Action No. 0901-11048

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

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

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

NOTICE OF MOTION

TAKE NOTICE that an application will be made on behalf of Ernst & Young Inc. the court appointed Receiver and Manager and Monitor of the Applicants before the Honourable Madam Justice B.E.C. Romaine, in Chambers, at the Calgary Courts Centre, 601 – 5th Street SW, in the City of Calgary, in the Province of Alberta, on Wednesday, the 2nd day of June, 2010 at 9:00 a.m. in the forenoon or so soon thereafter as counsel may be heard for the following relief:

1. An Order abridging the time for service of the within Notice of Motion and materials in support thereof to the date of actual service and dispensing with service on any party not actually served.

2. An Order sanctioning the CCAA Plans of Compromise and Arrangement in respect of:

   (a) Wealthcrete Investment Corporation and Safeguard Real Estate Investment Fund Limited Partnership;

   (b) Concrete Associates Investment Corporation and Safeguard Real Estate Investment Fund II Limited Partnership; and

(c) Concrete Associates Investment II Corporation and Safeguard Real Estate Investment Fund III Limited Partnership;

substantially in the form of the draft Orders attached hereto respectively as Schedules "A", "B" and "C".

3. Final Orders in respect of:

(a) Concrete Associates III Investment Corporation and Safeguard Real Estate Fund IV LP; and

(b) Concrete Associates IV Investment Corporation and Safeguard Real Estate Fund V LP.

substantially in the form of the draft orders attached hereto respectively as Schedules "D" and "E".

4. An Order discharging Ernst & Young Inc. as Receiver and Manager and Monitor of the balance of the Concrete entities substantially in the draft form of Order attached hereto as Schedule "F".

AND FURTHER TAKE NOTICE THAT in support of the application will be read the pleadings and proceedings filed in the within proceedings including the Seventh report of the Monitor and the Eighth Reports of the Monitor dated May 31, 2010 and such further and other material as counsel may advise and this Honourable Court may permit.

DATED at the City of Calgary, in the Province of Alberta, this 31 day of May, 2010, **AND DELIVERED** by **McCARTHY TÉTRAULT LLP**, Barristers and Solicitors, Solicitors for the Monitor herein whose address for service is in care of the said Solicitors at Suite 3300, 421-7th Avenue S.W., Calgary AB T2P 4K9.

McCARTHY TÉTRAULT LLP

Per: ______________________________
Sean F. Collins
Counsel to Ernst & Young Inc.

TO: Clerk of the Court

AND TO: Service List attached hereto as Schedule "G"

125264-414327
DOCS #1358773 v. 1

SCHEDULE "A"

Action No. 0901-11048

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

BEFORE THE HONOURABLE MADAM JUSTICE B.E.C. ROMAINE IN CHAMBERS	) At the Court House, in the City of Calgary, in) the Province of Alberta, on Wednesday, the) 2nd day of June, A.D. 2010

SANCTION ORDER

UPON THE APPLICATION of Wealthcrete Investment Corporation and Safeguard Real Estate Investment Fund Limited Partnership ("**Wealthcrete**") for an Order, *inter alia*, sanctioning a Plan of Arrangement and Reorganization dated May 3, 2010 (the "**Plan**") concerning, affecting and involving, as such Plan may have been amended, varied or supplemented by Wealthcrete from time to time in accordance with the terms thereof and a Creditor's Meeting Order granted by this Honourable Court on May 5, 2010; **AND UPON** having read (i) the Notice of Motion, (ii) the Affidavit of • dated •, filed (the "**Service Affidavit**"); the Affidavit of • dated (the "**Meeting Order Service Affidavit**") the Seventh Report of the court-appointed monitor, Ernst & Young Inc. (the "**Monitor**") dated May 3, 2010 in respect of, *inter alia*, the Plan, filed (the "**Monitor's Seventh Report**"), and (iv) the Report of the Monitor dated May 31, 2010 (the "**Monitor's Eighth Report**") respecting the Creditor's Meeting, filed; and (v) such further material in the pleadings and proceedings as was deemed necessary; **AND UPON HEARING** Counsel for the Monitor and counsel present for other interested parties; **AND UPON** this Honourable Court determining that the Plan has the required support of the Affected Creditors, provides them with a more favourable recovery than they would otherwise receive and should be sanctioned; **AND UPON** having considered and being satisfied as to the fairness and reasonableness of the Plan, both substantively and procedurally;

IT IS HEREBY ORDERED AND DECLARED THAT:

Interpretation and Service

1. All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan.

2. With respect to service:

   (a) service of notice of the application for this Order, and all supporting materials, is deemed good and sufficient as set out in the Service Affidavit and (i) the time therefor is abridged to the time actually given; and (ii) further service of this Application upon any other party is hereby dispensed with;

   (b) the dissemination of the Plan and all accompanying materials to the Affected Creditors has been duly effected;

   (c) service and delivery of the order establishing the Creditor Meeting and all documents referred to therein is deemed good and sufficient as set out in the Meeting Order Service Affidavit, and the time therefore is abridged to the time actually given;

   (d) proper notice of the Creditor Meeting was duly given to all Creditors entitled to vote at the Creditor Meeting; and

   (e) the Creditor Meeting was duly convened and held, all in conformity with the CCAA and the Orders of this Honourable Court made in these proceedings.

Sanction of Plan

3. The relevant class of Creditors of Wealthcrete for the purpose of voting to approve the Plan is the Affected Creditors class.

4. The Plan has been agreed to and approved by the requisite majority of Creditors voting in the Affected Creditors class created under the Plan.

5. Wealthcrete has complied with the provisions of the CCAA and the orders of this Honourable Court in these proceedings in all respects.

6. Wealthcrete has acted in good faith and with due diligence and the Plan and all the terms and conditions of, and matters, transactions, corporate reorganizations and proceedings contemplated by, the Plan are fair, reasonable, not oppressive and in the best interests of Wealthcrete and the Persons affected by the Plan.

7. The Plan is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA and all terms, conditions and compromises set forth in the Plan are binding and effective on all Persons affected by the Plan.

Plan Implementation

8. Wealthcrete is hereby authorized and directed to take all actions necessary or appropriate to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with the Plan and all matters contemplated under the Plan involving corporate action of Wealthcrete including, without limitation: (i) transferring legal ownership of the real property registered in the name of the Current General Partner to the New General Partner concurrent with submitting the Certificate of Amendment for registration; and (ii) settling the Pre-Filing Inter-entity Debt by issuing and accepting units to and from the applicable limited partnership in the amounts described in Appendix "C" to the Seventh Report as updated and supplemented by the Eighth Report in full and final satisfaction of all such inter-entity claims against such entities.

9. As of the Plan Implementation Date, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and reorganizations effected thereby are hereby approved, binding and effective in accordance with the provisions of the Plan, and shall enure to the benefit of and be binding upon Wealthcrete, all Affected Creditors and all other Persons affected by the Plan.

Distributions and Payments

10. Pursuant to and in accordance with the Plan, the New General Partner is hereby authorized and directed to pay the distributions in the amounts and within the time contemplated by Section 3.03 of the Plan

Compromise of Claims and Effect of Plan

11. Pursuant to and in accordance with the Plan, any and all Affected Claims shall be forever compromised, discharged and released, and the ability of any Person to proceed against Wealthcrete in respect of or relating to any Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims are hereby permanently stayed, subject only to the right of Affected Creditors to receive the distributions pursuant to the Plan and this Sanction Order in respect of their Affected Claims.

12. All registrations in favour of secured creditors, other than Mortgagee Claims, but including all builders' liens, charges and encumbrances registered against title to the lands beneficially owned by the Limited Partnership and registrations made in accordance with the *Personal Property Security Act*, R.S.A. 2000, c. P-7, as amended, against Wealthcrete in favour of any secured creditor (a "**Lien**"), shall be and are hereby deemed to be discharged and extinguished. Upon receipt of a certified copy of this Sanction Order together with the Monitor's certificate contemplated in section 4.05 of the Plan, all registrars of personal property registries and land title offices are hereby directed and requested to give effect to the discharges contemplated by this paragraph notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-4.

13. All Proven Claims determined in accordance with the Claims Procedure Order and the Plan shall be final and binding on Wealthcrete and all Affected Creditors.

14. Without limiting the provisions of the Claims Procedure Order, an Affected Creditor that did not file a Proof of Claim (as defined in the Claims Procedure Order) by the Claims Bar Date (as defined in the Claims Procedure Order) in accordance with the provisions of the Claims Procedure Order and the Plan or did not have its Claim admitted by order of the Court prior to or on the date hereof, whether or not such Affected Creditor received notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making a Claim against Wealthcrete and shall not be entitled to any distribution under the Plan, and such Creditor's Affected

Claims shall be and are hereby forever extinguished. Nothing in the Plan extends or shall be interpreted as extending or amending the Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

15. Each Affected Creditor is hereby deemed to have consented and agreed to all of the provisions in the Plan, in its entirety; and each Affected Creditor is hereby deemed to have executed and delivered to Wealthcrete all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

Stay of Proceedings and Waiver

16. The stay of proceedings under the Initial Order shall be and is hereby extended in respect of Wealthcrete to the time immediately subsequent to the Effective Time.

17. As at and from the Effective Time and except to the extent, if any, expressly contemplated by the Plan or the Sanction Order, all obligations or agreements to which Wealthcrete is a party (including all mortgages of real property) shall be and remain in full force and effect, unamended as at the Plan Implementation Date, unless terminated or repudiated by Wealthcrete pursuant to the Initial Order, and no Person who is a party to any such obligation or agreement shall, on or after the Plan Implementation Date, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise, or purport to enforce or exercise, any right (including any right of set-off, combination of accounts, dilution, buy-out, divestiture, forced purchase or sale option or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

(a) any event or events which occurred on or before the Plan Implementation Date and is not continuing after the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any party thereto to enforce such rights or remedies (including defaults or events of default arising as a result of the insolvency of Wealthcrete);

(b) Wealthcrete having sought or obtained relief under the CCAA or the BIA or being subject to the Receivership Order;

(c) any compromises, arrangements, reorganizations or transactions effected pursuant to the Plan;

(d) any default or event of default arising prior to the Plan Implementation Date as a result of the financial condition or insolvency of Wealthcrete;

(e) the effect upon Wealthcrete of the completion of any of the transactions contemplated under the Plan or completed during the CCAA Proceedings; or

(f) any compromises, settlements, restructurings or reorganizations effected pursuant to the Plan or completed during the CCAA Proceedings.

18. Any and all Persons shall be and are hereby permanently stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against Wealthcrete or any Released Party (as hereinafter defined) in respect of all Affected Claims and any other matter which is released pursuant to this Sanction Order and the Plan.

