666,200.00;

(b) Strategic Financial Corp. claimed to have secured claims as against Safeguard V and its General Partner, Concrete Associates Investment IV Corporation, in the amount of $753,059.25;

(c) Each of Airways Business Plaza Limited Partnership, through its General Partner, Airways Business Plaza Capital Corp. (collectively, "**Airways Business Plaza**"), Symcor-Otis Limited Partnership, through its General Partner, Symcor-Otis Capital Corp. (collectively, "**Symcor-Otis**"), and Glenmore Commerce Court Limited Partnership, through its General Partner, Glenmore Commerce Court Capital Corp. (collectively, "**Glenmore Commerce**") claimed to have secured claims, jointly and severally, against each of: (i) Safeguard I and its General Partner, Wealthcrete Investment Corporation; (ii) Safeguard II and its General Partner, Concrete Associates Investment Corporation; (iii) Safeguard III and its General Partner, Concrete Associates Investment II Corporation; and (iv) Safeguard IV and its General Partner, Concrete Associates Investment III Corporation; in the amount of $17,304,504.30; and

(d) Each of Airways Business, Symcor-Otis and Glenmore Commerce claimed to have secured claims as against Safeguard V and its General Partner, Concrete Associates IV Investment Corporation, in the amount of $14,391,363.55.

N. The Receiver, in accordance with the Claims Process Order, reviewed the Initial Strategic Group Claims and issued Notices of Revision or Disallowance (the "**Notices of Disallowance**") with respect to the Initial Strategic Group Claims by the Claims Disallowance Date. The Notices of Disallowance:

(a) Disallowed the claims of Strategic Financial Corp. in their entirety;

(b) Disallowed the claims of Airways Business Plaza, Symcor-Otis and Glenmore Commerce against the Safeguard I-V LPs in their entirety; and

(c) Revised the claims of Airways Business Plaza, Symcor-Otis and Glenmore Commerce as against each of Wealthcrete Investment Corporation, Concrete Associates Investment Corporation, Concrete Associates Investment II Corporation, Concrete Associates Investment III Corporation and Concrete Associates Investment IV Corporation (collectively, the "**Concrete GPs**") to secured claims of $2,563,007.77 and limited the security to receivables owing to the Concrete GPs by the Safeguard I-V LPs.

O. The Strategic Group, in accordance with the Claims Process Order, delivered to the Receiver by the Notice of Dispute Date, Notices of Dispute (the "**Notices of Dispute**") with respect to the Notices of Disallowance. The Notices of Dispute set out the terms of the revised claims of the Strategic Group (collectively, the "**Revised Strategic Group Claims**") as follows:

(a) Acknowledged that the claims of Strategic Financial Corp. are not joint and several.

(b) Disputed the Notice of Disallowance regarding the claims of the Strategic Financial Corp. as against the Safeguard I-V LPs and their respective General Partners such that Strategic Financial Corp. claimed to have:

(i) secured claims in the amount of $395,806.64 against Safeguard I and its General Partner, Wealthcrete Investment Corporation;

(ii) secured claims in the amount of $655,886.46 against Safeguard II and its General Partner, Concrete Associates Investment Corporation;

(iii) secured claims in the amount of $702,546.54 against Safeguard III and its General Partner, Concrete Associates Investment II Corporation;

(iv) secured claims in the amount of $1,105,494.82 against Safeguard IV and its General Partner, Concrete Associates Investment III Corporation; and

(v) secured claims in the amount of $809,485.40 against Safeguard V and its General Partner, Concrete Associates Investment VI Corporation.

(c) Disputed the Notice of Disallowance regarding the claims of Airways Business Plaza, Symcor-Otis and Glenmore Commerce as against the Safeguard I-V LPs such that Airways Business Plaza, Symcor-Otis and Glenmore Commerce claimed to have:

(i) secured claims in the amount of $395,806.64 against Safeguard I;

(ii) secured claims in the amount of $655,886.46 against Safeguard II;

(iii) secured claims in the amount of $702,546.54 against Safeguard III;

(iv) secured claims in the amount of $1,105,494.82 against Safeguard IV; and

(v) secured claims in the amount of $809,485.40 against Safeguard V.

