This is Exhibit "Q" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0013 077 053	8711689;70;43	081 164 204

LEGAL DESCRIPTION
PLAN 8711689
BLOCK 70
LOT 43
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;15;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 971 214 643

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
081 164 204	06/05/2008	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

CONCRETE ASSOCIATES IV INVESTMENT CORPORATION.
OF 450, 550 - 11TH AVENUE SW
CALGARY
ALBERTA T2R 1M7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
861 211 707	23/12/1986	CAVEAT RE : EASEMENT , ETC. CAVEATOR - THE CITY OF CALGARY. P.O. BOX 2100 STATION M

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2P2M5 AGENT - C R MEYERS "PORTION"
871 004 102	12/01/1987	CAVEAT RE : SEE CAVEAT CAVEATOR - M.E.G. PLACE LTD.. 5716-1 STREET SE CALGARY ALBERTA T2H1H8 "PORTION" (DATA UPDATED BY: TRANSFER OF CAVEAT 971214641)
971 247 859	25/08/1997	CAVEAT RE : SEE CAVEAT CAVEATOR - THE CITY OF CALGARY. C/O CITY SOLICITOR 12 FLR., MUNICIPAL BLDG 800 MACLEOD TR SE P O BOX 2100, POSTAL STN. M CALGARY ALBERTA T2P2M5 AGENT - LAURA M MUSCOBY
071 383 698	31/07/2007	CAVEAT RE : LEASE INTEREST CAVEATOR - WORLEYPARSONS CANADA LTD.. ATTN: PRESIDENT 540-12 AVE SW CALGARY ALBERTA T2R0H4 AGENT - JAROLD M SWITZER
081 322 736	28/08/2008	MORTGAGE MORTGAGEE - CIBC MORTGAGES INC.. P.O. BOX 115, COMMERCE COURT POSTAL STATION TORONTO ONTARIO M5L1E5 ORIGINAL PRINCIPAL AMOUNT: $12,500,000
081 337 566	09/09/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CIBC MORTGAGES INC.. P.O. BOX 115, COMMERCE COURT POSTAL STATION TORONTO

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ONTARIO M5L1E5 AGENT - SCOTT EXNER.
081 337 567	09/09/2008	CAVEAT RE : LEASE INTEREST CAVEATOR - CIBC MORTGAGES INC.. BOX 15, COMMERCE COURT POSTAL STATION TORONTO ONTARIO M5L1E5 AGENT - SCOTT EXNER.
091 051 181	25/02/2009	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - STRATEGIC FINANCIAL CORP.. 400, 630-8 AVE SW CALGARY ALBERTA T2P1G6 AGENT - STEPHEN LIVERGANT
091 116 448	30/04/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - STRATEGIC FINANCIAL CORP.. 400, 630-8 AVE SW CALGARY ALBERTA T2P1G6 AGENT - STEPHEN L LIVERGANT
091 193 874	08/07/2009	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - THE CITY OF CALGARY. C/O LAW DEPARTMENT 12TH FLOOR, MUNICIPAL BUILDING,800 MACLEOD TRAIL SE CALGARY ALBERTA T2G2M3 AGENT - TRUDY L WOBESER

(CONTINUED)

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 22 DAY OF JULY, 2009 AT 07:10 P.M.

ORDER NUMBER:14454407

CUSTOMER FILE NUMBER: 75800-00005

END OF CERTIFICATE

LAND TITLE CERTIFICATE

B

LINC	SHORT LEGAL	TITLE NUMBER
0017 479 205	SA;70;8,9	081 164 204 +1

LEGAL DESCRIPTION

PLAN "A"
BLOCK 70
LOTS 8 AND 9

ATS REFERENCE: 5;1;24;15
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 981 147 619

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
081 164 204	06/05/2008	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

CONCRETE ASSOCIATES IV INVESTMENT CORPORATION.
OF 450, 550 - 11TH AVENUE SW
CALGARY
ALBERTA T2R 1M7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
081 322 736	28/08/2008	MORTGAGE MORTGAGEE - CIBC MORTGAGES INC.. P.O. BOX 115, COMMERCE COURT POSTAL STATION TORONTO ONTARIO M5L1E5

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ORIGINAL PRINCIPAL AMOUNT: $12,500,000
081 337 566	09/09/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CIBC MORTGAGES INC.. P.O. BOX 115, COMMERCE COURT POSTAL STATION TORONTO ONTARIO M5L1E5 AGENT - SCOTT EXNER.
081 337 567	09/09/2008	CAVEAT RE : LEASE INTEREST CAVEATOR - CIBC MORTGAGES INC.. BOX 15, COMMERCE COURT POSTAL STATION TORONTO ONTARIO M5L1E5 AGENT - SCOTT EXNER.
091 051 181	25/02/2009	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - STRATEGIC FINANCIAL CORP.. 400, 630-8 AVE SW CALGARY ALBERTA T2P1G6 AGENT - STEPHEN LIVERGANT

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 22 DAY OF JULY, 2009 AT 07:10 P.M.

ORDER NUMBER:14454407

CUSTOMER FILE NUMBER: 75800-00005

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

(CONTINUED)

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

This is Exhibit "R" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Trade Name / Partnership Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:04 PM
Search provided by: DAVIS LLP

Service Request No: 13388724
Customer Reference No: 75800-00005

Registration No: LP13970439
Current Business Name: SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2008/04/24 YYYY/MM/DD
Home Jurisdiction: ALBERTA

Current General Partner:

Last/Legal Entity Name: CONCRETE ASSOCIATES V INVESTMENT CORPORATION
Street: #450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Other Information:

Filing History:

List Date	Type of Filing
2008/04/24	Register Limited Partnership
2008/09/12	Amend Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000902000554787	2008/04/24
Notice to Amend	10000207104334763	2008/09/12

Alberta Registries certifies that the information contained in this search is the most recent information filed in the Register of Corporations.

This is Exhibit "S" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:02 PM
Search provided by: DAVIS LLP

Service Request Number: 13388702
Customer Reference Number: 75800-00005

Corporate Access Number: 2013951138
Legal Entity Name: CONCRETE ASSOCIATES V INVESTMENT CORPORATION

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2008/04/16 YYYY/MM/DD

Registered Office:
Street: 450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Records Address:
Street: 450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Directors:

Last Name: AURORA
First Name: VINNY
Street/Box Number: 2829 - 77TH STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T3H 5M1

Last Name: DE PALMA
First Name: VINCENZO
Street/Box Number: #106, 177 - 9TH STREET NE
City: CALGARY
Province: ALBERTA
Postal Code: T2E 9E5

Last Name: JONES
First Name: DAVID
Street/Box Number: 7425 MACLEOD TRAIL SW
City: CALGARY
Province: ALBERTA
Postal Code: T2H 0L8

Voting Shareholders:

Last Name: AURORA
First Name: VINNY
Street: 450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7
Percent Of Voting Shares: 34

Last Name: DE PALMA
First Name: VINCENZO
Street: 450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7
Percent Of Voting Shares: 33

Last Name: HUMENIUK
First Name: DAVE
Street: 220 HAWKHILL PLACE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G 3H5
Percent Of Voting Shares: 33

Details From Current Articles:

<u>The information in this legal entity table supersedes equivalent electronic attachments</u>

Share Structure:	THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF CLASS "A" COMMON SHARES
Share Transfers Restrictions:	SEE SCHEDULE "A" ATTACHED.
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Business Restricted From:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Other Provisions:	SEE SCHEDULE "B" ATTACHED.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP	LP13970439

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2009	2009/05/08

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2008/04/16	Incorporate Alberta Corporation
2009/05/08	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2008/04/16
Other Rules or Provisions	ELECTRONIC	2008/04/16

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.

This is Exhibit "T" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:39 PM
Search provided by: DAVIS LLP

Service Request Number: 13389112
Customer Reference Number: 75800-00005

Corporate Access Number: 2014567750
Legal Entity Name: 1456775 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2009/03/09 YYYY/MM/DD

Registered Office:
Street: #450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Records Address:
Street: #450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Directors:

Last Name: AURORA
First Name: VINNY
Street/Box Number: #450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Last Name:	DE PALMA
First Name:	VINCENZO
Street/Box Number:	#450, 550 - 11TH AVENUE S.W.
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2R 1M7

Last Name:	JONES
First Name:	DAVE
Street/Box Number:	7425 MACLEOD TRAIL S.W.
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2H 0L8

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	THE CORPORATION IS AUTHORIZED TO ISSUE SHARES IN ACCORDANCE WITH SCHEDULE A ATTACHED HERETO, WHICH IS INCORPORATED INTO AND FORMS PART OF THIS FORM
Share Transfers Restrictions:	NO SHARES OF THIS CORPORATION SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF THE DIRECTORS OF THE CORPORATION, AS EVIDENCED BY A RESOLUTION OF THE DIRECTORS OF THE CORPORATION
Min Number Of Directors:	1
Max Number Of Directors:	15
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SCHEDULE B ATTACHED HERETO IS INCORPORATED INTO AND FORMS PART OF THIS FORM

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing

2009/03/09	Incorporate Alberta Corporation

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2009/03/09
Other Rules or Provisions	ELECTRONIC	2009/03/09

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.

This is Exhibit "U" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0012 362 174	7810077;15;1	091 106 752 +1

LEGAL DESCRIPTION

PLAN SOUTH AIRWAYS INDUSTRIAL PARK CALGARY 7810077
BLOCK FIFTEEN (15)
LOT ONE (1) EXCEPTING THE SOUTH EIGHTY EIGHT AND
FOUR HUNDRED AND ONE THOUSANDTHS (88.401) METRES
IN PERPENDICULAR WIDTH THROUGHOUT THE SAID LOT
CONTAINING 0.846 HECTARES (2.09 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;24;25;N
ATS REFERENCE: 5;1;24;26;NE
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 091 096 280 +1

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
091 106 752	22/04/2009	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

1445122 ALBERTA LTD..
OF 400, 630 - 8TH AVENUE SW
CALGARY
ALBERTA T2P 1G6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
791 211 565	14/12/1979	EASEMENT "(SUBJECT TO) AND EXTENDED BY"
951 225 856	05/10/1995	CAVEAT RE : ASSIGNMENT OF LEASE CAVEATOR - HANHO KWAK CAVEATOR - EUNHEE KWAK BOTH OF: C/O STEWART & STEWART #700, 603-7 AVE SW CALGARY ALBERTA T2P2T5 AGENT - GEORGE C STEWART
051 365 729	29/09/2005	MORTGAGE MORTGAGEE - THE MANUFACTURERS LIFE INSURANCE COMPANY. 200 BLOOR STREET EAST, TORONTO ONTARIO M4W1E5 ORIGINAL PRINCIPAL AMOUNT: $4,750,000
051 365 730	29/09/2005	CAVEAT RE : ASSIGNMENT OF RENTS CAVEATOR - THE MANUFACTURERS LIFE INSURANCE COMPANY. SUITE 450, 550-6TH AVENUE SW CALGARY ALBERTA T2P0S2 AGENT - TERRY M LIVERMORE
051 365 731	29/09/2005	CAVEAT RE : ASSIGNMENT OF LEASE CAVEATOR - THE MANUFACTURERS LIFE INSURANCE COMPANY. SUITE 450, 550-6TH AVENUE SW CALGARY ALBERTA T2P0S2 AGENT - TERRY M LIVERMORE
061 422 871	12/10/2006	CAVEAT RE : ASSIGNMENT OF LEASE CAVEATOR - 931899 ALBERTA LTD.. 6012 CENTRE STREET SE

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2H0C3 AGENT - ALBERT F PEARCE
091 045 899	19/02/2009	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - STRATEGIC FINANCIAL CORP.. 400, 630-8 AVE SW CALGARY ALBERTA T2P1G6 AGENT - STEPHEN LIVERGANT
091 096 282	09/04/2009	MORTGAGE MORTGAGEE - ARTIS GENERAL PARTNER LTD.. 30TH FLOOR 360 MAIN STREET WINNIPEG MANITOBA R3C4G1 ORIGINAL PRINCIPAL AMOUNT: $15,000,000
091 096 283	09/04/2009	CAVEAT RE : VENDOR'S LIEN CAVEATOR - CONCRETE ASSOCIATES V INVESTMENT CORPORATION. C/O BISHOP & MCKENZIE LLP 1700, 530 - 8TH AVE SW CALGARY ALBERTA T2P3S8 AGENT - DEREK R ELLIOTT
091 096 284	09/04/2009	CAVEAT RE : VENDOR'S LIEN CAVEATOR - CONCRETE FOUNDATION FUND LTD.. C/O BISHIP & MCKENZIE LLP 1700, 530 - 8 TH AVE SW CALGARY ALBERTA T2P3S8 AGENT - DEREK R ELLIOTT
091 165 431	12/06/2009	CERTIFICATE OF LIS PENDENS BY - 613790 SASKATCHEWAN LTD.. BY - 1352305 ALBERTA LTD.. AGAINST - 1445122 ALBERTA LTD.. SEE INSTRUMENT FOR ADDITIONAL PARTIES

(CONTINUED)

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 22 DAY OF JULY, 2009 AT 10:26 P.M.

ORDER NUMBER:14454509

CUSTOMER FILE NUMBER: 75800-00005

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0013 993 977	8610719;15;7	091 106 752

LEGAL DESCRIPTION
PLAN 8610719
BLOCK 15
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.463 HECTARES (1.14 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;25;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 091 096 280

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
091 106 752	22/04/2009	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

1445122 ALBERTA LTD..
OF 400, 630 - 8TH AVENUE SW
CALGARY
ALBERTA T2P 1G6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
791 211 565	14/12/1979	EASEMENT "SUBJECT TO AND EXTENDED BY"
851 113 611	11/07/1985	EASEMENT "FOR BENEFIT OF PORTION LOT 1"
091 045 899	19/02/2009	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - STRATEGIC FINANCIAL CORP.. 400, 630-8 AVE SW CALGARY ALBERTA T2P1G6 AGENT - STEPHEN LIVERGANT
091 096 282	09/04/2009	MORTGAGE MORTGAGEE - ARTIS GENERAL PARTNER LTD.. 30TH FLOOR 360 MAIN STREET WINNIPEG MANITOBA R3C4G1 ORIGINAL PRINCIPAL AMOUNT: $15,000,000
091 096 283	09/04/2009	CAVEAT RE : VENDOR'S LIEN CAVEATOR - CONCRETE ASSOCIATES V INVESTMENT CORPORATION. C/O BISHOP & MCKENZIE LLP 1700, 530 - 8TH AVE SW CALGARY ALBERTA T2P3S8 AGENT - DEREK R ELLIOTT
091 096 284	09/04/2009	CAVEAT RE : VENDOR'S LIEN CAVEATOR - CONCRETE FOUNDATION FUND LTD.. C/O BISHIP & MCKENZIE LLP 1700, 530 - 8 TH AVE SW CALGARY ALBERTA T2P3S8 AGENT - DEREK R ELLIOTT
091 165 437	12/06/2009	CERTIFICATE OF LIS PENDENS BY - 613790 SASKATCHEWAN LTD.. BY - 1352305 ALBERTA LTD.. AGAINST - 1445122 ALBERTA LTD.. SEE INSTRUMENT FOR ADDITIONAL PARTIES

(CONTINUED)

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 22 DAY OF JULY, 2009 AT 10:26 P.M.