19. From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of Wealthcrete then existing or previously committed by Wealthcrete, or caused by Wealthcrete, any of the provisions in the Plan or steps contemplated in the Plan, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Agreements, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall excuse or be deemed to excuse Wealthcrete from performing its obligations under the Plan. For greater certainty: (a) nothing herein shall be deemed to be a waiver of defaults by Wealthcrete under the Plan and the related documents; and (b) each Affected Creditor shall be deemed on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, for all purposes:

(i) to have executed and delivered to Wealthcrete all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry our the Plan in its entirety;

(ii) to have waived any default by Wealthcrete in any provision, express or implied, in any Agreement or other arrangement existing between such Creditor and Wealthcrete that occurred on or prior to the Plan Implementation Date;

(iii) to have agreed that if there is any conflict between the provision, express or implied, of any Agreement (other than those entered into by Wealthcrete on, after, or with effect from, the Plan Implementation Date) and the provisions of the Plan, then the provision of the Plan take precedence and priority and the provisions of such Agreement or other arrangement are amended accordingly; and

(iv) to have released absolutely and in their entirety, all Affected Claims in accordance with the provisions of the Plan and this Sanction Order.

Releases

20. Pursuant to and in accordance with Section 4.11 of the Plan, on the Plan Implementation Date all parties described in Section 4.11 (the "Released Parties") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which the Applicants, any Creditor or other Person may be entitled to assert whether known or unknown, matured or un-matured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date in any way relating to, arising out of or in connection with the Claims, the business and affairs of Wealthcrete whenever or however conducted, the Plan, the CCAA Proceedings any Claim that has been barred or extinguished by the Claims Procedure Order and all Claims arising out of such actions or omissions

shall be forever waived and released, all to the full extent permitted by law; provided that nothing in the Plan shall release or discharge a Released Party from any obligation created by or existing under the Plan or any related document or this Sanction Order.

Disputed Claims

21. Each of the: (a) Disputed David Aurora Claim; (b) Disputed Former Insider Claims; and (d) Disputed Sandhu Claims shall be resolved in accordance with the procedure set out in the Claims Procedure Order with "Deer Valley Millrise Investment Corp." replacing "Monitor" *mutatis mutandis*.

The Monitor and the CCAA Proceedings

22. The actions, conduct and activities of the Monitor outlined in the Eighth Report and in all previous reports filed by the Monitor in these proceedings are hereby approved. The actions, conduct and activities of the Receiver outlined in all previous reports filed by the Receiver in these proceedings are hereby approved.

23. The accounts of the Monitor, the Receiver and its legal counsel in respect of the CCAA Proceedings as outlined in the Eighth Report be and the same are hereby approved.

24. As of the Effective Time, Ernst & Young Inc. shall be discharged from its duties as Monitor and Receiver in these proceedings in respect of Wealthcrete and shall hereafter have no further liabilities, obligations, responsibilities or duties under the Initial Order, the Receivership Order or otherwise in respect of these proceedings.

25. The Monitor, the Receiver and their respective affiliates, and their respective officers, directors, employees and agents, attorneys and solicitors for the Monitor and the Receiver, (collectively, the "Monitor Parties" and each a "Monitor Party") are hereby released and forever discharged from any and all claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of a Monitor Party in any way relating to, arising out of or in respect of the performance or intended performance of the Monitor's mandate or any activity related to the CCAA Proceedings, save and except for any claim against a Monitor Party arising out of any gross negligence or wilful misconduct on the part of that Monitor Party. Without limiting the

generality of the foregoing, all Creditors and vendors who have supplied goods and services at the request of the Receiver from and after the Filing Date, shall invoice the New General Partner for any amounts that may be owing in respect of such goods and services and neither the Receiver or the Monitor shall have any further obligation in respect thereof.

26. No action or other proceeding in any way arising from or related to the performance or intended performance of the Monitor's mandate or any activity in the CCAA Proceedings shall be commenced against a Monitor Party except with prior leave of this Court and on prior written notice to the Monitor Party and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor Party in connection with any proposed action or proceeding.

27. All Charges granted over the undertaking, property and assets of Wealthcrete in the CCAA Proceedings are, as of the Plan Implementation Date, fully and finally terminated, discharged and released.

28. If, subsequent to the Effective Time, either of the Receiver and the Monitor are required to respond to enquiries of the Alberta Securities Commission or the Royal Canadian Mounted Police or to provide evidence or testimony in respect of any proceedings in respect of Wealthcrete, then the New General Partner shall pay the reasonable fees and disbursements incurred by the Receiver and the Monitor, as the case may be, associated with responding to such enquiries or providing such evidence or testimony.

29. On the Effective Time, or so soon thereafter as is practicable, the Receiver shall deliver the books and records and cash on hand in its possession to the New General Partner with the exception of the legal files maintained by Bishop & McKenzie LLP, which files shall be returned by the Receiver to Bishop & McKenzie LLP unless Bishop & McKenzie LLP directs otherwise.

General

30. Notwithstanding: (a) the pendency of the CCAA Proceedings and the declaration of insolvency made therein; or (b) a bankruptcy of any of the Applicants, or (c) the provisions of any federal or provincial statue, none of the transactions, payments, steps, releases or compromises made during the CCAA Proceeding or contemplated to be performed or effected pursuant to the Plan shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or

reviewable transactions under any applicable law, federal, provincial or otherwise, nor shall they constitute conduct meriting an oppression remedy.

31. This Sanction Order shall have full force and effect from and after the Effective Time on the Plan Implementation Date in all Provinces and Territories in Canada and abroad and as against all Persons and Parties against whom it may otherwise be enforced.

32. At any time prior to the Effective Time, Wealthcrete, the Monitor, or any Affected Creditor may apply to this Court for advice and direction, or to seek relief in respect of, any matter arising out of or incidental to the Plan or this Sanction Order, including without limitation, the interpretation of this Sanction Order and the Plan or the implementation thereof, and for any further Order that may be required, on notice to any party likely to be affected by the Order sought or on such notice as this Court orders.

33. Wealthcrete shall serve, by courier, telecopy transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with.

34. Any Person be and is hereby granted leave to speak to the issue of costs of the CCAA Proceedings.

____

J.C.Q.B.A.

ENTERED THIS _________ DAY OF
JUNE, A.D. 2010.

____

CLERK OF THE COURT

No. 0901-11048 A.D. 2009

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

SANCTION ORDER

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Suite 3300, 421-7th Avenue S.W.
Calgary AB T2P 4K9

Sean F. Collins
Phone: 403 260-3531
Fax: 403 260-3501

File No.: 125264-414327

SCHEDULE "B"

Action No. 0901-11048

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

BEFORE THE HONOURABLE	)	At the Court House, in the City of Calgary, in
MADAM JUSTICE B.E.C. ROMAINE	)	the Province of Alberta, on Wednesday, the
IN CHAMBERS	)	2nd day of June, A.D. 2010

SANCTION ORDER

UPON THE APPLICATION of Safeguard Real Estate Investment Fund II Limited Partnership and Concrete Associates Investment Corporation ("**Concrete**") for an Order, *inter alia*, sanctioning a Plan of Arrangement and Reorganization dated May 3, 2010 (the "**Plan**") concerning, affecting and involving, as such Plan may have been amended, varied or supplemented by Wealthcrete from time to time in accordance with the terms thereof and a Creditor's Meeting Order granted by this Honourable Court on May 5, 2010; **AND UPON** having read (i) the Notice of Motion, (ii) the Affidavit of • dated •, filed (the "**Service Affidavit**"); the Affidavit of • dated (the "**Meeting Order Service Affidavit**") the Seventh Report of the court-appointed monitor, Ernst & Young Inc. (the "**Monitor**") dated May 3, 2010 in respect of, *inter alia*, the Plan, filed (the "**Monitor's Seventh Report**"), and (iv) the Report of the Monitor dated May 31, 2010 (the "**Monitor's Eighth Report**") respecting the Creditor's Meeting, filed; and (v) such further material in the pleadings and proceedings as was deemed necessary; **AND UPON HEARING** Counsel for the Monitor and counsel present for other interested parties; **AND UPON** this Honourable Court determining that the Plan has the required support of the Affected Creditors, provides them with a more favourable recovery than they would otherwise receive and should be sanctioned; **AND**

UPON having considered and being satisfied as to the fairness and reasonableness of the Plan, both substantively and procedurally;

IT IS HEREBY ORDERED AND DECLARED THAT:

Interpretation and Service

1. All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan.

2. With respect to service:

(a) service of notice of the application for this Order, and all supporting materials, is deemed good and sufficient as set out in the Service Affidavit and (i) the time therefor is abridged to the time actually given; and (ii) further service of this Application upon any other party is hereby dispensed with;

(b) the dissemination of the Plan and all accompanying materials to the Affected Creditors has been duly effected;

(c) service and delivery of the order establishing the Creditor Meeting and all documents referred to therein is deemed good and sufficient as set out in the Meeting Order Service Affidavit, and the time therefore is abridged to the time actually given;

(d) proper notice of the Creditor Meeting was duly given to all Creditors entitled to vote at the Creditor Meeting; and

(e) the Creditor Meeting was duly convened and held, all in conformity with the CCAA and the Orders of this Honourable Court made in these proceedings.

Sanction of Plan

3. The relevant class of Creditors of Concrete for the purpose of voting to approve the Plan is the Affected Creditors class.

4. The Plan has been agreed to and approved by the requisite majority of Creditors voting in the Affected Creditors class created under the Plan.

5. Concrete has complied with the provisions of the CCAA and the orders of this Honourable Court in these proceedings in all respects.

6. Concrete has acted in good faith and with due diligence and the Plan and all the terms and conditions of, and matters, transactions, corporate reorganizations and proceedings contemplated by, the Plan are fair, reasonable, not oppressive and in the best interests of Concrete and the Persons affected by the Plan.

7. The Plan is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA and all terms, conditions and compromises set forth in the Plan are binding and effective on all Persons affected by the Plan.

Plan Implementation

8. Concrete is hereby authorized and directed to take all actions necessary or appropriate to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with the Plan and all matters contemplated under the Plan involving corporate action of Concrete including, without limitation: (i) transferring legal ownership of the real property registered in the name of the Current General Partner to the New General Partner concurrent with submitting the Certificate of Amendment for registration; and (ii) settling the Pre-Filing Inter-entity Debt by issuing and accepting units to and from the applicable limited partnership in the amounts described in Appendix "C" to the Seventh Report as updated and supplemented by the Eighth Report in full and final satisfaction of all such inter-entity claims against such entities.

9. As of the Plan Implementation Date, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and reorganizations effected thereby are hereby approved, binding and effective in accordance with the provisions of the Plan, and shall enure to the benefit of and be binding upon Concrete, all Affected Creditors and all other Persons affected by the Plan.

