Ernst & Young Inc.
Ernst & Young Tower
1000, 440- 2nd Avenue SW
Calgary, AB T2P 5E9
Tel: (403) 206-5001
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www.ey.com

INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF THE APPLICANTS LISTED HEREIN
(hereinafter referred to as the "Applicants")

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.
CONCRETE PLACE PROPERTIES LTD.
CONCHAS CHINAS REAL ESTATE INVESTMENT FUND LP
SAFEGUARD REAL ESTATE INVESTMENT FUND LP
SAFEGUARD REAL ESTATE INVESTMENT FUND II LP
SAFEGUARD REAL ESTATE INVESTMENT FUND III LP
SAFEGUARD REAL ESTATE INVESTMENT FUND IV LP
SAFEGUARD REAL ESTATE INVESTMENT FUND V LP
SAFEGUARD REAL ESTATE INVESTMENT FUND VI LP
SAFEGUARD REAL ESTATE INVESTMENT FUND VIII LP
SANTA CLARA REAL ESTATE INVESTMENT FUND LP
CALLE MARIPOSAS LIMITED PARTNERSHIP
CONCRETE PROPERTIES LIMITED PARTNERSHIP
CONCRETE ASSOCIATES VIII CORP.

A. Claims Process

By order of the Court of Queen's Bench, Judicial District of Calgary dated December 14, 2009 (the "**Claims Process Order**"), which is attached hereto without Schedules (other than Schedule "A"), under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") the Monitor has been authorized to conduct a claims process (the "**Claims Process**"). A copy of the Claims Process Order may be found on the Monitor's website at: www.ey.com/ca/concrete.This letter provides instructions for completing the Proof of Claim. For your information, at this point, there is no proposed plan under the CCAA or any other immediate distribution as the Applicants are still assessing their options. Defined terms which are not defined herein shall have the meaning ascribed thereto in the Claims Process Order.

The Claims Process is intended for any Person asserting a Pre-Filing Claim of any kind or nature whatsoever against an Applicants arising before the applicable Filing Date, and any Subsequent Claim arising after the Filing Date as a result of a disclaimer or repudiation after the Filing Date of any contract,

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lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

All enquiries with respect to the Claims Process should be addressed to:

Ernst & Young Inc., the Court-appointed Monitor
Of Concrete Equities Inc. *et al*
Attn: Mr. Alex Corbett
Ernst &Young Tower
1000, 440-2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: alex.b.corbett@ca.ey.com
Fax: (403) 206-5075

B. For Creditors Submitting a Proof of Claim

To avoid the barring and extinguishment of any Claim you may have against an Applicant you are required to file a Proof of Claim with the Monitor at the address indicated above, in the form attached hereto so as to be received by 5:00 p.m. (Mountain Time) on January 22, 2010 (the "**Claims Bar Date**").

To avoid the barring and extinguishment of any Subsequent Claim you may have against an Applicant, you are required to file a Proof of Claim, in the form attached hereto, so as to be received by the later of: (a) the Claims Bar Date, and (b) 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of the applicable repudiation or disclaimer (the "**Subsequent Claims Bar Date**").

A separate Proof of Claim must be filed for a Claim against each of the Applicants.

Additional Proof of Claim forms can be found on the Monitor website at www.ey.com/ca/concrete or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE OR SUBSEQUENT CLAIMS BAR DATE, AS APPLICABLE, WILL BE BARRED AND EXTINGUISHED FOREVER, UNLESS OTHERWISE ORDERED BY THE COURT.

Yours truly,

Ernst & Young Inc., in its capacity as Court-Appointed
Monitor of the Applicants

Action No. 0901-11048

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED, 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., CONCRETE PLACE PROPERTIES LTD. and CONCRETE ASSOCIATES VIII CORP.