(d) Disputed the Notice of Disallowance regarding the claims of Airways Business Plaza, Symcor-Otis and Glenmore Commerce as against the Concrete GPs such that Airways Business Plaza, Symcor-Otis and Glenmore Commerce claimed to have:

(i) secured claims in the amount of $14,034,110.94 against Wealthcrete Investment Corporation;

(ii) secured claims in the amount of $14,294,190.76 against Concrete Associates Investment Corporation;

(iii) secured claims in the amount of $14,430,850.84 against Concrete Associates Investment II Corporation;

(iv) secured claims in the amount of $14,743,799.12 against Concrete Associates Investment III Corporation; and

(v) secured claims in the amount of $14,447,789.70 against Concrete Associates Investment IV Corporation.

P. The Strategic Group, in accordance with the Claims Process Order, filed and served a Notice of Moton in the CCAA Proceedings on the Receiver returnable on February 26, 2010 for a determination of the Revised Strategic Group Claims (the "**Dispute Application**").

Q. The Dispute Application was adjourned *sine die* on February 26, 2010.

R. By Order of Justice Romaine issued in the CCAA Proceedings on April 12, 2010:

(a) the Receiver was authorized and empowered to borrow from The Standard Life Assurance Company of Canada ("**Standard Life**") up to a maximum of $315,000 (the "**Chiller DIP Loan**") to fund the purchase and installation of a new chiller unit on the SNC Lavalin building municipally described as 909 – 5th Avenue S.W., Calgary, Alberta;

(b) as security for the Chiller Loan, Standard Life was granted a security interest in all of the present and future movable and immovable property, corporeal and incorporeal assets and all proceeds derived directly or indirectly therefrom of Concrete Associates Investment Corporation as General Partner of Safeguard II (the "**Chiller DIP Financing Charge**"); and

(c) the Chiller DIP Financing was granted priority to all interests, charges and encumbrances in favour of all other creditors of Safeguard II and its General Partner Concrete Associates Investment Corporation.

S. The Receiver and the Strategic Group have agreed to settle those portions of the Initial Strategic Group Claims and the Revised Strategic Group Claims as they relate to claims against the Safeguard I-V LPs and their respective General Partners (hereinafter collectively referred to as the "**Strategic Group Claims**") upon certain terms and conditions more particularly described in this Settlement Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of each of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 1
ACKNOWLEDGEMENTS

1.1 RECITALS

Each of the parties hereto acknowledge and agree that each of the recital paragraphs A. to S. to this Settlement Agreement are accurate and complete and form an integral part of this Settlement Agreement.

ARTICLE 2
SETTLEMENT

2.1 SETTLED AMOUNT OF STRATEGIC GROUP CLAIMS

Each of the parties hereto acknowledge and agree that: (i) the principal owing on the Strategic Group Claims are hereby quantified in the following agreed upon amounts; and (ii) the the claims of the various entities comprising the Strategic Group shall collectively be accepted against the entities stated below in the following agreed upon principal amounts (collectively, the "**Settled Strategic Group Claims Principal**"):

(a) $299,731.47 as against Safeguard I and its General Partner Wealthcrete Investment Corporation;

(b) $436,753.76 as against Safeguard II and its General Partner Concrete Associates Investment Corporation;

(c) $460,751.61 as against Safeguard III and its General Partner Concrete Associates Investment II Corporation;

(d) $670,207.73 as against Safeguard IV and its General Partner Concrete Associates Investment III Corporation; and

(e) $516,220.76 as against Safeguard V and its General Partner Concrete Associates Investment IV Corporation.

2.2 DATE OF QUANTIFICATION OF SETTLED STRATEGIC GROUP CLAIMS

The Settled Strategic Group Claims Principal is quantified as of the date of July 1, 2010.