Distributions and Payments

10. Pursuant to and in accordance with the Plan, the New General Partner is hereby authorized and directed to pay the distributions in the amounts and within the time contemplated by Section 3.03 of the Plan

Compromise of Claims and Effect of Plan

11. Pursuant to and in accordance with the Plan, any and all Affected Claims shall be forever compromised, discharged and released, and the ability of any Person to proceed against Concrete in respect of or relating to any Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims are hereby permanently stayed, subject only to the right of Affected Creditors to receive the distributions pursuant to the Plan and this Sanction Order in respect of their Affected Claims.

12. All registrations in favour of secured creditors, other than Mortgagee Claims, but including all builders' liens, charges and encumbrances registered against title to the lands beneficially owned by the Limited Partnership and registrations made in accordance with the *Personal Property Security Act*, R.S.A. 2000, c. P-7, as amended, against Concrete in favour of any secured creditor (a "**Lien**"), shall be and are hereby deemed to be discharged and extinguished. Upon receipt of a certified copy of this Sanction Order together with the Monitor's certificate contemplated in section 4.05 of the Plan, all registrars of personal property registries and land title offices are hereby directed and requested to give effect to the discharges contemplated by this paragraph notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-4.

13. All Proven Claims determined in accordance with the Claims Procedure Order and the Plan shall be final and binding on Concrete and all Affected Creditors.

14. Without limiting the provisions of the Claims Procedure Order, an Affected Creditor that did not file a Proof of Claim (as defined in the Claims Procedure Order) by the Claims Bar Date (as defined in the Claims Procedure Order) in accordance with the provisions of the Claims Procedure Order and the Plan or did not have its Claim admitted by order of the Court prior to or on the date hereof, whether or not such Affected Creditor received notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making a Claim against Concrete and shall not be entitled to any distribution under the Plan, and such Creditor's Affected

Claims shall be and are hereby forever extinguished. Nothing in the Plan extends or shall be interpreted as extending or amending the Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

15. Each Affected Creditor is hereby deemed to have consented and agreed to all of the provisions in the Plan, in its entirety; and each Affected Creditor is hereby deemed to have executed and delivered to Concrete all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

Stay of Proceedings and Waiver

16. The stay of proceedings under the Initial Order shall be and is hereby extended in respect of Concrete to the time immediately subsequent to the Effective Time.

17. As at and from the Effective Time and except to the extent, if any, expressly contemplated by the Plan or the Sanction Order, all obligations or agreements to which Concrete is a party (including all mortgages of real property) shall be and remain in full force and effect, unamended as at the Plan Implementation Date, unless terminated or repudiated by Concrete pursuant to the Initial Order, and no Person who is a party to any such obligation or agreement shall, on or after the Plan Implementation Date, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise, or purport to enforce or exercise, any right (including any right of set-off, combination of accounts, dilution, buy-out, divestiture, forced purchase or sale option or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

(a) any event or events which occurred on or before the Plan Implementation Date and is not continuing after the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any party thereto to enforce such rights or remedies (including defaults or events of default arising as a result of the insolvency of Concrete);

(b) Concrete having sought or obtained relief under the CCAA or the BIA or being subject to the Receivership Order;

(c) any compromises, arrangements, reorganizations or transactions effected pursuant to the Plan;

(d) any default or event of default arising prior to the Plan Implementation Date as a result of the financial condition or insolvency of Concrete;

(e) the effect upon Concrete of the completion of any of the transactions contemplated under the Plan or completed during the CCAA Proceedings; or

(f) any compromises, settlements, restructurings or reorganizations effected pursuant to the Plan or completed during the CCAA Proceedings.

18. Any and all Persons shall be and are hereby permanently stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against Concrete or any Released Party (as hereinafter defined) in respect of all Affected Claims and any other matter which is released pursuant to this Sanction Order and the Plan.

19. From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of Concrete then existing or previously committed by Concrete, or caused by Concrete, any of the provisions in the Plan or steps contemplated in the Plan, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Agreements, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall excuse or be deemed to excuse Concrete from performing its obligations under the Plan. For greater certainty: (a) nothing herein shall be deemed to be a waiver of defaults by Concrete under the Plan and the related documents; and (b) each Affected Creditor shall be deemed on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, for all purposes:

(i) to have executed and delivered to Concrete all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry our the Plan in its entirety;

(ii) to have waived any default by Concrete in any provision, express or implied, in any Agreement or other arrangement existing between such Creditor and Concrete that occurred on or prior to the Plan Implementation Date;

(iii) to have agreed that if there is any conflict between the provision, express or implied, of any Agreement (other than those entered into by Concrete on, after, or with effect from, the Plan Implementation Date) and the provisions of the Plan, then the provision of the Plan take precedence and priority and the provisions of such Agreement or other arrangement are amended accordingly; and

(iv) to have released absolutely and in their entirety, all Affected Claims in accordance with the provisions of the Plan and this Sanction Order.

Releases

20. Pursuant to and in accordance with Section 4.11 of the Plan, on the Plan Implementation Date all parties described in Section 4.11 (the "Released Parties") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which the Applicants, any Creditor or other Person may be entitled to assert whether known or unknown, matured or un-matured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date in any way relating to, arising out of or in connection with the Claims, the business and affairs of Concrete whenever or however conducted, the Plan, the CCAA Proceedings any Claim that has been barred or extinguished by the Claims Procedure Order and all Claims arising out of such actions or omissions shall be forever waived and released, all to the full extent permitted by law; provided that nothing in the Plan shall release or discharge a Released Party from any obligation created by or existing under the Plan or any related document or this Sanction Order.

Disputed Claims

21. Each of the: (a) Disputed David Aurora Claim; (b) Disputed Former Insider Claims; and (d) Disputed Sandhu Claims shall be resolved in accordance with the procedure set out in the Claims Procedure Order with "Deer Valley Millrise Investment Corp." replacing "Monitor" *mutatis mutandis*.

The Monitor and the CCAA Proceedings

22. The actions, conduct and activities of the Monitor outlined in the Eighth Report and in all previous reports filed by the Monitor in these proceedings are hereby approved. The actions, conduct and activities of the Receiver outlined in all previous reports filed by the Receiver in these proceedings are hereby approved.

23. The accounts of the Monitor, the Receiver and its legal counsel in respect of the CCAA Proceedings as outlined in the Eighth Report be and the same are hereby approved.

24. As of the Effective Time, Ernst & Young Inc. shall be discharged from its duties as Monitor and Receiver in these proceedings in respect of Concrete and shall hereafter have no further liabilities, obligations, responsibilities or duties under the Initial Order, the Receivership Order or otherwise in respect of these proceedings.

25. The Monitor, the Receiver and their respective affiliates, and their respective officers, directors, employees and agents, attorneys and solicitors for the Monitor and the Receiver, (collectively, the "Monitor Parties" and each a "Monitor Party") are hereby released and forever discharged from any and all claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of a Monitor Party in any way relating to, arising out of or in respect of the performance or intended performance of the Monitor's mandate or any activity related to the CCAA Proceedings, save and except for any claim against a Monitor Party arising out of any gross negligence or wilful misconduct on the part of that Monitor Party. Without limiting the generality of the foregoing, all Creditors and vendors who have supplied goods and services at the request of the Receiver from and after the Filing Date, shall invoice the New General Partner for any amounts that may be owing in respect of such goods and services and neither the Receiver or the Monitor shall have any further obligation in respect thereof.

26. No action or other proceeding in any way arising from or related to the performance or intended performance of the Monitor's mandate or any activity in the CCAA Proceedings shall be commenced against a Monitor Party except with prior leave of this Court and on prior written notice to the Monitor Party and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor Party in connection with any proposed action or proceeding.

27. All Charges granted over the undertaking, property and assets of Concrete in the CCAA Proceedings are, as of the Plan Implementation Date, fully and finally terminated, discharged and released.

28. If, subsequent to the Effective Time, either of the Receiver and the Monitor are required to respond to enquiries of the Alberta Securities Commission or the Royal Canadian Mounted Police or to provide evidence or testimony in respect of any proceedings in respect of Concrete, then the New General Partner shall pay the reasonable fees and disbursements incurred by the Receiver and the Monitor, as the case may be, associated with responding to such enquiries or providing such evidence or testimony.

29. On the Effective Time, or so soon thereafter as is practicable, the Receiver shall deliver the books and records and cash on hand in its possession to the New General Partner with the exception of the legal files maintained by Bishop & McKenzie LLP, which files shall be returned by the Receiver to Bishop & McKenzie LLP unless Bishop & McKenzie LLP directs otherwise.

General

30. Notwithstanding: (a) the pendency of the CCAA Proceedings and the declaration of insolvency made therein; or (b) a bankruptcy of any of the Applicants, or (c) the provisions of any federal or provincial statue, none of the transactions, payments, steps, releases or compromises made during the CCAA Proceeding or contemplated to be performed or effected pursuant to the Plan shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise, nor shall they constitute conduct meriting an oppression remedy.

31. This Sanction Order shall have full force and effect from and after the Effective Time on the Plan Implementation Date in all Provinces and Territories in Canada and abroad and as against all Persons and Parties against whom it may otherwise be enforced.

32. At any time prior to the Effective Time, Concrete, the Monitor, or any Affected Creditor may apply to this Court for advice and direction, or to seek relief in respect of, any matter arising out of or incidental to the Plan or this Sanction Order, including without limitation, the interpretation of this Sanction Order and the Plan or the implementation thereof, and for any further Order that may be required, on notice to any party likely to be affected by the Order sought or on such notice as this Court orders.

33. Concrete shall serve, by courier, telecopy transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with.

34. Any Person be and is hereby granted leave to speak to the issue of costs of the CCAA Proceedings.

____
J.C.Q.B.A.

ENTERED THIS _________ DAY OF
JUNE, A.D. 2010.