ORDER NUMBER:14454509

CUSTOMER FILE NUMBER: 75800-00005

END OF CERTIFICATE

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0028 736 057	0110420;2	091 106 752 +2

LEGAL DESCRIPTION
PLAN 0110420
BLOCK 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.841 HECTARES (2.08 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;29;23;28;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 091 096 281

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
091 106 752	22/04/2009	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

1445122 ALBERTA LTD..
OF 400, 630 - 8TH AVENUE SW
CALGARY
ALBERTA T2P 1G6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
761 039 953	02/04/1976	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:7610286
771 147 064	20/10/1977	ZONING REGULATIONS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
781 093 176	15/06/1978	EASEMENT "SUBJECT TO AND EXTENDED BY WITH WEST PORTION"
801 010 544	22/01/1980	EASEMENT "SUBJECT TO AND EXTENDED BY. AS SET FORTH IN INSTRUMENT"
801 014 069	29/01/1980	CAVEAT CAVEATOR - BANK OF MONTREAL.
861 073 359	02/05/1986	CAVEAT RE : LEASE CAVEATOR - ORIN L. HARKER PROFESSIONAL CORPORATION.. 115, 2880 GLENMORE TRAIL SE CALGARY ALBERTA T2C2E7 AGENT - B A MILLAR
891 032 927	23/02/1989	CAVEAT RE : LEASE CAVEATOR - H. A. HARDER PROFESSIONAL CORPORATION. 140, 2880 GLENMORE TRAIL SE CALGARY ALBERTA
941 036 373	10/02/1994	CAVEAT RE : LEASE EXTENSION AGREEMENT , ETC. CAVEATOR - BANK OF MONTREAL. ATKINSON MILVAIN 1900,350-7 AVE SW CALGARY ALBERTA AGENT - THOMAS P KEHLER
991 081 522	26/03/1999	CAVEAT RE : LEASE , ETC. CAVEATOR - BANK OF MONTREAL. REAL ESTATE DIVISION 100 KING ST WEST, P.O. BOX 429 TORONTO ONTARIO M5X1E3 AGENT - C MARK JOHNSON (DATA UPDATED BY: CHANGE OF ADDRESS 991093749)

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
011 034 743	05/02/2001	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:0110421
011 034 744	05/02/2001	EASEMENT AS TO PORTION OR PLAN:0110421 OVER/FOR BENEFIT: PLAN 0110420 BLOCKS 1 AND 2
021 002 379	03/01/2002	CAVEAT RE : LEASE CAVEATOR - BANK OF MONTREAL. C/O REAL ESTATE DIVISION ATT. SENIOR VICE-PRESIDENT, REAL ESTATE 100 KING STREET WEST, P.O. BOX 429 TORONTO ONTARIO M5X1E3 AGENT - PETER L COLLINS
031 115 746	10/04/2003	CAVEAT RE : LEASE CAVEATOR - BORDEAUX PROPERTIES INC.. THOMPSON, BALL & ASSOCIATES 534, 11012 MACLEOD TRAIL SOUTH CALGARY ALBERTA T2J6A5 AGENT - GORDON V THOMPSON
061 524 930	20/12/2006	CAVEAT RE : SUBLEASE CAVEATOR - CANADIAN WESTERN BANK. 2300 CANADIAN WESTERN BANK PLACE 10303 JASPER AVE EDMONTON ALBERTA T5J3X6 AGENT - RONALD A SOROKIN
071 477 984	24/09/2007	CAVEAT RE : LEASE INTEREST CAVEATOR - KLS CONTRACTING LTD.. DUNPHY BEST BLOCKSOM LLP 2100, 777- 8 AVE SW CALGARY ALBERTA T2P3R5 AGENT - JOHN F MINCHIN
071 570 841	22/11/2007	MORTGAGE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		MORTGAGEE - CIBC MORTGAGES INC.. P.O. BOX 115, COMMERCE COURT POSTAL STATION TORONTO ONTARIO M5L1E5 ORIGINAL PRINCIPAL AMOUNT: $6,250,000
071 570 842	22/11/2007	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CIBC MORTGAGES INC.. P.O. BOX 115, COMMERCE COURT POSTAL STATION TORONTO ONTARIO M5L1E5 AGENT - SCOTT EXNER
091 045 899	19/02/2009	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - STRATEGIC FINANCIAL CORP.. 400, 630-8 AVE SW CALGARY ALBERTA T2P1G6 AGENT - STEPHEN LIVERGANT
091 096 283	09/04/2009	CAVEAT RE : VENDOR'S LIEN CAVEATOR - CONCRETE ASSOCIATES V INVESTMENT CORPORATION. C/O BISHOP & MCKENZIE LLP 1700, 530 - 8TH AVE SW CALGARY ALBERTA T2P3S8 AGENT - DEREK R ELLIOTT
091 096 284	09/04/2009	CAVEAT RE : VENDOR'S LIEN CAVEATOR - CONCRETE FOUNDATION FUND LTD.. C/O BISHIP & MCKENZIE LLP 1700, 530 - 8 TH AVE SW CALGARY ALBERTA T2P3S8 AGENT - DEREK R ELLIOTT
091 097 850	15/04/2009	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - CIBC MORTGAGES INC.. P.O. BOX 115, COMMERCE COURT POSTAL STATION TORONTO ONTARIO M5L1E5

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AGENT - THOMAS SLOAN
091 165 436	12/06/2009	CERTIFICATE OF LIS PENDENS BY - 613790 SASKATCHEWAN LTD.. BY - 1352305 ALBERTA LTD.. AGAINST - 1445122 ALBERTA LTD.. SEE INSTRUMENT FOR ADDITIONAL PARTIES

TOTAL INSTRUMENTS: 022

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 22 DAY OF JULY, 2009 AT 10:26 P.M.

ORDER NUMBER:14454509

CUSTOMER FILE NUMBER: 75800-00005

END OF CERTIFICATE

This is Exhibit "V" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Action No. 0901- 08759

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

BETWEEN:

613790 SASKATCHEWAN LTD., 1352305 ALBERTA LTD., ALLAUDIN ABDULHUSEIN, NARGIS ABDULHUSEIN, AMIN AHMED, LILLY AHMED, RIAZ AHMED, ROBERT T. BALIC PROFESSIONAL CORPORATION, KIM BELANGER, ALLAN BOSWELL, SUKHDEEP BRAR, BENNIE BULLOCK, EDWARD G. BUSH, CANUCK HOLDINGS LTD., CHEISER CONSULTING LTD., TROY DICKIE, STEVE ELLIOTT, ROLF FALSCHEBNER, ALI FATHI-AFSHAR PROFESSIONAL CORPORATION, BLAIR FOSTER, HAROLD FUNK, JESSE FUNNELL, TAD GACICH, SHANE HANSEN, LAUREL HANSEN, SHAFIK HIRANI, BART HUNTER, CYNTHIA HUNTER, MARY JEAN KABAYAMA, MIRIAM KNOLL, PAUL KNOLL, RAHUL KULSHRESTHA, CAROL LALONDE, SANDRA LOOP, SHANE LOWENBERGER, ROBIN MACKAY, DARLI MCAULAY, TYRONE MELLON, MAGIA MANAGEMENT CONSULTING LTD., DANIEL NAGORSKI, DEBRA NAGORSKI, NORVAL ORISS, OUTWARD BRANCH CONSULTING LTD., JASSI PARMAR PROFESSIONAL CORPORATION, FRANK PAVKA, MARY ANN PAVKA, PATRICK PAVKA, SHAUNA PAVKA, KEITH PENNY, MARILYN PENNY, BRENT POWELL, SHONA POWELL, QUANTUM CAPITAL CORP., RADAM BROTHERS INC., FRED RATUSHNY, KEITH RENDALL, ANDREW RIGG, ROY & TABBI FARMS LTD., MICHAEL SALIK, TRIPLE H LAND LTD., TRITON HAULING INC., WAYBER FINANCIAL INC., DOUGLAS WILLIAMSON and TOR WILSON

Plaintiffs

- and -

CONCRETE ASSOCIATES V INVESTMENT CORPORATION. CONCRETE EQUITIES INC., 1456775 ALBERTA LTD., SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP, 1445122 ALBERTA LTD., RIAZ MAMDANI, VARUN AURORA, DAVE JONES, VINCENZO De PALMA, and DAVID HUMENIUK

Defendants

STATEMENT OF CLAIM

The Parties

1. The Plaintiff, 613790 Saskatchewan Ltd., ("613790"), is a corporation incorporated pursuant to the laws of Saskatchewan, and is its registered to carry on business in the Province of Alberta.

2. The Plaintiff, 1352305 Alberta Ltd. ("1352305") is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Lethbridge, in the Province of Alberta.

3. The Plaintiffs, Allaudin Abdulhusein and Nargis Abdulhusein (the "Abdulhuseins") are individuals who reside in the City of Calgary, in the Province of Alberta.

4. The Plaintiffs, Amin Ahmed and Lilly Ahmed ("A. & L. Ahmed"), are individuals who reside in the City of Calgary, in the Province of Alberta.

5. The Plaintiff, Riaz Ahmed ("R. Ahmed") is an individual who resides in the City of Calgary, in the Province of Alberta.

6. The Plaintiff, Robert T. Balic Professional Corporation ("Balic") is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the Town of Whitecourt, in the Province of Alberta.

7. The Plaintiff, Kim Belanger ("Belanger") is an individual who resides in the City of Tilbury, in the Province of Ontario.

8. The Plaintiff, Allan Boswell ("Boswell") is an individual who resides near the Town of Priddis, in the Province of Alberta.

9. The Plaintiff, Sukhdeep Brar ("Brar") is an individual who resides in the City of Edmonton, in the Province of Alberta.

10. The Plaintiff, Bennie Bullock ("Bullock") is an individual who resides in the City of Mississauga, in the Province of Ontario.

11. The Plaintiff, Edward G. Bush (the "Bushes") is an individual who resides in the City of North Vancouver, in the province of British Columbia.

12. The Plaintiff, Canuck Holdings Ltd. ("Canuck") is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of St. Albert, in the Province of Alberta.

13. The Plaintiff, Cheiser Consulting Ltd. ("Cheiser") is a corporation incorporated pursuant to the laws of the Province of Saskatchewan, and is registered to carry on business in the Province of Alberta.

14. The Plaintiff, Troy Dickie ("Dickie") is an individual who resides in the City of Medicine Hat, in the Province of Alberta.

15. The Plaintiff, Steve Elliott ("Elliott") is an individual who resides in the City of Lethbridge, in the Province of Alberta.

16. The Plaintiff, Rolf Falschebner ("Falschebner") is an individual who resides in the City of Lethbridge, in the Province of Alberta.

17. The Plaintiff, Ali Fathi-Afshar Professional Corp. ("Fathi-Afshar ") is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Edmonton, in the Province of Alberta.

18. The Plaintiff, Blair Foster ("Foster"), is an individual who resides in the City of Lethbridge, in the Province of Alberta.

19. The Plaintiff, Jesse Funnell ("Funnell"), is an individual who resides in the Hamlet of Sherwood Park, in the Province of Alberta.

20. The Plaintiff, Tad Gacich ("Gacich"), is an individual who resides in the City of Newmarket, in the Province of Ontario.

21. The Plaintiffs, Shane Hansen and Laurel Hansen (the "Hansens") are individuals who reside near the Town of Cardston, in the Province of Alberta.

22. The Plaintiff, Shafik Hirani ("Hirani"), is an individual who resides in the City of Calgary, in the Province of Alberta.

23. The Plaintiffs, Bart Hunter and Cynthia Hunter (the "Hunters"), are individuals who reside in the City of Saskatoon, in the Province of Saskatchewan.

24. The Plaintiff, Mary Jean Kabayama ("Kabayama") is an individual who resides in the City of Lethbridge, in the Province of Alberta.

25. The Plaintiffs, Miriam Knoll and Paul Knoll (the "Knolls"), are individuals who reside in the City of West Bank, in the Province of British Columbia.

26. The Plaintiff, Rahul Kulshrestha ("Kulshrestha"), is an individual who resides in the City of Calgary, in the Province of Alberta.

27. The Plaintiff, Carol Lalonde ("Lalonde"), is an individual who resides in the City of Abbotsford, in the Province of British Columbia.

28. The Plaintiff, Sandra Loop ("Loop"), is an individual who resides in the City of Waterloo, in the Province of Ontario.

29. The Plaintiff, Shane Lowenberger ("Lowenberger"), is an individual who resides in the City of Saskatoon, in the Province of Saskatchewan.

30. The Plaintiff, Robin MacKay ("MacKay"), is an individual who resides in the City of Vancouver, in the Province of British Columbia.

31. The Plaintiff, Magia Management Consulting Ltd. ("Magia") is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Calgary, in the Province of Alberta.

32. The Plaintiff, Darli McAulay ("McAulay") is an individual who resides in the City of Lethbridge, in the Province of Alberta.

33. The Plaintiff, Tyrone Mellon ("Mellon") is an individual who resides in the Town of Cochrane, in the Province of Alberta.

34. The Plaintiffs, Daniel Nagorski and Debra Nagorski (the "Nagorskis"), are individuals who reside in the City of Calgary, in the Province of Alberta.

35. The Plaintiff, Outward Branch Consulting Ltd. ("Outward Branch") is a corporation incorporated pursuant to the laws of the Province of British Columbia, and has its registered office in the City of New Westminster, in the Province of British Columbia.

36. The Plaintiff, Norval Oriss ("Oriss"), is an individual who resides in the City of Medicine Hat, in the Province of Alberta.

37. The Plaintiff, Jassi Parmar Professional Corp. ("Parmar"), is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Edmonton, in the Province of Alberta.

38. The Plaintiffs, Frank Pavka and Mary Ann Pavka ("F & M Pavka") are individuals who reside in the City of Lethbridge, in the Province of Alberta.

39. The Plaintiffs, Patrick Pavka and Shauna Pavka ("P & S Pavka"), are individuals who reside near the Town of Cranford, in the Province of Alberta.

40. The Plaintiffs, Keith Penny and Marilyn Penny (the "Pennys") are individuals who reside in the Town of Taber, in the Province of Alberta.

41. The Plaintiffs, Brent Powell and Shona Powell (the "Powells") are individuals who reside near the Town of Cardston, in the Province of Alberta.

42. The Plaintiff, Quantum Capital Corp. ("Quantum"), is a corporation incorporated pursuant to the laws of the Province of Saskatchewan, and has its registered office in the City of Saskatoon, in the Province of Saskatchewan.

43. The Plaintiff, Radam Brothers Inc. ("Radam"), is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Calgary, in the Province of Alberta.

44. The Plaintiff, Fred Ratushny ("Ratushny"), is an individual who resides in the City of Calgary, in the Province of Ontario.

45. The Plaintiff, Keith Rendall ("Rendall"), is an individual who resides in the City of Waterloo, in the Province of Alberta.

46. The Plaintiff, Andrew Rigg ("Rigg"), is an individual who resides in the City of Vancouver, in the Province of British Columbia.

47. The Plaintiff, Roy & Tabbi Farms Ltd. ("Roy & Tabbi"), is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Lethbridge, in the Province of Alberta.

48. The Plaintiff, Michael Salik ("Salik"), is an individual who resides in the Town of Okotoks, in the Province of Alberta.

49. The Plaintiff, Triple H Land Ltd. ("Triple H Land"), is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the Town of Taber, in the Province of Alberta. Triple H Land is the successor by amalgamation, to Triple H Cattle Co. Ltd. ("Triple H Cattle").

50. The Plaintiff, Triton Hauling Inc. ("Triton") is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the Town of Taber, in the Province of Alberta.

51. The Plaintiff, Wayber Financial Inc. ("Wayber"), is a corporation incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Red Deer, in the Province of Alberta.

52. The Plaintiff, Douglas Williamson ("Williamson"), is an individual who resides in the City of Waterloo, in the Province of Ontario.

53. The Plaintiff, Tor Wilson ("Wilson") is an individual who resides in the City of Calgary, in the Province of Alberta.

54. The Defendant, Concrete Associates V Investment Corporation ("Concrete V Corp.") is a corporation incorporated pursuant to the laws of Alberta, and has its registered office in Calgary, Alberta.

55. The Defendant, Concrete Equities Inc. ("Concrete Inc."), is a corporation incorporated pursuant to the laws of Alberta, and has its registered office in Calgary, Alberta.

56. The Defendant, 1456775 Alberta Ltd. ("1456775"), is a corporation incorporated pursuant to the laws of Alberta, and has its registered office in Calgary, Alberta.

57. The Defendant, Safeguard Real Estate Investment Fund VI Limited Partnership ("Safeguard VI LP") is a limited partnership established pursuant to the laws of Alberta.

58. The Defendant, 1445122 Alberta Ltd. ("1445122"), is a corporation incorporated pursuant to the laws of Alberta, and has its registered office in Calgary, Alberta.

59. The Defendant, Riaz Mamdani ("Mamdani"), is an individual who resides in or near the City of Calgary, in the Province of Alberta.

60. The Defendant, Varun Aurora ("Aurora"), is an individual who resides in or near the City of Calgary, in the Province of Alberta.

61. The Defendant, Dave Jones ("Jones"), is an individual who resides in or near the City of Calgary, in the Province of Alberta.

62. The Defendant, Vincenzo De Palma ("De Palma"), is an individual who resides in or near the City of Calgary, in the Province of Alberta.

63. The Defendant, David Humeniuk ("Humeniuk"), is an individual who resides in or near the City of Calgary, in the Province of Alberta.

64. At all times material to this action:

(a) Concrete V Corp. has been the General Partner of Safeguard VI LP;

(b) Aurora, De Palma and Jones have been the directors of Concrete V Corp.;

(c) Aurora, De Palma and Humeniuk have been the shareholders of Concrete V Corp.;

(d) Aurora, De Palma and Jones have been the directors of Concrete Inc.;

(e) Aurora, Humeniuk and Jones have been the shareholders of Concrete Inc.;

(f) Aurora, De Palma and Jones have been the directors of 1456775;

(g) Mamdani has been the sole director of 1445122, and has operated and controlled 1445122;

(h) Concrete V Corp., Concrete Inc., Safeguard VI LP and 1456775 have each been operated and controlled by Aurora, Jones, De Palma and Humeniuk, or alternatively by one of more of them.