2.3 INTEREST RATE ON SETTLED STRATEGIC GROUP CLAIMS

Interest on the Settled Strategic Group Claims Principal shall be payable at a rate of 9% per annum calculated and compounded monthly on the last day of each month until the date of payment in full.

2.4 WITHDRAWAL OF DISPUTE APPLICATION

The Strategic Group hereby acknowledges and agrees that the Dispute Application as it specifically relates to the Strategic Group Claims is hereby withdrawn.

ARTICLE 3
REPAYMENT OF SETTLED STRATEGIC GROUP CLAIMS

3.1 PAYMENT OF SETTLED STRATEGIC GROUP CLAIMS PRINCIPAL

The Settled Strategic Group Claims Principal shall be repayable as follows:

(a) With respect to the $299,731.42 sum payable by Safeguard I and its General Partner Wealthcrete Investment Corporation, such sum shall not be payable until such time as the primary assets of Safeguard I consisting of: (i) a property municipally described as 13750 Bow Bottom Trail S.E., Calgary, Alberta ("**Deer Valley Station**"); and (ii) a property municipally described as 15 Millrise Boulevard S.W., Calgary, Alberta ("**Millrise Plaza**"), are sold.

(b) With respect to the $436,753.76 sum payable by Safeguard II and its General Partner Concrete Associates Investment Corporation, such sum shall not be payable until such time as the primary asset of Safeguard II consisting of a property municipally described as 909 – 5 Avenue S.W., Calgary, Alberta (the "**SNC Lavalin Building**") is sold.

(c) With respect to the $460,751.61 sum payable by Safeguard III and its General Partner Concrete Associates Investment II Corporation, such sum shall not be payable until such time as the primary asset of Safeguard III consisting of a property municipally described as 55 Castleridge Boulevard N.E., Calgary, Alberta ("**Castleridge**") is sold.

(d) With respect to the $670,207.73 sum payable by Safeguard IV and its General Partner Concrete Associates Investment III Corporation, such sum shall not be payable until such time as the primary asset of Safeguard IV consisting of a property municipally described as 396 – 11 Avenue S.W., Calgary, Alberta (**"Concrete Equities Place"**) is sold.

(e) With respect to the $516,220.76 sum payable by Safeguard V and its General Partner Concrete Associates Investment IV Corporation, such sum shall not be payable until such time as the primary asset of Safeguard V consisting of a property municipally described as 1001 - 1 Street S.E., Calgary, Alberta (**"MEG Place"**) is sold.

3.2 PAYMENT OF INTEREST

Interest on the Settled Strategic Group Claims Principal shall be payable in monthly instalments and shall be payable on the first day of each month commencing August 1, 2010 and shall be payable in the following amounts as follows (collectively, the **"Settled Strategic Group Claims Interest Payments"**):

(a) With respect to the interest payable by Safeguard I and its General Partner Wealthcrete Investment Corporation, the monthly interest payment shall be $2,247.99.

(b) With respect to the interest payable by Safeguard II and its General Partner Concrete Associates Investment Corporation, the monthly interest payment shall be $3,275.65.

(c) With respect to the interest payable by Safeguard III and its General Partner Concrete Associates Investment II Corporation, the monthly interest payment shall be $3,455.64.

(d) With respect to the interest payable by Safeguard IV and its General Partner Concrete Associates Investment III Corporation, the monthly interest payment shall be $5,026.56.

(e) With respect to the interest payable by Safeguard V and its General Partner Concrete Associates Investment IV Corporation, the monthly interest payment shall be $3,871.66.

3.3 EARLY REPAYMENT OPTION

Each of the Safeguard I-V LPs and their respective General Partner shall have the option of repaying its respective share of the Settled Strategic Group Claims Principal, without penalty or bonus, prior to sale of that particular Safeguard LP's primary asset, provided however that the Strategic Group has received a minimum of six (6) months of Settled Strategic Group Claims Interest Payments from that particular Safeguard LP and its respective General Partner.

