APPENDIX AA

This is Exhibit "......." referred in the Affidavit of

....

Sworn before me this ..31.......

Day of ..August..... A.D.20 ..

....
A Commissioner for Oaths in and for the Province of Alberta

TRAVIS E. LYSAK
BARRISTER & SOLICITOR

PROMISSORY NOTE

$500,000.00 (CDN) Date: December 09, 2008

FOR VALUE RECEIVED, the undersigned (the "Borrowers") covenant and agree to comply with the terms of this Promissory Note and promises to pay to The Sandhu Family or its designate (the "Lender") at 50 McKenzie Lake Island SE, Calgary, Alberta or such other place as the Lender may designate, or order, the sum of FIVE HUNDRED THOUSAND CANADIAN DOLLARS ($500,000.00 CDN) with interest, in the manner and upon the terms following:

(a) The advance of FIVE HUNDRED THOUSAND Dollars will occur December 09, 2008.

(b) Interest at the rate of 20% per annum calculated monthly.

(g) All monies due and owing hereunder shall, at the option of the Lender, become immediately due and payable and the Borrower shall be in default hereunder in the event that:

   (i) the Borrower defaults in the payment of any instalment due hereunder on the due date or is in default under any other provision hereunder;

   (ii) the Borrower is in default under the provisions of any collateral security granted to or held by the Lender to secure the performance of obligations and/or the repayment of monies owed by the Borrower to the Lender;

   (iii) the Borrower is in default under the provisions of any instrument of indebtedness granted to or held by the Lender to evidence an indebtedness owed by the Borrower to the Lender; or

   (iv) any party providing collateral security to the Lender to secure the performance of obligations and/or the repayment of any monies owed by the Borrower to the Lender is in default under the provisions of the collateral security.

(h) The maturity date may be extended by mutual agreement of both parties.

(i) The Borrower will promptly pay all costs, charges and expenses, including legal costs, of the Lender incidental to any proceedings taken to enforce its remedies under this Promissory Note or under any collateral security by reason of non-payment or procuring payment of the principal, interest or any other amount payable hereunder. The Borrower consents to all such legal costs being charged and fixed on a solicitor to his own client, lump sum basis.

(j) The Borrower waives presentment for payment, notice of non-payment, notice of dishonour, protest and notice of protest and does hereby agree to all extensions and renewals hereof, without notice.

(k) This Promissory Note is an Instrument of Indebtedness as provided in the General Securities Agreement and Loan Agreement granted by the Borrower in favour of the Lender.

(l) The Obligations of the parties, if more than one, hereunder shall be joint and several.

SIGNATURE PAGE TO
PROMISSORT NOTE

Executed by
Vinny Aurora/Vincenzo DePalma/El Golfo Investment Corporation,
on the 09th day of, December, 2008.
by its authorized signatory(ies):