The Debentures

65. In or about September 2008 and October 2008, in consideration for funds provided to Concrete V Corp. by each of the Plaintiffs as particularized below, Concrete V Corp. issued debentures (the "Debentures"), to each of the Plaintiffs, in the amounts that were paid to Concrete V Corp. by each of the Plaintiffs, as follows:

(a) Falschebner, $50,000.00, on or about September 24, 2008;

(b) Bullock, $45,000.00, on or about September 24, 2008;

(c) Outward Branch, $50,000.00, on or about September 24, 2008;

(d) Rigg, $100,000.00, on or about September 24, 2008;

(e) MacKay, $100,000.00, on or about September 24, 2008;

(f) Roy & Tabbi, $200,000.00, on or about September 24, 2008;

(g) 613790, $100,000.00, on or about September 24, 2008;

(h) Belanger, $300,000.00, on or about September 24, 2008;

(i) Elliott, $25,000.00, on or about September 24, 2008;

(j) The Hansens, $70,000.00, on or about September 24, 2008;

(k) The Powells, $400,000.00, on or about September 24, 2008;

(l) Wilson, $200,000.00, on or about September 24, 2008;

(m) The Abdulhuseins, $100,000.00, on or about September 24, 2008;

(n) Quantum, $100,000.00, on or about September 24, 2008;

(o) The Hunters, $100,000.00, on or about September 24, 2008;

(p) Canuck, $100,000.00, on or about September 24, 2008;

(q) The Nagorskis, $200,000.00, on or about September 24, 2008;

(r) Triton, $50,000.00, on or about September 24, 2008;

(s) Triple H Cattle, $100,000.00, on or about September 24, 2008;

(t) McAulay, $100,000.00, on or about September 24, 2008;

(u) Kabayama, $50,000.00, on or about September 24, 2008;

(v) P & S Pavka, $50,000.00, on or about September 24, 2008;

(w) Dickie, $75,000.00, on or about September 24, 2008;

(x) Lalonde, $200,000.00 on or about September 11, 2008;

(y) Ratushny, $200,000.00, on or about September 15, 2008;

(z) Mellon, $100,000.00, on or about September 30, 2008;

(aa) Funk, $120,000.00, on or about September 30, 2008;

(bb) Foster, $50,000.00, on or about September 30, 2008;

(cc) Cheiser, $50,000.00, on or about September 30, 2008;

(dd) Lowenberger, $50,000.00, on or about September 30, 2008;

(ee) The Knolls, $50,000.00, on or about September 30, 2008;

(ff) Bush, $50,000.00, on or about September 30, 2008;

(gg) Oriss, $100,000.00, on or about September 30, 2008;

(hh) F & M Pavka, $50,000.00, on or about September 30, 2008;

(ii) Triple H Cattle, a further $100,000.00, on or about September 30, 2008;

(jj) Magia, $100,000.00, on or about September 30, 2008;

(kk) The Pennys, $50,000.00, on or about September 30, 2008;

(ll) Funnell, $50,000.00, on or about September 30, 2008;

(mm) Wayber, $500,000.00, on or about September 30, 2008;

(nn) Salik, $100,000.00, on or about September 30, 2008;

(oo) Williamson, $50,000.00, on or about October 30, 2008;

(pp) Gacich, $30,000.00, on or about October 30, 2008;

(qq) Loop, $50,000.00, on or about October 30, 2008;

(rr) Kulshrestha, $150,000.00, on or about October 30, 2008;

(ss) Rendall, $100,000.00, on or about October 30, 2008;

(tt) Radman, $25,000.00, on or about October 30, 2008;

(uu) Boswell, $50,000.00, on or about October 30, 2008;

(vv) Brar, $100,000.00, on or about October 30, 2008;

(ww) A & L Ahmed, $25,000.00, on or about October 30, 2008;

(xx) R. Ahmed, $50,000.00, on or about October 30, 2008;

(yy) Fathi-Afshar, $150,000.00, on or about October 30, 2008;

(zz) 1352305, $100,000.00, on or about October 30, 2008;

(aaa) Parmar, $150,000.00, on or about October 30, 2008;

(bbb) Balic, $200,000.00, on or about October 30, 2008;

(ccc) Hirani, $100,000.00, on or about October 30, 2008.

66. In or about September 2008 or October 2008, in consideration for funds in the amount of $50,000.00 provided to Concrete V Corp. by one Bernie Loman ("Loman") on or about September 24, 2008, Concrete V Corp. issued a debenture (the "Loman Debenture"), to Loman, in the amount of $50,000.00. The Loman Debenture was subsequently transferred by Loman to the Plaintiff, Patrick Pavka ("P Pavka"), in accordance with the applicable terms of the Loman Debenture.

67. The Debentures (the "Group A Debentures") issued by Concrete V Corp. to each of Falschebner, Bullock, Outward, Rigg, MacKay, Loman, and Roy & Tabbi (the "Group A Debenture Holders"), pursuant to the payments made by each of them as referred to in subparagraphs 65(a) through 65(f), and in paragraph 66, above, each provided:

(a) Those Debentures would mature on January 1, 2009;

(b) Concrete V Corp. acknowledged itself indebted and promised to pay to or to the order of each respective Group A Debenture Holder, the principal sum that had been advanced by that Group A Debenture Holder, together with interest on those respective principal amounts from and after September 15, 2008 (or, alternatively, from and after September 24, 2008), equal to 18% of the Principal Sum, which is equivalent to 59.19% on an annualized basis.

68. The Debentures (the "Group B Debentures") issued by Concrete V Corp. to each of 613790, Belanger, Elliott, the Hansens, the Powells, Wilson, the Abdulhuseins, Quantum, the Hunters, Canuck, the Nagorskis, Triton, Triple H Cattle (for the $100,000 advanced by Triple H Cattle on or about September 24, 2008), McAulay, Kabayama, P & S Pavka, Dickie, Lalonde and Ratushny (the "Group B Debenture Holders"), pursuant to the payments made by those Plaintiffs as referred to in subparagraphs 65(g) through 65(y), above, each provided:

(a) The Debentures would mature on January 1, 2009 (except for the Debenture issued to Belanger, which would mature on December 23, 2008);

(b) Concrete V Corp. acknowledged itself indebted and promised to pay to or to the order of each respective Group B Debenture Holder, the principal sum that had been advanced by that Group B Debenture Holder, together with interest on those respective principal amounts from and after September 15, 2008 (or, alternatively, from and after September 24, 2008), equal to 18% of the Principal Sum, which is equivalent to 59.19% on an annualized basis.

69. The Debentures (the "Group C Debentures") issued by Concrete V Corp. to each of Funk, Foster, Cheiser, Lowenberger, the Knolls, Bush, Oriss, F & M Pavka, Triple H Cattle (for the further $100,000 advanced by Triple H Cattle on or about September 30, 2008), the Pennys and Funnell (the "Group C Debenture Holders"), pursuant to the payments made by those Plaintiffs as referred to in subparagraphs 65(aa) through 65(ii), 65(kk) and 65(ll), above, each provided:

(a) The Debentures would mature on March 30, 2009;

(b) Concrete V Corp. acknowledged itself indebted and promised to pay to or to the order of each respective Group C Debenture Holder, the principal sum that had been advanced by that Group C Debenture Holder, together with interest on those respective principal amounts from and after September 15, 2008 (or, alternatively, from and after September 30, 2008), equal to 15% of the Principal Sum, which is equivalent to 30% on an annualized basis.

70. The Debentures (the "Group D Debentures") issued by Concrete V Corp. to each of Mellon, Magia, Wayber and Salik (the "Group D Debenture Holders"), pursuant to the payments made by those Plaintiffs as referred to in subparagraphs 65(z), 65(jj), 65(mm) and 65(nn), above, each provided:

(a) The Debentures would mature on March 30, 2009;

(b) Concrete V Corp. acknowledged itself indebted and promised to pay to or to the order of each respective Group D Debenture Holder, the principal sum that had been advanced by that Group D Debenture Holder, together with interest on those respective principal amounts from and after September 15, 2008 (or, alternatively, from and after September 30, 2008), equal to 20% of the Principal Sum, which is equivalent to 40% on an annualized basis.

71. The Debentures (the "Group E Debentures") issued by Concrete V Corp. to each of Gacich, Loop, Kulshrestha, Radman, Boswell, Brar, A & L Ahmed, R. Ahmed, Fathi-Afshar, 1352305, Parmar, Balic and Hirani (the "Group E Debenture Holders"), pursuant to the payments made by those Plaintiffs as referred to in subparagraphs 65(pp) through 65(rr) and 65(tt) through 65(ccc), above, each provided:

(a) The Debentures would mature on March 30, 2009;

(b) Concrete V Corp. acknowledged itself indebted and promised to pay to or to the order of each respective Group E Debenture Holder, the principal sum that had been advanced by that Group E Debenture Holder, together with interest on those respective principal amounts from and after September 15, 2008 (or, alternatively, from and after October 30, 2008), equal to 18% of the Principal Sum, which is equivalent to 46.20% on an annualized basis.

72. The Debentures (the "Group F Debentures") issued by Concrete V Corp. to each of Williamson and Rendall (the "Group F Debenture Holders"), pursuant to the payments made by those Plaintiffs as referred to in subparagraphs 65(oo) and 65(ss), above, each provided:

(a) The Debentures would mature on March 30, 2009;

(b) Concrete V Corp. acknowledged itself indebted and promised to pay to or to the order of each respective Group F Debenture Holder, the principal sum that had been advanced by that Group F Debenture Holder, together with interest on those respective principal amounts from and after September 15, 2008 (or, alternatively, from and after October 30, 2008), equal to 22% of the Principal Sum, which is equivalent to 49.57% on an annualized basis.

73. The terms of all of the Debentures each also included;

(a) In no circumstance would the interest payable on the Debenture exceed the maximum legal amount stipulated under the *Criminal Code* (Canada), and in the event that a court of competent jurisdiction determines that the interest payable is in violation of the *Criminal Code* (Canada), then the holder (that is, each respective Plaintiff – referred to in the Debentures and below as the "Holder") agrees to refund to Concrete V Corp. the excess interest;

(b) Any interest on overdue and unpaid interest, before and after default and judgment, will be at the rate of 21% per annum. Any amount of interest not paid when due (including overdue and unpaid interest) shall bear interest at 21% per annum, be calculated monthly and compounded on the last Business Day of each calendar month and would be paid without the necessity of any demand being made;

(c) If Concrete V Corp. did not pay when due any principal under the Debenture, or if Concrete V Corp. was unable to pay its lawful debts as they mature – either of which events which would be an Event of Default under the terms of the Debenture – then the Principal Sum under the Debenture would forthwith become immediately due and payable to the Holder, anything contained to the contrary in the Debenture notwithstanding, and Concrete V Corp. would forthwith pay to the Holder of the

Debenture the amount of the Principal Sum and all other monies payable under the provisions of the Debenture;

(d) The Holder would also have various other remedies resulting from an Event of Default, including, but not limited to:

(i) Either with or without notice, enter into and upon and take possession of all or any part of any collateral with full power to exclude Concrete V Corp. and additionally would have full power and authority :

(1) To carry on, manage and conduct the business operations of Concrete V Corp. respecting such collateral;

(2) To receive the revenues, incomes, issues and profits of such collateral and to pay therefrom the reasonable costs, charges and expenses of the Holder in carrying on the said business operations or otherwise;

(ii) Either after entry as aforesaid or after other entries, or without any entry, sell or dispose of the collateral, either as a whole or in separate parcels, by private contract, at private auction, by public tender, by lease or by deferred payment arrangement with such notice, advertisement, or other formality as may be required by law;

(iii) Make any such sale or disposition of the collateral either for cash or upon credit and upon such reasonable conditions as to upset or reserve bid or price and terms of payment as it may deem proper;

(iv) Apply to any Court of competent jurisdiction for the appointment of a Receiver with such powers as the Court making such appointment shall confer;

(e) Concrete V Corp. would on demand by the Holder or any Receiver after the occurrence and during the continuance of an Event of Default, yield up possession of the collateral or any part thereof as demanded by the Holder whenever the Holder shall have a right to exercise any rights or remedies as referred to in subparagraph (d), above, and Concrete V Corp. would put no obstacle in the way of, but facilitate by all legal means the actions of the Holder or any Receiver and not interfere with the carrying out of the powers granted by the Debenture to the Holder or any Receiver;

(f) In the case of any judicial or other proceeding to enforce the Debenture or any part thereof, judgment may be rendered against Concrete V Corp. in favour of the Holder for any remaining obligations for which Concrete V Corp. may be liable under the Debenture, after the application to the payment thereof of the proceeds of any sale of the collateral or any part thereof. The covenant of Concrete V Corp. to pay interest at the rate of interest set forth in the Debenture would not merge in any such judgment and such judgment would bear interest at the rate of interest set forth in the Debenture until such judgment and all interest thereon has been paid in full;

(g) All money collected or received by Concrete V Corp. in respect of accounts, chattel paper, instruments, documents of title, intangibles, choses in action, rights to payment or the proceeds of any sale of collateral or other interests of Concrete V Corp. after the occurrence and during the continuance of an Event of Default, would be held by Concrete V Corp. in trust for the absolute use and benefit of the Holders, and would be paid or delivered over to the Holders upon demand in the identical form received and until demand would be held by Concrete V Corp. separate and apart from any funds belonging to Concrete V Corp. or any other funds over which it has possession or control;

(h) After the occurrence and during the continuance of an Event of Default, the Holders may in its discretion appoint a receiver of the collateral or any party thereof;

(i) The Holder and any Receiver appointed by the Holder were granted an irrevocable power of attorney, which could be exercised only after the occurrence and during the continuance of an Event of Default, to do all acts and things and execute and deliver all certificates, consents, transfers, conveyances and agreements, in such form as the Holder considers it necessary or desirable, to do all things which Concrete V Corp. is required to sign, execute and do under the Debenture if Concrete V Corp. has failed to sign, execute or do the same;

(j) Concrete V Corp. would and did indemnify and save harmless the Holder against any and all costs, charges or expenses, including reasonable legal fees and expenses on a solicitor and his own client basis, incurred by the Holder as a result of a breach of the Debenture by Concrete V Corp.

Use Made of the Plaintiffs' Funds

74. In or about April 2008, Concrete V Corp. had made an agreement in writing (the "Concrete V Corp. Purchase Agreement") to purchase the following lands and premises (the "Subject Properties") in Calgary, Alberta:

(a) Lands and premises commonly known as "Airways Business Plaza", and legally described as:

PLAN SOUTH AIRWAYS INDUSTRIAL PARK CALGARY 7810077
BLOCK FIFTEEN (15)
LOT ONE (1) EXCEPTING THE SOUTH EIGHTY EIGHT AND
FOUR HUNDRED AND ONE THOUSANDTHS (88.401) METRES
IN PERPENDICULAR WIDTH THROUGHOUT THE SAID LOT
CONTAINING 0.846 HECTARES (2.09 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

- and -

PLAN 8610719
BLOCK 15
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.463 HECTARES (1.14 ACRES) MORE OR LESS

(b) Lands and premises commonly known as "Glenmore Commerce Court", and legally described as:

PLAN 0110420
BLOCK 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.841 HECTARES (2.08 ACRES) MORE OR LESS

75. The Concrete V Corp. Purchase Agreement provided for a total purchase price of $24,900,000 for the Subject Properties (including non-refundable deposits totaling $2,000,000), and a Closing Date of August 15, 2008 or such other date as the parties to that agreement may agree on.

76. Subsequent to entering the Concrete V Corp. Purchase Agreement, however, Concrete V Corp. was unable to raise sufficient funds to complete the purchase of the Subject Properties, and, as a result:

(a) The Closing Date for the purchase of the Subject Properties was extended to September 30, 2008, and Concrete V Corp. agreed to pay additional deposits of $2,500,000 on or prior to August 29, 2008, and a further $2,500,000 on or prior to September 15, 2008;

(b) The Closing Date for the purchase of the Subject Properties was later re-extended to October 31, 2008, and Concrete V Corp. agreed to pay a yet further additional deposit of $3,000,000, on or prior to September 30, 2009;

(c) The Closing Date for the purchase of the Subject Properties was re-extended a third time, to March 31, 2009;

(d) Concrete V Corp. solicited and obtained the funds referred to in paragraphs 65 and 66, above (the "Plaintiffs' Funds"), by way of issuing the Debentures, so as to enable Concrete V Corp. to provided some of the additional deposits referred to above, and otherwise to complete the purchase of the Subject Properties, and the Plaintiffs' Funds were so used. Without that use of the Plaintiffs' Funds, Concrete V Corp. would not have been able to provide all of the additional deposits and would not have been able to complete the purchase of the Subject Properties, and all deposits paid by Concrete V Corp. to that point would have been lost by Concrete V Corp.

77. The purchase by Concrete V Corp. of the Subject Properties closed on or about March 31, 2009, and titles to each the Subject Properties were issued in the name of Concrete V Corp. by the Alberta Land Titles Office on April 9, 2009.

Breach of the Terms of the Debentures

78. In breach of the terms of the Debentures, Concrete V Corp. failed to pay the principal and interest due and payable pursuant to each of the Debentures, as referred to in paragraphs 67 through 72, above.

79. As of the date of filing of this Statement of Claim, the Plaintiffs have not been paid any of the principal and interest owing to the Plaintiffs pursuant to the terms of the Debentures.

Representations by Aurora and Concrete Inc.

80. As of February 25, 2009, the failure by Concrete V Corp. to pay the principal owing under the Group A Debentures and the Group B Debentures constituted an ongoing Event of Default under the terms of all of the Debentures.

81. On or about February 25, 2009, Aurora and Concrete Inc. represented to the Plaintiffs and each of them, by way of a letter on Concrete Inc. letterhead signed by Aurora, that (the "Aurora Representations"):

> "To alleviate our debenture holders concerns about the late nature of maturity on their investment, we are enclosing the legal executed copy of our arrangement with the Strategic Group. [...] It is imperative that debenture holders understand that their investment is secured by the Glenmore/Airways building that is part of the Concrete Equities Foundation Fund deal that has been articulated above. Although the investment return has been delayed, the risk is mitigated due to the insulation of their dollars by Concrete Equities deposits in the asset as well as the asset itself. Security of the investment is solid, and although the term has been extended, the return has been enhanced."

82. Aurora and Concrete Inc. intended, in making the Aurora Representations, that the Plaintiffs would all refrain from exercising their rights under the Debentures – which rights the Plaintiffs had pursuant to the Event of Default referred to in paragraph 80, above.

83. In reliance on the Aurora Representations, the Plaintiffs and each of them refrained from exercising their rights under the Debentures pursuant to the Event of Default referred to in paragraph 80, above.