ARTICLE 4
SECURITY

4.1 SECURITY FOR REPAYMENT OF THE SETTLED STRATEGIC GROUP CLAIMS PRINCIPAL AND INTEREST

To secure repayment of the Settled Strategic Group Claims Principal and the Settled Strategic Group Claims Interest Payments, the Receiver shall seek an Order of the Alberta Court of Queen's Bench in the CCAA Proceedings (the "**Strategic Group Security Court Order**") granting the Strategic Group a fixed security interest charge (collectively, the "**Strategic Group Security**"):

(a) Against title to each of Deer Valley Station and Millrise Plaza with respect to the $299,731.42 portion of the Settled Strategic Group Claims Principal and the $2,247.99 monthly portion of the Settled Strategic Group Claims Interest Payments payable by Safeguard I and its General Partner Wealthcrete Investment Corporation.

(b) Against title to the SNC Lavalin Building with respect to the $436,753.76 portion of the Settled Strategic Group Claims Principal and the $3,275.65 monthly portion of the Settled Strategic Group Claims Interest Payments payable by Safeguard II and its General Partner Concrete Associates Investment Corporation.

(c) Against title to Castleridge with respect to the $460,751.61 portion of the Settled Strategic Group Claims Principal and the $3,455.64 monthly portion of the Settled Strategic Group Claims Interest Payments payable by Safeguard III and its General Partner Concrete Associates Investment II Corporation.

(d) Against title to Concrete Equities Place with respect to the $670,207.73 portion of the Settled Strategic Group Claims Principal and the $5,026.56 monthly portion of the Settled Strategic Group Claims Interest Payments payable by Safeguard IV and its General Partner Concrete Associates Investment III Corporation.

(e) Against title to MEG Place with respect to the $516,220.76 portion of the Settled Strategic Group Claims Principal and the $3,781.66 monthly portion of the Settled Strategic Group Claims Interest Payments payable by Safeguard V and its General Partner Concrete Associates Investment IV Corporation.

4.2 POSITION OF STRATEGIC GROUP SECURITY

The Strategic Group Security shall rank in priority to all other claimants with the exception of the following (collectively, the "**Present Charges**"):

(a) Any existing mortgages registered as at April 27, 2010 against title to Deer Valley Station, Millrise Plaza, the SNC Lavalin Building, Castleridge, Concrete Equities Place and MEG Place (collectively, the "**Real Property**");

(b) The Chiller DIP Financing Charge;

(c) The Receiver's Charge; and

(d) The Receiver's Borrowing Charge.

The Strategic Group Security shall be postponed to the Present Charges and to any replacement security totalling no more than the Present Charges.

4.3 <u>LIMITATIONS OF THE STRATEGIC GROUP SECURITY</u>

The Strategic Group Security will entitle the Strategic Group to receive payment of the particular Safeguard LPs and its respective General Partner's share of the Settled Strategic Group Claims Principal upon the sale of that particular Safeguard LP's Real Property. Should an Event of Default (as defined below) occur, the Strategic Group Security shall not entitle any entity comprising the Strategic Group to foreclose on any of Deer Valley Station, Millrise Plaza, the SNC Lavalin Building, Castleridge, Concrete Equities Place or MEG Place. Should an Event of Default occur, the Strategic Group Security shall however be entitled to commence legal proceedings against the Safeguard LP and its respective General Partner that has committed the Event of Default.

4.4 <u>CONDITION PRECEDENT OF THE STRATEGIC GROUP COURT ORDER</u>

It is a condition precedent of the settlements contemplated by this Settlement Agreement that:

(a) the Strategic Security Court Order be obtained on or before June 11, 2010 (the "**Condition Precedent Fulfilment Date**"), which date may be extended by agreement in writing by the parties hereto. The Strategic Security Court Order will include express approval of the terms of this Settlement Agreement; and

(b) that the Receiver obtain an Order sanctioning a plan of compromise or arrangement with respect to the Safeguard I-V LPs in the CCAA Proceedings (the "**Plan Sanctioning Order**") on or before the Condition Precedent Fulfillment Date.