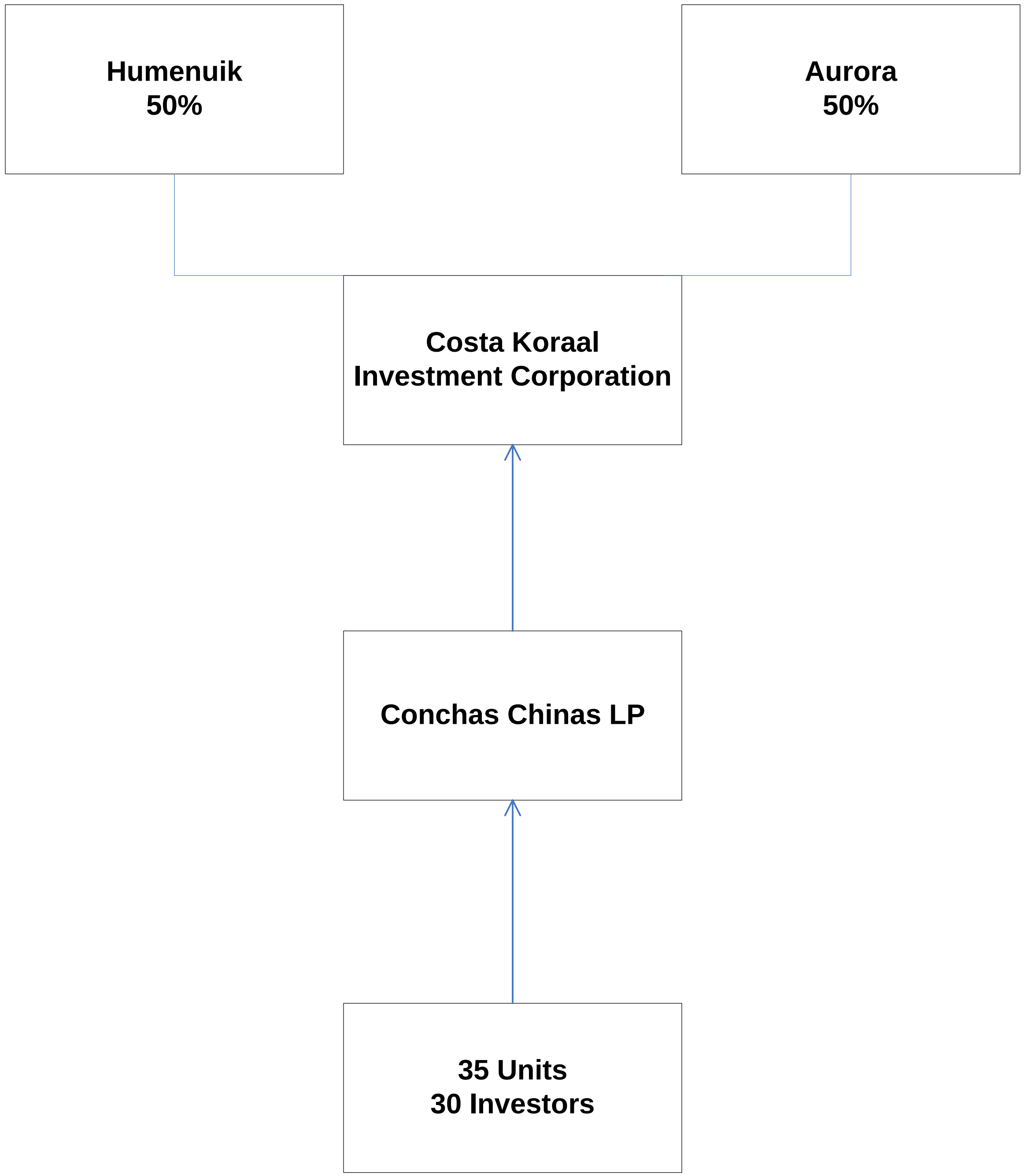
Vinny Aurora

Vincenzo DePalma

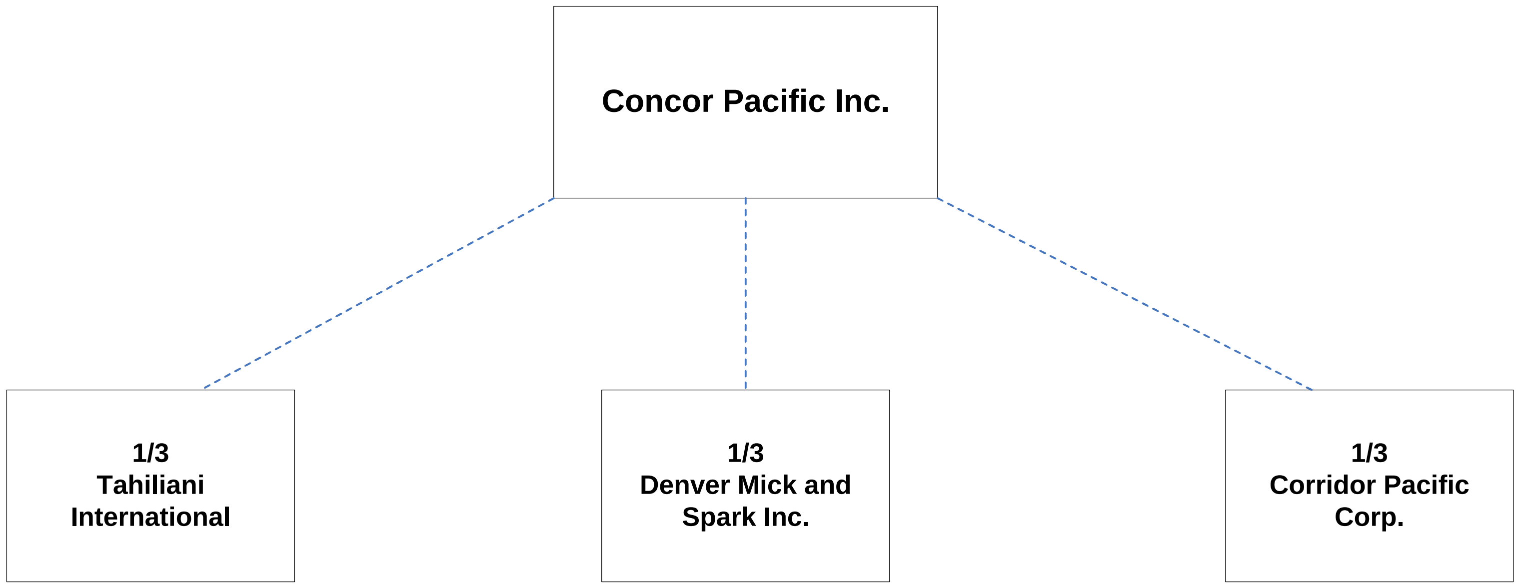
El Golfo Investment Corporation

APPENDIX BB

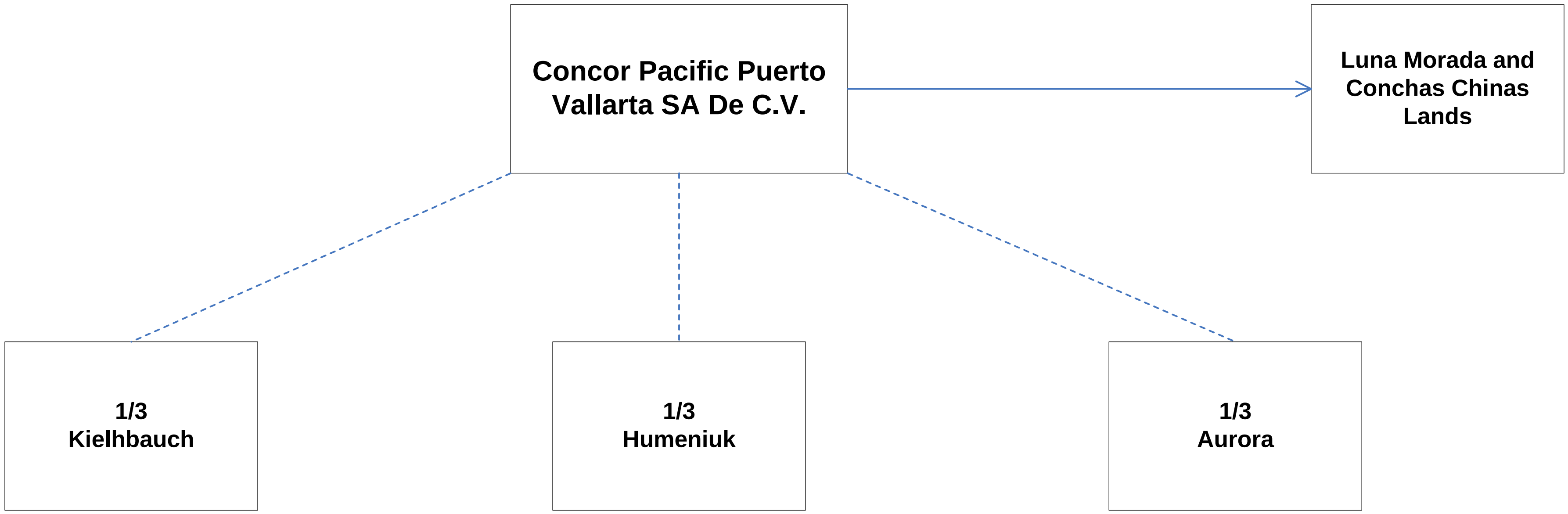
Conchas Chinas



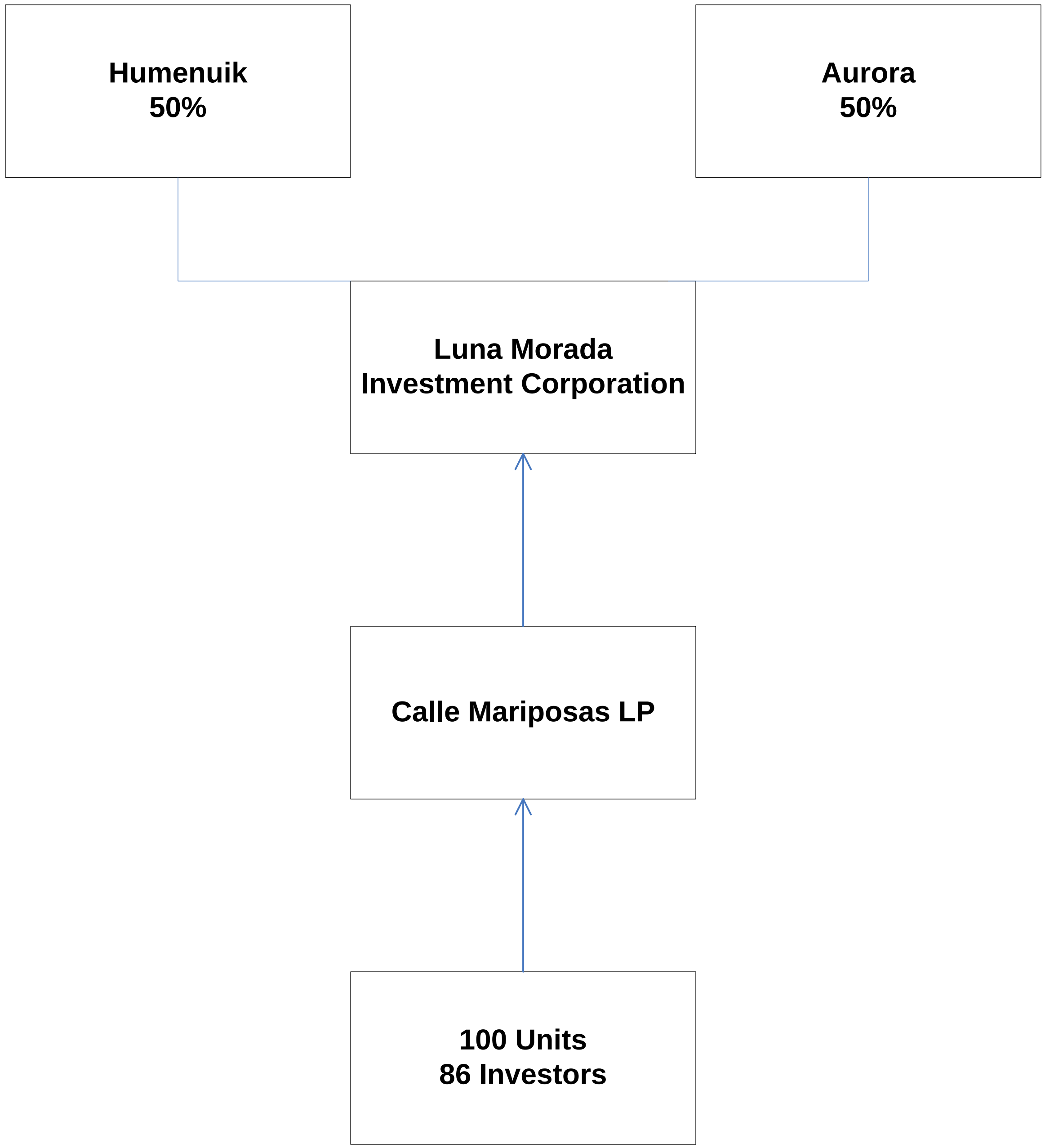
Concor Pacific Inc.



CPPV


Concor Pacific Puerto Vallarta SA De C.V.
Luna Morada and Conchas Chinas Lands
1/3 Kielhbauch
1/3 Humeniuk
1/3 Aurora

Luna Morada


Humenuik
50%
Aurora
50%
Luna Morada
Investment Corporation
Calle Mariposas LP
100 Units
86 Investors

APPENDIX CC

Luna Morada Project, Conchas Chinas Project
Luna Morada Investment Corporation & Calle Mariposas LP
Costa Koraal Investment Corporation & Conchas Chinas Real Estate Investment Fund LP
Estimate of Known Creditors (Notes 1 and 3)

Unsecured Creditors:	**Amount ($CAD)**	**Explanation of Differences from s. 245/s.246 Notice**
934608 Alberta Ltd.	10,000,000	Previous balance $5.5MM on each listing, difference of $0.5MM per listing specifically relates to El Golfo. Amount is disputed.
Dave Aurora	-	Note 2
Sainz & Associates	-	Note 4
Solorzano Corporation	16,511	No difference
Fraser Milner Casgrain LLP	5,780	No difference
Total Unsecured Creditors	**$ 10,022,291**	
Grand Total	**$ 10,022,291**	

Notes:

1. Inter-entity lending is not included in the above creditor listing. Please refer to Appendix J.
2. The Receiver could not find any documentation to support any amount owing to Mr. Dave Aurora relating to the Luna Morada Project or the Conchas Chinas Project
3. This creditor listing is an estimate of the known creditors of the DV/MR Project based on the books and records of Concrete and
4. The Receiver understands that Sainz & Associates no longer has a debt outstanding relating to these projects.

APPENDIX DD

Concor Pacific Puerto Vallarta S.A. DE CV.
Organizational Resolution

Whereas Concor Pacific Puerto Vallarta S.A. DE CV, having offices located at #450 550 11th Ave, S.W. Calgary in the province of Alberta.

On the 18th Day of March 2009, the shareholders, registered by Concor Pacific Puerto Vallarta S.A. DE CV in the State of Jalisco, Mexico were called together for the purpose of invoking resolutions in respect of the organization in accordance with Mexican Law.

3.6 Promissory Note(s) for Trades - Luna Morada Development - Nuevo Vallarta, MX

Issue:

On February 2nd, at 9:30 a.m. a meeting was held at Fraser Milner Casgrain with the need to address the urgency of protecting the investors on Luna Morada. The issues of investor security were pivotal, notwithstanding, the potential of loosing the entire project to litigation in Mexico as a result of failure of payment(s) and meeting the financial requirements of the project were the **primary** concern.

On March 11th, 2009, I again returned to Puerto Vallarta, and further engaged with architect Jose Luis Sainz who's ongoing dialog with trades had averted lawsuits to date. The trip and meetings were also accompanied by our legal council Carlos Solarzano.