____
CLERK OF THE COURT

No. 0901-11048	A.D. 2009

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

SANCTION ORDER

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Suite 3300, 421-7th Avenue S.W.
Calgary AB T2P 4K9

Sean F. Collins
Phone: 403 260-3531
Fax: 403 260-3501

File No.: 125264-414327

SCHEDULE "C"

Action No. 0901-11048

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

BEFORE THE HONOURABLE	) At the Court House, in the City of Calgary, in
MADAM JUSTICE B.E.C. ROMAINE	) the Province of Alberta, on Wednesday, the
IN CHAMBERS	) 2nd day of June, A.D. 2010

<u>SANCTION ORDER</u>

UPON THE APPLICATION of Safeguard Real Estate Investment Fund III Limited Partnership and Concrete Associates Investment Corporation ("**Concrete II**") for an Order, *inter alia*, sanctioning a Plan of Arrangement and Reorganization dated May 3, 2010 (the "**Plan**") concerning, affecting and involving, as such Plan may have been amended, varied or supplemented by Wealthcrete from time to time in accordance with the terms thereof and a Creditor's Meeting Order granted by this Honourable Court on May 5, 2010; **AND UPON** having read (i) the Notice of Motion, (ii) the Affidavit of • dated •, filed (the "**Service Affidavit**"); the Affidavit of • dated (the "**Meeting Order Service Affidavit**") the Seventh Report of the court-appointed monitor, Ernst & Young Inc. (the "**Monitor**") dated May 3, 2010 in respect of, *inter alia*, the Plan, filed (the "**Monitor's Seventh Report**"), and (iv) the Report of the Monitor dated May 31, 2010 (the "**Monitor's Eighth Report**") respecting the Creditor's Meeting, filed; and (v) such further material in the pleadings and proceedings as was deemed necessary; **AND UPON HEARING** Counsel for the Monitor and counsel present for other interested parties; **AND UPON** this Honourable Court determining that the Plan has the required support of the Affected Creditors, provides them with a more favourable recovery than they would otherwise receive and should be sanctioned; **AND**

UPON having considered and being satisfied as to the fairness and reasonableness of the Plan, both substantively and procedurally;

IT IS HEREBY ORDERED AND DECLARED THAT:

Interpretation and Service

1. All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan.

2. With respect to service:

   (a) service of notice of the application for this Order, and all supporting materials, is deemed good and sufficient as set out in the Service Affidavit and (i) the time therefor is abridged to the time actually given; and (ii) further service of this Application upon any other party is hereby dispensed with;

   (b) the dissemination of the Plan and all accompanying materials to the Affected Creditors has been duly effected;

   (c) service and delivery of the order establishing the Creditor Meeting and all documents referred to therein is deemed good and sufficient as set out in the Meeting Order Service Affidavit, and the time therefore is abridged to the time actually given;

   (d) proper notice of the Creditor Meeting was duly given to all Creditors entitled to vote at the Creditor Meeting; and

   (e) the Creditor Meeting was duly convened and held, all in conformity with the CCAA and the Orders of this Honourable Court made in these proceedings.

Sanction of Plan

3. The relevant class of Creditors of Concrete II for the purpose of voting to approve the Plan is the Affected Creditors class.

4. The Plan has been agreed to and approved by the requisite majority of Creditors voting in the Affected Creditors class created under the Plan.

5. Concrete II has complied with the provisions of the CCAA and the orders of this Honourable Court in these proceedings in all respects.

6. Concrete II has acted in good faith and with due diligence and the Plan and all the terms and conditions of, and matters, transactions, corporate reorganizations and proceedings contemplated by, the Plan are fair, reasonable, not oppressive and in the best interests of Concrete II and the Persons affected by the Plan.

7. The Plan is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA and all terms, conditions and compromises set forth in the Plan are binding and effective on all Persons affected by the Plan.

Plan Implementation

8. Concrete II is hereby authorized and directed to take all actions necessary or appropriate to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with the Plan and all matters contemplated under the Plan involving corporate action of Concrete II including, without limitation: (i) transferring legal ownership of the real property registered in the name of the Current General Partner to the New General Partner concurrent with submitting the Certificate of Amendment for registration; and (ii) settling the Pre-Filing Inter-entity Debt by issuing and accepting units to and from the applicable limited partnership in the amounts described in Appendix "C" to the Seventh Report as updated and supplemented by the Eighth Report in full and final satisfaction of all such inter-entity claims against such entities.

9. As of the Plan Implementation Date, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and reorganizations effected thereby are hereby approved, binding and effective in accordance with the provisions of the Plan, and shall enure to the benefit of and be binding upon Concrete II, all Affected Creditors and all other Persons affected by the Plan.

Distributions and Payments

10. Pursuant to and in accordance with the Plan, the New General Partner is hereby authorized and directed to pay the distributions in the amounts and within the time contemplated by Section 3.03 of the Plan

Compromise of Claims and Effect of Plan

11. Pursuant to and in accordance with the Plan, any and all Affected Claims shall be forever compromised, discharged and released, and the ability of any Person to proceed against Concrete II in respect of or relating to any Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims are hereby permanently stayed, subject only to the right of Affected Creditors to receive the distributions pursuant to the Plan and this Sanction Order in respect of their Affected Claims.

12. All registrations in favour of secured creditors, other than Mortgagee Claims, but including all builders' liens, charges and encumbrances registered against title to the lands beneficially owned by the Limited Partnership and registrations made in accordance with the *Personal Property Security Act*, R.S.A. 2000, c. P-7, as amended, against Concrete II in favour of any secured creditor (a "**Lien**"), shall be and are hereby deemed to be discharged and extinguished. Upon receipt of a certified copy of this Sanction Order together with the Monitor's certificate contemplated in section 4.05 of the Plan, all registrars of personal property registries and land title offices are hereby directed and requested to give effect to the discharges contemplated by this paragraph notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-4.

13. All Proven Claims determined in accordance with the Claims Procedure Order and the Plan shall be final and binding on Concrete II and all Affected Creditors.

14. Without limiting the provisions of the Claims Procedure Order, an Affected Creditor that did not file a Proof of Claim (as defined in the Claims Procedure Order) by the Claims Bar Date (as defined in the Claims Procedure Order) in accordance with the provisions of the Claims Procedure Order and the Plan or did not have its Claim admitted by order of the Court prior to or on the date hereof, whether or not such Affected Creditor received notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making a Claim against Concrete II and shall not be entitled to any distribution under the Plan, and such Creditor's Affected

Claims shall be and are hereby forever extinguished. Nothing in the Plan extends or shall be interpreted as extending or amending the Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

15. Each Affected Creditor is hereby deemed to have consented and agreed to all of the provisions in the Plan, in its entirety; and each Affected Creditor is hereby deemed to have executed and delivered to Concrete II all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

Stay of Proceedings and Waiver

16. The stay of proceedings under the Initial Order shall be and is hereby extended in respect of Concrete II to the time immediately subsequent to the Effective Time.

17. As at and from the Effective Time and except to the extent, if any, expressly contemplated by the Plan or the Sanction Order, all obligations or agreements to which Concrete II is a party (including all mortgages of real property) shall be and remain in full force and effect, unamended as at the Plan Implementation Date, unless terminated or repudiated by Concrete II pursuant to the Initial Order, and no Person who is a party to any such obligation or agreement shall, on or after the Plan Implementation Date, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise, or purport to enforce or exercise, any right (including any right of set-off, combination of accounts, dilution, buy-out, divestiture, forced purchase or sale option or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

(a) any event or events which occurred on or before the Plan Implementation Date and is not continuing after the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any party thereto to enforce such rights or remedies (including defaults or events of default arising as a result of the insolvency of Concrete II);

(b) Concrete II having sought or obtained relief under the CCAA or the BIA or being subject to the Receivership Order;

(c) any compromises, arrangements, reorganizations or transactions effected pursuant to the Plan;

(d) any default or event of default arising prior to the Plan Implementation Date as a result of the financial condition or insolvency of Concrete II;

(e) the effect upon Concrete II of the completion of any of the transactions contemplated under the Plan or completed during the CCAA Proceedings; or

(f) any compromises, settlements, restructurings or reorganizations effected pursuant to the Plan or completed during the CCAA Proceedings.

18. Any and all Persons shall be and are hereby permanently stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against Concrete II or any Released Party (as hereinafter defined) in respect of all Affected Claims and any other matter which is released pursuant to this Sanction Order and the Plan.

19. From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of Concrete II then existing or previously committed by Concrete II, or caused by Concrete II, any of the provisions in the Plan or steps contemplated in the Plan, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Agreements, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall excuse or be deemed to excuse Concrete II from performing its obligations under the Plan. For greater certainty: (a) nothing herein shall be deemed to be a waiver of defaults by Concrete II under the Plan and the related documents; and (b) each Affected Creditor shall be deemed on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, for all purposes:

(i) to have executed and delivered to Concrete II all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry our the Plan in its entirety;

(ii) to have waived any default by Concrete II in any provision, express or implied, in any Agreement or other arrangement existing between such Creditor and Concrete II that occurred on or prior to the Plan Implementation Date;

(iii) to have agreed that if there is any conflict between the provision, express or implied, of any Agreement (other than those entered into by Concrete II on, after, or with effect from, the Plan Implementation Date) and the provisions of the Plan, then the provision of the Plan take precedence and priority and the provisions of such Agreement or other arrangement are amended accordingly; and

(iv) to have released absolutely and in their entirety, all Affected Claims in accordance with the provisions of the Plan and this Sanction Order.

Releases

20. Pursuant to and in accordance with Section 4.11 of the Plan, on the Plan Implementation Date all parties described in Section 4.11 (the "Released Parties") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which the Applicants, any Creditor or other Person may be entitled to assert whether known or unknown, matured or un-matured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date in any way relating to, arising out of or in connection with the Claims, the business and affairs of Concrete II whenever or however conducted, the Plan, the CCAA Proceedings any Claim that has been barred or extinguished by the Claims Procedure Order and all Claims arising out of such actions or omissions

shall be forever waived and released, all to the full extent permitted by law; provided that nothing in the Plan shall release or discharge a Released Party from any obligation created by or existing under the Plan or any related document or this Sanction Order.

Disputed Claims

21. Each of the: (a) Disputed David Aurora Claim; (b) Disputed Former Insider Claims; and (d) Disputed Sandhu Claims shall be resolved in accordance with the procedure set out in the Claims Procedure Order with "Deer Valley Millrise Investment Corp." replacing "Monitor" *mutatis mutandis*.

The Monitor and the CCAA Proceedings

22. The actions, conduct and activities of the Monitor outlined in the Eighth Report and in all previous reports filed by the Monitor in these proceedings are hereby approved. The actions, conduct and activities of the Receiver outlined in all previous reports filed by the Receiver in these proceedings are hereby approved.

23. The accounts of the Monitor, the Receiver and its legal counsel in respect of the CCAA Proceedings as outlined in the Eighth Report be and the same are hereby approved.

24. As of the Effective Time, Ernst & Young Inc. shall be discharged from its duties as Monitor and Receiver in these proceedings in respect of Concrete II and shall hereafter have no further liabilities, obligations, responsibilities or duties under the Initial Order, the Receivership Order or otherwise in respect of these proceedings.

25. The Monitor, the Receiver and their respective affiliates, and their respective officers, directors, employees and agents, attorneys and solicitors for the Monitor and the Receiver, (collectively, the "Monitor Parties" and each a "Monitor Party") are hereby released and forever discharged from any and all claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of a Monitor Party in any way relating to, arising out of or in respect of the performance or intended performance of the Monitor's mandate or any activity related to the CCAA Proceedings, save and except for any claim against a Monitor Party arising out of any gross negligence or wilful misconduct on the part of that Monitor Party. Without limiting the

generality of the foregoing, all Creditors and vendors who have supplied goods and services at the request of the Receiver from and after the Filing Date, shall invoice the New General Partner for any amounts that may be owing in respect of such goods and services and neither the Receiver or the Monitor shall have any further obligation in respect thereof.

