Action No.: 0901-11048

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

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

BEFORE JUSTICE B. E. ROMAINE	)	At the Court of Queen's Bench, in the City of Calgary, in the Province of Alberta, on Friday, the 26th day of February, 2010.
IN CHAMBERS	)	

ORDER

UPON THE APPLICATION of The Standard Life Assurance Company of Canada ("Standard Life"); AND UPON HEARING READ the Affidavit of Brad Little sworn December 2, 2009, the Affidavit of Gisele Purdy sworn February 1, 2010, the Supplemental Affidavit of Brad Little sworn February 24, 2010, and the Fourth Report of Ernst & Young Inc., the Court-appointed Monitor, Interim Receiver and Receiver of Concrete Associates Investment Corporation, in its capacity as General Partner of Safeguard Real Estate Investment Fund II Limited Partnership and Safeguard Real Estate Investment Fund II Limited Partnership, by its general partner (respectively, "E & Y" and the "Mortgagor"), all filed; AND UPON HEARING counsel for Standard Life, counsel for E & Y and counsel for the Mortgagor;

IT IS HEREBY ORDERED THAT:

1. Subject to further order of this Court, the property legally described as:

PLAN CALGARY 3790P
LOTS A, B, C AND D
EXCEPTING THEREOUT: (AS TO SURFACE ONLY) A PORTION FOR STREET WIDENING ON PLAN 8211788

and

PLAN A1
BLOCK 26
LOTS 14, 15 AND 16
EXCEPTING THEREOUT: (AS TO SURFACE ONLY) A PORTION FOR STREET WIDENING ON PLAN 8211788

and municipally located at: 909 – 5th Avenue, S.W. Calgary, AB.

(hereinafter the "Property") shall be marketed for sale in accordance with the terms of this Order.

2. Commencing on May 1, 2010, the Property shall be offered for sale by Judicial Listing with a licensed Real Estate Agent selected by Standard Life (the "Realtor" or the "Listing Agent"), at a value to be determined by the real estate agent after performing a market analysis, for a period of ninety (90) days according to the terms of the Judicial Sale Listing which is attached to and forms part of this Order. Upon determining the listing price, the Realtor shall give reasonable notice of such listing price to Standard Life and the Mortgagor (and to E & Y in the event that E & Y has not been discharged and remains a Court-appointed officer with respect to the Mortgagor), prior to May 1, 2010.

3. The Realtor shall be entitled to post a "FOR SALE" sign customarily posted by the Realtor at a conspicuous location on the Property, which sign shall remain during the currency of the Judicial Listing Agreement and shall not be interfered with by any person under any circumstances.

4. The Mortgagor, E & Y (in the event that E & Y has not been discharged and remains a Court-appointed officer with respect to the Mortgagor) and any person or persons in possession of the Property or any part of it, shall co-operate with the Listing Agent appointed by the Court.

5. The Mortgagor, E & Y (in the event that E & Y has not been discharged and remains a Court-appointed officer with respect to the Mortgagor) and any person or persons in possession of the Property or any part of it, shall make the Property available at all reasonable times to enable such viewings by any representative or any other Realtor and/or prospective Purchaser upon receiving twenty-four (24) hours verbal notice given by the Realtor to show the Property to prospective purchasers.

6. In the event that the Mortgage is redeemed by any party entitled to do so at any time, after the listing takes effect, there shall be paid, as part of the costs of redemption, all reasonable expenses incurred by the Listing Agent, but not to exceed the sum of $25,000.00.

7. The Court may, at any time and upon application by any interested party, vary the terms of the Judicial Listing or the terms of this Order.

8. The requirements of Rule 693(1)(a) and (b) of the Alberta *Rules of Court* are hereby dispensed with.

9. With respect to Standard Life's right to instruct the Realtor, as set out in the Judicial Listing Agreement, Standard Life shall notify the Mortgagor and E & Y (in the event that E & Y has not been discharged and remains a Court-appointed officer with respect to the Mortgagor) of all steps taken by Standard Life with respect to offers received by the Realtor.

J.C.Q.B.A.

ENTERED this 26 day of FEB., 2010.