Resolved that:

Promissory notes with the respective trades (as retained by Carlos Solarzano of Solarzano Corporation) were signed by myself on behalf of the corporation noting the outstanding obligations and allowing for fourty-five (45) days for full payment.

The negotiations provided a **final structured mechanism** for **payment** to avoid litigation. Each of the promissory notes outlined a repayment of the outstanding balances within forty-five (45) days from Friday, March 13th, 2009.

Although this is not optimum, a number of pending litigations have been **withheld since January 15th**, 2009 via the efforts of Jose Luis Sainz who assured key trades of the agreement by Concor Pacific Puerto Vallarta S.A. DE CV of security via a promissory note, and the efforts being made to secure alternative financing for the Luna Morada project in lieu of the failed financing from Concrete Equities®.

I believe that these resolutions provide the most reasonable mechanism to focus our collective efforts for the protection of capital already placed into the project, and mitigate of a number of issues we are collectively dealing with in Mexico.

These resolutions are hereby agreed to on this date.

Milton Kiehlbauch

Vinny Varun Aurora

Concor Pacific Puerto Vallarta S.A. DE CV.
Organizational Resolution

Whereas Concor Pacific Puerto Vallarta S.A. DE CV, having offices located at #450 550 11th Ave, S.W. Calgary in the province of Alberta.

On the 23th Day of March 2009, the shareholders, registered by Concor Pacific Puerto Vallarta S.A. DE CV in the State of Jalisco, Mexico were called together for the purpose of invoking resolutions in respect of the organization in accordance with Mexican Law.

3.7 General Security Agreement - Luna Morada Development - Nuevo Vallarta, MX

Issue:

On February 2nd, at 9:30 a.m. a meeting was held at Fraser Milner Casgrain with the need to address the urgency of protecting the investors on Luna Morada. The issues of investor security were pivotal, notwithstanding, the potential of loosing the entire project to litigation in Mexico as a result of failure of payment(s) and meeting the financial requirements of the project were the **primary** concern.

Resolved that:

The partners to Concor Pacific Puerto Vallarta S.A. DE CV. hereby unanimously agree to the granting of a General Security Agreement in favor of the limited partners of Luna Morada Investment Corporation, secured against the corporation as a debt instrument on the principal and capital funded to into the Luna Morada project, and to hereby be ratified under Mexican Law.

Carlos Solorzano of Solorzano Corporation shall be retained as the designate trustee on behalf of the Concor Pacific Puerto Vallarta S.A. DE CV pursuant to the Limited Partners of Luna Morada Investment Corporation. Carlos Solarzano shall retain the proxy and power of attorney of Dave Humeniuk.

We advised that the trades are to be paid **FIRST** on any new financing and shall retain the rights and may seek immediate recourse against Concor Pacific Puerto Vallarta S.A. DE CV., in the event of subsequent default. For this reason, the security of the GSA is subordinated to construction financing and the repayment of any loans and/or obligations first and thereof.

Solorzano Corporation
Suite 220, 708- 11th Ave. SW.
Calgary, Alberta, Canada. T2R 0E4
Tel. (403)718-9808
Cell. (403)689-3118
Fax. (403)206-7425

I believe that these resolutions provide the most reasonable mechanism to focus our collective efforts for the protection of capital already placed into the project, and mitigate of a number of issues we are collectively dealing with in Mexico.

These resolutions are hereby agreed to on this date.

Milton Kiehlbauch

Vinny Varun Aurora

APPENDIX EE

Concor Pacific Puerto Vallarta S.A. DE CV.
Organizational Resolution

Whereas Concor Pacific Puerto Vallarta S.A. DE CV, having offices located at #450 550 11th Ave, S.W. Calgary in the province of Alberta.

On the Wednesday the 18th Day of March 2009, the shareholders, registered by Concor Pacific Puerto Vallarta S.A. DE CV in the State of Jalisco, Mexico were called together for the purpose of invoking resolutions in respect of the organization in accordance with Mexican Law.

Action Item 5.0 - Resolution Strategy
Protection of Equity in Conchas Chinas Property - Puerto Vallarta, MX

Issue:

On Monday March 31th, at 2:00 p.m. a meeting was held at Solarzano Corporation with the need to address the urgency of protecting the investors on Conchas Chinas.

Concor Pacific Puerto Vallarta S.A. DE CV is facing significant challenges in Luna Morada and may be exposed to litigation and the **loss** of **both** **Conchas Chinas,** and **Luna Morada** as they are held by the same company.

Be it resolved that:

The partners to Concor Pacific Puerto Vallarta S.A. DE CV. hereby unanimously agree to the immediate transfer of title of the Conchas Chinas property to a separate company held in trust by the Architect of Record - Jose Luis Sainz on behalf of the partnership, and Vincenzo De Palma on behalf of the Costa Koral Investment Corporation.

The company has been reserved under the of **Conchas Koral S.A. de CV.**, and is be registered in Mexico as required by Mexican Law.

A General Security Agreement in favor of the limited partners of Costa Koral Investment Corporation, shall be registered and secured against the newly formed Mexican corporation as a debt instrument, and ratified under Mexican Law.

Jose Luis Sainz shall retain 51% in the newly formed Mexican company and Vincenzo DePalma 49% on behalf of Investors. Jose Luis Sainz shall retain power-of-attorney to act on behalf of the corporation. Carlos Solorzano of Solorzano Corporation shall be retained as the designate trustee on behalf of the Costa koral Investment Corporation pursuant to the Limited Partners.

We advised that the trades or debt obligations to be paid **FIRST** on any new financing and shall retain the rights and may seek immediate recourse against the company in the event of subsequent default.

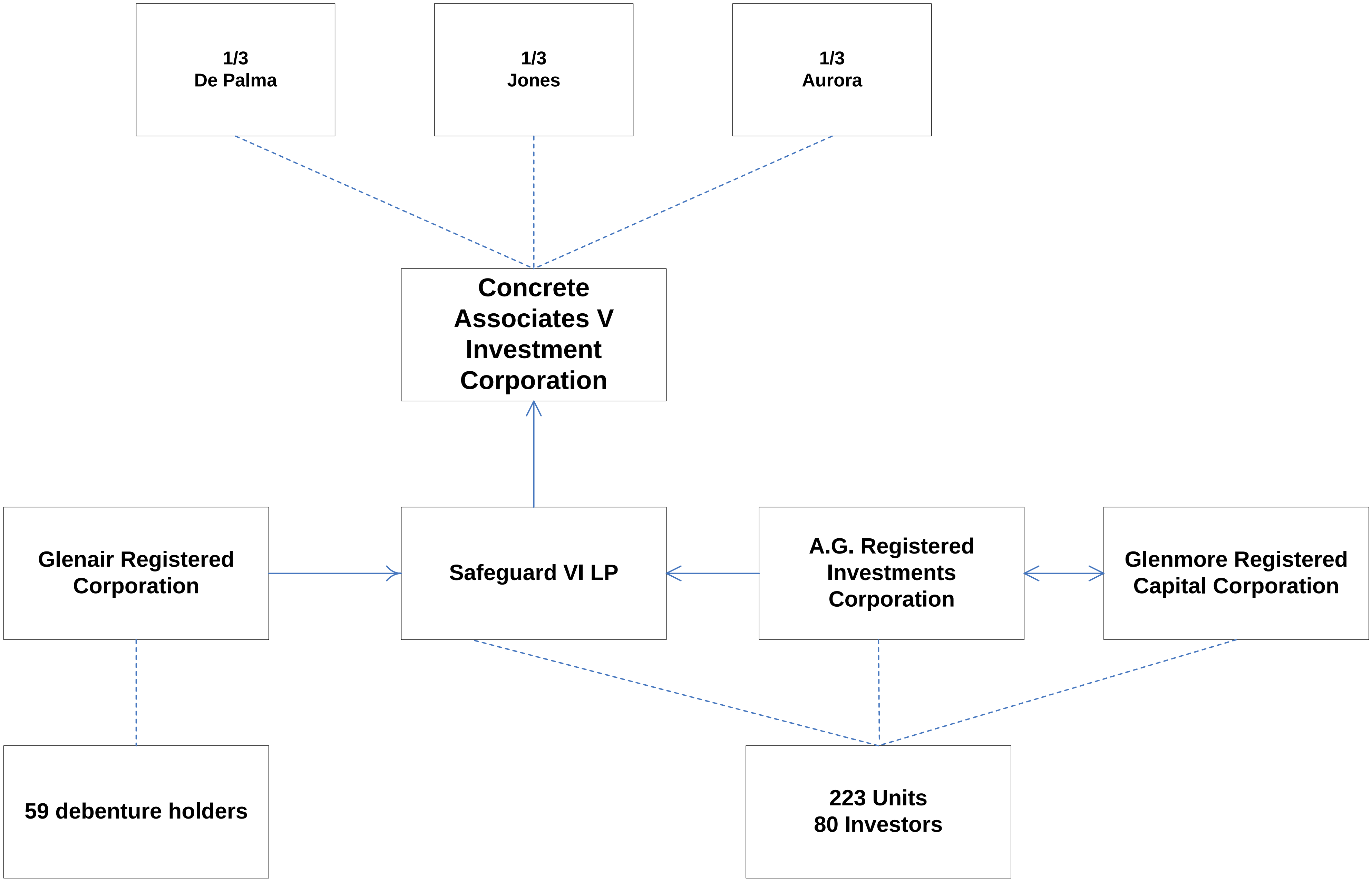
These resolutions are hereby agreed to on this date.