BEFORE THE HONOURABLE MADAM JUSTICE B.E.C. ROMAINE IN CHAMBERS	))))	AT THE CALGARY COURTS CENTRE, IN THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA ON MONDAY, THE 14TH DAY OF DECEMBER, 2009

I hereby certify this to be a true copy of the original Order
Dated this 14 day of Dec 09
for Clerk of the Court

CLAIMS PROCESS O R D E R

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as Receiver and Manager and Monitor (collectively, the "Monitor") 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., Concrete Place Properties Ltd., Safeguard Real Estate Investment Fund LP, Safeguard Real Estate Investment Fund II LP, Safeguard Real Estate Investment Fund III LP, Safeguard Real Estate Investment Fund IV LP, Safeguard Real Estate Investment Fund V LP, Safeguard Real Estate Investment Fund VI LP, Safeguard Real Estate Investment Fund VIII LP, Santa Clara Real Estate Investment Fund LP, Calle Mariposas Limited

Partnership, Concrete Properties Limited Partnership, Concrete Associates VIII Corp. (collectively, “Concrete” or the "Applicants") for an Order approving a claims process (the "**Claims Process**") outlined in Schedule "A" hereto and bar date for Creditors of Concrete; **AND UPON** all capitalized terms not otherwise defined herein having the meaning assigned to them in the Claims Process; **AND UPON** having read (i) the Notice of Motion, filed, and (ii) the Third Report of the Monitor; filed; **AND UPON** hearing counsel for the Monitor, and counsel present for other parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the Notice of Motion dated December 10, 2009 and materials in support thereof is hereby abridged, if necessary, this application is properly returnable today and further service of the Notice of Motion, other than to those listed on the Service List attached to the Notice of Motion, is hereby dispensed with.

APPROVAL OF CLAIMS PROCEDURE

2. The Claims Process set forth in the attached Schedule "A" for determining claims of creditors is hereby approved and the Monitor is authorized and directed to implement the Claims Process.

3. The form of Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute and Newspaper Notice, set forth in the attached Schedule "B", Schedule "C", Schedule "D", Schedule "E" and Schedule "F", respectively, are hereby approved.

CLAIMS BAR

4. Any Creditor who fails to file a Proof of Claim in respect of a Pre-Filing Claim, in accordance with this Order and the Claims Process on or before the Claims Bar Date, shall except as may be further ordered by this Court:

(a) be forever barred, estopped and enjoined from asserting or enforcing any Pre-Filing Claim (or filing a Proof of Claim with respect to such Pre-Filing Claim) against any of the Applicants and such Pre-Filing Claim shall be forever extinguished; and

(b) not be entitled to receive further notice in these proceedings.

5. Any Creditor who fails to file a Proof of Claim in respect of a Subsequent Claim in accordance with this Order and the Claims Process on or before the Subsequent Claims Bar Date, shall, except as may be further ordered by this Court,

(a) be forever barred, estopped and enjoined from asserting or enforcing any Subsequent Claim (or filing a Proof of Claim with respect to such Subsequent Claim) against any of the Applicants and such Subsequent Claim shall be forever extinguished; and

(b) not be entitled to receive further notice in these proceedings.

FILING OF PROOFS OF CLAIM

6. A Proof of Claim shall be deemed timely filed only if delivered by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so as to actually be received by the Monitor and Receiver on or before the applicable Bar Date.

NOTICE OF TRANSFEREES

7. If a Creditor or any subsequent holder of a Pre-Filing Claim or Subsequent Claim who has been acknowledged by the relevant Applicant, with the consent of the Monitor, as the holder of the Pre-Filing Claim or Subsequent Claim transfers or assigns that Pre-Filing Claim or Subsequent Claim to another Person, the Monitor shall not be required to give notice to or to otherwise deal with the transferee or assigning of the Pre-Filing Claim or Subsequent Claim as the holder of such Pre-Filing Claim or Subsequent Claim unless and until actual notice of transfer or assignment together with satisfactory evidence of such transfer or assignment, has been delivered to the relevant Applicant and the Monitor and Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Pre-Filing Claim or Subsequent Claim and shall be bound by notices given and steps taken in respect of such Pre-Filing Claim or Subsequent Claim in accordance with the provisions of this Order.