In the event either the Strategic Security Court Order or the Plan Sanctioning Order is not obtained by the Condition Precedent Fulfillment Date, this Settlement Agreement shall be null and void.

ARTICLE 5
DEFAULT

5.1 <u>EVENT OF DEFAULT</u>

Should:

(a) a Safeguard LP and its respective General Partner fail to make a Settled Strategic Group Claims Interest Payment on the date required in accordance with section 3.2 hereof (an "Interest Payment Default"); and

(b) should such Interest Payment Default not be remedied within sixty (60) days;

such event shall be considered an event of default (**"Event of Default"**) hereunder and shall entitle the Strategic Group to exercise such remedies as are available to it pursuant to section 4.3 hereunder.

5.2 REPLACEMENT OF GENERAL PARTNER

The Receiver shall be at liberty to replace any of the Concrete GPs as General Partner of any of the Safeguard I-V LPs with a new entity to act as General Partner and such replacement shall not constitute an Event of Default hereunder.

ARTICLE 6
RELEASE & DISCHARGE

6.1 RELEASE BY STRATEGIC GROUP

Payment of the Settled Strategic Group Claims Principal and Settled Strategic Group Claims Interest Payments in accordance with the terms of this Settlement Agreement represents full and final settlement of all claims of the Strategic Group against each of the Safeguard I-V LPs and their respective General Partners. Upon receipt of payment of a respective Safeguard LPs and its respective General Partner share of the Settled Strategic Group Claims Principal and Settled Strategic Group Claims Interest Payments in accordance with the terms of this Settlement Agreement, each entity comprising the Strategic Group, together with its employees, servants, agents, directors, officers, members, administrators, predecessors, successors, affiliates, heirs, beneficiaries, assigns and executors, hereby acknowledges and agrees to release and forever discharge that particular Safeguard LP and its respective General Partner from any and all manner of actions, cause and causes of action, contracts (whether expressed or implied), claims, demands, damages, loss, injury, suits, debts, sums of money, indemnity, expenses, interest, costs and claims of any kind and every kind and nature whatsoever, at law or in equity or statutory, which it ever had or now have or which they can, shall or may hereafter have by reason of any cause, matter or thing AND (without limiting the generality of the foregoing) in particular with respect to: (i) the Strategic Group Claims; (ii) the Settled Strategic Group Claims Principal and Settled Strategic Group Claims Interest Payments; and (iii) any claims any entity comprising the Strategic Group may have or acquire through the bankruptcies of Varun Aurora and Dave Humeniuk, or through Vincenzo De Palma or through any future bankruptcy of Vincenzo De Palma against a particular Safeguard LP and its respective General Partner (collectively, the **"Release"**). The Release shall not apply to any claims that the Strategic Group has against Safeguard Real Estate Fund VI Limited Partnership and its General Partner Concrete Associates Investment V Corporation, Safeguard Real Estate Fund VII Limited Partnership and its General Partner Concrete Associates Investment VI Corporation, nor to any claim that 550 Capital Corp., an entity affiliated with the Strategic Group, may have against any of the Safeguard I-V LPs and their respective General Partners.

6.2 DISCHARGE OF STRATEGIC GROUP SECURITY

Upon receipt of payment of a Safeguard LPs' and its respective General Partner's share of the Settled Strategic Group Claims Principal and Settled Strategic Group Claims Interest Payments in accordance with the terms of this Settlement Agreement, the Strategic Group shall discharge the Strategic Group Security registered against title of that particular Safeguard LP's Real Property.

ARTICLE 7
MISCELLANEOUS

7.1 ENTIRE AGREEMENT

Each of Receiver and the Strategic Group expressly agrees that this Settlement Agreement, as written, represents the entire agreement between the parties hereto and this Settlement Agreement may not be altered, added to or varied without the express written authorization of each of the parties hereto. Each of the Receiver and the Strategic Group further acknowledge that neither the Receiver nor any entity comprising the Strategic Group has made or relied upon other representations, inducements, statements, conditions, terms or warranties (neither written nor oral nor expressed nor implied) except as expressly set out in writing in this Settlement Agreement.