Constructive Trust

84. In all the circumstances, the Subject Properties became subject to a constructive trust in favour of the Plaintiffs:

(a) upon the Subject Properties being acquired by Concrete V Corp. by use of the Plaintiffs' Funds; or

(b) alternatively, upon the Aurora Representations being made to the Plaintiffs; or

(c) in the further alternative, upon the Aurora Representations being relied upon by the Plaintiffs.

85. At all material times from March 31, 2009 onward (or, alternatively, from April 9, 2009 onward), each of the Defendants knew, or ought to have known, that the Subject Properties were subject to a constructive trust in favour of the Plaintiffs.

Breach of Trust and Fraudulent Conveyance

86. At all material times from December 2008 onward:

(a) Concrete V Corp. was in insolvent circumstances, or was unable to pay its debts in full, or knew that it was on the eve of insolvency;

(b) All other Defendants knew that Concrete V Corp. was in insolvent circumstances, or was unable to pay its debts in full, or was on the eve of insolvency.

87. On or about April 22, 2009, the Defendants and each of them caused the titles to each of the Subject Properties to be transferred from Concrete V Corp., and to 1445122. To the knowledge of each of the Defendants:

(a) 1445122 had no interest, legal or equitable, in the Subject Properties;

(b) 1445122 had no interest, legal or equitable, in the Plaintiffs' Funds; and

(c) 1445122 had not contributed any funds, or alternatively had not contributed adequate funds, to purchase either or both of the Subject Properties.

88. Instead, to the knowledge of each of the Defendants:

(a) 1445122 did not pay any consideration, or alternatively did not pay any adequate consideration, to Concrete V Corp., for the transfer of the titles to the Subject Properties from Concrete V Corp. to 1445122;

(b) No provision was made with respect to payment of the Plaintiffs in respect of the Debentures, or in respect of the Plaintiffs' equitable interest in the Subject Properties;

(c) The transfers of the titles to the Subject Properties from Concrete V Corp. to 1445122 were made, and were caused by each of the Defendants,

(i) With knowledge and intent that doing so would breach the constructive trust in those properties, by which constructive trust the Plaintiffs have an equitable interest in each of the Subject Properties; and

(ii) With intent to defeat, hinder, delay or prejudice the Plaintiffs and each of them, as creditors of Concrete V Corp.;

(d) In the alternative to subparagraph 88(c)(ii), above, the transfers of the titles to the Subject Properties from Concrete V Corp. to 1445122 were made, and were caused by each of the Defendants, with intent to give 1445122 preference over the Plaintiffs as creditors of Concrete V Corp.

89. The Plaintiffs bring this aspect of their claim both on their own behalves, and on behalf of any and all other creditors of Concrete V Corp. who have been injured, delayed, prejudiced or postponed by the transfer of titles to the Subject Properties from Concrete V Corp. to 1445122.

90. Pursuant to the provisions of the *Fraudulent Preferences Act*, RSA 2000, c. F-24, in the circumstances described in this Statement of Claim, the transfer of the titles to the Subject Properties from Concrete V Corp. to 1445122 are void as against the Plaintiffs, and are void as against any and all other creditors of Concrete V Corp. who have been injured, delayed, prejudiced or postponed by the transfer of titles to the Subject Properties from Concrete V Corp. to 1445122.

91. Further, or in the alternative, the Plaintiffs rely upon the provisions of the *Statute of Elizabeth*, 13 Eliz., c. 5, 1571.

Oppression

92. Further, or in the alternative, in all the circumstances described in this Statement of Claim:

(a) the acts and omissions of Concrete V Corp., Concrete Inc., 1456775 and 1445122 have effected a result;

(b) the business or affairs of Concrete V Corp., Concrete Inc., 1456775 and 1445122 have been carried on or conducted in a manner; and

(c) the powers of the directors of Concrete V Corp., Concrete Inc., 1456775 and 1445122 have been exercised in a manner;

that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Plaintiffs.

93. The Plaintiffs rely upon section 242 and other applicable provisions of the *Business Corporation Act*, RSA 2000, c. B-9.

Trial of This Action

94. The Plaintiffs propose that the trial of this action be held at the Calgary Courts Centre, in Calgary, Alberta and do not anticipate that the trial of this action will exceed 25 days.

WHEREFORE THE PLAINTIFFS, AND EACH OF THEM , CLAIM AS AGAINST THE DEFENDANTS, JOINTLY AND SEVERALLY:

(a) A declaration that Concrete V Corp. has breached the terms of the Debentures;

(b) A declaration that the Plaintiffs have an equitable interest in the Subject Properties, pursuant to a constructive trust or otherwise;

(c) A declaration that, pursuant to the provisions of the *Fraudulent Preferences Act*, RSA 2000, c. F-24, the transfers of titles to the Subject Properties from Concrete V Corp. to 1445122 are void as against the Plaintiffs, and are void as against all other creditors of Concrete V Corp. who have been injured, delayed, prejudiced or postponed by the transfer of titles to the Subject Properties from Concrete V Corp. to 1445122;

(d) Judgment, damages and/or restitution in the sum of $11,050,000.00, together with such further damages as may be proven at trial;

(e) Interest pursuant to the terms of the Debentures, or alternatively pursuant to the *Judgment Interest Act*, RSA 2000, c.J-1;

(f) An interim, interlocutory and final Order appointing a Receiver for Concrete V Corp. and/or in respect of the Subject Properties, with the powers to be granted to such Receiver to include powers:

(i) To carry on, manage and conduct the business operations of Concrete V Corp. respecting the Subject Properties;

(ii) To receive the revenues, incomes, issues and profits of the Subject Properties and to pay therefrom the reasonable costs, charges and expenses of the Receiver in carrying on the said business operations or otherwise;

(g) An Order that in default of payment of the sums referred to in (d) and (e), above:

(i) The revenues, incomes, issues and profits of the Subject Properties, after payment therefrom of the reasonable costs, charges and expenses of the Receiver in carrying on the said business operations or otherwise, be applied in payment of the amounts found owing to the Plaintiffs; or

(ii) The Subject Properties be sold and the proceeds be applied in payment of the amounts found owing to the Plaintiffs;

(h) An Order for an accounting in respect of the Plaintiffs' Funds;

(i) Costs of this action on a solicitor and his own client basis; and

(j) Such further and other relief as to this Honourable Court may seem just and appropriate.

DATED at the City of Calgary, in the Province of Alberta this 10th day of June, 2009, **AND DELIVERED** by Burstall Winger LLP (Attention: Patrick D. Fitzpatrick), Solicitors for the Plaintiffs whose address for service is in care of the said Solicitors at 1600, 333 – 7 Avenue S.W., Calgary, Alberta, T2P 2Z1.

ISSUED out of the Office of the Clerk of the Court of Queen's Bench of Alberta, Judicial District of Calgary, this 10th day of June, 2009

V.A. BRANDT COURT SEAL

Clerk of Queen's Bench

ACTION NO. 0901- 08759

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

BETWEEN:

613790 SASKATCHEWAN LTD., 1352305 ALBERTA LTD., ALLAUDIN ABDULHUSEIN, NARGIS ABDULHUSEIN, AMIN AHMED, LILLY AHMED, RIAZ AHMED, ROBERT T. BALIC PROFESSIONAL CORPORATION, KIM BELANGER, ALLAN BOSWELL, SUKHDEEP BRAR, BENNIE BULLOCK, EDWARD G. BUSH, CANUCK HOLDINGS LTD., CHEISER CONSULTING LTD., TROY DICKIE, STEVE ELLIOTT, ROLF FALSCHEBNER, ALI FATHI-AFSHAR PROFESSIONAL CORPORATION, BLAIR FOSTER, HAROLD FUNK, JESSE FUNNELL, TAD GACICH, SHANE HANSEN, LAUREL HANSEN, SHAFIK HIRANI, BART HUNTER, CYNTHIA HUNTER, MARY JEAN KABAYAMA, MIRIAM KNOLL, PAUL KNOLL, RAHUL KULSHRESTHA, CAROL LALONDE, SANDRA LOOP, SHANE LOWENBERGER, ROBIN MACKAY, DARLI MCAULAY, TYRONE MELLON, MAGIA MANAGEMENT CONSULTING LTD., DANIEL NAGORSKI, DEBRA NAGORSKI, NORVAL ORISS, OUTWARD BRANCH CONSULTING LTD., JASSI PARMAR PROFESSIONAL CORPORATION, FRANK PAVKA, MARY ANN PAVKA, PATRICK PAVKA, SHAUNA PAVKA, KEITH PENNY, MARILYN PENNY, BRENT POWELL, SHONA POWELL, QUANTUM CAPITAL CORP., RADAM BROTHERS INC., FRED RATUSHNY, KEITH RENDALL, ANDREW RIGG, ROY & TABBI FARMS LTD., MICHAEL SALIK, TRIPLE H LAND LTD., TRITON HAULING INC., WAYBER FINANCIAL INC., DOUGLAS WILLIAMSON and TOR WILSON

Plaintiffs

- and -

CONCRETE ASSOCIATES V INVESTMENT CORPORATION. CONCRETE EQUITIES INC., 1456775 ALBERTA LTD., SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP, 1445122 ALBERTA LTD., RIAZ MAMDANI, VARUN AURORA, DAVE JONES, VINCENZO De PALMA, and DAVID HUMENIUK

Defendants

CERTIFICATE OF LIS PENDENS

To: The Registrar of the South Alberta Land Registration District

THIS IS TO CERTIFY that in this action a claim has been made to enforce an interest claimed by the Plaintiffs as against the lands legally described as follows:

PLAN SOUTH AIRWAYS INDUSTRIAL PARK CALGARY 7810077
BLOCK FIFTEEN (15)
LOT ONE (1) EXCEPTING THE SOUTH EIGHTY EIGHT AND
FOUR HUNDRED AND ONE THOUSANDTHS (88.401) METRES
IN PERPENDICULAR WIDTH THROUGHOUT THE SAID LOT
CONTAINING 0.846 HECTARES (2.09 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

DATED at the City of Calgary, in the Province of Alberta, this 10 of June, 2009.

"C SENETZA"
COURT SEAL

Clerk of the Court of Queen's Bench of Alberta

TO: THE CLERK OF THE COURT

AND TO: 1445122 ALBERTA LTD.
c/o Registered Office
400, 630 – 8 Avenue SW
Calgary, AB T2P 1G6

ACTION NO. 0901- 08759

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

BETWEEN:

613790 SASKATCHEWAN LTD., 1352305 ALBERTA LTD., ALLAUDIN ABDULHUSEIN, NARGIS ABDULHUSEIN, AMIN AHMED, LILLY AHMED, RIAZ AHMED, ROBERT T. BALIC PROFESSIONAL CORPORATION, KIM BELANGER, ALLAN BOSWELL, SUKHDEEP BRAR, BENNIE BULLOCK, EDWARD G. BUSH, CANUCK HOLDINGS LTD., CHEISER CONSULTING LTD., TROY DICKIE, STEVE ELLIOTT, ROLF FALSCHEBNER, ALI FATHI-AFSHAR PROFESSIONAL CORPORATION, BLAIR FOSTER, HAROLD FUNK, JESSE FUNNELL, TAD GACICH, SHANE HANSEN, LAUREL HANSEN, SHAFIK HIRANI, BART HUNTER, CYNTHIA HUNTER, MARY JEAN KABAYAMA, MIRIAM KNOLL, PAUL KNOLL, RAHUL KULSHRESTHA, CAROL LALONDE, SANDRA LOOP, SHANE LOWENBERGER, ROBIN MACKAY, DARLI MCAULAY, TYRONE MELLON, MAGIA MANAGEMENT CONSULTING LTD., DANIEL NAGORSKI, DEBRA NAGORSKI, NORVAL ORISS, OUTWARD BRANCH CONSULTING LTD., JASSI PARMAR PROFESSIONAL CORPORATION, FRANK PAVKA, MARY ANN PAVKA, PATRICK PAVKA, SHAUNA PAVKA, KEITH PENNY, MARILYN PENNY, BRENT POWELL, SHONA POWELL, QUANTUM CAPITAL CORP., RADAM BROTHERS INC., FRED RATUSHNY, KEITH RENDALL, ANDREW RIGG, ROY & TABBI FARMS LTD., MICHAEL SALIK, TRIPLE H LAND LTD., TRITON HAULING INC., WAYBER FINANCIAL INC., DOUGLAS WILLIAMSON and TOR WILSON

Plaintiffs

- and -

CONCRETE ASSOCIATES V INVESTMENT CORPORATION. CONCRETE EQUITIES INC., 1456775 ALBERTA LTD., SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP, 1445122 ALBERTA LTD., RIAZ MAMDANI, VARUN AURORA, DAVE JONES, VINCENZO De PALMA, and DAVID HUMENIUK

Defendants

CERTIFICATE OF LIS PENDENS

To: The Registrar of the South Alberta Land Registration District

THIS IS TO CERTIFY that in this action a claim has been made to enforce an interest claimed by the Plaintiffs as against the lands legally described as follows:

PLAN 8610719
BLOCK 15
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.463 HECTARES (1.14 ACRES) MORE OR LESS

DATED at the City of Calgary, in the Province of Alberta, this 10 of June, 2009.

for "C. SENGTZA" COURT SEAL
Clerk of the Court of Queen's Bench of Alberta

TO: THE CLERK OF THE COURT

AND TO: 1445122 ALBERTA LTD.
c/o Registered Office
400, 630 – 8 Avenue SW
Calgary, AB T2P 1G6

ACTION NO. 0901- 08759

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

BETWEEN:

613790 SASKATCHEWAN LTD., 1352305 ALBERTA LTD., ALLAUDIN ABDULHUSEIN, NARGIS ABDULHUSEIN, AMIN AHMED, LILLY AHMED, RIAZ AHMED, ROBERT T. BALIC PROFESSIONAL CORPORATION, KIM BELANGER, ALLAN BOSWELL, SUKHDEEP BRAR, BENNIE BULLOCK, EDWARD G. BUSH, CANUCK HOLDINGS LTD., CHEISER CONSULTING LTD., TROY DICKIE, STEVE ELLIOTT, ROLF FALSCHEBNER, ALI FATHI-AFSHAR PROFESSIONAL CORPORATION, BLAIR FOSTER, HAROLD FUNK, JESSE FUNNELL, TAD GACICH, SHANE HANSEN, LAUREL HANSEN, SHAFIK HIRANI, BART HUNTER, CYNTHIA HUNTER, MARY JEAN KABAYAMA, MIRIAM KNOLL, PAUL KNOLL, RAHUL KULSHRESTHA, CAROL LALONDE, SANDRA LOOP, SHANE LOWENBERGER, ROBIN MACKAY, DARLI MCAULAY, TYRONE MELLON, MAGIA MANAGEMENT CONSULTING LTD., DANIEL NAGORSKI, DEBRA NAGORSKI, NORVAL ORISS, OUTWARD BRANCH CONSULTING LTD., JASSI PARMAR PROFESSIONAL CORPORATION, FRANK PAVKA, MARY ANN PAVKA, PATRICK PAVKA, SHAUNA PAVKA, KEITH PENNY, MARILYN PENNY, BRENT POWELL, SHONA POWELL, QUANTUM CAPITAL CORP., RADAM BROTHERS INC., FRED RATUSHNY, KEITH RENDALL, ANDREW RIGG, ROY & TABBI FARMS LTD., MICHAEL SALIK, TRIPLE H LAND LTD., TRITON HAULING INC., WAYBER FINANCIAL INC., DOUGLAS WILLIAMSON and TOR WILSON

Plaintiffs

- and -

CONCRETE ASSOCIATES V INVESTMENT CORPORATION. CONCRETE EQUITIES INC., 1456775 ALBERTA LTD., SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP, 1445122 ALBERTA LTD., RIAZ MAMDANI, VARUN AURORA, DAVE JONES, VINCENZO De PALMA, and DAVID HUMENIUK

Defendants

CERTIFICATE OF LIS PENDENS

To: The Registrar of the South Alberta Land Registration District

THIS IS TO CERTIFY that in this action a claim has been made to enforce an interest claimed by the Plaintiffs as against the lands legally described as follows:

PLAN 0110420
BLOCK 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.841 HECTARES (2.08 ACRES) MORE OR LESS

DATED at the City of Calgary, in the Province of Alberta, this 10 of June, 2009.

"C. SENETZA"
COURT SEAL
for Clerk of the Court of Queen's ~~Bench~~ of Alberta

TO: THE CLERK OF THE COURT

AND TO: 1445122 ALBERTA LTD.
c/o Registered Office
400, 630 – 8 Avenue SW
Calgary, AB T2P 1G6

This is Exhibit "W" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta

Trade Name / Partnership Search
Corporate Registration System

Date of Search:	2009/07/13
Time of Search:	01:25 PM
Search provided by:	DAVIS LLP

Service Request No:	13388947
Customer Reference No:	75800-00005

Registration No:	LP13671235
Current Business Name:	SANTA CLARA REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP
Status of Business Name:	Active
Trade Name / Partnership Type:	Limited Partnership
Date of Registration:	2007/12/05 YYYY/MM/DD
Home Jurisdiction:	ALBERTA

Current General Partner:

Last/Legal Entity Name:	EL GOLFO INVESTMENT CORPORATION
Street:	450, 550 - 11TH AVENUE SW
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2R 1M7

Other Information:

Filing History:

List Date	Type of Filing
2007/12/05	Register Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000804100176167	2007/12/05

Alberta Registries certifies that the information contained in this search is the most recent information filed in the Register of Corporations.

