I hereby certify this to be a true copy of
the original Order
Dated this 30 day of July 2009
for Clerk of the Court

Action No. 0901-11048

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

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

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

BEFORE THE HONOURABLE	)	AT THE COURTHOUSE, IN THE CITY OF
MADAM JUSTICE	)	CALGARY, IN THE PROVINCE OF
B.E.C. ROMAINE	)	ALBERTA, ON THE 29th DAY OF JULY,
IN CHAMBERS	)	2009.

RECEIVERSHIP ORDER

UPON the application 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 Associates VIII Corp., Concrete Equities Executive Club Inc., 1456775 Alberta Ltd., and Concrete Place Properties Ltd. (the "Applicants"); AND UPON having read the Petition, and the Affidavit of Vincenzo De Palma, filed; AND UPON reading the consent of Ernst & Young Inc. ("E&Y") to act as interim receiver and receiver and manager ("Receiver") of the Applicants and the Limited Partnerships, filed; AND UPON noting that the Applicants have filed for protection pursuant to the *Companies' Creditor Arrangements Act*, R.S.C. 1985 c. C-36 (the "CCAA") and an initial order has been granted therein concurrently with this application (the "CCAA Order"); AND UPON hearing counsel for the Applicants, counsel for Ernst & Young Inc., counsel for Strategic Financial Corp. ("Strategic"), and counsel for certain limited partners of the Limited Partnerships; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, Ernst & Young Inc. is hereby appointed Receiver, without security, of all of the:

   (a) Applicants'; and

   (b) Safeguard Real Estate Investment Fund Limited Partnership, Safeguard Real Estate Investment Fund II Limited Partnership, Safeguard Real Estate Investment Fund III Limited Partnership, Safeguard Real Estate Investment Fund IV Limited Partnership, Safeguard Real Estate Investment Fund V Limited Partnership, Safeguard Real Estate Investment Fund VI Limited Partnerships, Santa Clara Real Estate Investment Fund Limited Partnership, Conchas Chinas Real Estate Investment Fund Limited Partnership, Calle Mariposas Limited Partnership, Safeguard VIII Limited Partnership, and Concrete Properties Limited Partnership (the "Limited Partnerships");

   current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable, subject to the CCAA proceedings in relation to the Applicants:

   (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   (c) to manage, operate and carry on the business of the Applicants and the Limited Partnerships, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Applicants or the Limited Partnerships including, without limitation, property management agreements;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicants and the Limited Partnerships or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Applicants or the Limited Partnerships and to exercise all remedies of in collecting such monies, including, without limitation, to enforce any security held by the Applicants or the Limited Partnerships;

(g) to settle, extend or compromise any indebtedness owing to or by the Applicants or the Limited Partnerships, save for any indebtedness alleged to be owed to, other parties to the CCAA Order, the Related Entities (defined in Schedule "A" hereto), Strategic or any of their affiliates, which may be settled, extended or compromised only upon the further approval of this Court, however the provision requiring Court approval of the Strategic accounts may be varied upon application after the Receiver has reviewed the accounts of Strategic;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Applicants, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

(k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Court, and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required;

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Applicants;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Applicants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicants;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Applicants may have;

(s) to review and investigate the conduct and financial affairs of the Applicants, the Limited Partnerships and the Related Entities in order to determine whether there has been any misconduct or financial mismanagement on the part of the Applicants or the Related Entities or their principals and to report the result of such review and investigate to the Court;

   (i) with out limiting the generality of the foregoing, the Receiver shall have the power to compel by delivering a request in writing to any person who is or was a director, receiver, receiver manager, officer, employee, banker, auditor or agent of the Applicants or the Related Entities to produce for examination by the Receiver each accounting record and each other record relating to the Applicants that is in the custody or control of such person and, without limiting the generality of the foregoing, any and all of the following:

      A. all financial statements, financial records and books of account;

B. all general and other ledgers and journals;

C. all records of accounts payable and receivable;

D. all inventory records and accounts;

E. all records of purchases, expenditures, and acquisitions and vendor files;

F. all income tax or goods and services tax records;

G. all bank records;

H. all payroll records; and

I. all correspondence files;

(ii) to compel by delivering a request in writing specifying the date, time and place for such examination, to examine under oath any person who is or was a director, receiver, receiver manager, officer, employee, banker, auditor or agent of the Applicants, the Related Entities, or of any affiliate of the Applicants, in relation to the affairs, management, accounts and records of or relating to the Applicants and Related Entities, being investigated, and the person examined must answer all questions within the scope of the investigation put to that person by the Receiver under Oath;

(t) to conduct such audits or reviews as it may in its professional opinion deem necessary and desirable to bring the financial records and books of the Applicants up-to-date;

(u) to make any payments which are necessary to preserve and protect the Property and the assets of the Applicants and the Limited Partnerships, including regular payments of principal and interest to creditors. In particular, the Receiver shall ensure the monthly principal and interest payment due and payable to the first mortgagees on each respective property shall be paid from any rents received from that property; and

(v) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Applicants, and without interference from any other Person.

MANAGEMENT COMMITTEE

4. A Management Committee is hereby created to oversee the Applicants and other matters as further set out in Schedule "B" to this Order.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. (i) The Applicants, (ii) the Related Entities, (iii) all of the Applicants' and the Related Entities' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.

6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Applicants and the Related Entities, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes,

account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER, THE APPLICANTS, THE LIMITED PARTNERSHIPS OR THE PROPERTY

8. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

9. No Proceeding against or in respect of the Applicants, the Limited Partnerships or the Property, including any proceedings to replace the General Partner, shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Partnership or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided herein.