Milton Kiehlbauch

Vinny Varun Aurora

APPENDIX FF

Glenmore Airways



APPENDIX GG

Glenmore Airways Project
Concrete Associates V Investment Corporation & Safeguard Real Estate Investment Fund VI LP
Estimate of Known Creditors (Notes 1 and 3)

Secured Creditors:	Amount ($CAD)	Explanation of Differences from s. 245/s.246 Notice
Various debenture holders	6,015,000	Previous notice referenced each debenture holder. Included as unsecured and secured in s.245/s.246 notice.
CIBC	-	Note 2
Manulife Financial	-	Note 2
Total Secured Creditors	$ 6,015,000	

Prefered Creditors:	

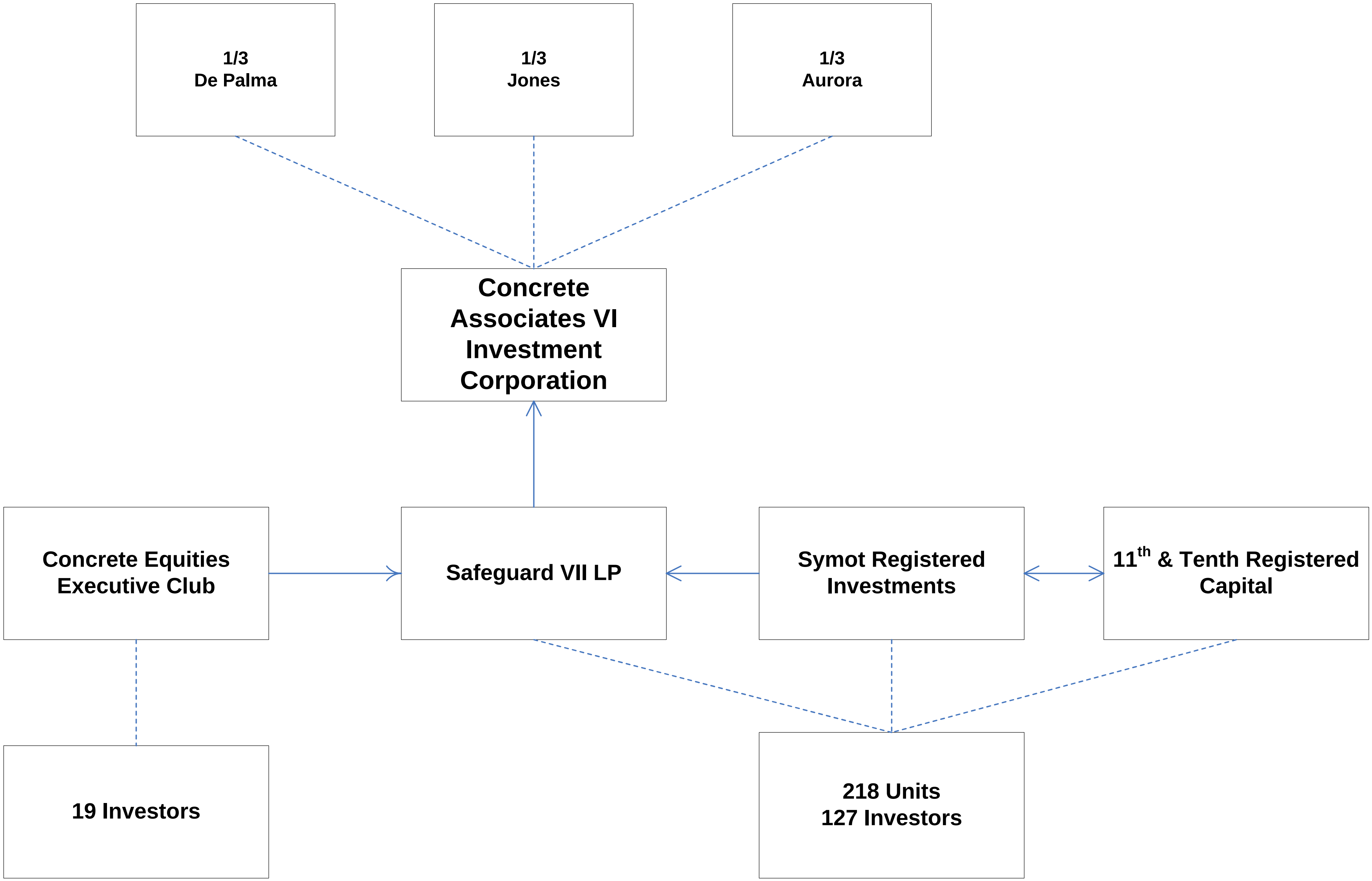
Unsecured Creditors:	Amount ($CAD)	
934608 Alberta Ltd.	5,000,000	Previous balance $5.5MM, difference of $0.5MM specifically relates to El Golfo
Artis Reit	1,800,000	No difference
Dave Aurora	-	Note 4
Wayber Financial Inc.	200,000	Unknown at the time of preparing s. 245/246 Notice
Blake, Cassels & Graydon LP	26,658	No difference
Bishop & McKenzie LLP	7,364	No difference
Fraser Milner Casgrain LLP	3,301	No difference
AON Reed Stenhouse Inc.	2,864	No difference
Cresapartner Corporate Real Estate Service Advisors	1,864	No difference
Total Unsecured Creditors	$ 7,042,052	
Total Creditors	**$ 13,057,052**	

Notes:

1. Inter-entity lending is not included in the above creditor listing. Please refer to Appendix J.
2. The above listing does not include claims from CIBC or Manulife Financial as the Receiver understands that these mortgages were discharged as part of the transaction with Strategic.
3. This creditor listing is an estimate of the known creditors of the Glenmore Airways Project based on the books and records of Concrete and various other sources.
4. The Receiver could not find any documentation to support any amount owing to Mr. Dave Aurora relating to the Glenmore Airways Project.

APPENDIX HH

Symcor Otis


1/3
De Palma
1/3
Jones
1/3
Aurora
Concrete Associates VI Investment Corporation
Concrete Equities Executive Club
Safeguard VII LP
Symot Registered Investments
11th & Tenth Registered Capital
19 Investors
218 Units
127 Investors

APPENDIX II

Macleod Dixon LLP
Lawyers
Calgary Almaty
Toronto Caracas
Moscow Rio de Janeiro

3700 Canterra Tower
400 Third Avenue SW
Calgary Alberta
Canada T2P 4H2

Main: 403-267-8222
Fax: 403-264-5973

www.macleoddixon.com

Our File: 264265

Jennifer M. Blanchard
Associate
Direct Phone: (403) 267-9484
E-mail: jennifer.blanchard@macleoddixon.com

Christine Wedgewood
Assistant
Direct Phone: (403) 267-9588
E-mail: christine.wedgewood@macleoddixon.com

September 23, 2009

Via Email

Sean F. Collins
McCarthy Tetrault LLP
3300, 421-7th Ave SW
Calgary, Alberta
T2P 4K9

Dear Sir:

**Re: Concrete Place Properties Ltd., in Receivership ("Concrete Place")
Trumpet Capital Corp. ("Trumpet")
Court of Queen' Bench of Alberta Action No. 0901-08086 ("the Trumpet Foreclosure Action")
Court of Queen' Bench of Alberta Action No. 0901-11048 ("the Receivership Action")**

As you know, we act for Trumpet. We confirm that you act for Ernst & Young Inc. ("the Receiver") in its capacity as Receiver and Manager of Concrete Place. This letter sets out the terms of an agreement between our respective clients which will permit Trumpet to take steps in the Trumpet Foreclosure Action.

The Receiver and Trumpet, through their respective counsel, hereby agree as follows:

1. With respect to the mortgaged lands which are the subject of the Trumpet Foreclosure Action (the "Property"), the Receiver agrees to and does hereby release its $50,000.00 charge ("the Charge") against the Property which was created by Paragraph 17 of the July 29, 2009 Receivership Order granted in the Receivership Action;

2. Trumpet does hereby release the Receiver of and from any and all claims or actions which Trumpet ever had or may have against the Receiver arising out of the Charge against the Property;

3. Trumpet hereby agrees to indemnify the Receiver in respect of any claims which any creditor may advance against the Receiver and against the Property, provided:

(a) any such claim is in respect of the Property and is advanced both against Receiver on an *in personnam* basis and against the Property on an *in rem* basis;

(b) any such claim has been admitted by the Receiver and Trumpet as a valid claim; and

(c) in any event, the maximum amount of Trumpet's liability under this indemnity for all such claims collectively shall be no more than $50,000.

If the above terms are acceptable to the Receiver, please endorse your agreement on behalf of the Receiver on a copy of this letter and return to us.

Sincerely,

MACLEOD DIXON LLP

J. Blanchard

Jennifer M. Blanchard
JMB/cgw

CONSENTED TO:

McCarthy Tetrault LLP

Per: ______________________

Sean F. Collins

APPENDIX JJ

JOINT VENTURE AGREEMENT

This is Exhibit "....J.." referred
in the Affidavit of
....Darcy Sandhu....
Sworn before me this .....31....
Day of ..August... A.D.20..
....
A Commissioner for Oaths in and for
the Province of Alberta
TRAVIS LYSAK
BARRISTER & SOLICITOR

AMONG

1209063 ALBERTA LTD.

- and -

URBAN REGISTERED CORP.