REGISTRAR OF CORPORATIONS

This is Exhibit "X" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:24 PM
Search provided by: DAVIS LLP

Service Request Number: 13388938
Customer Reference Number: 75800-00005

Corporate Access Number: 2013274408
Legal Entity Name: EL GOLFO INVESTMENT CORPORATION

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2007/06/04 YYYY/MM/DD

Registered Office:
Street: SUITE 450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Records Address:
Street: SUITE 450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Directors:

Last Name: AURORA
First Name: VARUN
Middle Name: VINNY
Street/Box Number: 450, 550 -11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA

Postal Code: T2R 1M7

Last Name: DE PALMA
First Name: VINCENZO
Street/Box Number: 450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Last Name: JONES
First Name: DAVID
Street/Box Number: 7425 MACLEOD TRAIL SW
City: CALGARY
Province: ALBERTA
Postal Code: T2H 0L8

Voting Shareholders:

Last Name: AURORA
First Name: VARUN
Middle Name: VINNY
Street: 450, 550 - 11 AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7
Percent Of Voting Shares: 50

Last Name: HUMENIUK
First Name: DAVE
Street: 220 HAWKHILL PLACE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G 3H5
Percent Of Voting Shares: 50

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF CLASS "A" SHARES

Share Transfers

Restrictions:	SEE SCHEDULE "A" ATTACHED
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Business Restricted From:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Other Provisions:	SEE SCHEDULE "B" ATTACHED.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
SANTA CLARA REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP	LP13671235

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2008	2008/08/15

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/06/04	Incorporate Alberta Corporation
2007/12/17	Change Address
2008/08/15	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2009/05/08	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2007/06/04
Other Rules or Provisions	ELECTRONIC	2007/06/04

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.

This is Exhibit "Y" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

From: David Letourneau [mailto:davidl@villacortez.com]
Sent: Thursday, July 09, 2009 12:29 AM
To: 'Vincenzo De Palma'; Aurora, Vinny
Cc: baguilera@aguileralindsey.com
Subject: Golfo Payment Schedule Update

Vincenzo,
I am attaching the spreadsheet for the payments that have not been made as yet on the El Golfo land assembly. Please note that all of the payments listed within this sheet are still due, even though they goback to December of 2008.
I did not have time to put the updated extension fees and additional interest charges into the spreadsheet, so here they are in narrative form.
Please have the sheet updated accordingly and send me a copy to review.
Overdue extension fees now due July 31 - $290,000 For the unpaid balance of the 2nd extension fees through May 15 related to Lots 1,2, and 7A.
(Can be further extended to August 15 for a 10% additional late fee) Lot 1 Overdue extension fee now due July 31- $100,000 For the 2nd extension fees for 2 months May 16 to July 15 (Can be further extended to August 15 for a 10% additional late fee) Lot 2 Overdue extension fee now due July 31 - $100,000 For the 2nd extension fees for 2 months May 16 to July 15 (Can be furtherextended to August 15 for a 10% additional late fee) Lot 7A Overdue extension fee now due July 31 - $100,000 For the 2nd extension fees for 2 months May 16 to July 15 (Can be further extended to August 15 for a 10% additional late fee) Lot 1 Extension fee capitalized and now due March 1, 2010 - $75,000 Lot 1 Additional fee in lieu of interest due March 1 - $300,000, Lot 2 Extension fee capitalized and now due March 1 - $75,000 Lot 2 Additional fee in lieu of interest - $300,000 Lot 1 & 2 extension interest due March 1 - $319,141 Lot 7A Extension fee capitalized and due March 1 - $50,000 Lot 7A Additional extension fee due March 1 - $250,000, Lot 7A Additional interest due March 1 - $167,033 Lot 3 Additional interest due March 1 - $260,833 Lot 3 Additional extension fee due March 1 - $250,000 Lot 4 Additional interest due March 1 - $262,663 Lot 4 Additional extension fee due March 1 - $250,000 Thornton extension fee and interest on unpaid commissions due March 1 -
$27,988
Past due funds to complete fencing, survey, bookkeeping and overhead, now due - $95,000

Please not the following:

1) Ben and I are confident that if we pay early or possibly even if we pay close to the March 1 deadline without any further problems, we can quite likely get a significant reduction in the additional extension fees that are due on March 1. Lot 1 & 2 owner has been insisting on additional payment of $500,000 per lot because he received a lower price and no interest on his transaction and has supported us in all of these negotiations. We currently have convinced him to accept $300,000 for each and to wait until March 1 for payment. (as above)
2) We need to pay the amounts due July 31 of $290k and $300k before we can "finalize" any additional extensions on paper.
3) Ben and I have both worked countless hours on all of these extensions for the past 8 months and have not received any of the payments that were due to us in this time period. We have negotiated and then several times over, we have gone back and renegotiated these extensions and as yet, very few of the extension payments have actually been made. Our credibility has gone down significantly as a result of all of this. We are willing to continue waiting for payment in full until March 1 if necessary as long as we receive a $250,000 payment by September 15, 2009 as a measure ofgood faith.
4) If appraisals are still required, please budget $50,000 to be advanced 60 days before the final reports are needed.

Very important note:

If the July 31 commitments are not made on time, all of the property will be lost withno chance of any cure period beyond the August 15 extension as noted above.
Please also note that all of the above numbers are current as of the most recent round of discussions with the Sellers, but this has been a very fluid situation due to the lack offinancial performance.

Warmest regards,
David Letourneau
Partner
AZ Golfo Investments
602-625-6607

This is Exhibit "Z" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Golfo de Santa Clara
Payment Schedule

	Lot Number	Hectares	Date of Offer	Date of Closing	Amount	Dec-08	Jan-09	Feb-09	May-09	Jun-09	Jul-09	Nov-09	Dec-09	Jan-10	May-10	Jun-10	Nov-10	Dec-10
East Parcels																		
Cabrera	Lot 1	52.0085	7/17/2006	11/14/2007														
	Purchase Price				$ 2,600,000.00		$ 625,000.00				$ 625,000.00			$ 625,000.00				
	Closing Costs				$ 111,700.00													
	Broker Commissions				$ 156,000.00		$ 39,000.00											
	Asignment Price				$ 1,466,925.00		$ 351,200.00				$ 413,062.50			$ 413,062.50				
Cabrera	Lot 2	55.8550	7/18/2006	8/8/2007														
	Purchase Price				$ 2,750,000.00			$ 662,500.00										
	Closing Costs				$ 27,375.00													
	Broker Commissions				$ 165,000.00													
	Asignment Price				$ 1,217,100.00			$ 370,134.00										
Solo	Lot 3	51.2150	9/12/2007	12/6/2007														
	Purchase Price				$ 3,072,900.00					$ 448,268.76			$ 470,682.20			$ 494,216.31		$ 518,927.12
	Interest				$ 503,630.88					$ 96,604.72			$ 74,191.28			$ 50,657.17		$ 25,946.36
	Closing Costs				$ 123,286.05													
	Broker Commissions				$ 184,374.00	$ 46,093.60												
	Asignment Price				$ 1,870,643.00	$ 192,294.00				$ 360,106.88			$ 360,106.88			$ 360,106.88		$ 360,106.88
Manzo	Lot 4	48.8600	9/8/2007	11/14/2007														
	Purchase Price				$ 2,931,600.00				$ 427,666.19			$ 449,039.00			$ 471,490.95		$ 495,065.48	
	Interest				$ 480,472.62				$ 92,162.58			$ 70,779.77			$ 48,327.82		$ 24,753.29	
	Closing Costs				$ 119,824.20													
	Broker Commissions				$ 175,896.00													
	Asignment Price				$ 1,836,930.90				$ 343,548.23			$ 343,548.23			$ 343,648.23		$ 343,548.23	
West Parcels																		
Manzo	Lot 7A	39.7800	9/8/2007	12/10/2007														
	Purchase Price				$ 1,989,220.00	$ 434,806.00				$ 434,806.00			$ 434,805.00					
	Interest				$ 173,922.00	$ 52,176.60				$ 34,784.40			$ 17,392.20					
	Closing Costs				$ 96,735.89													
	Broker Commissions				$ 119,353.20	$ 29,838.30												
	Asignment Price				$ 1,108,401.00	$ 225,032.00				$ 310,351.63			$ 299,092.31					
					$ 23,281,289.74	$ 980,239.40	$ 1,015,200.00	$ 1,032,634.00	$ 863,367.00	$ 1,684,921.40	$ 1,038,062.50	$ 863,367.00	$ 1,656,269.87	$ 1,038,062.50	$ 863,367.00	$ 904,980.36	$ 863,367.00	$ 904,980.36
	Cumulative Payments					$ 980,239.40	$ 1,995,439.40	$ 3,028,073.40	$ 3,891,440.40	$ 5,576,361.79	$ 6,614,424.29	$ 7,477,791.29	$ 9,134,061.16	$ 10,172,123.66	$ 11,035,490.66	$ 11,940,471.02	$ 12,803,838.01	$ 13,708,818.38

This is Exhibit "AA" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Trade Name / Partnership Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:30 PM
Search provided by: DAVIS LLP

Service Request No: 13389001
Customer Reference No: 75800-00005

Registration No: LP13474796
Current Business Name: CONCHAS CHINAS REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2007/09/05 YYYY/MM/DD
Home Jurisdiction: ALBERTA

Current General Partner:

Last/Legal Entity Name: COSTA KORAAL INVESTMENT CORPORATION
Street: 450, 550 -11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Other Information:

Filing History:

List Date	Type of Filing
2007/09/05	Register Limited Partnership
2008/07/23	Amend Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000504100176164	2007/09/05
Notice to Amend	10000507104335426	2008/07/23

Alberta Registries certifies that the information contained in this search is the most recent information filed in the Register of Corporations.

This is Exhibit "BB" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:29 PM
Search provided by: DAVIS LLP

Service Request Number: 13388989
Customer Reference Number: 75800-00005

Corporate Access Number: 2013455197
Legal Entity Name: COSTA KORAAL INVESTMENT CORPORATION

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2007/08/24 YYYY/MM/DD

Registered Office:
Street: SUITE 450, 550 - 11 AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Records Address:
Street: SUITE 450, 550 - 11 AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Directors:

Last Name: AURORA
First Name: VARUN
Middle Name: VINNY
Street/Box Number: 450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA

Postal Code: T2R 1M7

Last Name: DE PALMA
First Name: VINCENZO
Street/Box Number: 450, 550 - 11 AVENUE SW
City: CLAGARY
Province: ALBERTA
Postal Code: T2R 1M7

Last Name: JONES
First Name: DAVID
Street/Box Number: 7425 MACLEOD TRAIL SW
City: CALGARY
Province: ALBERTA
Postal Code: T2H 0L8

Voting Shareholders:

Last Name: AURORA
First Name: VINNY
Middle Name: VARUN
Street: C/O 450, 550 - 11 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7
Percent Of Voting Shares: 50

Last Name: HUMENIUK
First Name: DAVE
Street: 220 HAWKHILL PL NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G 3H5
Percent Of Voting Shares: 50

Details From Current Articles:

<u>The information in this legal entity table supersedes equivalent electronic attachments</u>

Share Structure: THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF CLASS "A" SHARES

Share Transfers

Restrictions:	SEE SCHEDULE "A" ATTACHED.
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Business Restricted From:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Other Provisions:	SEE SCHEDULE "B" ATTACHED.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
CONCHAS CHINAS REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP	LP13474796

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2008	2008/08/27

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/08/24	Incorporate Alberta Corporation
2007/12/14	Change Address
2008/08/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2009/05/08	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2007/08/24
Other Rules or Provisions	ELECTRONIC	2007/08/24

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.

This is Exhibit "CC" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Trade Name / Partnership Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:31 PM
Search provided by: DAVIS LLP

Service Request No: 13389018
Customer Reference No: 75800-00005

Registration No: LP13522909
Current Business Name: CALLE MARIPOSAS LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2007/09/26 YYYY/MM/DD
Home Jurisdiction: ALBERTA

Current General Partner:

Last/Legal Entity Name: LUNA MORADA INVESTMENT CORPORATION
Street: 450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Other Information:

Filing History:

List Date	Type of Filing
2007/09/26	Register Limited Partnership
2008/07/23	Amend Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000004100176166	2007/09/26
Notice to Amend	10000407104335422	2008/07/23

Alberta Registries certifies that the information contained in this search is the most recent information filed in the Register of Corporations.

This is Exhibit "DD" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:31 PM
Search provided by: DAVIS LLP

Service Request Number: 13389008
Customer Reference Number: 75800-00005

Corporate Access Number: 2013507864
Legal Entity Name: LUNA MORADA INVESTMENT CORPORATION

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2007/09/19 YYYY/MM/DD

Registered Office:
Street: SUITE 450, 550 - 11 AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Records Address:
Street: SUITE 450, 550 - 11 AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Directors:

Last Name: AURORA
First Name: VARUN
Middle Name: VINNY
Street/Box Number: C/O 450, 550 -11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA

Postal Code:	T2R 1M7

Last Name:	DE PALMA
First Name:	VINCENZO
Street/Box Number:	450, 550 - 11 AVENUE SW
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2R 1M7

Last Name:	JONES
First Name:	DAVID
Street/Box Number:	7425 MACLEOD TRAIL SW
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2H 0L8

Voting Shareholders:

Last Name:	AURORA
First Name:	VINNY
Street:	450, 550 - 11 AVENUE SW
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2R 1M7
Percent Of Voting Shares:	50

Last Name:	HUMENIUK
First Name:	DAVE
Street:	220 HAWKHILL PLACE NW
City:	CALGARY
Province:	ALBERTA
Postal Code:	T3G 3H5
Percent Of Voting Shares:	50

Details From Current Articles:

<u>The information in this legal entity table supersedes equivalent electronic attachments</u>

Share Structure:	THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF CLASS "A" SHARES
Share Transfers Restrictions:	SEE SCHEDULE "A" ATTACHED.

Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Business Restricted From:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Other Provisions:	SEE SCHEDULE "B" ATTACHED.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
CALLE MARIPOSAS LIMITED PARTNERSHIP	LP13522909

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2008	2009/05/08

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/09/19	Incorporate Alberta Corporation
2007/12/14	Change Address
2009/05/08	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2007/09/19
Other Rules or Provisions	ELECTRONIC	2007/09/19

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.

This is Exhibit "EE" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2009/07/28
Time of Search: 08:26 AM
Search provided by: DAVIS LLP

Service Request Number: 13446924
Customer Reference Number: 75800-00005

Corporate Access Number: 2012062861
Legal Entity Name: CONCRETE EQUITIES INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2005/11/23 YYYY/MM/DD

Registered Office:
Street: SUITE 450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Records Address:
Street: SUITE 450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Directors:

Last Name: AURORA
First Name: VINNY
Street/Box Number: 450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Last Name: DE PALMA
First Name: VINCENZO
Street/Box Number: 450, 550 - 11 AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Last Name: JONES
First Name: DAVID
Street/Box Number: 7425 MACLEOD TRAIL SW
City: CALGARY
Province: ALBERTA
Postal Code: T2H 0L8

Voting Shareholders:

Last Name: AURORA
First Name: VINNY
Street: 450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7
Percent Of Voting Shares: 33.3

Last Name: HUMENIUK
First Name: DAVE
Street: 220 HAWKHILL PLACE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G 3H5
Percent Of Voting Shares: 33.3

Last Name: JONES
First Name: DAVID
Street: 450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7
Percent Of Voting Shares: 33.4

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	AS SET OUT IN SCHEDULE "A" ATTACHED HERETO.
Share Transfers Restrictions:	AS SET OUT IN SCHEDULE "B" ATTACHED HERETO.
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	NONE.
Business Restricted From:	NONE.
Other Provisions:	AS SET OUT IN SCHEDULE "C" ATTACHED HERETO.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2008	2009/05/08

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2005/11/23	Incorporate Alberta Corporation
2007/12/17	Change Address
2008/10/02	Change Director / Shareholder
2009/05/08	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2005/11/23
Restrictions on Share Transfers	ELECTRONIC	2005/11/23
Other Rules or Provisions	ELECTRONIC	2005/11/23

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.

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This is Exhibit "HH" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Action No. 0901-09694

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

BETWEEN:

BLAKE, CASSELS & GRAYDON LLP

Applicant

and

CONCRETE EQUITIES INC.

Respondent

I hereby certify this to be a true copy of the original 8 - 2009
Dated this 25 day of July 2009
for Clerk of the Court

BEFORE MASTER Hanebury IN CHAMBERS	))))	At the Court House, in the City of Calgary, in the Province of Alberta, on the 20th day of July, 2009.

ORDER

UPON THE APPLICATION of Blake, Cassels & Graydon LLP, **AND UPON READING** the Affidavit of Scott W.N. Clarke, filed; **AND UPON HEARING** counsel for the Applicant;

IT IS HEREBY ORDERED THAT:

1. The Applicant, Blake, Cassels & Graydon LLP, shall be at liberty to enforce the taxed Bill of Costs against the Respondent, Concrete Equities Inc., in the amount of $301,227.51 as a Judgment of this Honourable Court;

2. The Applicant shall be awarded pre-judgment and post-judgment interest pursuant to the *Judgment Interest Act*;

3. The Applicant shall have its taxable costs of this application, payable forthwith, in the amount of $600.00, inclusive of disbursements. L g

M.C.C.Q.B.A.

ENTERED THIS 23 ~~20th day~~ of July, 2009.
V.A. BRANDT COURT SEAL

Clerk of the Court of
Queen's Bench of Alberta

Action No. 0901-09694 **2009**

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

BETWEEN:

BLAKE, CASSELS & GRAYDON LLP

Applicant

and

CONCRETE EQUITIES INC.