26. No action or other proceeding in any way arising from or related to the performance or intended performance of the Monitor's mandate or any activity in the CCAA Proceedings shall be commenced against a Monitor Party except with prior leave of this Court and on prior written notice to the Monitor Party and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor Party in connection with any proposed action or proceeding.

27. All Charges granted over the undertaking, property and assets of Concrete II in the CCAA Proceedings are, as of the Plan Implementation Date, fully and finally terminated, discharged and released.

28. If, subsequent to the Effective Time, either of the Receiver and the Monitor are required to respond to enquiries of the Alberta Securities Commission or the Royal Canadian Mounted Police or to provide evidence or testimony in respect of any proceedings in respect of Concrete II, then the New General Partner shall pay the reasonable fees and disbursements incurred by the Receiver and the Monitor, as the case may be, associated with responding to such enquiries or providing such evidence or testimony.

29. On the Effective Time, or so soon thereafter as is practicable, the Receiver shall deliver the books and records and cash on hand in its possession to the New General Partner with the exception of the legal files maintained by Bishop & McKenzie LLP, which files shall be returned by the Receiver to Bishop & McKenzie LLP unless Bishop & McKenzie LLP directs otherwise.

General

30. Notwithstanding: (a) the pendency of the CCAA Proceedings and the declaration of insolvency made therein; or (b) a bankruptcy of any of the Applicants, or (c) the provisions of any federal or provincial statue, none of the transactions, payments, steps, releases or compromises made during the CCAA Proceeding or contemplated to be performed or effected pursuant to the Plan shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or

reviewable transactions under any applicable law, federal, provincial or otherwise, nor shall they constitute conduct meriting an oppression remedy.

31. This Sanction Order shall have full force and effect from and after the Effective Time on the Plan Implementation Date in all Provinces and Territories in Canada and abroad and as against all Persons and Parties against whom it may otherwise be enforced.

32. At any time prior to the Effective Time, Concrete II, the Monitor, or any Affected Creditor may apply to this Court for advice and direction, or to seek relief in respect of, any matter arising out of or incidental to the Plan or this Sanction Order, including without limitation, the interpretation of this Sanction Order and the Plan or the implementation thereof, and for any further Order that may be required, on notice to any party likely to be affected by the Order sought or on such notice as this Court orders.

33. Concrete II shall serve, by courier, telecopy transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with.

34. Any Person be and is hereby granted leave to speak to the issue of costs of the CCAA Proceedings.

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J.C.Q.B.A.

ENTERED THIS _________ DAY OF
JUNE, A.D. 2010.

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CLERK OF THE COURT

125264-414327
DOCS #1358697 v. 3

No. 0901-11048	A.D. 2009

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

SANCTION ORDER

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Sean F. Collins
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File No.: 125264-414327

SCHEDULE "D"

Action No. 0901-11048

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

BEFORE THE HONOURABLE	)	At the Court House, in the City of Calgary, in
MADAM JUSTICE B.E.C. ROMAINE	)	the Province of Alberta, on Wednesday, the
IN CHAMBERS	)	2nd day of June, A.D. 2010

FINAL ORDER

UPON THE APPLICATION of Concrete Associates III Investment Corporation and Safeguard Real Estate Fund IV L.P. (collectively, "LP IV") by and through the Receiver; **AND UPON** having read (i) the Notice of Motion, (ii) the Affidavit of • dated •, filed (the "**Service Affidavit**"); the Seventh Report of the court-appointed monitor, Ernst & Young Inc. (the "**Monitor**") dated May 3, 2010 in respect of, *inter alia*, the Transactions, filed (the "**Monitor's Seventh Report**"), and (iii) the Report of the Monitor dated May 31, 2010 (the "**Monitor's Eighth Report**"), filed; and (iv) such further material in the pleadings and proceedings as was deemed necessary; **AND UPON HEARING** counsel for the Monitor and counsel present for other interested parties; **AND UPON** being satisfied that circumstances exist that make this Order appropriate; **IT IS HEREBY ORDERED THAT**:

Interpretation and Service

1. All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the attached Schedule "A".

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2. Service of notice of the application for this Order, and all supporting materials, is deemed good and sufficient as set out in the Service Affidavit and (i) the time therefor is abridged to the time actually given; and (ii) further service of this Application upon any other party is hereby dispensed with.

Compliance

3. LP IV has complied with the CCAA and has adhered to and acted in accordance with, the orders of this Court in these proceedings.

Claims Procedure, Bar, and Satisfaction of claims

4. The Claims Procedure Order is hereby confirmed, including, without limitation, the Claims Bar Date, releases, injunctions and prohibitions provided for thereunder, and shall operate in addition to the provisions of this Order.

5. Without limiting the provisions of the Claims Procedure Order, a Creditor that did not file a Proof of Claim by the Claims Bar Date in accordance with the provisions of the Claims Procedure Order or who otherwise has not had its Claim admitted pursuant to court order, whether or not such Creditor received notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making a Claim against LP IV, and such Creditor's Claim shall be and is hereby forever extinguished. Nothing in this Order extends or shall be interpreted as extending or amending the Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure.

Disputed Claims

6. Each of the: (a) Disputed David Aurora Claim; (b) Disputed Former Insider Claims; and (d) Disputed Sandhu Claims shall be resolved in accordance with the procedure set out in the Claims Procedure Order with "CE Limited Partnership Investment Corp." replacing "Monitor" *mutatis mutandis*.

Continuation of Agreements

7. As at and from the Effective Date all obligations or agreements to which LP IV is a party (including all mortgages of real property) shall be and remain in full force and effect, unamended and no Person who is a party to any such obligation or agreement shall, on or after the Effective Date, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise, or purport to enforce or exercise, any right (including any right of set-off, combination of accounts, dilution, buy-out, divestiture, forced purchase or sale option or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

(a) any event or events which occurred on or before the Effective Date and is not continuing after the Effective Date which would have entitled any party thereto to enforce such rights or remedies (including defaults or events of default arising as a result of the insolvency of LP IV);

(b) LP IV having sought or obtained relief under the CCAA or the BIA or being subject to the Receivership Order;

(c) any default or event of default arising prior to the Effective Date as a result of the financial condition or insolvency of LP IV;

(d) the effect upon LP IV of the completion of any of the transactions contemplated under the heading "Transactions" below; or

(e) any compromises, settlements, restructurings or reorganizations effected pursuant completed during the CCAA Proceedings.

8. From and after the Effective Date, all Persons shall be deemed to have waived any and all defaults of LP IV then existing or previously committed by LP IV, caused by LP IV, or resulting from the steps contemplated in this Order, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any agreement, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any agreement shall be deemed to have been rescinded and of no further force or effect. For greater certainty each Creditor shall be deemed

on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, for all purposes:

(a) to have waived any default by LP IV in any provision, express or implied, in any agreement existing between such Creditor and LP IV that occurred on or prior to the Effective Date; and

(b) to have agreed that if there is any conflict between the provision, express or implied, of any agreement and the provisions of this Order, then the provisions of this Order take precedence and priority and the provisions of such agreement and are amended accordingly.

Transactions

9. The Receiver be and is hereby authorized to lodge claims with the Trustee in Bankruptcy of Varun Aurora and the Trustee in Bankruptcy of David Humeniuk on behalf of LPIV in such amounts and on account of such claims as the Receiver deems advisable.

10. The Receiver shall transfer legal title to the Lands to the New General Partner on or before the Effective Date. The Monitor shall concurrently file the Certificate of Amendment.

The Monitor and the CCAA Proceedings

11. The actions, conduct and activities of the Monitor outlined in the Eighth Report and in all previous reports filed by the Monitor in these proceedings are hereby approved. The actions, conduct and activities of the Receiver outlined in all previous reports filed by the Receiver in these proceedings are hereby approved.

12. The accounts of the Monitor, the Receiver, and its legal counsel in respect of the CCAA Proceedings as outlined in the Eighth Report be and the same are hereby approved.

13. As of the Effective Date, Ernst & Young Inc. shall be discharged from its duties as Monitor and Receiver in these proceedings and shall hereafter have no further liabilities, obligations, responsibilities or duties under the Initial Order, the Receivership Order, or otherwise in respect of these proceedings. Without limiting the generality of the foregoing, all Creditors and vendors who have supplied goods and services at the request of the Receiver to LP

IV from and after the Filing Date, shall invoice the New General Partner for any amounts that may be owing in respect of such goods and services and neither the Receiver or the Monitor shall have any further obligation in respect thereof.

14. The stay of proceedings under the Initial Order shall be and is hereby extended in respect of LP IV to the time immediately subsequent to the Effective Date.

15. The Monitor, the Receiver, its affiliates, and their respective officers, directors, employees and agents, attorneys and solicitors for the Monitor, the Receiver (collectively, the "Monitor Parties" and each a "Monitor Party") are hereby released and forever discharged from any and all claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of a Monitor Party in any way relating to, arising out of or in respect of the performance or intended performance of the Monitor's mandate or any activity related to the CCAA Proceedings, save and except for any claim against a Monitor Party arising out of any gross negligence or wilful misconduct on the part of that Monitor Party.

16. No action or other proceeding in any way arising from or related to the performance or intended performance of the Monitor's mandate or any activity in these CCAA Proceedings shall be commenced against a Monitor Party except with prior leave of this Court and on prior written notice to the Monitor Party and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor Party in connection with any proposed action or proceeding.

17. All Charges granted over the undertaking, property and assets of LP IV in the CCAA Proceedings are, as of the Effective Date, fully and finally terminated, discharged and released.

18. If, subsequent to the Effective Date, either of the Receiver and the Monitor are required to respond to enquiries of the Alberta Securities Commission or the Royal Canadian Mounted Police or to provide evidence or testimony in respect of any proceedings in respect of LPIV, then the New General Partner shall pay the reasonable fees and disbursements incurred by the Receiver and the Monitor, as the case may be, associated with responding to such enquiries or providing such evidence or testimony.

19. On the Effective Date, or so soon thereafter as is practicable, the Receiver shall deliver the books and records and cash on hand in its possession to the New General Partner with the exception of the legal files maintained by Bishop & McKenzie LLP, which files shall be returned by the Receiver to Bishop & McKenzie LLP unless Bishop & McKenzie LLP directs otherwise.

Satisfaction of Inter-entity Receivables

20. LP IV be and is hereby authorized to settle the inter-entity accounts by issuing and accepting units to and from the applicable limited partnership in the amounts described in Appendix "C" to the Seventh Report as updated and supplemented by the Eighth Report in full and final satisfaction of all such inter-entity claims against such entities.

General

21. Notwithstanding: (a) the pendency of the CCAA Proceedings and the declaration of insolvency made therein; or (b) a bankruptcy of LP IV, or (c) the provisions of any federal or provincial statue, none of the transactions, payments, steps, releases or compromises made during the CCAA Proceeding or contemplated to be performed or effected pursuant to this Order shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise, nor shall they constitute conduct meriting an oppression remedy.