7.2 ENUREMENT

This Settlement Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

7.3 GOVERNING LAW

This Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each of the parties hereby attorns to the non-exclusive jurisdiction of the Courts of Alberta.

7.4 INVALIDITY OF PROVISIONS

If any one or more of the provisions contained in this Settlement Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7.5 TIME OF THE ESSENCE

The parties agree that time shall be of the essence of this Settlement Agreement in all respects.

7.6 FURTHER ASSURANCES

The parties hereby agree that they will execute such further documents, deeds, assurances, including any amendments to all or any of the Strategic Group Security, and that they will do all such acts as may be reasonably required to fully implement the intent of this Settlement Agreement.

7.7 WAIVER

No condoning, excusing or waiver by any party of any default, breach or non-observance by another party at any time or times with respect to any covenants or provisos contained in this Settlement Agreement shall constitute a waiver by that party of its rights to act upon such or further default, breach or non-observance.

7.8 COUNTERPART EXECUTION

This Settlement Agreement may be executed in two or more counterparts, and may be signed by facsimile or other means of electronic communication producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above.

Balance of page intentionally left blank. Execution pages to follow.

IN WITNESS WHEREOF the parties have executed this Settlement Agreement effective as of the date first above written.

ERNST & YOUNG INC., in its capacity as court appointed Interim Receiver and Receiver and Manager and Monitor of each of:
SAFEGUARD REAL ESTATE FUND LIMITED PARTNERSHIP
and its General Partner **WEALTHCRETE INVESTMENT CORPORATION,**
SAFEGUARD REAL ESTATE FUND II LIMITED PARTNERSHIP
and its General Partner **CONCRETE ASSOCIATES INVESTMENT CORPORATION,**
SAFEGUARD REAL ESTATE FUND III LIMITED PARTNERSHIP
and its General Partner **CONCRETE ASSOCIATES INVESTMENT II CORPORATION,**
SAFEGUARD REAL ESTATE FUND IV LIMITED PARTNERSHIP
and its General Partner **CONCRETE ASSOCIATES INVESTMENT III CORPORATION,**
and **SAFEGUARD REAL ESTATE FUND V LIMITED PARTNERSHIP**
and its General Partner **CONCRETE ASSOCIATES INVESTMENT IV CORPORATION**

Per:____________________________

STRATEGIC FINANCIAL CORP.

Per:____________________________

AIRWAYS BUSINESS PLAZA CAPITAL CORP. in its own corporate capacity and its capacity as General Partner of **AIRWAYS BUSINESS LIMITED PARTNERSHIP**

Per:____________________________

SYMCOR-OTIS CAPITAL CORP. in its own corporate capacity and its capacity as General Partner of **SYMCOR-OTIS LIMITED PARTNERSHIP**

Per:____________________________

GLENMORE COMMERCE COURT CAPITAL CORP. in its own corporate capacity and its capacity as General Partner of **GLENMORE COMMERCE COURT LIMITED PARTNERSHIP**

Per:____________________________

SETTLEMENT AMENDING AGREEMENT

THIS AGREEMENT made this 26th day of May, 2010.