-and-

934608 ALBERTA LTD.

JOINT VENTURE AGREEMENT

This Joint Venture Agreement is dated and effective September 18, 2008.

AMONG:

1209063 ALBERTA LTD.

(hereinafter referred to as "Corporation")

OF THE FIRST PART

- and -

URBAN REGISTERED CORP.
(hereinafter referred to as "Concrete Co.")

OF THE SECOND PART

- and -

934608 ALBERTA LTD.
(hereinafter referred to as "Sandhu Co.")

OF THE THIRD PART

WHEREAS:

A. Upon formation of this Joint Venture among the Joint Venturers (as defined below) and pursuant to this Joint Venture Agreement (the "Agreement"), the Joint Venture shall be the beneficial owner of the Joint Venture Assets (as defined below).

B. Each party wishes to acquire and sell its respective Participating Interest (as defined below) in accordance herewith.

C. The parties wish the Corporation to hold title to the Joint Venture Assets (as defined below) in trust for the Joint Venturers.

D. The parties have agreed to enter into this Agreement in order to record their respective rights and obligations in connection with their respective Participating Interest in the Joint Venture Assets.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby covenant and agree as follows:

ARTICLE 1: INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings:

(a) "Additional Contribution(s)" means the aggregate of amounts paid by a Joint Venturer to or on behalf of the Joint Venture pursuant to Section 5.2 of this Agreement and which have not been repaid to such Joint Venturer;

(b) "Affiliate" means, with respect to a Joint Venturer, any corporation which a Joint Venturer Controls directly or indirectly, any corporation which Controls a Joint Venturer and any corporation which is controlled directly or indirectly by the same individual or entitles as the Joint Venture and any corporation which corporation which is Controlled directly or indirectly by the same in directly or entities as the Joint Venture;

(c) "Arm's Length" shall have the meaning ascribed to such term in Section 251 of the Income Tax Act at the date of this Agreement;

(d) "Asset Manager" means Concrete Equities Inc or nominees as set out in Section 6.1 of this Agreement or any replacement asset manager appointed pursuant to Section 6.6 of this Agreement;

(e) "Available Cash Flow" means Cash Flow less amounts set aside as a Operating Reserve as determined by the Asset Manager.

(f) "Available Proceeds" means Gross Sale Proceeds, and any other proceeds received or recovered from the sale or damage to any Joint Venture Assets less any reserves required as determined by the Asset Manager and less any loans pursuant to Section 5.7 herein not already otherwise deducted in calculating Available Proceeds as determined by the Asset Manager, acting reasonably;

(g) "Cash Flow" mean cash funds provided from the Joint Venture Assets. Such Cash Flow in any fiscal year of the Joint Venture, without deduction for depreciation or amortization of expenses, but after deducting funds used to pay all other expenses, debt repayments, repairs and replacements. This term shall not include Available Proceeds or Refinancing Proceeds;

(h) "Contribution(s)" in respect of a Joint Venturer means the aggregate of the Initial Contribution and the Additional Contribution, if any, of such Joint Venturer;

(i) "Control" or "Controls" means:

(i) the right to exercise a majority of the votes which may be cast at a general meeting of a corporation; and

(ii) the right to elect or appoint directly or indirectly a majority of the directors of a corporation or other persons who have the right to manage or supervise the management of the affairs and business of the corporation;

(j) "Corporation" means 1209063 Alberta Ltd.;

(k) "Distribution" or "Distributions" means the payment to the Joint Venturers of Available Cash Flow, Available Proceeds, Refinancing Proceeds and any other payment that may be due to the Joint Venturers pursuant to the Joint Venture Agreement.

(l) "Gross Sales Proceeds" means the gross proceeds received by the Joint Venture upon the sale of any Joint Venture Assets less all costs of selling such assets, and other costs including a real estate commission, legal fees, accounting fees and any other related costs and after deduction of the outstanding balance of the Mortgage Financing on a partial discharge basis. This term shall not include Available Cash Flow or Refinancing Proceeds;

(m) "Income Tax Act" means the *Income Tax Act* (Canada), and any amendments thereto;

(n) "Initial Contribution(s)" means the amount paid by a Joint Venturer to or on behalf of the Joint Venture pursuant to Section 5.1 of this Agreement and which has not been repaid to such Joint Venturer;

(o) "Joint Venture" means the association between the Joint Venturers for the acquisition, development, operation and future sale of the Joint Venture Assets as contemplated in this Agreement;

(p) "Joint Venturer" means each of the parties hereto other than the Corporation and each of their permitted successors and assigns and "Joint Venturers" means all of them and includes their permitted successors and assigns;

(q) "Joint Venture Assets" means all real and personal property, and all rights, privileges and obligations appurtenant thereto and includes all money, bank accounts, personal property and property of every manner and description acquired by or in connection with or the Joint Venture and includes all profits of such property;

(r) "Joint Venture Interest" in respect of a Joint Venturer, means the undivided Participating Interest of such Joint Venturer in the Joint Venture Assets together with the Contribution of such Joint Venture;

(s) "Owners Committee" means the committee of Joint Venturers established pursuant to Article 6 of this Agreement;

(t) "Mortgage Financing" means any mortgage, mortgages, construction loans, mezzanine financing, vendor financing or any other financing approved by the Owners Committee registered against the Joint Venture Assets at the time of closing or registered subsequent to closing.

(u) "Operating Reserve" means the allocation of Joint Venture funds set aside for operating the Joint Venture Assets and other assets of the Joint Venture and for cash reserves (working capital) with respect to the prudent operation of the Joint Venture Assets;

(v) "Participating Interest", in respect of a Joint Venturer, means the proportionate ownership held by such Joint Venturer as initially described in Section 4.2 of this Agreement and as may be changed from time to time in accordance with this Agreement;

(w) "Prime Rate" in any month during the Term, means the variable nominal rate of interest per annum of the Alberta Treasure Branch for Canadian commercial loans in Canada as declared by that bank and designated by it as its Prime Rate and in effect at noon on its first business day in that month;

(x) "Property Management Agreement" has the meaning ascribed to it pursuant to Section 9.4 of this Agreement;

(y) "Property Manager" means a manager all or any person of the Joint Venture Assets appointed by the Asset Manager pursuant to Section 9.4 of this Agreement;

(z) "Refinancing Proceeds" means the gross proceeds received by the Joint Venture upon the refinancing of Joint Venture Assets less all costs of such refinancing, including the re-payment of any existing Mortgage Financing, a property appraisal and payment of all obligations refinanced in connection therewith. This term shall not include Available Cash Flow or Available Proceeds;

(aa) "Option Agreement" means that right of option agreement between Sanhu Co., The Corporation; Dave Humeniuk, Vinny Aurora and Vincenzo De Palma dated September ___, 2008.

(bb) "Term" means the term of the Joint Venture as provided for in Section 2.2 of this Agreement.

1.2 Headings

Headings used throughout this Agreement are solely for the convenience of the parties and are not to be used as an aid in the interpretation of this Agreement.

1.3 Gender

All words herein in the male or neuter gender shall be deemed to include the female gender, corporations, partnerships and after non-human entities, and a singular number shall include the plural number whenever the context so requires.

1.4 Schedules

The following schedules attached to this Agreement shall for all purposes be deemed to be a part of this Agreement.

(a) Schedule "B" - Declaration of Trust

ARTICLE 2: PURPOSE AND TERM

2.1 Purpose

The Joint Venturers shall and by this Agreement define the manner in which they intend to acquire, develop, sell Joint Venture Assets and / or sell their respective Participating Interest in the Joint Venture Assets including:

(a) purchasing Joint Venture Assets, either alone or together with third parties;

(b) developing all or part of the Joint Venture Assets in accordance with the plans approved by the Asset Manager;

(c) selling or leasing some or all of the Joint Venture Assets or refinancing some or all of the Joint Venture Assets; and

(d) engaging in such other activity as may be considered by the Joint Venturers or the Asset Manager to be necessary or desirable in connection with the foregoing,

all in accordance with the terms and conditions hereinafter set forth.

2.2 Term

The Term of this Joint Venture shall commence as and from the date of this Agreement and shall continue in force until the earlier of the date that:

(a) all of the Joint Venture Assets have been sold and all revenues have been distributed to the Joint Venturers pursuant to the terms hereof;

(b) there is only one Joint Venturer; and

(c) the Management Committee votes to terminate the Joint Venture.

ARTICLE 3: SCOPE OF THE JOINT VENTURE AND JOINT VENTURERS' AUTHORITY

3.1 No Partnership

This Agreement shall not be construed as creating a partnership or any other relationship between the Joint Venturers other than the relationship of joint venturers with respect to the Joint Venture Assets or between any of the Joint Venturers and the Corporation.

3.2 Rights Several

All rights, duties, obligations and liabilities of the Joint Venturers hereunder shall be separate, individual and several and not joint or joint and several.

3.3 Limit on Other Business

Each of the Joint Venturers shall devote such time as may be required to fulfil any obligation assumed by it hereunder, but each of the Joint Venturers and the principals shall be at liberty to engage in any other business or activity outside the Joint Venture, including any activity or business which may compete with that of the Joint Venture, provided always that the terms of the Option Agreement are complied with.