Respondent

ORDER

Blake, Cassels & Graydon LLP
Barristers & Solicitors
#3500, 855 – 2nd Street SW
Calgary, AB T2P 4J8

Solicitor: Richard D. Bell

Telephone: (403) 260-9656
Fax: (403) 260-9700

File No. 88238/1

This is Exhibit “II” referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:39 PM
Search provided by: DAVIS LLP

Service Request Number: 13389120
Customer Reference Number: 75800-00005

Corporate Access Number: 2014042200
Legal Entity Name: CONCRETE EQUITIES EXECUTIVE CLUB INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2008/05/28 YYYY/MM/DD

Registered Office:
Street: 450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Records Address:
Street: 450, 550 - 11TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Directors:

Last Name: AURORA
First Name: VINNY
Street/Box Number: 2829 - 77TH STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T3H 5M1

Last Name: DE PALMA
First Name: VINCENZO
Street/Box Number: #106, 177 - 9TH STREET NE
City: CALGARY
Province: ALBERTA
Postal Code: T2E 9E5

Last Name: HUMENIUK
First Name: DAVE
Street/Box Number: 220 HAWKHILL PLACE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G 3H5

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE SCHEDULE "A" ATTACHED
Share Transfers Restrictions:	SEE SCHEDULE "B" ATTACHED
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Business Restricted From:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Other Provisions:	SEE SCHEDULE "C" ATTACHED

Other Information:

Outstanding Returns:

Annual returns are outstanding for the 2009 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing

2008/05/28	Incorporate Alberta Corporation

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2008/05/28
Restrictions on Share Transfers	ELECTRONIC	2008/05/28
Other Rules or Provisions	ELECTRONIC	2008/05/28

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.

This is Exhibit "JJ" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

ALBERTA SECURITIES COMMISSION

SETTLEMENT AGREEMENT AND UNDERTAKING

Citation: Concrete Equities Executive Club Inc., Re, 2008 ABASC 729 **Date: 20081222**
Docket: E/03980

Securities Act, **R.S.A. 2000, c. S-4 (*Act*)**

Concrete Equities Executive Club Inc.

Agreed Facts

Introduction

1 The staff of the Alberta Securities Commission (respectively, **Staff** and **Commission**) conducted an investigation into allegations that Concrete Equities Executive Club Inc. (**CEEC**) breached the Alberta securities laws by engaging in an illegal distribution of securities, and acted contrary to the public interest.

2 The investigation confirmed and CEEC admits that it breached those sections of the *Act* and Rules referred to in this Settlement Agreement and Undertaking (**Agreement**), and that it acted contrary to the public interest.

3 Solely for securities regulatory purposes in Alberta and elsewhere, and as the basis for the settlement and undertaking referred to in paragraph 13, CEEC agrees to the facts and consequences set out in this Agreement.

4 Terms used in this Agreement have the same meaning as provided in the Alberta securities laws, a defined term in the *Act*.

Parties

5 At all material times, CEEC was a corporation registered to do business in Alberta, with its head office in Calgary. It was not a reporting issuer in Alberta and was not registered in any capacity with the Executive Director of the Commission (**Executive Director**).

Circumstances

6 Up to and including June 2, 2008, CEEC promoted and sold Class B shares to 18 Alberta investors, raising $1,620,000. CEEC used the funds to qualify itself as an accredited investor and invest in Safeguard Real Estate Investment Fund 7 Limited Partnership. CEEC investors were promised a one year return of 20%.

7 No exemptions from the prospectus and registration requirements were available for 13 of the subscribing Alberta investors. Further, at no time was a preliminary and final prospectus filed with the Commission for the trades in the CEEC securities, and no receipts were issued for such filings by the Executive Director.

8 CEEC admits that the Class B shares were securities as defined in the *Act,* and that the sales of the Class B shares to the Alberta investors were trades as defined in the *Act*. Further, as trades in securities of an issuer that had not been previously issued, CEEC admits that the sales of the Class B shares were also distributions under the *Act*.

Breaches

9 As a result of the conduct outlined above, CEEC admits that it breached:

9.1 subsection 75(1) of the *Act*, by trading in its securities with Alberta residents without being registered with the Executive Director; and

9.2 section 110 of the *Act*, by distributing its securities to Alberta investors without filing and receiving a receipt for a preliminary and final prospectus from the Executive Director.

10 CEEC acknowledges that its failure to comply with the registration and prospectus requirements in the *Act* amounted to conduct that was contrary to the public interest.

Other Circumstances Relevant to Settlement

11 CEEC has not been previously sanctioned by the Commission and has cooperated with Staff during the investigation.

12 This Agreement has saved the Commission the time and expense associated with a contested hearing under the *Act*.

Settlement Payments and Undertakings

13 Based on these facts and admissions, CEEC undertakes to the Executive Director upon execution of this Agreement:

13.1 to make a general offer of rescission and refund to all CEEC investors;

13.2 to rescind the subscription agreements of the 13 unqualified Alberta investors, and refund their investments;

13.3 to pay to the Commission the amount of $80,000 in settlement of the allegations;

13.4 to pay to the Commission the amount of $2,000 towards investigation costs; and

13.5 to provide the Commission with an affidavit confirming that the offer of rescission and refund was made to all 18 investors, and that the subscription agreements executed by the 13 unqualified investors have been rescinded and their funds returned.

Administration

14 CEEC acknowledges that it has sought independent legal advice and that it has voluntarily made the admissions herein.

15 CEEC waives any right existing under the *Act*, or otherwise, to a hearing, review, judicial review or appeal of this matter.

16 CEEC acknowledges that this Agreement may be referred to in any other proceedings under the *Act*.

17 The Agreement resolves all issues involving CEEC as described in the attached paragraphs, and Staff will take no further steps against CEEC arising from these facts.

Signed by Concrete Equities Executive Club Inc. at Calgary, Alberta this 1st day of December 2008, in the presence of:	*"original signed by"*
	Concrete Equities Executive Club Inc.
Jackie Gruber WITNESS NAME	
"original signed by" SIGNATURE	

	ALBERTA SECURITIES COMMISSION
Calgary, Alberta, 22 December 2008	
	"original signed by"
	John P. Petch
	Director, Enforcement

This is Exhibit "KK" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Action No. 0901 - 09698

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

BETWEEN:

SHELLEY HOSTLAND and KELLY HOSTLAND

PLAINTIFFS

-and-

CONCRETE EQUITIES EXECUTIVE CLUB INC., DAVE HUMENIUK, VINNY AURORA, and VINCENZO DE PALMA

DEFENDANTS

STATEMENT OF CLAIM

The Parties

1. The Plaintiffs, Shelley Hostland and Kelly Hostland (collectively the "**Hostlands**") are individuals residing in the City of Calgary, in the Province of Alberta.

2. The Defendant, Concrete Equities Executive Club Inc. ("**CEEC**"), is a body corporate incorporated pursuant to the laws of the Province of Alberta, and carries on business in the Province of Alberta and elsewhere.

3. The Defendant, Dave Humeniuk ("**Humeniuk**") is an individual residing in the City of Calgary, in the Province of Alberta, and at all material times was a director of CEEC.

4. The Defendant, Vinny Aurora ("**Aurora**") is an individual residing in the City of Calgary, in the Province of Alberta, and at all material times was a director of CEEC.

5. The Defendant, Vincenzo De Palma ("**De Palma**") is an individual residing in the City of Calgary, in the Province of Alberta, and at all material times was a director of CEEC.

Background

6. On or about May 28, 2005, the Defendant, CEEC, was incorporated pursuant to the laws of the Province of Alberta and, more specifically, the provisions of the *Business Corporations Act* (Alberta) R.S.A. 2000, c. B-9 (the "**BCA**").

7. On or about June 2, 2008, the Plaintiffs, Hostlands, agreed to purchase 60,000 shares of CEEC for the purchase price of $60,000.00 (the "**CEEC Shares**").

8. To complete the purchase of the CEEC Shares, on or about June 2, 2008, the Hostlands, executed a Subscription for Shares Agreement and agreed to the contents of a document entitled Terms and Conditions of Subscription for Shares of Concrete Equities Executive Club Inc. (collectively the "**Share Subscription Documents**").

9. In order to purchase the CEEC Shares, the Hostlands were required to obtain financing at the rate of 4.75% per annum.

10. It was expressly, or in the alternative impliedly, understood and agreed that the Hostlands would be purchasing the CEEC Shares as "eligible investors", as defined in the Share Subscription Agreement, and as such, they were qualified Alberta investors.

11. Further, it was expressly, or in the alternative impliedly, understood and agreed that the CEEC Shares would be redeemed, with an estimated increase in value of 20%, on or about May 31, 2009.

The Terms of Settlement

12. In or around December 2008, following an investigation performed by the Alberta Securities Commission pertaining to allegations that CEEC had contravened, *inter alia*, s. 75(1) and 110 of the *Securities Act*, R.S.A. 2000, c. S-4 (the "**Securities Act**"), a Settlement Agreement and Undertaking was entered into between the Commission and CEEC (the "**Settlement Agreement**").

13. Pursuant to the investigation of the Commission, the "eligible investors" were deemed to be unqualified Alberta investors. As a result of the investigation, the Hostlands were deemed to be unqualified Alberta investors.

14. The Settlement Agreement provided, *inter alia*, that CEEC would rescind the Share Subscription Documents of the 13 unqualified Alberta investors, and refund their investments (the "**Refund**").

15. Notwithstanding the terms of the Settlement Agreement, the Refund has not been paid to the Hostlands.

Continued Breaches of the Securities Act

16. Notwithstanding the Settlement Agreement, CEEC has, and continues to be, in default of s. 75(1) and 110 of the Securities Act and, more specifically, has neglected, or failed, to file or deliver a final prospectus.

17. Notwithstanding the Settlement Agreement, CEEC has, and continues to be in default of s. 75(1) and 110 of the Securities Act, and more specifically, has neglected, or failed, to file or deliver an offering memorandum.

The BCA Oppression Remedy

18. In the alternative, the Defendants, and each of them, have oppressed the Hostlands, shareholders pursuant to the BCA, by consistently and persistently denying the Hostlands requests for information respecting the business of CEEC, the management of business expenses of CEEC, and financial status of CEEC.

19. Further, notwithstanding numerous requests for information made by the Hostlands, the Defendants, and each of them, failed, neglected, or refused to provide financial information or corporate records and otherwise resisted responding to enquiries regarding the business.

General

20. The amount currently due to the Hostlands from CEEC is $60,000.00.

21. The Hostlands plead and rely on the provisions of the *Securities Act*, R.S.A. 2000, c. S-4, as amended.

22. The Hostlands plead and rely on the provisions of the *Judgment Interest Act*, R.S.A. 2000, c. J-1.

23. The Hostlands propose that the trial of this Action be held in the Court House, in the City of Calgary, in the Province of Alberta. The Hostlands believe that the trial of this Action shall not exceed 25 trial days.

WHEREFORE THE PLAINTIFFS, SHELLEY HOSTLAND AND KELLY HOSTLAND CLAIM AGAINST THE DEFENDANT, JOINTLY AND SEVERALLY, AS FOLLOWS:

(a) Judgment in the sum of $60,000.00;

(b) a declaration that the business affairs of CEEC have been conducted in a manner that is oppressive or unfairly prejudicial or unfairly disregards the interests of the Hostlands;

(c) a declaration that the Defendants, Humeniuk, Aurura, and De Palma, have exercised their powers as directors of CEEC in a manner that is oppressive or unfairly prejudicial or unfairly disregards the interest of the Hostlands;

(d) a declaration that CEEC be required to provide audited financial statements for the year ending May 28, 2009 to present in accordance with the BCA section 243(3)(h);

(e) an order that pursuant to 243(4) of the BCA, CEEC pay the Hostlands' interim costs, including all legal fees and disbursements of these proceedings forthwith;

(f) Interest at the rate of 4.75%, or alternatively pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1, on all amounts owing;

(g) Costs of this Action; and

(h) Such further and other relief as this Honourable Court deems just and appropriate.

DATED at the City of Calgary, in the Province of Alberta, this 26th day of June, 2009, **AND DELIVERED** by McLeod & Company LLP, Barristers and Solicitors, Solicitors for the Defendants/ Plaintiffs by Counterclaim, whose address for service is in care of the said solicitors at 850, 401 9th Avenue S.W., Calgary, Alberta, T2P 3C5.

ISSUED out of the Office of the Clerk of the Court of Queen's Bench of Alberta, Judicial District of Calgary, this 26th day of June, 2009.

V.A. BRANDT COURT SEAL

Clerk of the Court

NOTICE TO DEFENDANT

TO:

CONCRETE EQUITIES EXECUTIVE CLUB INC., DAVE HUMENIUK, VINNY AURORA, and VINCENZO DE PALMA

You have been sued. You are the Defendants. You have only 15 days to file and serve a Statement of Defence or Demand of Notice. You or your lawyer must file your Statement of Defence or Demand of Notice in the office of the Clerk of the Court of Queen's Bench in Calgary, Alberta. You or your lawyer must also leave a copy of your Statement of Defence or Demand of Notice at the address for service for the Plaintiff named in this claim.

WARNING: If you do not do both things within 15 days, you may automatically lose the law suit. The Plaintiff may get a Court judgment against you if you do not file a Statement of Defence or Demand of Notice, or do not give a copy of it to the Plaintiff, or do either thing late.

CLERK OF THE COURT
JUN 2 6 2009
CALGARY, ALBERTA

Action No. 0901- 09698

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

BETWEEN:

SHELLEY HOSTLAND and KELLY HOSTLAND

PLAINTIFFS

-and-

CONCRETE EQUITIES EXECUTIVE CLUB INC., DAVE HUMENIUK, VINNY AURORA, and VINCENZO DE PALMA

DEFENDANTS

STATEMENT OF CLAIM

McLEOD & COMPANY LLP
LAWYERS

850, 401 9th Avenue S.W.
Calgary, Alberta
T2P 3C5

Attention: Joshua D. Sadovnick
Tel: 278-9411
Fax: 271-1769
File No.:76498

This is Exhibit "LL" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Action No. 0901 - 10107

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

BETWEEN:

1094353 ALBERTA LTD.

PLAINTIFF

-and-

CONCRETE EQUITIES EXECUTIVE CLUB INC., DAVE HUMENIUK, VINNY AURORA, and VINCENZO DE PALMA

DEFENDANTS

STATEMENT OF CLAIM

The Parties

1. The Plaintiff, 1094353 Alberta Ltd. ("**109**"), is a body corporate incorporated pursuant to the laws of the Province of Alberta, and carries on business in the Province of Alberta.

2. The Defendant, Concrete Equities Executive Club Inc. ("**CEEC**"), is a body corporate incorporated pursuant to the laws of the Province of Alberta, and carries on business in the Province of Alberta and elsewhere.

3. The Defendant, Dave Humeniuk ("**Humeniuk**") is an individual residing in the City of Calgary, in the Province of Alberta, and at all material times was a director of CEEC.

4. The Defendant, Vinny Aurora ("**Aurora**") is an individual residing in the City of Calgary, in the Province of Alberta, and at all material times was a director of CEEC.

5. The Defendant, Vincenzo De Palma ("**De Palma**") is an individual residing in the City of Calgary, in the Province of Alberta, and at all material times was a director of CEEC.

Background

6. On or about May 28, 2005, the Defendant, CEEC, was incorporated pursuant to the laws of the Province of Alberta and, more specifically, the provisions of the *Business Corporations Act* (Alberta) R.S.A. 2000, c. B-9 (the "**BCA**").

7. On or about June 2, 2008, the Plaintiff, 109, agreed to purchase 120,000 shares of CEEC for the purchase price of $120,000.00 (the "**CEEC Shares**).

8. To complete the purchase of the CEEC Shares, on or about June 2, 2008, 109, executed a Subscription for Shares Agreement and agreed to the contents of a document entitled Terms and Conditions of Subscription for Shares of Concrete Equities Executive Club Inc. (collectively the "**Share Subscription Documents**").

9. It was expressly, or in the alternative impliedly, understood and agreed that 109 would be purchasing the CEEC Shares as an "eligible investors", or alternatively an "accredited investor", as defined in the Share Subscription Agreement, and as such, it was a qualified Alberta investor.

10. Further, it was expressly, or in the alternative impliedly, understood and agreed that the CEEC Shares would be redeemed, with an estimated increase in value of 20%, on or about May 31, 2009.

The Terms of Settlement

11. In or around December 2008, following an investigation performed by the Alberta Securities Commission pertaining to allegations that CEEC had contravened, *inter alia*, s. 75(1) and 110 of the *Securities Act*, R.S.A. 2000, c. S-4 (the "**Securities Act**"), a Settlement Agreement and Undertaking was entered into between the Commission and CEEC (the "**Settlement Agreement**").

12. Pursuant to the investigation of the Commission, CEEC was required to make a general offer of rescission and refund to all CEEC shareholders the amounts paid for CEEC Shares (the "**Refund**").

The Refund

13. On or about January 19, 2009, CEEC contacted 109 and advised that it would be rescinding the CEEC Share Subscription Documents and would provide a Refund.

14. On or about February 9, 2009, 109 accepted the offer of rescission by sending a letter to that effect to CEEC (the "**Acceptance**").

15. As CEEC failed, refused, or neglected to respond to the Acceptance, on or about March 24, 2009, a further letter was sent to CEEC from 109 confirming its acceptance of the offer of rescission (the "**Second Acceptance**").