BETWEEN:

ERNST & YOUNG INC., in its capacity as court appointed Interim Receiver and Receiver and Manager and Monitor (the "**Receiver**") of each of
SAFEGUARD REAL ESTATE FUND LIMITED PARTNERSHIP ("**Safeguard I**")
and its General Partner **WEALTHCRETE INVESTMENT CORPORATION**,
SAFEGUARD REAL ESTATE FUND II LIMITED PARTNERSHIP ("**Safeguard II**")
and its General Partner **CONCRETE ASSOCIATES INVESTMENT CORPORATION**,
SAFEGUARD REAL ESTATE FUND III LIMITED PARTNERSHIP ("**Safeguard III**")
and its General Partner **CONCRETE ASSOCIATES INVESTMENT II CORPORATION**,
SAFEGUARD REAL ESTATE FUND IV LIMITED PARTNERSHIP ("**Safeguard IV**")
and its General Partner **CONCRETE ASSOCIATES INVESTMENT III CORPORATION**,
SAFEGUARD REAL ESTATE FUND V LIMITED PARTNERSHIP ("**Safeguard V**")
and its General Partner **CONCRETE ASSOCIATES INVESTMENT IV CORPORATION**

OF THE FIRST PART

AND:

STRATEGIC FINANCIAL CORP.,
AIRWAYS BUSINESS PLAZA LIMITED PARTNERSHIP and its General Partner
AIRWAYS BUSINESS PLAZA CAPITAL CORP.,
SYMCOR-OTIS LIMITED PARTNERSHIP and its General Partner
SYMCOR-OTIS CAPITAL CORP.,
GLENMORE COMMERCE COURT LIMITED PARTNERSHIP and its General Partner
GLENMORE COMMERCE COURT CAPITAL CORP.
(collectively, the "**Strategic Group**")

OF THE SECOND PART

WHEREAS:

A. Pursuant to a Settlement Agreement dated the 27th day of April, 2010 (the "**Settlement Agreement**"), between the Receiver in its capacity as court appointed Interim Receiver and Manager and Monitor of each of Safeguard I, Safeguard II, Safeguard III, Safeguard IV, Safeguard V and their respective General Partners, of the first part, and the Strategic Group, of the second part, the Receiver and the Strategic Group agreed to settle the Strategic Group Claims (as such term is defined in the Settlement Agreement).

B. The parties hereto wish to amend the Settlement Agreement in accordance with this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms that are used but not otherwise defined in this Agreement shall have the corresponding meaning ascribed to them in the Settlement Agreement.

2. The Settlement Agreement shall be amended as follows:

   (a) Where the words "Airways Business Limited Partnership" appear in the Settlement Agreement, such words shall be deleted and replaced with the words "Airways Business Plaza Limited Partnership".

   (b) The following shall be added to the Settlement Agreement and inserted as paragraph 6.3:

   "6.3 <u>CONVENANT NOT TO SUE BY SAFEGUARD I-V LPs</u>

   The Safeguard I-V LPs and their respective General Partners hereby covenant and agree not to sue an entity comprising the Strategic Group, any related entity, any of their employees, servants, agents, directors, officers, members, administrators, predecessors, successors, affiliates, heirs, beneficiaries, assigns and executors, with respect to any cause, matter or thing in any way related to the Strategic Group Claims or any transactions between the Safeguard I-V LPs directly or on their behalf, and any entity comprising the Strategic Group or any related entity contemplated under the Memorandum of Agreement made February 11, 2009 between the Safeguard I-V LPs and their respective General Partners, Varun Aurora, Vincenzo De Palma and Strategic Financial Corp. on behalf of limited partnerships to be formed."

3. This Agreement, upon approval by Order of the Court in Alberta Court of Queen's Bench Action No. 0901-11048, amends the Settlement Agreement with effect as and from the date first written above, provided that, in all other respects, the Settlement Agreement is hereby confirmed.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date of this Agreement. Any such executed counterpart may be delivered by facsimile transmission or by email in PDF format and will be deemed to be an original document, provided that any party executing this Agreement by facsimile copy or PDF format shall deliver an originally executed copy of this Agreement immediately thereafter to each of the other parties hereto.

Balance of page intentionally left blank. Execution pages to follow.

IN WITNESS WHEREOF the parties have executed this Settlement Amending Agreement effective as of the date first above written.