K. MCAUSLAND COURT SEAL

Clerk of the Court of Queen's Bench

JUDICIAL SALE LISTING

TO: Licensed Real Estate Agent

1. You are authorized as an officer of the Court to list for sale the Property municipally described as 909 – 5th Avenue, S.W. Calgary, AB. with the Multiple Listing Service (MLS) or any other appropriate listing service (which may be an exclusive listing) in effect in the area in which the Property is located.

2. The Property shall be offered for sale at the price as may be determined by the listing realtors after performing a market analysis and as agreed upon by the Plaintiff's solicitors at the time of the Judicial Listing, subject to the following encumbrances registered prior to the Plaintiff's mortgage against the Property:

   (a) AS TO ALL LOTS:

   City of Calgary Caveat registered on September 19, 1978 as Instrument No. 781 149 127;

   (b) AS TO LOT 16 ONLY:

   Rogers Wireless Inc. Caveat registered on August 29, 2001 as Instrument No. 011 249 979; and

   Jacobs Canada Inc. Caveat registered on January 31, 2005 as Instrument No. 051 039 691.

3. The listing shall take effect on May 1, 2010 and shall continue for a period of ninety (90) days thereafter.

4. If, as a result of this listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the Purchaser paying the full purchase price and title is transferred to the Purchaser, then in such event, you will receive a commission of 2.5% on the purchase price, plus GST. In the event that a purchaser fails to complete the purchase, the disposition of the deposit shall be at the discretion of the Court.

5. All offers shall be accompanied by a deposit of at least $500,000, payable to Bennett Jones LLP, in trust, and shall be in a form and on terms acceptable to Bennett Jones LLP.

6. Commission shall only be paid to the Listing Agent. Any selling agent shall look solely to the Listing Agent for any commission.

7. Within three (3) days of receiving any reasonable offer to purchase, you shall forward a copy of the offer to Bennett Jones LLP, the solicitors for The Standard Life Assurance Company of Canada ("Standard Life"). Standard Life may instruct a counter-offer to be made, negotiate the removal of conditions, or reject the offer outright if it is more than

10% below the listing price. Upon accepting the offer, Standard Life shall apply with reasonable promptness to the Court for approval.

8. In the event that no offers are received during the Judicial Listing period, you shall advise the solicitors for Standard Life in writing immediately following the expiry of the listing.

9. In the event that the Property is redeemed by the Mortgagor, any subsequent encumbrancer or anyone else entitled to do so, at any time after the Judicial Listing takes effect, there shall be paid as part of the costs of redemption, a reasonable fee for services rendered and expenses incurred by you as the Listing Agent. However, these reasonable costs and expenses shall not exceed the amount of $25,000.

10. All Real Estate Purchase Contracts shall:

    (a) be in writing and signed by the Offeror(s);
    (b) be subject to the approval and acceptance of this Court on terms it considers appropriate;
    (c) provide for a possession date to be determined by this Court;
    (d) shall be accompanied by Schedule "A"; and
    (e) be accompanied by a certified cheque or money order payable to your real estate firm for the deposit amount referred to therein

11. Nothing in this Judicial Listing shall:

    (a) affect the Mortgagor's, any subsequent encumbrancer's, or anyone else's entitled to do so, rights to redeem or sell the Property;

    (b) affect Standard Life's right to make a proposal to purchase the Property or otherwise acquire the Property after the expiry of this Judicial Listing, without any liability for real estate commissions;

    (c) create or impose any liability on Standard Life or this Court for the payment of any real estate commission or compensation arising out of this Judicial Listing.

12. Any sale pursuant to this Judicial Listing must be approved by the Court according to the terms imposed by the Court. There shall be no warranties or undertakings provided on any sale through the Court pursuant to this Judicial Listing.

13. Where there is a conflict or discrepancy between the terms and conditions in this Order and the terms and conditions in the Real Estate Purchase Contract, the terms and conditions in this Order shall supersede and shall apply in place of such other conflicting terms and conditions.

ACCEPTED ON THIS _____ DAY OF _______________, 2010.

By:

an Agent licensed pursuant to the *Real Estate Act*, R.S.A. 2000, c. R-5.

Per:____________________________

APPROVED ON THIS 26 DAY OF February, 2010.

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J.C.Q.B.A.

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ORDER

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