NO EXERCISE OF RIGHTS OF REMEDIES

10. In addition to the stay of proceedings against the Applicants and the Limited Partnerships pursuant to the CCAA order, all rights and remedies (including, without limitation, set-off rights) against the Receiver are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Applicants to carry on any business which the Applicants or the Limited Partnerships are not lawfully entitled to carry on, (ii) exempt the Receiver, the Applicants, or the Limited Partnerships from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants or the Limited Partnerships, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in section 11.1(1) of the CCAA) with the Applicants or the Limited Partnerships from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Applicants or Limited Partnerships, or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Applicants and the Limited Partnerships are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Applicants' and Limited Partnerships' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Applicants and Limited Partnerships shall remain the employees of the Applicants or Limited Partnerships until such time as the Receiver, on the Applicants' or Limited Partnerships' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of

such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

    (i) before the Receiver's appointment; or

    (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

    (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

    (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

    (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

        A. complies with the order, or

        B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

    (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by the Initial Order, or any other applicable legislation.

RECEIVER'S ACCOUNTS

17. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and, to the extent of the first $50,000.00 per Applicant, shall form a first charge on the property of that Applicant or related Limited Partnership in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge"). The balance after the first $50,000.00, if any, shall rank subordinate to the security of the first mortgagee on the subject property but in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

18. The Receiver and its legal counsel shall pass their accounts from time to time.

19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. Subject to consultation with the Management Committee appointed hereunder, the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed:

(a) in relation to Concrete Associates Investment Corporation and Safeguard Real Estate Investment Fund II Limited Partnership, the aggregate sum of $450,000.00; and

(b) in relation to each other Applicant and related Limited Partnership, the aggregate sum of $100,000.00 each;

(or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the respective Applicant's and Limited Partnership's property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the security of any first mortgagee on the respective Applicant's or Limited Partnership's property.

21. The monies authorized to be borrowed by this Order may be in the nature of a revolving credit and the said Receiver may pay off and reborrow within the limits of the authority hereby conferred so long as the maximum amount owning in respect of such borrowings at any one time does not exceed the amount hereby authorized with interest.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

25. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

PREVIOUS ORDERS

26. For certainty with respect to Wealthcrete Investment Corporation, Concrete Associates Investment Corporation, Concrete Associates II Investment Corporation, Concrete Associates III Investment Corporation, Concrete Associates IV Investment Corporation, Safeguard Real Estate Investment Fund Limited Partnership, Safeguard Real Estate Investment Fund II Limited Partnership, Safeguard Real Estate Investment Fund III Limited Partnership, Safeguard Real Estate Investment Fund IV Limited Partnership,

Safeguard Real Estate Investment Fund V Limited Partnership (the "NOI Applicants"), this Order is a continuation and restatement of the Receivership Orders granted previously pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 in relation to the NOI Applicants, and does not abrogate from the provisions of the earlier Receivership Orders.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. Nothing in this Order shall prevent the Receiver from acting as Monitor pursuant to the CCAA proceedings of the Applicants or as a trustee in bankruptcy of the Applicants or the Limited Partnerships.

29. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States and Mexico to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

"B.E.C. ROMAINE"

J.C.C.Q.B.A.

ENTERED this 30 day of July, 2009

V.A. BRANDT COURT SEAL

CLERK OF THE COURT

SCHEDULE "A"

RELATED 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.;
19. Concrete Associates IX Corp.; and
20. Concrete Equities Management Inc.

SCHEDULE "B"

MANAGEMENT COMMITTEE CHARTER

1. This Charter of the Management Committee is created pursuant to paragraph ___ of the Order of the Court of Queen's Bench of Alberta, dated July ____, 2009, in Action No. _________________, as may be amended from time to time (the "**Order**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Order.

Purpose of the Management Committee:

2. The purpose of the Management Committee is to oversee the management of the Applicants and the Limited Partnerships.

Membership and Eligibility of the Management Committee:

3. The Management Committee shall be comprised of four individuals, two to be selected by the Applicants and two to be selected by Bennett Jones LLP.

Structure and Operations of the Management Committee:

4. A designate of the Receiver shall serve as the chairperson of the Management Committee. The Management Committee shall meet at such times and places as are determined by the Committee chairperson; provided that meetings may be called when deemed necessary or desirable by any member of the Management Committee or its chairperson. The Management Committee shall govern its affairs by a majority vote. The chairperson shall not have a vote except a casting vote as necessary. Members of the Management Committee may participate in a meeting of the Committee by means of conference call or similar communications equipment by means of which all persons participating in the meeting can hear each other. Any person invited by the chairperson may attend any meeting of the Management Committee. Any Member of the Management Committee who is unable to participate in any meeting may appoint a substitute to attend and vote in his or her place.

Management Committee Responsibilities:

5. The Management Committee shall have the following powers:

   (a) to approve all material contracts of the Applicants and Limited Partnerships;

   (b) to approve all budgets and business plans of the Applicants and the Limited Partnerships;

   (c) to give such direction as they deem appropriate to the Applicants and Limited Partnerships who shall act and only act in accordance with those directions;

   (d) any member of the Management Committee dissatisfied with any decision of the Management Committee may apply to the Court for such advice and direction as they may deem necessary or appropriate; and

   (e) such ancillary powers as may be necessary or appropriate to give full or better effect to the mandate and powers of the Management Committee.

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________________

AMOUNT $______________________

1. THIS IS TO CERTIFY that ERNST & YOUNG INC., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of - ______________________________ appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the 29th day of July, 2009 (the "Order") made in action number ________________, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $________, being part of the total principal sum of $_____________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _______ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ____________________________.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of _______________, _________.

Ernst & Young Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ______________________________
Name:
Title:

Action No. 0901-11048

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

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

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

CLERK OF THE COURT
JUL 30 2009
CALGARY, ALBERTA

RECEIVERSHIP ORDER

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