8. If a Creditor or any subsequent holder of a Pre-Filing Claim or Subsequent Claim who has been acknowledged by the Monitor, as the holder of the Pre-Filing Claim or Subsequent Claim, transfers or assigns the whole of such Pre-Filing Claim to more than one Person or part of such Pre-Filing Claim or Subsequent Claim to another Person or Persons, such transfers or assignments shall not create separate Pre-Filing Claims or Subsequent Claims and such Pre-Filing Claims and Subsequent Claims shall continue to constitute and be dealt with as a single Pre-Filing Claim or Subsequent Claim notwithstanding such transfers or assignments. The Monitor shall not, in each

such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Pre-Filing Claim or Subsequent Claim only as a whole and then only to and with the person last holding such Pre-Filing Claim or subsequent Claim provided such Creditor may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Pre-Filing Claim or Subsequent Claim, but only as a whole, shall be dealt with by a specified Person and, in such event, such Personal shall be bound by any notices given or steps taken in respect of such Pre-Filing Claim or Subsequent Claim with such Creditor in accordance with the provisions of this Order.

NOTICE AND COMMUNICATION

9. Except as otherwise provided herein, the Monitor may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or e-mail to such Creditors or Persons at the address last shown on the books and records of the Applicants, and that any such service or notice by courier, personal delivery, facsimile or e-mail shall be deemed to be received on the next Business Day following the date of forwarding thereof, or, if sent by ordinary mail on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.

10. Any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission addressed to:

Ernst & Young Inc., Monitor of
Concrete Equities Inc. *et al*
Attn: Mr. Alex Corbett
Ernst &Young Tower
1000, 440-2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: alex.b.corbett@ca.ey.com
Fax: (403) 206-5075

11. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

12. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by personal delivery or courier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

GENERAL

13. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Dispute are completed and executed and may, if they are satisfied that a Pre-Filing Claim or Subsequent Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the completion and execution of Proofs of Claim and Notices of Dispute.

14. References in this Order to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include he other gender.

15. Notwithstanding the terms of this Order, the Monitor may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace the Claims Process or this Order and to establish a process for the determination of the Excluded Claims.

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

ENTERED this 14 day of
December, 2009.

K. MCAUSLAND COURT SEAL
CLERK OF THE COURT

125264-414327
DOCS #879152 v. 4

SCHEDULE "A"

CLAIMS PROCESS

DEFINITIONS

1. For purpose of this Claims Process the following terms shall have the following meanings:

   (a) "**Applicants**" means 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., Concrete Place Properties Ltd., Safeguard Real Estate Investment Fund LP, Safeguard Real Estate Investment Fund II LP, Safeguard Real Estate Investment Fund III LP, Safeguard Real Estate Investment Fund IV LP, Safeguard Real Estate Investment Fund V LP, Safeguard Real Estate Investment Fund VI LP, Safeguard Real Estate Investment Fund VIII LP, Santa Clara Real Estate Investment Fund LP, Calle Mariposas Limited Partnership, Concrete Properties Limited Partnership, Concrete Associates VIII Corp. and "Applicant" shall mean one of the foregoing;

   (b) "**Bar Dates**" means the Claims Bar Date and Subsequent Claims Bar Date;

   (c) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;

   (d) "**CCAA**" means the *Companies' Creditors arrangement Act*, R.S.C. 1985, c. C-36, as amended;

   (e) "**Claim**" means (i) any right or claim of any Person that may be asserted or made in whole or in part against any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including, without limitation, by reason of the commission of a tort (intentional or unintentional) by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, 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, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, had the Applicants become bankrupt and (ii) any Tax Claim; for greater certainty, a Creditor entitled to claim for interest under its applicable agreement with the Applicants may claim for interest that has accrued on its Claim as of the Filing Date, but no claim for interest shall be made for interest accruing after that date;

(f) "**Claims Bar Date**" means 5:00 p.m. (Mountain Time) on January 22, 2010 or such other date as may be ordered by the Court;

(g) "**Claims Package**" means the document package which shall include a copy of the Instruction Letter, a Proof of Claim and such other materials as the Monitor considers necessary or appropriate;