22. This Order shall have full force and effect from and after the Effective Date in all Provinces and Territories in Canada and abroad and as against all Persons and Parties against whom it may otherwise be enforced.

23. LP IV shall serve, by courier, telecopy transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with.

24. Any Person be and is hereby granted leave to speak to the issue of costs of the CCAA Proceedings.

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J.C.Q.B.A.

ENTERED THIS __________ DAY OF
JUNE, A.D. 2010.

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CLERK OF THE COURT

SCHEDULE "A"

DEFINITIONS

"**Administrative Charge**" means the administration charge authorized to the maximum amount of $500,000 as provided for in the Initial Order;

"**BIA**" means the *Bankruptcy and Insolvency Act*, RSC 1985, c.B-3;

"**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in Calgary, Alberta;

"**CCAA**" means the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36;

"**CCAA Proceedings**" means the proceedings in respect of LP IV before the Court commenced pursuant to the CCAA, the BIA and includes the Receivership Order and all proceedings taken in connection therewith;

"**Certificate of Amendment**" means the certificate to be filed under and pursuant to the provisions of the Partnership Act setting out and giving effect to, *inter alia*, the appointment of the New General Partner as general partner of the Limited Partnership in the place of and in substitution for Current General Partner;

"**Charges**" means, collectively:

(a) the Receiver's Charge;

(b) the Receiver's Borrowing Charge;

(c) the El Golfo Charge;

(d) the Administrative Charge; and

(e) the New Inter-Company Advances Charge;

"**Claim**" means (i) any right or claim of any Person that may be made in whole or in part against the Applicants, or any of them, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind, in existence on, or which is based on, an event, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any other reason whatsoever against any property or assets, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed prior to the Filing

Date together with any other rights or claims not referred to above that, in whole or part, would have been claims provable in bankruptcy had the Applicants (or either of them) become bankrupt at the Filing Date, together with any other rights or claims, whether or not asserted, made after the Filing Date in any way, directly or indirectly related to any action taken or power exercised prior to the Filing Date;

"Claims Bar Date" means January 22, 2010;

"Claims Procedure Order" means the Order of the Court in the CCAA Proceedings dated December 14, 2009 as the same may be amended or supplemented from time to time which, among other things, established a procedure for the submission of Claims and the barring of Claims not submitted in accordance with, and within the applicable time period established by such Order;

"**Court**" means the Court of Queen's Bench of Alberta, Judicial District of Calgary;

"Creditor" means any Person with a Claim and may, where the context requires, include the assignee of a Claim recognized as a Creditor in accordance with the Claims Procedure Order, or a trustee, interim receiver, receiver and manager, liquidator or other Person acting on behalf of such Person;

"**Current General Partner**" means Wealthcrete Investment Corporation;

"Disputed David Aurora Claim" means the Claims of David Aurora in the aggregate amount of $1,169,254.63 in respect of which a proof of claim has been filed in a proper and timely manner in accordance with the Claims Procedure Order against, among others, the Applicants and which has been disputed by the Applicants and will be determined by the Court in accordance with the Claims Procedure Order;

"Disputed Former Insider Claims" means, collectively, the following claims:

(a) the claim dated March 5, 2010 lodged by 934608 Alberta Ltd., as purported assignee of Vincenzo Depalma, in the amount of $5,019,198.02;

(b) the claim lodged by Hardie & Kelly Inc., trustee of the Estate of Varun (Vinny) Aurora dated January 21, 2010 in the amount of $5,019,198.92; and

(c) the claim lodged by Hardie & Kelly Inc., trustee of the Estate of David Nelson Humeniuk dated January 21, 2010 in the amount of $4,453,069.89;

"Disputed Sandhu Claims" means, collectively:

(a) the claim lodged by 587901 Alberta Ltd. in the amount of $563,613 dated January 21, 2010;

(b) the claim lodged by Darcy Sandhu in the amount of $1,127,226 dated January 22, 2010;

(c) the claim lodged by 934608 Alberta Ltd. in the amount of $4,453,070 dated January 22, 2010; and

(d) the claim lodged by Darcy Sandhu in the amount of $566,129 dated January 22, 2010;

"Effective Date" means June 11, 2010;

"**El Golfo Charge**" means the El Golfo charge granted in the Initial Order

"Filing Date" means May 26, 2009;

"Initial Order" means the Order of the Court in the CCAA Proceedings dated July 29, 2009, as amended or supplemented from time to time, including without limitation, the Order dated October 29, 2009 granting the Applicants relief pursuant to the CCAA;

"Lands" means the lands legally described in the schedule to the mortgage referred in the mortgagee's claim that are registered in the name of Concrete Associates III Investment Corporation;

"Monitor" means Ernst & Young Inc., in its capacity as court-appointed monitor of the Applicants;

"New General Partner" means MEG Place Limited Partnership Investment Corp. or its nominee;

"New Inter-Company Advances Charge" means the new inter-company advances charge granted in the Initial Order;

"Person" means any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, syndicate or other entity, whether or not having legal status;

"Proof of Claim" means the form to be completed and filed by a Creditor in the form attached to the Claims Process Order;

"Property" has the meaning ascribed thereto in the Receivership Order;

"Receiver" means Ernst & Young Inc. in its capacity as court-appointed receiver and manager appointed pursuant to the Receivership Order.

"Receiver's Borrowing Charge" means the Receiver's borrowing charge granted in the Receivership Order;

"Receiver's Charge" means the Receiver's charge granted in the Receivership Order;

"Receivership Order" means, collectively, the interim receivership order granted by the Court dated June 9, 2009, the receivership order granted in the CCAA proceedings on July 29, 2009 as amended and restated by order of the Court dated December 14, 2009;

No. 0901-11048 A.D. 2009

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

ORDER

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File No.: 125264-414327

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DOCS #1358686 v. 2

SCHEDULE "E"

Action No. 0901-11048

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

BEFORE THE HONOURABLE	)	At the Court House, in the City of Calgary, in
MADAM JUSTICE B.E.C. ROMAINE	)	the Province of Alberta, on Wednesday, the
IN CHAMBERS	)	2nd day of June, A.D. 2010

FINAL ORDER

UPON THE APPLICATION of Concrete Associates IV Investment Corporation and Safeguard Real Estate Fund V L.P. (collectively, "LP V") by and through the Receiver; **AND UPON** having read (i) the Notice of Motion, (ii) the Affidavit of • dated •, filed (the "**Service Affidavit**"); the Seventh Report of the court-appointed monitor, Ernst & Young Inc. (the "**Monitor**") dated May 3, 2010 in respect of, *inter alia*, the Transactions, filed (the "**Monitor's Seventh Report**"), and (iii) the Report of the Monitor dated May 31, 2010 (the "**Monitor's Eighth Report**"), filed; and (iv) such further material in the pleadings and proceedings as was deemed necessary; **AND UPON HEARING** counsel for the Monitor and counsel present for other interested parties; **AND UPON** being satisfied that circumstances exist that make this Order appropriate; **IT IS HEREBY ORDERED THAT**:

Interpretation and Service

1. All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the attached Schedule "A".

2. Service of notice of the application for this Order, and all supporting materials, is deemed good and sufficient as set out in the Service Affidavit and (i) the time therefor is abridged to the time actually given; and (ii) further service of this Application upon any other party is hereby dispensed with.

Compliance

3. LP V has complied with the CCAA, and has adhered to and acted in accordance with, the orders of this Court in these proceedings.

Claims Procedure, Bar, and Satisfaction of claims

4. The Claims Procedure Order is hereby confirmed, including, without limitation, the Claims Bar Date, releases, injunctions and prohibitions provided for thereunder, and shall operate in addition to the provisions of this Order.

5. Without limiting the provisions of the Claims Procedure Order, a Creditor that did not file a Proof of Claim by the Claims Bar Date in accordance with the provisions of the Claims Procedure Order or who otherwise has not had its Claim admitted pursuant to court order, whether or not such Creditor received notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making a Claim against LP V, and such Creditor's Claim shall be and is hereby forever extinguished. Nothing in this Order extends or shall be interpreted as extending or amending the Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure.

6. All payments made by LP V to Creditors shall constitute full and final payment and satisfaction of the Claims in respect of which payments were made.

Disputed Claims

7. Each of the: (a) Disputed David Aurora Claim; (b) Disputed Former Insider Claims; and (d) Disputed Sandhu Claims shall be resolved in accordance with the procedure set out in the Claims Procedure Order with "MEG Place Limited Partnership Investment Corp." replacing "Monitor" *mutatis mutandis*.

Continuation of Agreements

8. As at and from the Effective Date all obligations or agreements to which LP V is a party (including all mortgages of real property) shall be and remain in full force and effect, unamended and no Person who is a party to any such obligation or agreement shall, on or after the Effective Date, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise, or purport to enforce or exercise, any right (including any right of set-off, combination of accounts, dilution, buy-out, divestiture, forced purchase or sale option or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

(a) any event or events which occurred on or before the Effective Date and is not continuing after the Effective Date which would have entitled any party thereto to enforce such rights or remedies (including defaults or events of default arising as a result of the insolvency of LP V);

(b) LP V having sought or obtained relief under the CCAA or the BIA or being subject to the Receivership Order;

(c) any default or event of default arising prior to the Effective Date as a result of the financial condition or insolvency of LP V;

(d) the effect upon LP V of the completion of any of the transactions contemplated under the heading "Transactions" below; or

(e) any compromises, settlements, restructurings or reorganizations effected pursuant completed during the CCAA Proceedings.

9. From and after the Effective Date, all Persons shall be deemed to have waived any and all defaults of LP V then existing or previously committed by LP V, caused by LP V, or resulting from the steps contemplated in this Order, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any agreement, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any agreement shall be deemed to have been rescinded and of no further force or effect. For greater certainty each Creditor shall be deemed

on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, for all purposes:

(a) to have waived any default by LP V in any provision, express or implied, in any agreement existing between such Creditor and LP V that occurred on or prior to the Effective Date; and

(b) to have agreed that if there is any conflict between the provision, express or implied, of any agreement and the provisions of this Order, then the provisions of this Order take precedence and priority and the provisions of such agreement and are amended accordingly.

Transactions

10. The Receiver be and is hereby authorized to lodge claims with the Trustee in Bankruptcy of Varun Aurora and the Trustee in Bankruptcy of David Humeniuk on behalf of LPV in such amounts and on account of such claims as the Receiver deems advisable.

11. The Receiver shall transfer legal title to the Lands to the New General Partner on or before the Effective Date. The Monitor shall concurrently file the Certificate of Amendment.