16. CEEC failed, refused, or neglected to respond to the Second Acceptance.

Continued Breaches of the Securities Act

17. Notwithstanding the Settlement Agreement, CEEC has, and continues to be, in default of s. 75(1) and 110 of the Securities Act and, more specifically, has neglected, or failed, to file or deliver a final prospectus.

18. Notwithstanding the Settlement Agreement, CEEC has, and continues to be in default of s. 75(1) and 110 of the Securities Act, and more specifically, has neglected, or failed, to file or deliver an offering memorandum.

The BCA Oppression Remedy

19. In the alternative, the Defendants, and each of them, have oppressed the Plaintiff, 109, a shareholder pursuant to the BCA, by consistently and persistently denying 109 requests for information respecting the business of CEEC, the management of business expenses of CEEC, and financial status of CEEC.

20. Further, notwithstanding numerous requests for information made by 109, the Defendants, and each of them, failed, neglected, or refused to provide financial information or corporate records and otherwise resisted responding to enquiries regarding the business.

General

21. The amount currently due to 109 from CEEC is $120,000.00.

22. 109 pleads and relies on the provisions of the *Securities Act*, R.S.A. 2000, c. S-4, as amended.

23. 109 pleads and relies on the provisions of the *Judgment Interest Act*, R.S.A. 2000, c. J-1.

24. 109 proposes that the trial of this Action be held in the Court House, in the City of Calgary, in the Province of Alberta. 109 believes that the trial of this Action shall not exceed 25 trial days.

WHEREFORE THE PLAINTIFF, 1094353 ALBERTA LTD., CLAIMS AGAINST THE DEFENDANTS, JOINTLY AND SEVERALLY, AS FOLLOWS:

(a) Specific performance of the terms of the Settlement Agreement as accepted by 1094353 Alberta Ltd.;

(b) Or in the alternative, judgment in the sum of $120,000.00;

(c) a declaration that the business affairs of CEEC have been conducted in a manner that is oppressive or unfairly prejudicial or unfairly disregards the interests of 109;

(d) a declaration that the Defendants, Humeniuk, Aurura, and De Palma, have exercised their powers as directors of CEEC in a manner that is oppressive or unfairly prejudicial or unfairly disregards the interest of 109;

(e) a declaration that CEEC be required to provide audited financial statements for the year ending May 28, 2009 to present in accordance with the BCA section 243(3)(h);

(f) an order that pursuant to 243(4) of the BCA, CEEC pay 109 interim costs, including all legal fees and disbursements of these proceedings forthwith;

(g) Interest pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1, on all amounts owing;

(h) Costs of this Action; and

(i) Such further and other relief as this Honourable Court deems just and appropriate.

DATED at the City of Calgary, in the Province of Alberta, this 7 day of July, 2009, **AND DELIVERED** by McLeod & Company LLP, Barristers and Solicitors, Solicitors for the Plaintiff, whose address for service is in care of the said solicitors at 401, 9th Avenue S.W., Calgary, Alberta, T2P 3C5.

ISSUED out of the Office of the Clerk of the Court of Queen's Bench of Alberta, Judicial District of Calgary, this 7 day of July, 2009.

V.A. BRANDT COURT SEAL

Clerk of the Court

This is Exhibit "MM" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:32 PM
Search provided by: DAVIS LLP

Service Request Number: 13389029
Customer Reference Number: 75800-00005

Corporate Access Number: 2013630377
Legal Entity Name: CONCRETE PLACE PROPERTIES LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2007/11/15 YYYY/MM/DD

Registered Office:
Street: SUITE #450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Records Address:
Street: SUITE #450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Directors:

Last Name: AURORA
First Name: VARUN
Middle Name: VINNY
Street/Box Number: 450, 550 -11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA

Postal Code: T2R 1M7

Last Name: DE PALMA
First Name: VINCENZO
Street/Box Number: 450, 550 - 11 AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Last Name: JONES
First Name: DAVID
Street/Box Number: 7425 MACLEOD TRAIL SW
City: CALGARY
Province: ALBERTA
Postal Code: T2H 0L8

Voting Shareholders:

Last Name: AURORA
First Name: VINNY
Street: 450, 550 - 11 AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7
Percent Of Voting Shares: 50

Last Name: HUMENIUK
First Name: DAVE
Street: 220 HAWKHILL PLACE NW
City: CALGARY
Province: ALBERTA
Postal Code: T3G 3H5
Percent Of Voting Shares: 50

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF CLASS "A" SHARES.
Share Transfers Restrictions:	SEE SCHEDULE "A" ATTACHED.

Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Business Restricted From:	THERE ARE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION CAN CARRY OUT.
Other Provisions:	SEE SCHEDULE "B" ATTACHED.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
CONCRETE PROPERTIES LIMITED PARTNERSHIP	LP13690680

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2008	2009/05/08

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/11/15	Incorporate Alberta Corporation
2008/02/12	Change Address
2009/05/08	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2007/11/15
Other Rules or Provisions	ELECTRONIC	2007/11/15

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.

This is Exhibit "NN" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Alberta Trade Name / Partnership Search
Corporate Registration System

Date of Search: 2009/07/13
Time of Search: 01:33 PM
Search provided by: DAVIS LLP

Service Request No: 13389035
Customer Reference No: 75800-00005

Registration No: LP13690680
Current Business Name: CONCRETE PROPERTIES LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2007/12/14 YYYY/MM/DD
Home Jurisdiction: ALBERTA

Current General Partner:

Last/Legal Entity Name: CONCRETE PLACE PROPERTIES LTD.
Street: #450, 550 - 11TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1M7

Other Information:

Filing History:

List Date	Type of Filing
2007/12/14	Register Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000000003364052	2007/12/14

Alberta Registries certifies that the information contained in this search is the most recent information filed in the Register of Corporations.

This is Exhibit "OO" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
1000 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta, Canada T2P 4H2
tel: (403) 232-9500 fax: (403) 266-1395
www.blgcanada.com

VIA COURIER

BORDEN LADNER GERVAIS

July 15, 2009

To the Parties on the attached Schedule "A"
(collectively referred to as "The Concrete Group")
450, 550 – 11th Avenue SW
Calgary, AB T2R 1M7

TRAVIS P. LYSAK
direct tel.: (403) 232-9719
e-mail: tlysak@blgcanada.com
file no:438140-000001

Dear Sirs:

Re: Outstanding Loan made by Darcy Sandhu to The Concrete Group

Please be advised that this firm represents Mr. Sandhu with respect to a loan advanced by Mr. Sandhu to The Concrete Group as evidenced by a Promissory Note dated August 25, 2008 (the "Loan").

Be advised that Mr. Sandhu hereby declares all amounts outstanding pursuant to the Loan to be immediately due and payable and formally demands immediate repayment of such amounts. The total amounts owing as of July 15, 2009 are as follows:

Principal:	$	1,000,000.00
Accrued Interest:	$	146,762.10
2% Processing Fee:	$	20,000.00
Estimated Costs:	$	5,000.00
TOTAL:	$	1,171,762.10

The Concrete Group is liable for all additional interest which continues to accrue on the Loan from July 15, 2009, and all legal costs accrued by Mr. Sandhu in recovering all Loan amounts including all legal costs on a solicitor and his own client basis until full payment is made.

In the event that payment for the full amount outstanding is not made by July 27, 2009, Mr. Sandhu will take such steps as he considers necessary to protect, enforce, and preserve his legal rights and remedies.

Mr. Sandhu reserves the right to take earlier action to protect, enforce, and preserve his legal rights in the event he deems them to have further deteriorated.

Yours truly,

BORDEN LADNER GERVAIS LLP

TRAVIS LYSAK
TL/dlg
Encl.

cc. Darcy Sandhu (via email)

CALGARY • MONTRÉAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

::ODMA\PCDOCS\CAL01\624392\2

This is Exhibit "PP" referred to in the Affidavit of Vincenzo De Palma, sworn before me in the City of Vancouver, in the Province of British Columbia, this 28th day of July, 2009.

H. Lance Williams
Barrister & Solicitor

A Commissioner for Oaths in and for the Province of Alberta

CONCRETE EQUITIES CONSOLIDATED
PROJECTED 6 WEEK CASH FLOW
($ CAD)

	Week 1 **31-Jul-09**	Week 2 **07-Aug-09**	Week 3 **14-Aug-09**	Week 4 **21-Aug-09**	Week 5 **28-Aug-09**	Week 6 **04-Sep-09**	**TOTAL**
NET OPERATING INCOME	$ (347,259)	$ 678,701	$ -	$ -	$ -	$ 528,701	$ 860,143
NON-RECOVERABLE EXPENSES							
MORTGAGE PAYMENTS	-	356,269	-	-	-	356,269	712,538
CAPITAL & LEASING COSTS	36,210	36,210	36,210	36,210	36,210	15,088	196,138
REPAIRS & MAINTENANCE	5,000	56,160	56,160	56,160	56,160	56,160	285,798
RESTRUCTURING EXPENSES	66,667	66,667	66,667	66,667	66,667	66,667	400,000
OTHER OPERATING EXPENSES	6,525	56,822	4,135	2,930	16,000	8,912	95,324
CONTINGENCY	10,000	10,000	10,000	10,000	10,000	10,000	60,000
	124,402	582,127	173,171	171,966	185,036	513,096	1,749,798
EXCESS (SHORTFALL)	(471,661)	96,574	(173,171)	(171,966)	(185,036)	15,606	(889,655)
CHANGE IN CASH	(471,661)	96,574	(173,171)	(171,966)	(185,036)	15,606	(889,655)
OPENING CASH	1,029,392	557,731	654,305	481,134	309,168	124,131	1,029,392
CLOSING CASH	$ 557,731	$ 654,305	$ 481,134	$ 309,168	$ 124,131	$ 139,737	$ 139,737

The notes accompanying the cash flows for Safeguard Real Estate Investment Fund LP, Safeguard Real Estate Investment Fund II LP, Safeguard Real Estate Investment Fund III LP, Safeguard Real Estate Investment Fund IV LP, Safeguard Real Estate Investment Fund V LP and the New CCAA Applicants form an integral part of this cash flow. This cash flow should be reviewed in conjunction with the accompanying notes.

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP ("Safeguard LP")
PROJECTED 6 WEEK CASH FLOW
($ CAD)

SEE ACCOMPANYING NOTES

	Week 1 **31-Jul-09**	Week 2 **07-Aug-09**	Week 3 **14-Aug-09**	Week 4 **21-Aug-09**	Week 5 **28-Aug-09**	Week 6 **04-Sep-09**	**TOTAL**
NET OPERATING INCOME	$ (55,996)	$ 48,957	$ -	$ -	$ -	$ 48,957	$ 41,918
NON-RECOVERABLE EXPENSES							
MORTGAGE PAYMENTS	-	31,285	-	-	-	31,285	62,570
CAPITAL & LEASING COSTS	4,322	4,322	4,322	4,322	4,322	1,801	23,413
REPAIRS & MAINTENANCE	-	8,833	8,833	8,833	8,833	8,833	44,165
RESTRUCTURING EXPENSES	13,333	13,333	13,333	13,333	13,333	13,333	80,000
OTHER OPERATING EXPENSES	659	5,742	418	296	1,617	901	9,632
CONTINGENCY	2,000	2,000	2,000	2,000	2,000	2,000	12,000
	20,315	65,516	28,907	28,785	30,106	58,153	231,780
EXCESS (SHORTFALL)	(76,311)	(16,559)	(28,907)	(28,785)	(30,106)	(9,196)	(189,862)
CHANGE IN CASH	(76,311)	(16,559)	(28,907)	(28,785)	(30,106)	(9,196)	(189,862)
OPENING CASH	177,122	100,811	84,252	55,346	26,561	(3,545)	177,122
CLOSING CASH	$ 100,811	$ 84,252	$ 55,346	$ 26,561	$ (3,545)	$ (12,741)	$ (12,741)

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP
SIGNIFICANT CASH FLOW ASSUMPTIONS

Notes:

1. Safeguard LP filed a Notice of Intention to file a Proposal ("NOI") on May 26, 2009. In accordance with s. 50.4(2) of the *Bankruptcy and Insolvency Act,* cash flows were previously filed for the period ending August 28, 2009. The cash flow presented above is largely based on the NOI cash flows updated for actual results to July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009.

2. Net operating income is projected on a tenant by tenant basis by the property managers based on current rent rolls for the lease term in the forecast period less operating expenses and is assumed to be collected in the first week of each month.

3. Mortgage payments are forecast to continue to be made according to the terms of the applicable mortgage for each property.

4. Capital and leasing costs relate to operating costs that are incurred as a result of tenant vacancies resulting in unallocated operating costs. These amounts are forecast at 2009 operating budget levels.

5. Repairs and maintenance are forecast to reflect a reasonable level of sustainable capital expenditures as obtained from a Preliminary Building Condition Assessment completed by Pinchin Environmental Ltd. in April 2009. As the timing of the expenditures is uncertain approximately 1/3 of required expenditures for the remainder of 2009 are assumed to occur evenly throughout the last 5 weeks of the forecast period.

6. Restructuring expenses are forecast to include an estimate of the costs of the legal proceedings involving the Applicants, the costs of the transactional investigation and forensic analysis as well as the overall costs of administering the CCAA proceedings and the Interim Receivership, and are forecast to occur uniformly throughout the forecast period.

7. Other operating costs relate to overhead costs incurred by Concrete Equities Inc. (the corporate brand and marketing vehicle) for the benefit of the Applicants. Other operating expenses include office occupancy, executive compensation, payroll and other operating costs. Certain operating costs have not yet been approved by the Management Committee and as such are subject to change.

8. Opening cash is estimated based on the actual bank balance as at July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009. The variance between the actual and forecast cash balance should not be material to the forecast. The opening cash balance includes funds on hand in the Receiver's accounts as well as funds on hand in the property managers accounts (the majority of funds are held in the Receiver's accounts).

9. The Interim Receivership Order dated June 9, 2009 with respect to Safeguard LP grants the Receiver authorization to borrow $100,000. The Receiver has been in discussions with several parties with respect to financing.

SAFEGUARD REAL ESTATE INVESTMENT FUND II LIMITED PARTNERSHIP ("Safeguard II LP")
PROJECTED 6 WEEK CASH FLOW
($ CAD)

SEE ACCOMPANYING NOTES

	Week 1 **31-Jul-09**	Week 2 **07-Aug-09**	Week 3 **14-Aug-09**	Week 4 **21-Aug-09**	Week 5 **28-Aug-09**	Week 6 **04-Sep-09**	**TOTAL**
NET OPERATING INCOME	$ (70,061)	$ 88,252	$ -	$ -	$ -	$ 88,252	$ 106,443
NON-RECOVERABLE EXPENSES							
MORTGAGE PAYMENTS	-	77,311	-	-	-	77,311	154,622
CAPITAL & LEASING COSTS	14,022	14,022	14,022	14,022	14,022	5,843	75,953
REPAIRS & MAINTENANCE	-	8,133	8,133	8,133	8,133	8,133	40,665
RESTRUCTURING EXPENSES	13,333	13,333	13,333	13,333	13,333	13,333	80,000
OTHER OPERATING EXPENSES	1,226	10,677	777	551	3,006	1,675	17,911
CONTINGENCY	2,000	2,000	2,000	2,000	2,000	2,000	12,000
	30,581	125,476	38,265	38,039	40,495	108,295	381,151
EXCESS (SHORTFALL)	(100,642)	(37,224)	(38,265)	(38,039)	(40,495)	(20,043)	(274,708)
CHANGE IN CASH	(100,642)	(37,224)	(38,265)	(38,039)	(40,495)	(20,043)	(274,708)
OPENING CASH	104,452	3,809	(33,415)	(71,680)	(109,719)	(150,214)	104,452
CLOSING CASH	$ 3,809	$ (33,415)	$ (71,680)	$ (109,719)	$ (150,214)	$ (170,256)	$ (170,256)

SAFEGUARD REAL ESTATE INVESTMENT FUND II LIMITED PARTNERSHIP
SIGNIFICANT CASH FLOW ASSUMPTIONS

Notes:

1. Safeguard II LP filed a Notice of Intention to file a Proposal ("NOI") on May 26, 2009. In accordance with s. 50.4(2) of the *Bankruptcy and Insolvency Act,* cash flows were previously filed for the period ending August 28, 2009. The cash flow presented above is largely based on the NOI cash flows updated for actual results to July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009.

2. Net operating income is projected on a tenant by tenant basis by the property managers based on current rent rolls for the lease term in the forecast period less operating expenses and is assumed to be collected in the first week of each month.

3. Mortgage payments are forecast to continue to be made according to the terms of the applicable mortgage for each property.

4. Capital and leasing costs relate to operating costs that are incurred as a result of tenant vacancies resulting in unallocated operating costs. These amounts are forecast at 2009 operating budget levels.

5. Repairs and maintenance are forecast to reflect a reasonable level of sustainable capital expenditures as obtained from a Preliminary Building Condition Assessment completed by Pinchin Environmental Ltd. in April 2009. As the timing of the expenditures is uncertain approximately 1/3 of required expenditures for the remainder of 2009 are assumed to occur evenly throughout the last 5 weeks of the forecast period.