(h) "**Claims Process**" means the procedures outlined herein in connection with the assertion of Pre-Filing Claims or Subsequent Claims against one or more of the Applicants:

(i) "**Claims Process Order**" means the Order granted by Madam Justice B.E.C. Romaine of the Alberta Court of Queen's Bench on •, 2009 approving the Claims process;

(j) "**Court**" means the Alberta Court of Queen's Bench;

(k) "**Creditor**" means any Person asserting a Pre-Filing Claim;

(l) "**Dispute Package**" means, with respect to any Pre-Filing Claim or Subsequent Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;

(m) "**Excluded Claim**" means (i) any Claim secured by the Administration Charge and the Directors' Charge (as each of the foregoing terms are defined in the Initial Order); (ii) the Receiver's Charge and Receiver's Borrowing Charge granted in the Receivership Order; (iii) any Claim of Creditors with respect to goods and/or services provided to the Applicants on or after the applicable Filing Date; (iv) any other Claims arising solely as a result of events occurring after the Filing Date (other than Subsequent Claims) and (v) any inter-entity debt claims between the Applicants, Limited Partnerships and Related Entities;

(n) "**Filing Date**" means the date set out next to the applicable Applicant as set out in Schedule "A1";

(o) "**Initial Order**" means the Initial Order granted on July 29, 2009 by Madam Justice B.E.C. Romaine of the Alberta Court of Queens Bench in Action No. 0901-11048.

(p) "**Instruction Letter**" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as Schedule "B";

(q) **"Known Creditors"** means Creditors which the books and records of the Applicants disclose were owed money or the performance of obligations by the Applicants, or any one of them, as of the applicable Filing Date which obligation remains unpaid in whole or in part;

(r) **"Limited Partnerships"** shall have the same meaning as in the Receivership Order;

(s) **"Monitor"** means Ernst & Young Inc., in its capacity as the Court-appointed Monitor and Receiver of the Applicants;

(t) **"Newspaper Notice"** means the notice of the Claims Process to be published in the newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Schedule "F";

(u) **"Notice of Dispute"** means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "E";

(v) **"Notice of Repudiation or Disclaimer"** means a written notice in any form issued on or after the applicable Filing Date by or in respect of any of the Applicants advising a Person of the disclaimer or repudiation of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement(s) related thereto. For the purposes of the Claims Process Order only, an agreement on or after the applicable Filing Date restructuring or amending a contract, lease, employment agreement, or other arrangement or agreement or any nature whatsoever, which by its terms expressly provides for a reservation of a Subsequent Claim in these proceedings, shall be deemed to be a Notice of Repudiation or Disclaimer;

(w) **"Notice of Revision or Disallowance"** means the notice that may be delivered to a Creditor revising or rejecting such Creditor's Pre-Filing Claim or Subsequent Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "D";

(x) **"Person"** shall be broadly interpreted and includes an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government or a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual;

(y) **"Pre-Filing Claim"** means any Claim other than (i) an Excluded Claim, and a (ii) Subsequent Claim;

(z) **"Proof of Claim"** means the form to be completed and filed by a Creditor setting forth its Pre-Filing Claim or Subsequent Claim, which proof of claim shall be substantially in the form attached to the Claims Process Order as Schedule "C";

(aa) **"Proven Claim"** means the amount, status and/or validity of the Claim of a Creditor as finally determined in accordance with this Claims Process (a Proven Claim will be "finally determined" in accordance with this Claims Process when (i) it has been accepted by the Monitor in respect of the relevant Applicant, (ii) the applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance issued by the Monitor in respect of the relevant Applicant has expired and no Notice of Dispute has been filed in accordance with this Order, or (iii) any court of competent jurisdiction has made a determination with respect to the amount, status and/or validity of the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any (and all) such appeal(s) or motion(s) shall have been dismissed, determined or withdrawn;

(bb) **"Receivership Order"** means the Order granted in these proceedings on July 29, 2009 appointing Ernst & Young Inc. as receiver and Manager over the assets, property and undertaking of the Applicants and Limited Partnerships;

(cc) **"Related Entities"** shall have the same meaning as in the Receivership Order;