3.4 Limit on Authority to Act

Except as otherwise expressly and specifically provided in this Agreement, no Joint Venturer shall have any authority to act for, or assume any obligation or responsibility on behalf of or bind in any fashion the other Joint Venturers or the Joint Venture and each of the Joint Venturers shall indemnify and save harmless the other Joint Venturers from any and all liability, obligation, claim or loss resulting from any unauthorized act of such Joint Venturer with respect to the Joint Venture Assets or the Joint Venture.

3.5 No Partition

Except as otherwise provided herein or in any agreement contemplated herein, no Joint Venturer shall register against title to the Joint Venture Assets any document, instrument or notice of its interest in the Joint Venture Assets or any part thereof.

3.6 Participating Interests

Unless this Agreement shall otherwise provide, all benefits, advantages and liabilities derived from, or incurred in respect of the Joint Venture shall be shared or borne by the Joint Venturers in proportion to their respective Participating Interests.

ARTICLE 4: JOINT VENTURE INTERESTS

4.1 Interests

Each Joint Venturer shall have an undivided beneficial co-ownership interest in the Joint Venture Assets in accordance with its Participating Interest.

4.2 Ownership

Each of the Joint Venturers shall own as tenants-in-common, and as their separate property, an undivided beneficial interest in the Joint Venture Assets in accordance with its Participating Interest. Beneficial ownership of the Joint Venture Assets shall be held by the Joint Venturers in accordance with their respective undivided interests calculated in accordance with Section 5.1 and all benefits, advantages, losses and liabilities derived or incurred in respect of the Joint Venture Assets shall be borne by the Joint Venturers in accordance with their Participating Interests. A Joint Venturer's Participating Interest may be adjusted from time to time in accordance with the terms of the this Agreement.

4.3 Title of the Corporation

The Corporation shall hold title to any of the Joint Venture Assets acquired or transferred to it as bare trustee for and on behalf of the Joint Venturers pursuant to the terms of the Declaration of Trust attached hereto as Schedule "A".

4.4 Further Instruments

The Corporation shall execute and deliver, from time to time, all such declarations and other instruments and documents and do or cause to be done all such other acts and things as may be necessary to give effect to the provisions and intentions of this Agreement.

ARTICLE 5: CONTRIBUTIONS

5.1 Initial Contributions

The Joint Venturers shall each make an Initial Contribution as follows:

(a) Concrete Co. - $90.00; and

(b) Sandhu Co. - $10.00.

The amounts of each Initial Contribution shall be included in a contribution account for each Joint Venturer to be recorded on the books of the Joint Venture.

5.2 Additional Contributions

The Joint Venturers shall advance to the Joint Venture such sums as may be from time to time required by the Joint Venture for the acquisition and re-development of commercial properties following a decision by the Management Committee to authorize such advances. Such advances of Additional Contributions in accordance with the Option Agreement executed contemporaneously herewith shall be made by the Joint Venturers in proportion to their Participating Interest in the Joint Venture. The Asset Manager by notice (the "Notice"), shall advise each Joint Venturer of the total amount of Additional Contribution being requested from all Joint Venturers, the amount of Additional Contribution being requested from the Joint Venturer receiving the Notice and the deadline for providing such Additional Contribution (the "Contribution Deadline"). The Contribution Deadline shall be no less than ten (10) days from the date of delivery of the Notice. All such Additional Contributions shall be included in the contribution account for such Joint Venturer in the books of the Corporation. Each Joint Venturer acknowledges that should they fail to make an Additional Contribution by the Contribution Deadline as required by the Notice, their Participating Interest will be reduced.

5.3 Return of Contributions

It is agreed that no Joint Venturer shall demand or require the return of any Contribution advanced to the Joint Venture. The decision to return Contributions advanced by the Joint Venturers shall require the approval of all of the Joint Venturers. Except where a contrary intention appears herein, Contributions by Joint Venturers to the Joint Venture shall be repaid on a pro rata basis such that no Joint Venturer will be favoured in the return of these Contributions.

5.4 Financing

The Joint Venture will actively pursue and work towards obtaining private equity investors and, to the extent necessary or desirable in the view of the Asset Manager, satisfactory new or additional Mortgage Financing for any of the Joint Venture Assets, it being the intention of the parties that such financing be restricted, to the extent possible on a commercially reasonable basis, to the security of the Joint Venture Assets, proceeds from the sale of the Joint Venture Assets or portions thereof. The Joint Venturers acknowledge that a limited several personal guarantee or strong corporate guarantee on a several basis may be required by the lender providing the Mortgage Financing.

5.5 Default of Joint Venturer

(a) If a Joint Venturer shall fail to advance to the Joint Venture as required, its proportionate share of any Additional Contribution within the time period referred to in Section 5.2 of this Agreement (which Joint Venturer is hereinafter referred to as the "Defaulting Party"), the remaining Joint Venturers or such of them as wish to, (hereinafter referred to as the "Contributing Party") may advance the Defaulting Party's Additional Contribution to the Joint Venture.

(b) In the event of the Contributing Party advancing funds to the Joint Venture on behalf of the Defaulting Party, such advance shall be deemed to be a demand loan made by the Contributing Party to the Defaulting Party, which the Contributing Party has been irrevocably directed to advance to the Joint Venture for and on behalf of the Defaulting Party. Such loan shall bear interest, as between the Contributing Party and the Defaulting Party at Prime Rate plus Twelve percent (12%) per annum.

5.6 Paramount Lien

All loans deemed to arise between the Contributing Party and the Defaulting Party by operation of the provisions of this Agreement shall be and are hereby declared to be secured by a first and paramount lien and charge upon the Participating Interest of the Defaulting Party in the Joint Venture and the Contributing Party shall, in addition to other rights it may have hereunder, be entitled to all of the rights of a lienholder or encumbrancer in connection therewith. The Defaulting Party hereby irrevocably appoints the Contributing Party as its true and lawful attorney to make, execute and deliver such documents and assurances as may be necessary or advisable to give effect to the foregoing.

5.7 Right Upon Default

(a) Notwithstanding Article 8, unless unanimously agreed otherwise by the Owners Committee, until the Contributing Party shall have been repaid the loan in full, any distribution of cash or capital or otherwise shall be made subject to the following provisions:

(i) the Defaulting Party shall not be entitled to repayment until all amounts due to the Contributing Party have been repaid in full; and

(ii) all sums otherwise payable to the Defaulting Party shall be paid to the Contributing Party until the debt and interest owed by the Defaulting Party to the Contributing Party have been repaid in full.

(b) In the event that the Defaulting Party shall not repay to the Contributing Party the full amount of any advances made to the Joint Venture by the Contributing Party on behalf of the Defaulting Party pursuant to the provisions of this Article, together with all interest thereon within one hundred eighty (180) days of the date of such advance having first been made, the Contributing Party shall have the option, but shall not be obliged, to require that the interests of the parties in the Joint Venture be adjusted such that the interests of the Defaulting Party are deemed to have been transferred to the Contributing Party or Parties so that the interest of the Contributing Party or Parties shall be increased and that of the Defaulting Party decreased in proportion to the advances of Capital Requirement to the Joint Venture by the Defaulting Party and Contributing Party or Parties; it being understood that the interest of a Joint Venturer who is not required to make advances of Capital Requirement shall not be affected. Upon such option being exercised by the Contributing Party, the Defaulting Party shall immediately execute and deliver such conveyances and assurances in favour of the Contributing Party as are necessary or advisable to give full force and effect to the foregoing and thereupon:

(i) this Agreement shall be read as amended wherever necessary to reflect the then changed interests of the parties in the Joint Venture; and

(ii) the whole liability of the Defaulting Party for the payment of interest to the Contributing Party, and for the payment of the demand loan as between the Contributing Party and the Defaulting Party shall be wholly extinguished. Nothing herein contained shall be read or construed as a foreclosure giving rise to any equity of redemption, the same being hereby specifically negated.

<u>ARTICLE 6: MANAGEMENT CONTROL</u>

6.1 <u>Management Powers</u>

The Joint Venturers hereby delegate the overall management and control of the Joint Venture to the Asset Manager other than those decisions set out in Section 6.4. The Asset Manager may, in turn, delegate such portions of its decision making authority and other responsibilities as the Asset Manager, in its sole and unfettered discretion, deems appropriate. Except as specifically set forth in Section 6.4, the Asset Manager shall have the full authority to make all decisions with respect to the Joint Venture Assets.

6.2 <u>Appointment of Owners Committee</u>

The Owners Committee shall consist of one person appointed by each Joint Venturer A Joint Venturer may, by notice in writing to the others, revoke the appointment of a member of the Owners Committee appointed by it and appoint a new member in place of the member whose appointment was so revoked. A Joint Venturer may appoint an alternate representative to act in the event of absence of official appointed representatives. A representative or alternate shall be such Joint Venturer's agent with full authority to bind such Joint Venturer for the purposes contemplated herein. Although not a member of the Owners Committee, the Asset Manager shall be advised in advance of the meetings of the Owners Committee and shall be entitled to send a representative to attend and participate in such meetings. The Asset Manager shall not have a vote at the Owners Committee unless it has been separately appointed as a representative.