ERNST & YOUNG INC., in its capacity as court appointed Interim Receiver and Receiver and Manager and Monitor of each of:
SAFEGUARD REAL ESTATE FUND LIMITED PARTNERSHIP
and its General Partner **WEALTHCRETE INVESTMENT CORPORATION,**
SAFEGUARD REAL ESTATE FUND II LIMITED PARTNERSHIP
and its General Partner **CONCRETE ASSOCIATES INVESTMENT CORPORATION,**
SAFEGUARD REAL ESTATE FUND III LIMITED PARTNERSHIP
and its General Partner **CONCRETE ASSOCIATES INVESTMENT II CORPORATION,**
SAFEGUARD REAL ESTATE FUND IV LIMITED PARTNERSHIP
and its General Partner **CONCRETE ASSOCIATES INVESTMENT III CORPORATION,**
and **SAFEGUARD REAL ESTATE FUND V LIMITED PARTNERSHIP**
and its General Partner **CONCRETE ASSOCIATES INVESTMENT IV CORPORATION**

Per:____________________________

STRATEGIC FINANCIAL CORP.

Per:____________________________

AIRWAYS BUSINESS PLAZA CAPITAL CORP. in its own corporate capacity and its capacity as General Partner of **AIRWAYS BUSINESS PLAZA LIMITED PARTNERSHIP**

Per:____________________________

SYMCOR-OTIS CAPITAL CORP. in its own corporate capacity and its capacity as General Partner of **SYMCOR-OTIS LIMITED PARTNERSHIP**

Per:____________________________

GLENMORE COMMERCE COURT CAPITAL CORP. in its own corporate capacity and its capacity as General Partner of **GLENMORE COMMERCE COURT LIMITED PARTNERSHIP**

Per:____________________________

SCHEDULE "B"

Legal Description of Concrete Equities Place Lands

CONDOMINIUM PLAN 0811241
UNIT 1
AND 124 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 2
AND 152 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 3
AND 159 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 4
AND 203 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 5
AND 115 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 6
AND 93 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 7
AND 176 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 8
AND 98 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 9
AND 180 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 10
AND 176 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 11
AND 182 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 12
AND 176 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 13
AND 98 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 14
AND 193 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 15
AND 178 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 16
AND 182 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 17
AND 175 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 18
AND 99 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 19
AND 179 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 20
AND 175 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 21
AND 181 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 22
AND 175 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 23
AND 99 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 24
AND 179 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 25
AND 176 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 26
AND 182 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 27
AND 174 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 28
AND 99 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 29
AND 180 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 30
AND 176 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 31
AND 180 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 43
AND 98 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 60
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 73
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 92
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 93
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 94
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 95
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 96
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 97
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 98
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 99
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 100
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 103
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 105
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 107
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 111
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 112
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 113
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 114
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 115
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 116
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 117
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 118
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 119
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 120
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 121
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 122
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 123
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 124
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 125
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 126
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 127
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 0811241
UNIT 128
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

No. 0901-11048	A.D. 2010

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

IN THE MATTERS OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, SECTION 13(2) OF THE *JUDICATURE ACT*, R.S.A. 2000, c. J-2, AS AMENDED, AND SECTION 99(a) OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9, AS AMENDED

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT II CORPORATION, CONCRETE ASSOCIATES INVESTMENT III CORPORATION, CONCRETE ASSOCIATES INVESTMENT IV CORPORATION, CONCRETE ASSOCIATES INVESTMENT V CORPORATION, EL GOLFO INVESTMENT CORPORATION, COSTA KORAAL INVESTMENT CORPORATION, LUNA MORADA INVESTMENT CORPORATION, CONCRETE EQUITIES EXECUTIVE CLUB INC., 1456775 ALBERTA LTD. AND CONCRETE PLACE PROPERTIES LTD.

AMENDED ORDER

CLERK OF THE COURT
JUN 29 2010
CALGARY, ALBERTA

M L T

MACPHERSON LESLIE
& TYERMAN LLP
LAWYERS

1600 Centennial Place
520 – 3rd Avenue S.W.
Calgary, AB T2P 0R3

Attention: Dean A. Hutchison

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