(dd) **"Subsequent Claim"** means any Claim arising after the applicable Filing Date as a result of the disclaimer or repudiation after the applicable Filing Date of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto;

(ee) **"Subsequent Claims Bar Date"** means the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of the Notice of Repudiation or Disclaimer;

(ff) **"Tax"** or **"Taxes"** means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other changes and additions with respect to such amount;

(gg) **"Taxing Authorities"** means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and "Taxing Authority" means any one of the Taxing Authorities;

(hh) "**Tax Claim**" means any Claim against the Applicants for any Taxes in respect of any taxation year or period ending on or prior to the applicable Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any Taxes in respect of or attributable to the proportion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto; and

(ii) "**Website**" shall mean the Monitor and Receiver's website located at www.ey.com/ca/concrete.

NOTICE OF CLAIMS PROCESS

2. The Monitor shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, fax, or email on or before December 18, 2009.

3. The Monitor shall cause the Newspaper Notice to be published in the Calgary *Herald* on or prior to December 22, 2009.

4. The Monitor shall cause the Claims Package to be posted on the Receiver's Website commencing on or before December 15, 2009.

5. The Monitor hall cause the Claims Package to be sent to each Creditor with a Subsequent Claim by regular prepaid mail, fax, or email within 5 days of the date of the Notice of Repudiation or Disclaimer.

6. The Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

FILING OF PROOFS OF CLAIM

7. Every Creditor asserting a Pre-Filing Claim against an Applicant shall set out its aggregate Pre-Filing Claim in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor no later than the Claims Bar Date.

8 Every Creditor asserting a Subsequent Claim against an Applicant shall set out its aggregate Subsequent Claim in a Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor no later than the Subsequent Claims Bar Date.

FORM OF PROOFS OF CLAIM

9. Each Creditor shall file a separate Proof of Claim in respect of each Applicant.

10. Any Pre-Filing Claim or Subsequent Claim set out in a Proof of Claim shall be denominated in Canadian dollars, failing which such Pre-Filing Claim or Subsequent Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as at the Filing Date for the applicable Applicant.

DETERMINATION OF CLAIMS AND SUBSEQUENT CLAIMS

Review of Proofs of Claim

11. The Monitor shall review each Proof of Claim received by the Claims Bar Date or Subsequent Claims Bar Date, as applicable, and subject to paragraph 12 shall accept, revise or disallow the Pre-Filing Claim or Subsequent Claim.

12. The Monitor may attempt to consensually resolve the classification and amount of any Pre-Filing Claim or Subsequent Claim with the Creditor prior to the Monitor accepting, revising or disallowing such Pre-Filing Claim or Subsequent Claim.

13. If the Monitor accepts the Pre-Filing Claim or Subsequent Claim, then such Pre-Filing Claim or Subsequent Claim shall be a Proven Claim.

Notices or Revision or Disallowance

15. If the Monitor determines to revise or disallow a Pre-Filing Claim or Subsequent Claim the Monitor shall send a Notice of Revision or Disallowance to the Creditor on or before 5:00 p.m. (Mountain Time) on February 3, 2010.

Notice of Dispute

16. Any Creditor who disputes the classification or amount of its Pre-Filing Claim or Subsequent Claim as set forth in a Notice of Revision or Disallowance shall deliver a Notice of Dispute to the Monitor by 5:00 p.m. (Mountain Time) on February 12, 2010. If a Creditor delivers a Notice of Dispute to the Monitor the Creditor must thereafter file and serve on the Monitor a Notice of Motion in the Court of Queen's Bench of Alberta Judicial District of Calgary, returnable within fifteen days after it delivered a Notice of Dispute for determination of the disputed Claim.

17. Any Creditor who fails to deliver a Notice of Dispute or Notice of Motion by the deadlines set forth in paragraph 16 shall be deemed to accept the classification and the amount of its Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance and such Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance shall constitute a Proven Claim.

Resolution of Claims and Subsequent Claims

18. Upon receipt of a Notice of Dispute or Notice of Motion, as the case may be, the Monitor may attempt to consensually resolve the classification and amount of the Pre-Filing Claim or Subsequent Claim with the Creditor.