The Monitor, the Receiver and the CCAA Proceedings

12. The actions, conduct and activities of the Monitor outlined in the Eighth Report and in all previous reports filed by the Monitor in these proceedings are hereby approved. The actions, conduct and activities of the Receiver outlined in all previous reports filed by the Receiver in these proceedings are hereby approved.

13. The accounts of the Monitor, the Receiver, and its legal counsel in respect of the CCAA Proceedings as outlined in the Eighth Report be and the same are hereby approved.

14. As of the Effective Date, Ernst & Young Inc. shall be discharged from its duties as Monitor and Receiver in these proceedings and shall hereafter have no further liabilities, obligations, responsibilities or duties under the Initial Order, the Receivership Order, or otherwise in respect of these proceedings. Without limiting the generality of the foregoing, all Creditors and vendors who have supplied goods and services at the request of the Receiver to

LP V from and after the Filing Date, shall invoice the New General Partner for any amounts that may be owing in respect of such goods and services and neither the Receiver or the Monitor shall have any further obligation in respect thereof.

15. The stay of proceedings under the Initial Order shall be and is hereby extended in respect of LP V to the time immediately subsequent to the Effective Date.

16. The Monitor, the Receiver, its affiliates, and their respective officers, directors, employees and agents, attorneys and solicitors for the Monitor, the Receiver (collectively, the "Monitor Parties" and each a "Monitor Party") are hereby released and forever discharged from any and all claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of a Monitor Party in any way relating to, arising out of or in respect of the performance or intended performance of the Monitor's mandate or any activity related to the CCAA Proceedings, save and except for any claim against a Monitor Party arising out of any gross negligence or wilful misconduct on the part of that Monitor Party.

17. No action or other proceeding in any way arising from or related to the performance or intended performance of the Monitor or Receiver's mandate or any activity in these CCAA Proceedings shall be commenced against a Monitor Party except with prior leave of this Court and on prior written notice to the Monitor Party and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor Party in connection with any proposed action or proceeding.

18. All Charges granted over the undertaking, property and assets of LP V in the CCAA Proceedings are, as of the Effective Date, fully and finally terminated, discharged and released.

19. If, subsequent to the Effective Date, either of the Receiver and the Monitor are required to respond to enquiries of the Alberta Securities Commission or the Royal Canadian Mounted Police or to provide evidence or testimony in respect of any proceedings in respect of LPV, then the New General Partner shall pay the reasonable fees and disbursements incurred by the Receiver and the Monitor, as the case may be, associated with responding to such enquiries or providing such evidence or testimony.

20. On the Effective Date, or so soon thereafter as is practicable, the Receiver shall deliver the books and records and cash on hand in its possession to the New General Partner with the exception of the legal files maintained by Bishop & McKenzie LLP, which files shall be returned by the Receiver to Bishop & McKenzie LLP unless Bishop & McKenzie LLP directs otherwise.

Satisfaction of Inter-entity Receivables

21. LP V be and is hereby authorized to accept the assignment of claims from the entities in the amounts described in Appendix "C" to the Seventh Report as updated and supplemented by the Eighth Report in full and final satisfaction of LP V's claim against such entities.

General

22. Notwithstanding: (a) the pendency of the CCAA Proceedings and the declaration of insolvency made therein; or (b) a bankruptcy of LP V, or (c) the provisions of any federal or provincial statue, none of the transactions, payments, steps, releases or compromises made during the CCAA Proceeding or contemplated to be performed or effected pursuant to this Order shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise, nor shall they constitute conduct meriting an oppression remedy.

23. This Order shall have full force and effect from and after the Effective Date in all Provinces and Territories in Canada and abroad and as against all Persons and Parties against whom it may otherwise be enforced.

24. LP V shall serve, by courier, telecopy transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with.

25. Any Person be and is hereby granted leave to speak to the issue of costs of the CCAA Proceedings.

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J.C.Q.B.A.

ENTERED THIS _________ DAY OF
JUNE, A.D. 2010.

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CLERK OF THE COURT

125264-414327
DOCS #1345884 v. 4

SCHEDULE "A"

DEFINITIONS

"**Administrative Charge**" means the administration charge authorized to the maximum amount of $500,000 as provided for in the Initial Order;

"BIA" means the *Bankruptcy and Insolvency Act*, RSC 1985, c.B-3;

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in Calgary, Alberta;

"CCAA" means the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36;

"CCAA Proceedings" means the proceedings in respect of LP V before the Court commenced pursuant to the CCAA, the BIA and includes the Receivership Order and all proceedings taken in connection therewith;

"Certificate of Amendment" means the certificate to be filed under and pursuant to the provisions of the Partnership Act setting out and giving effect to, *inter alia*, the appointment of the New General Partner. as general partner of the Limited Partnership in the place of and in substitution for Current General Partner;

"Charges" means, collectively:

(a) the Receiver's Charge;

(b) the Receiver's Borrowing Charge;

(c) the El Golfo Charge;

(d) the Administrative Charge; and

(e) the New Inter-Company Advances Charge;

"Claim" means (i) any right or claim of any Person that may be made in whole or in part against the Applicants, or any of them, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind, in existence on, or which is based on, an event, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any other reason whatsoever against any property or assets, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed prior to the Filing

Date together with any other rights or claims not referred to above that, in whole or part, would have been claims provable in bankruptcy had the Applicants (or either of them) become bankrupt at the Filing Date, together with any other rights or claims, whether or not asserted, made after the Filing Date in any way, directly or indirectly related to any action taken or power exercised prior to the Filing Date;

"Claims Bar Date" means January 22, 2010;

"Claims Procedure Order" means the Order of the Court in the CCAA Proceedings dated December 14, 2009 as the same may be amended or supplemented from time to time which, among other things, established a procedure for the submission of Claims and the barring of Claims not submitted in accordance with, and within the applicable time period established by such Order;

"**Court**" means the Court of Queen's Bench of Alberta, Judicial District of Calgary;

"Creditor" means any Person with a Claim and may, where the context requires, include the assignee of a Claim recognized as a Creditor in accordance with the Claims Procedure Order, or a trustee, interim receiver, receiver and manager, liquidator or other Person acting on behalf of such Person;

"**Current General Partner**" means Wealthcrete Investment Corporation;

"Disputed David Aurora Claim" means the Claims of David Aurora in the aggregate amount of $1,169,254.63 in respect of which a proof of claim has been filed in a proper and timely manner in accordance with the Claims Procedure Order against, among others, the Applicants and which has been disputed by the Applicants and will be determined by the Court in accordance with the Claims Procedure Order;

"Disputed Former Insider Claims" means, collectively, the following claims:

(a) the claim lodged dated March 5, 2010 by 934608 Alberta Ltd., as purported assignee of Vincenzo Depalma, in the amount of $5,019,198.02;

(b) the claim lodged by Hardie & Kelly Inc., trustee of the Estate of Varun (Vinny) Aurora dated January 21, 2010 in the amount of $5,019,198.92; and

(c) the claim lodged by Hardie & Kelly Inc., trustee of the Estate of David Nelson Humeniuk dated January 21, 2010 in the amount of $4,453,069.89;

"Disputed Sandhu Claims" means, collectively:

(a) the claim lodged by 587901 Alberta Ltd. in the amount of $563,613 dated January 21, 2010;

(b) the claim lodged by Darcy Sandhu in the amount of $1,127,226 dated January 22, 2010;

(c) the claim lodged by 934608 Alberta Ltd. in the amount of $4,453,070 dated January 22, 2010; and

(d) the claim lodged by Darcy Sandhu in the amount of $566,129 dated January 22, 2010;

"Effective Date" means June 11, 2010;

"El Golfo Charge" means the El Golfo charge granted in the Initial Order

"Filing Date" means May 26, 2009;

"Initial Order" means the Order of the Court in the CCAA Proceedings dated July 29, 2009, as amended or supplemented from time to time, including without limitation, the Order dated October 29, 2009 granting the Applicants relief pursuant to the CCAA;

"Lands" means the lands legally described as Plan 8711689, Block 70, Lot 43, Excepting thereout all Mines and Minerals;

"Monitor" means Ernst & Young Inc., in its capacity as court-appointed monitor of the Applicants;

"New General Partner" means MEG Limited Investment Corp. or its nominee;

"New Inter-Company Advances Charge" means the new inter-company advances charge granted in the Initial Order;

"Person" means any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, syndicate or other entity, whether or not having legal status;

"Proof of Claim" means the form to be completed and filed by a Creditor in the form attached to the Claims Process Order;

"Property" has the meaning ascribed thereto in the Receivership Order;

"Receiver" means Ernst & Young Inc. in its capacity as court-appointed receiver and manager appointed pursuant to the Receivership Order;

"Receiver's Borrowing Charge" means the Receiver's borrowing charge granted in the Receivership Order;

"Receiver's Charge" means the Receiver's charge granted in the Receivership Order;

"Receivership Order" means, collectively, the interim receivership order granted by the Court dated June 9, 2009, the receivership order granted in the CCAA proceedings on July 29, 2009 as amended and restated by order of the Court dated December 14, 2009;

No. 0901-11048 A.D. 2009

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

ORDER

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Suite 3300, 421-7th Avenue S.W.
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Sean F. Collins
Phone: 403 260-3531
Fax: 403 260-3501

File No.: 125264-414327

125264-414327
DOCS #1345884 v. 4

SCHEDULE “F”

Action No. 0901-11048

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

BEFORE THE HONOURABLE	)	At the Court House, in the City of Calgary, in
MADAM JUSTICE B.E.C. ROMAINE	)	the Province of Alberta, on Wednesday, the
IN CHAMBERS	)	2nd day of June A.D. 2010

DISCHARGE ORDER

UPON THE APPLICATION of Ernst & Young Inc. the court-appointed Receiver and Manager (the "**Receiver**") of the entities listed in the attached Schedule "A" and the court-appointed Monitor (the "**Monitor**") of the entities listed in the attached Schedule "B" (the entities listed in Schedule "A" and Schedule "B" collectively, the "**Listed Entities**"); **AND UPON HEARING** read the Monitor's Eighth Report (the "**Eighth Report**") dated May 31, 2010, filed; **AND UPON HEARING** counsel to the Receiver, the Monitor and counsel for other interested parties;

IT IS HEREBY ORDERED AS FOLLOWS:

1. The time for service of the Notice of Motion and the Eighth Report herein be, and it is hereby abridged, to the date of actual service and that the service, including the manner of service of the application materials, be and is hereby approved and validated, that the application is properly returnable today and that all parties entitled to notice of this application have been properly served and further service thereof is hereby dispensed with.

2. All actions and conduct by the Receiver in respect of the entities listed in Schedule "A" are hereby approved. The Receiver has satisfied its obligations in respect of the entities listed in Schedule "A" including, without limitation, the requirement to review and investigate the entities listed in Part II to Schedule "A", under and pursuant to the terms of the orders granted in the within proceeding up to and including the date hereof and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any fraud, gross negligence or wilful misconduct on the part of the Receiver. Subject to the foregoing, any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.