6.3 <u>Procedure of the Owners Committee</u>

The procedural rules of the Owners Committee shall be as follows:

(a) representatives representing Joint Venturers holding at the time at least Ninety-Five percent (95%) of the total interest in the Joint Venture, shall constitute a quorum;

(b) a representative may participate in a meeting by conference telephone and shall be deemed to be present at that meeting;

(c) resolutions of the Owners Committee may be passed by unanimous written resolution without the calling of a meeting;

(d) a meeting of the Owners Committee shall, subject as herein provided, take no action without a quorum being present;

(e) if a quorum is not present within thirty (30) minutes of the time called for a meeting the meeting shall be adjourned to a date three business days thereafter, at the same time and place, and notices of such adjourned meeting shall be given to all Joint Venturers;

(f) at such rescheduled meeting pursuant to paragraph 6.3(e) of this Agreement, the representatives present shall be deemed to be a quorum and shall be authorized and empowered to conduct business in the normal manner;

(g) each representative of the Owners Committee shall be entitled to one (1) vote provided that such entitlement to vote shall be suspended with respect to any representative whose appointing Joint Venturer is in default of this Agreement, until such time as that Joint Venturer has cured the default. Except as otherwise provided in this Agreement, each action or motion of the Owners Committee shall be decided by the majority of not less than Seventy-Five percent (75%) of the votes cast;

(h) except for an adjourned meeting pursuant to paragraph 6.3(e) of this Agreement, notice in writing of any Owners Committee meeting and the agenda for such meeting shall be given to each Joint Venturer by the Joint Venturer requesting the meeting at least five (5) days prior to the date fixed for such meeting unless otherwise agreed by the parties, and all meetings shall be held in the City of Calgary at such place as shall be designated by the notice calling the meeting, or as otherwise agreed to by the parties;

(i) there shall be included with a notice of meeting such material and data as may be reasonably required to enable the members of the Owners Committee to determine the position they should take in respect of any vote or election to be made at such meetings;

(j) the decision on any question by consent in writing of all of the representatives of the Owners Committee shall be as valid as if it had been decided at a duly called and held meeting of the Owners Committee and each such decision may be in counterparts each consented to in writing by one or more representatives which together shall be deemed to constitute one decision and such decision or counterpart there of maybe declined by electronic means in part of the Document Format ("PDF") or by facsimile and such PDF decision or counterpart, as the case maybe, shall be deemed an original for all purposes; and

(k) at each meeting of the Owners Committee, a chairman shall be appointed and the chairman thereof shall appoint a secretary who shall keep minutes of the meeting, which minutes shall be distributed to the Joint Venturers within ten (10) business days of such meeting.

(l) in the absence of a meeting of the Owners Committee, the Asset Manager shall continue to oversee the development of the Joint Venture Assets, make Distributions of Available Cash Flow and make Distributions of Available Proceeds.

6.4 Fundamental Decisions

No act shall be taken, sum expended, decision made or obligation incurred by the Joint Venture, the Owners Committee, the Asset Manager, or any Joint Venturer with respect to a matter within the scope of any of the fundamental decisions enumerated below without the unanimous approval of the Owners Committee whose representatives bind the Joint Venturers. Those fundamental decisions are:

1. subject to Sections 5.3 and 5.4, Articles 11, 12 and 13 hereof, the admission of additional parties to or removal of existing parties from the Joint Venture ;
2. termination and replacement of the Asset Manager;
3. termination of the Joint Venture;
4. waiver of Section 5.7;
5. the sale, refinance, lease or change of all or substantially all of the Joint Venture Assets other than in the ordinary course of business;
6. an increase or decrease in, the number of members of the Corporation's Board of Directors or a change in the shareholdings or any amendment to the articles of the Corporation except as contemplated herein
7. requirement for an Additional Contribution by the Joint Venturers.

6.5 Appointment of Asset Manager

The Joint Venture hereby designates and appoints Concrete Equities Inc. or its nominees as the Asset Manager to take care of management and administrative matters regarding the Joint Venture Assets. The duties and obligations of the Asset Manager, and the fees to be payable to the Asset Manager for its services as provided for herein are set out in the Asset Management Agreement and in Article 9, herein. Except as otherwise specifically set forth in Section 6.4, the Asset Manager shall have the full authority to make all decisions with respect to the Joint Venture Assets. The Asset Manager may, in turn, delegate such portions of its decision making authority as the Asset Manager, in its sole and unfettered discretion, deems appropriate. For greater clarity, but without limiting the generality of the foregoing, Concrete Equities Inc. will be entitled to appoint a separate nominee to undertake management and administrative matters regarding each property that is a part of the Joint Venture Assets.

6.6 Replacement of Asset Manager

Should the Asset Manager be terminated pursuant to Section 6.4 of this Agreement, an alternate asset manager shall be appointed as its replacement on or before the effective date of the Asset Manager's termination, on such terms as may be approved by the Owner's Committee.

6.7 Joint Venture Activities

The Joint Venturers acknowledge that the Joint Venture will be investing indirectly in various commercial properties through a variety of investment vehicles, including limited partnerships. As part of this investment strategy, the Asset Manager may raise funds by soliciting investors to be equity participants in the commercial property. The Joint Venturers hereby consent to the participation of the Joint Venture in such capital raising ventures.

ARTICLE 7: THE CORPORATION

7.1 Incorporation of Corporation

The Corporation shall hold legal title to the Joint Venture Assets in its name and shall stand possessed of the Joint Venture Assets as bare trustee only and the beneficial interest in the Joint Venture Assets shall remain in and with the Joint Venturers as their respective undivided interests therein may from time to time exist. Each of the Joint Venturers hereby irrevocably appoints and constitutes the Corporation as its trustee to hold its respective undivided interest in the Joint Venture Assets in the name of the Corporation for so long as it shall be the beneficial owner of undivided interest in the Joint Venture Assets and authorizes the Corporation to deal with its respective undivided interest in the Joint Venture Assets and to enter into such agreement and to do or cause to be done all such other acts and things as may from time to time be required of the Corporation in order to give effect to this Agreement. Where possible, contracts and engagements pertaining to the Joint Venture Assets will be entered into by the Corporation, on its own behalf, and not in the name of the Joint Venturers.

7.2 Shareholdings

The shares of the Corporation shall be held by the Joint Venture in proportion to its Participating Interest.

7.3 Directors and Officers

The Board of Directors of the Corporation shall consist of two (2) directors, one (1) of which will be appointed by each shareholder of the Corporation.

7.4 Trust Declaration

The Corporation shall execute and deliver to each of the Joint Ventures a Declaration of Trust stating that it holds an undivided interest in the Joint Venture Assets for the benefit of the Joint Ventures in or substantially in the form of the Declaration of Trust annexed hereto as Schedule "A". The Corporation shall from time to time as may be required execute and deliver such other declarations of trust in a similar form to all such persons who may at any time be the beneficial owner of any interest in the Joint Venture Assets.

ARTICLE 8: ACCOUNTING AND DISTRIBUTIONS

8.1 Books and Records

The books and records of the Joint Venture shall be maintained and kept at the offices of the Asset Manager in Calgary. The Owners Committee and each of the Joint Ventures shall have the right at all times, upon at least 24 hours prior notice and during usual business hours to audit, examine and make copies of or extracts from the books of account, records and other documents or papers kept in connection with the Joint Venture Assets and the Joint Venture. Such right may be exercised through any agent or employee of such party designated by it in writing, or by a chartered accountant designated in writing by such party. Such party shall bear all Third Party expenses incurred in any examination made for its account.

8.2 Bank Accounts

Funds paid towards or to be utilized in connection with the Joint Venture Assets or paid to or to the account of the Joint Venture Assets shall be deposited in an account or accounts of a type, in the form and name and in a financial institution approved by the Asset Manager.

8.3 Distribution of Available Cash Flow

Subject to Sections 5.7 and 9.7, Available Cash Flow when distributed from time to time shall be distributed in the following manner and descending order of priority:

(a) Sandhu Co. Ten (10%) percent of the Available Cash Flow; and;

(b) Concrete Co. Ninety (90%) percent of the Available Cash Flow.

8.4 Distribution of Available Proceeds

Subject to Sections 5.7 and 9.7, Available Proceeds, when distributed from time to time shall be distributed in the following manner and descending order of priority:

(a) to the payment of debts and liabilities of the Joint Ventures which are then due including any Mortgage Financing which may be required to be paid out upon the refinancing of the Joint Venture Assets;

(b) to the setting up of an Operating Reserve as determined by the Asset Manager which may be necessary for any contingent or unseen liabilities which have arisen or may arise out of or in connection with the Joint Venture;

(c) the balance, if any thereafter, in the ratio of Ninety percent (90%) to the Sandhu Co. and Ten percent (10%) to the Concrete Co. until repayment to the Sandhu Co. of the loan made contemporaneously herewith.

8.5 Distribution of Refinancing Proceeds

Subject to Sections 5.7 and 9.7, Refinancing Proceeds, when distributed from time to time shall be distributed in the following manner and descending order of priority:

(a) to the payment of debts and liabilities of the Joint Ventures which are then due including any Mortgage Financing which may be required to be paid out upon the refinancing of the Joint Venture Assets;

(b) to the setting up of an Operating Reserve as determined by the Asset Manager which may be necessary for any contingent or unseen liabilities which have arisen or may arise out of or in connection with the Joint Venture;

(c) the balance, if any thereafter, in the ratio of Ninety percent (90%) to the Sandhu Co. and Ten percent (10%) to the Concrete Co. until repayment to the Sandhu Co. of the loan made contemporaneously herewith.

8.6 Holdbacks

Notwithstanding anything to the contrary herein or in the Asset Management Agreement, the Asset Manager may hold back a sum sufficient (as the Asset Manager may reasonably consider necessary) to enable the Asset Manager to pay any costs and expenses (including deferred costs and prepaid expenses) which may fall due and become payable by the Asset Manager in connection with its operation and management of the Joint Venture or the Joint Venture Assets prior to the next receipt of monies and the Asset Manager may also, in emergency situations, make disbursements from any cash fund, to pay for any costs and expenses which it reasonably considers should be paid or disbursed under the circumstances.