19. If the Monitor and the Creditor consensually resolve the classification and amount of the Pre-Filing Claim or Subsequent Claim, the Monitor may accept a revised Pre-Filing Claim or Subsequent Claim, and such Pre-Filing Claim or Subsequent Claim will constitute a Proven Claim.

SCHEDULE "A1" – FILING DATES

Applicant	Filing Date
Wealthcrete Investment Corporation	May 26, 2009
Concrete Associates Investment Corporation	May 26, 2009
Concrete Associates II Investment Corporation	May 26, 2009
Concrete Associates III Investment Corporation	May 26, 2009
Concrete Associates IV Investment Corporation	May 26, 2009
Concrete Associates V Investments Corporation	May 26, 2009
Safeguard Real Estate Investment Fund LP	May 26, 2009
Safeguard Real Estate Investment Fund II LP	May 26, 2009
Safeguard Real Estate Investment Fund III LP	May 26, 2009
Safeguard Real Estate Investment Fund IV LP	May 26, 2009
Safeguard Real Estate Investment Fund V LP	May 26, 2009
Concrete Equities Inc.	July 29, 2009
El Golfo Investment Corporation	July 29, 2009
Costa Koraal Investment Corporation	July 29, 2009
Luna Morada Investment Corporation	July 29, 2009
Concrete Associates VIII Corp.	July 29, 2009
Concrete Equities Executive Club Inc.	July 29, 2009
1456775 Alberta Ltd.	July 29, 2009
Safeguard Real Estate Investment Fund VI LP	July 29, 2009
Santa Clara Real Estate Investment Fund LP	July 29, 2009
Conchas Chinas Real Estate Investment Fund LP	July 29, 2009
Calle Mariposas Limited Partnership	July 29, 2009
Concrete Place Properties Ltd.	July 29, 2009
Concrete Place LP	July 29, 2009

PROOF OF CLAIM AGAINST THE APPLICANTS LISTED HEREIN.
(hereinafter referred to as the "Applicants")

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.
CONCRETE PLACE PROPERTIES LTD.
CONCHAS CHINAS REAL ESTATE INVESTMENT FUND LP
SAFEGUARD REAL ESTATE INVESTMENT FUND LP
SAFEGUARD REAL ESTATE INVESTMENT FUND II LP
SAFEGUARD REAL ESTATE INVESTMENT FUND III LP
SAFEGUARD REAL ESTATE INVESTMENT FUND IV LP
SAFEGUARD REAL ESTATE INVESTMENT FUND V LP
SAFEGUARD REAL ESTATE INVESTMENT FUND VI LP
SAFEGUARD REAL ESTATE INVESTMENT FUND VIII LP
SANTA CLARA REAL ESTATE INVESTMENT FUND LP
CALLE MARIPOSAS LIMITED PARTNERSHIP
CONCRETE PROPERTIES LIMITED PARTNERSHIP
CONCRETE ASSOCIATES VIII CORP.

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed in the Claims Process Order dated December 14, 2009 as may be amended from time to time

A. Particulars of Creditor:

2. Full Legal Name of Creditor:___________________________________ (the "**Creditor**") (*Full legal name should be the name of the original Creditor of the relevant Applicant, regardless of whether an assignment of a Claim has been made, or a portion thereof, has occurred prior to or following the applicable Filing Date.*)

3. Full Mailing Address of the Creditor (*the original Creditor, not the Assignee*):

____

____

____

____

4. Telephone Number: ______________________________

Email Address: ______________________________

Fax Number: ______________________________

Attention (Contact): ______________________________

5. Has the claim set out herein been sold, transferred or assigned by the Creditor to another party?

Yes: ☐ No: ☐

B. Particulars of Assignment(s) (if any):

1. Full Legal Name of Assignee(s):
(If a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please find attached a separate sheet with the required information.)