3. The actions, conduct and activities of the Monitor outlined in the Eighth Report and in all previous reports filed by the Monitor in these proceedings are hereby approved.

4. The Receiver be and is hereby authorized to: (a) lodge claims with the Trustee in Bankruptcy of Varun Aurora and the Trustee in Bankruptcy of David Humeniuk on behalf of Concrete Equities Inc., El Golfo Investment Corporation, Luna Morada Investment Corporation, and Costa Koraal Investment Corporation in such amounts and on account of such claims as the Receiver deems advisable; and (b) in respect of the Listed Entities, settle the inter-entity accounts by issuing and accepting units to and from the applicable limited partnership in the amounts described in Appendix "C" to the Seventh Report as updated and supplemented by the Eighth Report in full and final satisfaction of all such inter-entity claims against such entities.

5. Ernst & Young Inc. shall be discharged from its duties as Receiver (over the entities listed in Schedule "A") and shall be discharged from its duties as Monitor (over the entities listed in Schedule "B") in these proceedings and shall hereafter have no further liabilities, obligations, responsibilities or duties in respect of the Listed Entities.

6. The Monitor and Receiver and its respective affiliates, and their respective officers, directors, employees and agents, attorneys and solicitors for the Monitor and Receiver, (collectively, the "Monitor Parties" and each a "Monitor Party") are hereby released and forever discharged from any and all claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of a Monitor Party in any way relating to, arising out of or in respect of the

performance or intended performance of the Monitor's mandate or any activity related to the within proceedings, save and except for any claim against a Monitor Party arising out of any gross negligence or wilful misconduct on the part of that Monitor Party.

7. No action or other proceeding in any way arising from or related to the performance or intended performance of the Monitor's or the Receiver's mandate or any activity in these proceedings shall be commenced against a Monitor Party except with prior leave of this Court and on prior written notice to the Monitor Party and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor Party in connection with any proposed action or proceeding.

8. All charges granted over the undertaking, property and assets of the Listed Entities in these proceedings are fully and finally terminated, discharged and released.

9. The fees and disbursements of the Monitor, the Receiver, and its counsel as outlined in the Monitor's Seventh Report and the Monitor's Eighth Report be and the same are hereby approved.

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J.C.Q.B.A.

ENTERED THIS ___ DAY OF JUNE,
A.D. 2010.

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CLERK OF THE COURT

125264-414327
DOCS #1361128 v. 1

SCHEDULE "A"

PART I – RECEIVERSHIP ENTITIES

1. Concrete Equities Inc.
2. Concrete Associates V Investment Corporation
3. Costa Koraal Investment Corporation
4. Luna Morada Investment Corporation
5. Concrete Equities Executive Club Inc.
6. 1456775 Alberta Ltd.
7. Concrete Place Properties Ltd.
8. Safeguard Real Estate Investment Fund VI Limited Partnerships
9. Conchas Chinas Real Estate Investment Fund Limited Partnership
10. Calle Mariposas Limited Partnership
11. Safeguard VIII Limited Partnership; and
12. Concrete Properties Limited Partnership

PART II – INVESTIGATION ENTITIES

1. Concrete Registered Investments Inc.;
2. Concrete RRSP Holdings Inc.;
3. Concrete Place Registered Corp.;
4. First and Tenth RRSP Corp.;
5. Glenway Registered Capital Corp.;
6. A.G. Registered Investments Corp.;
7. Concrete Associates VI Investment Corporation;
8. Safeguard Real Estate Investment Fund VII Limited Partnership;
9. Eleventh and Tenth Registered Capital Corp.;
10. Symot Registered Investments Corp.;

11. Santa Clara Registered Corp.;
12. Concrete Associates IX Corp.;
13. Concrete Foundation Fund Ltd.;
14. Concrete Foundation Fund Limited Partnership;
15. Glenair Registered Corp.;
16. Urban Registered Corp.;
17. Concor Pacific Inc.;
18. 1209063 Alberta Ltd.; and
19. Concrete Equities Management Inc.

SCHEDULE "B"

CCAA ENTITIES

1. Concrete Equities Inc.
2. Concrete Associates V Investment Corporation
3. El Golfo Investment Corporation
4. Costa Koraal Investment Corporation
5. Luna Morada Investment Corporation
6. Concrete Equities Executive Club Inc.
7. 1456775 Alberta Ltd.

No. 0901-11048 A.D. 2009

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

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

AND IN THE MATTER OF CONCRETE EQUITIES INC., WEALTHCRETE INVESTMENT CORPORATION, CONCRETE ASSOCIATES INVESTMENT CORPORATION, CONCRETE ASSOCIATES 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.

DISCHARGE ORDER

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Suite 3300, 421-7th Avenue S.W.
Calgary AB T2P 4K9

Sean F. Collins
Phone: 403 260-3531
Fax: 403 260-3501

File No.: 125264-414327

SCHEDULE "G"

Action No. 0901-11048

IN THE MATTER OF CONCRETE EQUITIES INC., *et al*
SERVICE LIST

Name and Company	Contact Information	Notes
Neil Narfarson Ernst & Young	Address: Ernst & Young Tower 1000, 440 - 2nd Avenue SW Calgary, AB T2P 5E9 Phone: (403) 290-4100 Fax: (403) 290-4265 Email: neil.narfason@ca.ey.com	Monitor and Receiver
Michelle Grant **Kevin Meyler** **Alex Corbett**	E-Mail: michelle.grant@ca.ey.com E-Mail: Kevin.e.meyler@ca.ey.com E-Mail: alex.b.corbett@ca.ey.com	
Sean Collins McCarthy Tétrault LLP	Address: 3300, 421- 7th Avenue S.W. Calgary, Alberta T2P 4K9 Phone: (403) 260-3531 Fax: (403) 260-3501 Email: scollins@mccarthy.ca	Solicitors for the Monitor and Receiver
Dean Hutchison MacPherson Leslie Tyerman LLP	Address: 4505, 400-3rd Avenue S.W. Calgary, Alberta T2P 4H2 Phone: (403) 693-4305 Fax: (403) 508-4349 E-Mail: dhutchison@mlt.com	Special Counsel to Monitor and Receiver (regarding Strategic Equity Claims)
Blair Yorke-Slader Bennett Jones	Address: 4500, 855 - 2nd Street S.W. Calgary, AB T2P 4K7 Phone: (403) 298-3291 Fax: (403) 265-7219 Email: yorkesladerb@bennettjones.com	Solicitors for certain limited partners
Chris Simard Bennett Jones	Address: 4500, 855 - 2nd Street S.W. Calgary, AB T2P 4K7 Phone: (403) 298-3100 Fax: (403) 265-7219 Email: simardc@bennettjones.ca	Solicitors for The Standard Life Mortgage Company of Canada
James Peacock, QC Gowling Lafleur Henderson LLP	Address: 1400 Scotia Centre 700 - 2nd Street S.W. Calgary, AB T2P 4V5 Phone: (403) 292-9807 Fax: (403) 263-9193 (403) 263-9193 Email: james.peacock@gowlings.com	Solicitors for Strategic Equities Inc., *et al*

Name and Company	Contact Information	Notes
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Andrew K. Macaig Borden Ladner Gervais LLP	Address: 1000, 400-3rd Avenue S.W. Calgary, AB T2P 4H2 Phone: (403) 232-9608 Fax: (403) 266-1395 Email: amaciag@blgcanada.com	Solicitors for Citizens Bank of Canada
Jean Monardo Institutional Mortgage Servicing Inc.	Address: 5300, 199 Bay Street Toronto, ON M5L 1B6 Phone: (416) 814-6767 Fax: (416) 814-6767 Email: jean.monardo@imcapital.com	Computershare Trust Company of Canada, Custodian for the holders of Real Estate Asset Liquidity Trust Commercial Mortgage Pass-Through Certificates, Series 2005—2
David Wood Stikeman Elliott LLP	Address: 4300 Bankers Hall West 888-3rd Street S.W. Calgary, AB T2P 5C5 Phone: (403) 266-9068 Fax: (403) 266-0379 Email: dwood@stikeman.com	Solicitors for Lender and Computershare Trust Company of Canada, Custodian for holders of Merrill Lynch Financial Assets Inc. Commercial Mortgage Pass-Through Certificates, Series 2007-Canada 21
Jennifer Blanchard Macleod Dixon LLP	Address: 3700, 400-3rd Avenue S.W. Calgary, AB T2P 4H2 Phone: (403) 267-8222 Fax: (403) 264-5973 Email: Jennifer.blanchard@macleoddixon.com	Trumpet Capital Corp.
Howard Samoil Alberta Justice	Address: 8th Floor, 9820-106 Street Edmonton, AB T5K 2J6 Phone: (780) 415-9369 Fax: (780) 427-4343 Email: howard.samoil@gov.ab.ca	
Patrick Fitzpatrick Burstall Winger LLP	Address: 1600, 333-7th Avenue S.W. Calgary, AB T2P 2Z1 Phone: 403-234-3327 Fax: 403-265-8565 E-Mail: fitzpatrick@burstall.com	Solicitors for Debenture Holders of Safeguard Real Estate Investment Fund VI Limited Partnership
Patrick T. McCarthy, Q.C. Borden Ladner Gervais LLP	Address: 1000, 400-3rd Avenue S.W. Calgary, Alberta T2P 4H2 Phone: 403-232-9719 Fax: 403-266-1395 E-Mail: pmccarthy@blgcanada.com	Solicitors for Mr. Sandhu and related companies

Name and Company	Contact Information	Notes
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Larry B. Robinson, Q.C. Davis LLP	Address: 1999m 250-2nd Street S.W. Calgary, AB T2P 0C1 Phone: (403) 698-8715 Fax: (403) 296-4474 E-Mail: larry.robinson@davis.ca	Solicitors for Vincenzo De Palma
Malinda Yuen	E-Mail: myuen@davis,ca	
Douglas H. Shell, Q.C. Davis LLP	Address: 1201 Scotia Tower 2 10060 Jasper Avenue Edmonton AB T5J 4E5 Phone: (780) 429-6811 Fax: (780) 702-4360 E-Mail: dshell@davis.ca	Solicitors for CIBC Mortgages Inc.
Matthew Simpson Blake, Cassels & Graydon LLP	Address: 3500, 855-2nd Street S.W. Calgary, AB T2P 4J8 Phone: (403) 260-9749 Fax: (403) 260-9700 E-Mail: matthew.simpson@blakes.com	Solicitors for Hardie & Kelly Inc. Trustee in Bankruptcy of Varun Aurora and David Humeniuk

No. 0901-11048 A.D. 2010

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

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

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

NOTICE OF MOTION

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File No.: 125264-414327

125264-414327
DOCS #1358773 v. 1