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)

125264-414327
DOCS #879152 v. 4

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.