2. Full Mailing Address of Assignee(s): ______________________________

3. Telephone Number of Assignee(s): ______________________________

4. Fax Number: ______________________________

5. Attention (Contact Person): ______________________________

C. Proof of Claim

I, ______________________________, *(name of individual Creditor or Representative of Corporate Creditor), of* ____________________ *(City, Province or State)* do hereby certifiy :

(a) that:

☐ I am the creditor of ______________________________.;
OR

☐ I am ______________________________*(state position or title)* of the creditor, ______________________________ *(name of creditor)*.

(b) that I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) the Creditor asserts its claim against:

- ☐ 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.
- ☐ Concrete Place Properties Ltd.
- ☐ Conchas Chinas Real Estate Investment Fund LP
- ☐ Safeguard Real Estate Investment Fund LP
- ☐ Safeguard Real Estate Investment Fund II LP
- ☐ Safeguard Real Estate Investment Fund III LP
- ☐ Safeguard Real Estate Investment Fund IV LP
- ☐ Safeguard Real Estate Investment Fund V LP
- ☐ Safeguard Real Estate Investment Fund VI LP
- ☐ Safeguard Real Estate Investment Fund VIII LP
- ☐ Santa Clara Real Estate Investment Fund LP
- ☐ Calle Mariposas Limited Partnership
- ☐ Concrete Properties Limited Partnership
- ☐ Concrete Associates VIII Corp.

(d) The Applicant was and still is indebted to the Creditor as follows:

(i) PRE-FILING CLAIM:

_______________________________ (*insert value of Claim*)
(*Currency*)

(ii) SUBSEQUENT CLAIM:

_______________________________ (*insert value of Claim)*
(Currency)

(*Claim arising after the applicable Filing Date resulting from the disclaimer or repudiation after the applicable Filing Date of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto*)

(iii) TOTAL CLAIM(S) _______________________________
(Currency)

(*Note: Claims in a foreign currency are to be converted to Canadian Dollars at the noon spot rate of the Bank of Canada as at the applicable Filing Date.*)

D. Nature of Claim:

(*Check and complete appropriate category)*

☐ A. UNSECURED CLAIM OF: $____________________.

That in respect of this debt, no assets of the Applicants are pledged as security and *(Check appropriate description)*

[___] Regarding the amount of $____________________, I do not claim a right to priority.

[___] Regarding the amount of $____________________, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or would claim such a priority if this Proof of Claim was being filed in accordance with the BIA (please see attached schedule setting out section 136 of the BIA).

☐ B. SECURED CLAIM OF: $__________

That in respect of the said debt, assets of the Applicant valued at $_______ are pledged to me as security, particulars which are as follows:

(*Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents*).

☐ C. CLAIM BY WAGE EARNER OF: $____________

That I hereby make a claim under subsection 81(4) of the **BIA** in the amount of $______________.

*(Set out on an attached sheet details to support claim pursuant to section 81.4(1) of the **BIA**.)*

E. Particulars of Claim

Other than as already set out herein, the particulars of the undersigned's total Pre-Filing Claim and/or Subsequent Claim are attached.

(*Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, and amount of invoices, particulars of all creditors, discounts, etc. claimed, description of the security, if any, granted by the relevant Applicant to the Creditor and estimated value of such security, particulars of any restructuring claim.*)

F. Filing of Claims

This Proof of Claim form must be received by the Monitor by no later than 5:00 p.m. **(Mountain Time) on January 22, 2010** (the "**Claims Bar Date**").

Proofs of Claim for Subsequent Claims arising after the applicable Filing Date resulting from a disclaimer or repudiation after the applicable Filing Date of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto, must be received by the later of: **(a) the Claims Bar Date and (b) by 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of the applicable repudiation or disclaimer (the "Subsequent Bar Date").**

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE OR SUBSEQUENT CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING <u>BARRED</u> AND <u>EXTINGUISHED</u> FOREVER UNLESS OTHERWISE ORDERED BY THE COURT AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE APPLICANTS.