Prior to the filing of the NOI's, management was looking into the replacement of the chiller unit in the property owned by Safeguard II LP. The property management company has been in discussions with a party to finance the installation of the new unit. Based on discussions to date it is unlikely that a leasing and/or financing arrangement can be put into place. The property management company and the Receiver have inquired of Alberta Environment as to the ability to extend the period of time to replace the chiller. The Initial Order contemplates a stay of the requirement to replace the chiller. In the event that Safeguard II LP is unable to secure a leasing and/or financing arrangement and the stay is lifted the chiller unit would need to be purchased and installed at a cost of approximately $320,000.

6. Restructuring expenses are forecast to include an estimate of the costs of the legal proceedings involving the Applicants, the costs of the transactional investigation and forensic analysis as well as the overall costs of administering the CCAA proceedings and the Interim Receivership, and are forecast to occur uniformly throughout the forecast period.

7. Other operating costs relate to overhead costs incurred by Concrete Equities Inc. (the corporate brand and marketing vehicle) for the benefit of the Applicants. Other operating expenses include office occupancy, executive compensation, payroll and other operating costs. Certain operating costs have not yet been approved by the Management Committee and as such are subject to change.

8. Opening cash is estimated based on the actual bank balance as at July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009. The variance between the actual and forecast cash balance should not be material to the forecast. The opening cash balance includes funds on hand in the Receiver's accounts as well as funds on hand in the property managers accounts (the majority of funds are held in the Receiver's accounts).

9. The Interim Receivership Order dated June 9, 2009 with respect to Safeguard II LP grants the Receiver authorization to borrow $450,000. The Receiver has been in discussions with several parties with respect to financing.

SAFEGUARD REAL ESTATE INVESTMENT FUND III LIMITED PARTNERSHIP ("Safeguard III LP")
PROJECTED 6 WEEK CASH FLOW
($ CAD)

SEE ACCOMPANYING NOTES

	Week 1 31-Jul-09	Week 2 07-Aug-09	Week 3 14-Aug-09	Week 4 21-Aug-09	Week 5 28-Aug-09	Week 6 04-Sep-09	TOTAL
NET OPERATING INCOME	$ (34,008)	$ 91,176	$ -	$ -	$ -	$ 91,176	$ 148,344
NON-RECOVERABLE EXPENSES							
MORTGAGE PAYMENTS	-	62,899	-	-	-	62,899	125,798
CAPITAL & LEASING COSTS	11,702	11,702	11,702	11,702	11,702	4,876	63,388
REPAIRS & MAINTENANCE	-	11,867	11,867	11,867	11,867	11,867	59,333
CAPITAL DISBURSEMENTS	-	-	-	-	-	-	-
RESTRUCTURING EXPENSES	13,333	13,333	13,333	13,333	13,333	13,333	80,000
OTHER OPERATING EXPENSES	1,319	11,484	836	592	3,234	1,801	19,265
CONTINGENCY	2,000	2,000	2,000	2,000	2,000	2,000	12,000
	28,354	113,285	39,738	39,495	42,136	96,776	359,784
EXCESS (SHORTFALL)	(62,362)	(22,109)	(39,738)	(39,495)	(42,136)	(5,600)	(211,440)
CHANGE IN CASH	(62,362)	(22,109)	(39,738)	(39,495)	(42,136)	(5,600)	(211,440)
OPENING CASH	160,425	98,062	75,953	36,215	(3,279)	(45,415)	160,425
CLOSING CASH	$ 98,062	$ 75,953	$ 36,215	$ (3,279)	$ (45,415)	$ (51,016)	$ (51,016)

SAFEGUARD REAL ESTATE INVESTMENT FUND III LIMITED PARTNERSHIP
SIGNIFICANT CASH FLOW ASSUMPTIONS

Notes:

1. Safeguard III LP filed a Notice of Intention to file a Proposal ("NOI") on May 26, 2009. In accordance with s. 50.4(2) of the *Bankruptcy and Insolvency Act*, cash flows were previously filed for the period ending August 28, 2009. The cash flow presented above is largely based on the NOI cash flows updated for actual results to July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009.

2. Net operating income is projected on a tenant by tenant basis by the property managers based on current rent rolls for the lease term in the forecast period less operating expenses and is assumed to be collected in the first week of each month.

3. Mortgage payments are forecast to continue to be made according to the terms of the applicable mortgage for each property.

4. Capital and leasing costs relate to operating costs that are incurred as a result of tenant vacancies resulting in unallocated operating costs. These amounts are forecast at 2009 operating budget levels.

5. Repairs and maintenance are forecast to reflect a reasonable level of sustainable capital expenditures as obtained from a Preliminary Building Condition Assessment completed by Pinchin Environmental Ltd. in April 2009. As the timing of the expenditures is uncertain approximately 1/3 of required expenditures for the remainder of 2009 are assumed to occur evenly throughout the last 5 weeks of the forecast period.

6. Restructuring expenses are forecast to include an estimate of the costs of the legal proceedings involving the Applicants, the costs of the transactional investigation and forensic analysis as well as the overall costs of administering the CCAA proceedings and the Interim Receivership, and are forecast to occur uniformly throughout the forecast period.

7. Other operating costs relate to overhead costs incurred by Concrete Equities Inc. (the corporate brand and marketing vehicle) for the benefit of the Applicants. Other operating expenses include office occupancy, executive compensation, payroll and other operating costs. Certain operating costs have not yet been approved by the Management Committee and as such are subject to change.

8. Opening cash is estimated based on the actual bank balance as at July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009. The variance between the actual and forecast cash balance should not be material to the forecast. The opening cash balance includes funds on hand in the Receiver's accounts as well as funds on hand in the property managers accounts (the majority of funds are held in the Receiver's accounts).

9. The Interim Receivership Order dated June 9, 2009 with respect to Safeguard III LP grants the Receiver authorization to borrow $100,000. The Receiver has been in discussions with several parties with respect to financing.

SAFEGUARD REAL ESTATE INVESTMENT FUND IV LIMITED PARTNERSHIP ("Safeguard IV LP")
PROJECTED 6 WEEK CASH FLOW
($ CAD)

SEE ACCOMPANYING NOTES

	Week 1 **31-Jul-09**	Week 2 **07-Aug-09**	Week 3 **14-Aug-09**	Week 4 **21-Aug-09**	Week 5 **28-Aug-09**	Week 6 **04-Sep-09**	**TOTAL**
NET OPERATING INCOME	$ (55,348)	$ 171,660	$ -	$ -	$ -	$ 171,660	$ 287,972
NON-RECOVERABLE EXPENSES							
MORTGAGE PAYMENTS	-	109,902	-	-	-	109,902	219,804
CAPITAL & LEASING COSTS	6,163	6,163	6,163	6,163	6,163	2,568	33,384
REPAIRS & MAINTENANCE	-	4,614	4,614	4,614	4,614	4,614	23,068
CAPITAL DISBURSEMENTS	-	-	-	-	-	-	-
RESTRUCTURING EXPENSES	13,333	13,333	13,333	13,333	13,333	13,333	80,000
OTHER OPERATING EXPENSES	1,853	16,139	1,174	832	4,544	2,531	27,075
CONTINGENCY	2,000	2,000	2,000	2,000	2,000	2,000	12,000
	23,350	152,151	27,285	26,942	30,655	134,948	395,331
EXCESS (SHORTFALL)	(78,698)	19,509	(27,285)	(26,942)	(30,655)	36,712	(107,358)
CHANGE IN CASH	(78,698)	19,509	(27,285)	(26,942)	(30,655)	36,712	(107,358)
OPENING CASH	239,745	161,047	180,556	153,272	126,329	95,675	239,745
CLOSING CASH	$ 161,047	$ 180,556	$ 153,272	$ 126,329	$ 95,675	$ 132,387	$ 132,387

SAFEGUARD REAL ESTATE INVESTMENT FUND IV LIMITED PARTNERSHIP
SIGNIFICANT CASH FLOW ASSUMPTIONS

<u>Notes:</u>

1. Safeguard IV LP filed a Notice of Intention to file a Proposal ("NOI") on May 26, 2009. In accordance with s. 50.4(2) of the *Bankruptcy and Insolvency Act,* cash flows were previously filed for the period ending August 28, 2009. The cash flow presented above is largely based on the NOI cash flows updated for actual results to July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009.

2. Net operating income is projected on a tenant by tenant basis by the property managers based on current rent rolls for the lease term in the forecast period less operating expenses and is assumed to be collected in the first week of each month.

3. Mortgage payments are forecast to continue to be made according to the terms of the applicable mortgage for each property.

4. Capital and leasing costs relate to operating costs that are incurred as a result of tenant vacancies resulting in unallocated operating costs. These amounts are forecast at 2009 operating budget levels.

5. Repairs and maintenance are forecast to reflect a reasonable level of sustainable capital expenditures as obtained from a Preliminary Building Condition Assessment completed by Pinchin Environmental Ltd. in April 2009. As the timing of the expenditures is uncertain approximately 1/3 of required expenditures for the remainder of 2009 are assumed to occur evenly throughout the last 5 weeks of the forecast period.

6. Restructuring expenses are forecast to include an estimate of the costs of the legal proceedings involving the Applicants, the costs of the transactional investigation and forensic analysis as well as the overall costs of administering the CCAA proceedings and the Interim Receivership, and are forecast to occur uniformly throughout the forecast period.

7. Other operating costs relate to overhead costs incurred by Concrete Equities Inc. (the corporate brand and marketing vehicle) for the benefit of the Applicants. Other operating expenses include office occupancy, executive compensation, payroll and other operating costs. Certain operating costs have not yet been approved by the Management Committee and as such are subject to change.

8. Opening cash is estimated based on the actual bank balance as at July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009. The variance between the actual and forecast cash balance should not be material to the forecast. The opening cash balance includes funds on hand in the Receiver's accounts as well as funds on hand in the property managers accounts (the majority of funds are held in the Receiver's accounts).

9. The Interim Receivership Order dated June 9, 2009 with respect to Safeguard IV LP grants the Receiver authorization to borrow $100,000. The Receiver has been in discussions with several parties with respect to financing.

SAFEGUARD REAL ESTATE INVESTMENT FUND V LIMITED PARTNERSHIP ("Safeguard V LP")
PROJECTED 6 WEEK CASH FLOW
($ CAD)

SEE ACCOMPANYING NOTES

	Week 1 **31-Jul-09**	Week 2 **07-Aug-09**	Week 3 **14-Aug-09**	Week 4 **21-Aug-09**	Week 5 **28-Aug-09**	Week 6 **04-Sep-09**	**TOTAL**
NET OPERATING INCOME	$ (131,846)	$ 278,656	-	-	-	$ 128,656	$ 275,466
NON-RECOVERABLE EXPENSES							
MORTGAGE PAYMENTS	-	74,872	-	-	-	74,872	149,744
CAPITAL & LEASING COSTS	-	-	-	-	-	-	-
REPAIRS & MAINTENANCE	5,000	22,713	22,713	22,713	22,713	22,713	118,567
CAPITAL DISBURSEMENTS	-	-	-	-	-	-	-
RESTRUCTURING EXPENSES	13,333	13,333	13,333	13,333	13,333	13,333	80,000
OTHER OPERATING EXPENSES	1,468	12,781	930	659	3,599	2,005	21,441
CONTINGENCY	2,000	2,000	2,000	2,000	2,000	2,000	12,000
	21,801	125,700	38,977	38,706	41,646	114,923	381,752
EXCESS (SHORTFALL)	(153,647)	152,956	(38,977)	(38,706)	(41,646)	13,733	(106,286)
CHANGE IN CASH	(153,647)	152,956	(38,977)	(38,706)	(41,646)	13,733	(106,286)
OPENING CASH	331,781	178,134	331,091	292,114	253,408	211,763	331,781
CLOSING CASH	$ 178,134	$ 331,091	$ 292,114	$ 253,408	$ 211,763	$ 225,496	$ 225,496

SAFEGUARD REAL ESTATE INVESTMENT FUND V LIMITED PARTNERSHIP
SIGNIFICANT CASH FLOW ASSUMPTIONS

Notes:

1. Safeguard V LP filed a Notice of Intention to file a Proposal ("NOI") on May 26, 2009. In accordance with s. 50.4(2) of the *Bankruptcy and Insolvency Act,* cash flows were previously filed for the period ending August 28, 2009. The cash flow presented above is largely based on the NOI cash flows updated for actual results to July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009.

2. Net operating income is projected on a tenant by tenant basis by the property managers based on current rent rolls for the lease term in the forecast period less operating expenses and is assumed to be collected in the first week of each month. Net operating income also includes the collection of a receivable in the approximate amount of $150,000 during week 2 of the forecast period.

3. Mortgage payments are forecast to continue to be made according to the terms of the applicable mortgage for each property.

4. Capital and leasing costs relate to operating costs that are incurred as a result of tenant vacancies resulting in unallocated operating costs. These amounts are forecast at 2009 operating budget levels.

5. Repairs and maintenance are forecast to reflect a reasonable level of sustainable capital expenditures as obtained from a Preliminary Building Condition Assessment completed by Pinchin Environmental Ltd. in April 2009. As the timing of the expenditures is uncertain approximately 1/3 of required expenditures for the remainder of 2009 are assumed to occur evenly throughout the last 5 weeks of the forecast period.

6. Restructuring expenses are forecast to include an estimate of the costs of the legal proceedings involving the Applicants, the costs of the transactional investigation and forensic analysis as well as the overall costs of administering the CCAA proceedings and the Interim Receivership, and are forecast to occur uniformly throughout the forecast period.

7. Other operating costs relate to overhead costs incurred by Concrete Equities Inc. (the corporate brand and marketing vehicle) for the benefit of the Applicants. Other operating expenses include office occupancy, executive compensation, payroll and other operating costs. Certain operating costs have not yet been approved by the Management Committee and as such are subject to change.

8. Opening cash is estimated based on the actual bank balance as at July 17, 2009 adjusted to reflect estimated and known transactions for the period ending July 24, 2009. The variance between the actual and forecast cash balance should not be material to the forecast. The opening cash balance includes funds on hand in the Receiver's accounts as well as funds on hand in the property managers accounts (the majority of funds are held in the Receiver's accounts).

9. The Interim Receivership Order dated June 9, 2009 with respect to Safeguard V LP grants the Receiver authorization to borrow $100,000. The Receiver has been in discussions with several parties with respect to financing.

CONSOLIDATED CASH FLOWS FOR THE NEW CCAA APPLICANTS
PROJECTED 6 WEEK CASH FLOW
($ CAD)

SEE ACCOMPANYING NOTES

	Week 1 **31-Jul-09**	Week 2 **07-Aug-09**	Week 3 **14-Aug-09**	Week 4 **21-Aug-09**	Week 5 **28-Aug-09**	Week 6 **04-Sep-09**	**TOTAL**
NET OPERATING INCOME	$ 6,525	$ 56,822	$ 4,135	$ 2,930	$ 16,000	$ 8,912	$ 95,324
NON-RECOVERABLE EXPENSES							
MORTGAGE PAYMENTS	-	-	-	-	-	-	
CAPITAL & LEASING COSTS	-	-	-	-	-	-	-
REPAIRS & MAINTENANCE	-	-	-	-	-	-	-
CAPITAL EXPENSE	-	-	-	-	-	-	-
RESTRUCTURING EXPENSES	-	-	-	-	-	-	-
OTHER OPERATING EXPENSES	6,525	56,822	4,135	2,930	16,000	8,912	95,324
CONTINGENCY	-	-	-	-	-	-	-
	6,525	56,822	4,135	2,930	16,000	8,912	95,324
EXCESS (SHORTFALL)	-	-	-	-	-	-	-
CHANGE IN CASH	-	-	-	-	-	-	-
OPENING CASH	4,615	4,615	4,615	4,615	4,615	4,615	4,615
CLOSING CASH	$ 4,615	$ 4,615	$ 4,615	$ 4,615	$ 4,615	$ 4,615	$ 4,615

CONSOLIDATED CASH FLOWS FOR THE NEW CCAA APPLICANTS
SIGNIFICANT CASH FLOW ASSUMPTIONS

Notes:

1. The New CCAA Applicants are non-operating entities forming part of the Concrete Equities family of Companies. Since these entities are non-operating, cash flow projections for these entities would primarily comprised of an allocation of overhead and restructuring costs, as such separate cash flows have not been provided for these entities.

2. Concrete Equities Inc. which is the corporate brand and marketing vehicle for the Concrete projects incurs costs for the benefit of the Applicants. These costs have been allocated amongst the five limited partnerships that previously filed NOI's. The non-operating entities who also benefit from Concrete Equities Inc.'s management will be allocated a portion of these cost , the Initial Order includes a provision to allow for intercompany lending.

3. El Golfo Investment Corporation ("El Golfo") is one of the New CCAA Applicants. El Golfo was formed for the purpose of acquiring land in Mexico for development. There are approximately 1,300 investors in the El Golfo project. On July 31, 2009 extension fees in the amount of USD$590,000 are due with respect to lot #1, 2 and 7A of undeveloped land in Sonora, Mexico. El Golfo does not currently have sufficient funds on hand to pay these extension fees or to close the transaction.

4. Opening cash is estimated based on the balance per bank statements as at July 17, 2009 less outstanding transactions.

Affidavit of: Vincenzo De Palma
Sworn on: July 28, 2009

Action No. 0901-11048

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENTS 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, COSTA KORAAL INVESTMENT CORPORATION, LUNA MORADA INVESTMENT CORPORATION, CONCRETE EQUITIES EXECUTIVE CLUB INC., 1456775 ALBERTA LTD. AND CONCRETE PLACE PROPERTIES LTD.

AFFIDAVIT OF VINCENZO DE PALMA

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File No. 75800-00001 LBR/lzw