This Proof of Claim must be delivered by registered mail, personal delivery, e-mail (in PDF format), courier, facsimile transmission at the following address:

Ernst & Young Inc., the Court-appointed Monitor
of Concrete Equities Inc. *et al*
Attn: Mr. Alex Corbett
Ernst &Young Tower
1000, 440-2nd Avenue S.W.
Calgary, Alberta T2P 5E9

Fax: (403) 206-5075

or by email to Alex Corbett at alex.b.corbett@ca.ey.com.

DATED this ______ day of____________________,20__.

Name of Creditor:

____

____
Witness Signature

Per:______________________________
Name:______________________________
Title:______________________________
(please print)

Schedule to the Proof of Claim Form

Bankruptcy and Insolvency Act
PART V: ADMINISTRATION OF ESTATES
Scheme of Distribution

Priority of claims

136. (1) Subject to the rights of secured creditors, the proceeds realized from the property of a bankrupt shall be applied in priority of payment as follows:

(*a*) in the case of a deceased bankrupt, the reasonable funeral and testamentary expenses incurred by the legal representative or, in the Province of Quebec, the successors or heirs of the deceased bankrupt;

(*b*) the costs of administration, in the following order,

(i) the expenses and fees of any person acting under a direction made under paragraph 14.03(1)(*a*),

(ii) the expenses and fees of the trustee, and

(iii) legal costs;

(*c*) the levy payable under section 147;

(*d*) wages, salaries, commissions or compensation of any clerk, servant, travelling salesman, labourer or workman for services rendered during the six months immediately preceding the bankruptcy to the extent of two thousand dollars in each case, together with, in the case of a travelling salesman, disbursements properly incurred by that salesman in and about the bankrupt's business, to the extent of an additional one thousand dollars in each case, during the same period, and for the purposes of this paragraph commissions payable when goods are shipped, delivered or paid for, if shipped, delivered or paid for within the six month period, shall be deemed to have been earned therein;

(*d*.1) claims in respect of debts or liabilities referred to in paragraph 178(1)(*b*) or (*c*), if provable by virtue of subsection 121(4), for periodic amounts accrued in the year before the date of the bankruptcy that are payable, plus any lump sum amount that is payable;

(*e*) municipal taxes assessed or levied against the bankrupt, within the two years immediately preceding the bankruptcy, that do not constitute a secured claim against the real property or immovables of the bankrupt, but not exceeding the value of the interest or, in the Province of Quebec, the value of the right of the bankrupt in the property in respect of which the taxes were imposed as declared by the trustee;

(*f*) the lessor for arrears of rent for a period of three months immediately preceding the bankruptcy and accelerated rent for a period not exceeding three months following the bankruptcy if entitled to accelerated rent under the lease, but the total amount so payable shall not exceed the realization from the property on the premises under lease, and any payment made on account of accelerated rent shall be credited against the amount payable by the trustee for occupation rent;

(*g*) the fees and costs referred to in subsection 70(2) but only to the extent of the realization from the property exigible thereunder;

(*h*) in the case of a bankrupt who became bankrupt before the prescribed date, all indebtedness of the bankrupt under any Act respecting workers' compensation, under any Act respecting unemployment insurance or under any provision of the *Income Tax Act* creating an obligation to pay to Her Majesty amounts that have been deducted or withheld, rateably;

(*i*) claims resulting from injuries to employees of the bankrupt in respect of which the provisions of any Act respecting workers' compensation do not apply, but only to the extent of moneys received from persons guaranteeing the bankrupt against damages resulting from those injuries; and

(*j*) in the case of a bankrupt who became bankrupt before the prescribed date, claims of the Crown not mentioned in paragraphs (*a*) to (*i*), in right of Canada or any province, rateably notwithstanding any statutory preference to the contrary.

Payment as funds available

(2) Subject to the retention of such sums as may be necessary for the costs of administration or otherwise, payment in accordance with subsection (1) shall be made as soon as funds are available for the purpose.

Balance of claim

(3) A creditor whose rights are restricted by this section is entitled to rank as an unsecured creditor for any balance of claim due him.

R.S., 1985, c. B-3, s. 136; 1992, c. 1, s. 143(E), c. 27, s. 54; 1997, c. 12, s. 90; 2001, c. 4, s. 31; 2004, c. 25, s. 70.