8.7 Statements

Revenues and expenditures of each Joint Venture as owner of a Joint Venture Interest shall be determined in accordance with generally accepted accounting principles applied on a consistent basis from year to year. As a Joint Venture, each Joint Venture shall separately compute its income from the Joint Venture Assets, and shall separately claim any deductions, allowances and credits which it is entitled to claim in respect of its Joint Venture Interest in the Joint Venture Assets for the purpose of the Income Tax Act. Each Joint Venture will receive financial statements of the Joint Venture no less than once per year.

8.8 Audit, Reviews and Auditors

The financial statements of the Joint Venture shall be reviewed on an annual basis and the accountants in respect of the Joint Venture shall be selected by the Asset Manager. The Asset Manager shall determine whether a review engagement or an audit will be undertaken in any particular year.

8.9 Solicitors

Any solicitors in respect of the Joint Venture and all matters relating to the Joint Venture Assets shall be selected by the Asset Manager.

ARTICLE 9: COMPENSATION

9.1 Asset Manager Fees

The Asset Manager will be entitled to receive such fees and expenses as Asset Manager normally receives with respect to commercial lands that are acquired as part of the business of the principals of Concrete Co. from the Joint Venture a fee for carrying out its responsibilities hereunder.

9.2 Property Management and Appointment of Property Manager

With respect to the projector's or the Joint Venture Assets:

(a) The Asset Manager shall be responsible for arranging and overseeing the day-to-day management and operations of the Joint Venture Assets with the assistance of a competent third party professional property management firm (the "Property Manager") which it will retain and supervise.

(b) The Asset Manager shall permit a Joint Venturer or his representative or agent duly appointed in writing, at the expense of the Joint Venturer, to inspect any property management agreement at any reasonable time during normal business hours at the Executive Offices of the Joint Venture.

9.3 Payment of Fees

Any fee due hereunder to the Asset Manager may be deferred in whole or in part by the Asset Manager in its sole discretion if the Asset Manager is of the opinion that the Joint Venture does not have sufficient funds to pay the fee when due. Such deferral of a fee or fees by the Asset Manager is not to be construed as a waiver of fees by the Asset Manager and any fees that may be deferred will be paid to the Asset Manager at the time of refinancing or sale of the Joint Venture Assets or at any other time when the Joint Venture has sufficient funds to pay such fees and notwithstanding Article 8, shall have a priority over distributions to the Joint Venturers.

ARTICLE 10: RESTRICTIONS ON TRANSFER

10.1 Restriction on Transfer

Except as otherwise expressly permitted in this Agreement, a Joint Venturer shall not mortgage or encumber or sell, transfer or otherwise dispose of the whole or any part of its Joint Venture Interest to another person, firm or corporation without the prior written consent of the other Joint Venturers, which consent may not be withheld unreasonably.

10.2 Permitted Transfers

A Joint Venturer may sell or transfer all, but not less than all of its Joint Venture Interest to any Affiliate of it if the Joint Venturer and the Affiliate enter into an agreement with the other Joint Venturers to the effect that:

(a) the Affiliate shall remain such so long as the Affiliate holds the Joint Venture Interest;

(b) prior to the Affiliate ceasing to be such, the Affiliate shall transfer its Joint Venture Interest back to the Joint Venturer or to another Affiliate of the Joint Venturer provided that such other Affiliate enters into a similar agreement with the remaining Joint Venturers;

(c) the Affiliate will otherwise be bound by and have the benefit of the provisions of this Agreement; and

(d) this Section 11.2 shall operate notwithstanding Section 6.4.

10.3 Transferor Remains Bound

Any sale or transfer by a Joint Venturer pursuant to Section 10.2 of this Agreement shall not release that Joint Venturer from its obligations hereunder.

ARTICLE 11: RIGHTS OF FIRST REFUSAL

11.1 Right of First Refusal

If at any time a Joint Venturer shall receive a bona fide offer from an arm's length third party (the "Third Party") to purchase all of its Joint Venture Interest in the Joint Venture which it intends to accept, such Joint Venturer (the "Offeror") shall forthwith offer by notice in writing ("Offer") delivered to the other Joint Venturers (the "Offerees") the right to purchase, receive or otherwise acquire the Offeror's Joint Venture Interest.

11.2 Contents of Offer

The Offer must state that it is made pursuant to Article 12 of this Agreement and set forth:

(a) an accurate description of the Offeror's Joint Venture Interest;

(b) that each Offeree is entitled to purchase pro rata using a fraction which has as its denominator the percentage of Joint Venture Interest held by all Offerees and which has as its numerator the percentage of Joint Venture Interests held by such Offeree;

(c) the name and address of the Offeror and the Offerees;

(d) the price of the Offeror's Joint Venture Interest expressed in lawful money of Canada;

(e) the terms and conditions of the Offer including the date (the "Completion Date") for completion of transfer of the Offeror's Joint Venture Interest;

(f) that the Offer is open for acceptance for a period of thirty (30) days after the receipt of the Offer by the Offerees; and

(g) the name and address of the Third Party, the price, terms of payment and other terms and conditions of the offer from the Third Party, together with a true copy of the Offer.

11.3 Sale to Third Party

If no Offeree gives written notice to the Offeror accepting the Offer within the thirty (30) day period for acceptance, the Offeror, may within a period of sixty (60) days after the expiry of the period for acceptance, sell, transfer or otherwise dispose of all, but not less than all of its Joint Venture Interest to the Third Party in accordance with the bona fide offer.

11.4 Revival of Restriction

If Section 11.3 of this Agreement applied and the Offeror does not complete a sale to the Third Party within the prescribed period, the provisions of Section 11.1 of this Agreement will again become applicable to the sale, transfer or other disposition of the Offeror's Joint Venture Interest.

11.5 Condition of Purchase

Notwithstanding the foregoing, no disposition of any Joint Venture Interest permitted by Section 11.3 of this Agreement will be made unless the Third Party first agrees to enter into an agreement with the Offerees pursuant to which the Third Party will be bound by and entitled to the benefit of the provisions of this Agreement in the place of the Offeror and the Offeree (s) and the other Joint Venturers will enter into such an agreement.

11.6 Termination of Rights

Any Joint Venturer who disposes of all of its Joint Venture Interest after compliance with the provisions of this part will be entitled to the benefit of and be bound by only the rights and obligations that arose pursuant to this Agreement before such disposition.

11.7 Resignations

On the closing of any sale under this Part, the Offeror will cause its nominees as applicable, to resign their positions as representatives on the Owners Committee and as directors and/or officers of the Corporation.

11.8 Second Offer

If the Offer has been partially accepted by some but not all of the Offerees before expiration of the Offer, then the Offeror shall be required to immediately make a similar written offer to the Offeree which accepted the Offer to sell the remaining Joint Venture Interest on the same basis as described in Sections 12.2, 12.3, 12.4, 12.5, 12.6 and 12.7 of this Agreement.

11.9 Operation Notwithstanding Section 6.4

This Article 12 shall operate notwithstanding Section 6.4.

ARTICLE 12: BANKRUPTCY OR OTHER INVOLUNTARY TRANSFERS

12.1 Option

In the event of the bankruptcy, insolvency, winding-up or liquidation of any Joint Venturer or if a receiver be appointed in respect of the whole or substantially the whole of the assets of any Joint Venturer or in the event of a transfer, voluntary or involuntary by any Joint Venturer of its Joint

Venture Interest or any part thereof or interest therein to any creditor in total or partial satisfaction of any debt, obligation, judgment or other liability (any trustee, liquidator or receiver of such Joint Venturer, or its assets, or any such creditor being hereinafter referred to as the "Involuntary Transferee" and the bankrupt or insolvent Joint Venturer, or the Joint Venturer whose Joint Venture Interest passes to the Involuntary Transferee being hereinafter referred to as the "Insolvent Venturer" and the remaining Joint Venturers being hereinafter referred to as the "Solvent Venturer(s)"), the remaining Solvent Venturer(s) or such of them as wish to, shall have the sole, exclusive and irrevocable option to purchase in proportion to their Participating Interest all but not less than all of the Insolvent Venturer's Joint Venture Interest from the Involuntary Transferee. The option shall be exercisable by the Solvent Venturer(s) within the later of:

(a) ninety (90) days following the vesting or transfer of the Joint Venture Interest to the Involuntary Transferee; or

(b) thirty (30) days following the determination of the Option Price provided for in Section 12.3 of this Agreement.

Notwithstanding the foregoing, the Solvent Venturers may amend the proportion of the Insolvent Venturer's Joint Venture Interest that each Solvent Venturer is entitle to acquire by agreement between the Solvent Venturers who exercise their option under this Section 13.1.

12.2 Exercise of Option

The option shall be exercised by the Solvent Venturer(s) within the time limited for acceptance in Section 12.1 of this Agreement by written notice to the Involuntary Transferee. The written notice to the Involuntary Transferee and the written notice evidencing the exercise of the option together with this Agreement shall be deemed and construed to be a binding Agreement of Purchase and Sale to be completed in the manner provided for in this Article 13. If the option is not exercised by the Solvent Venturer(s) by written notice within the time limited for acceptance in Section 12.1 of this Agreement, the option shall be null and void.

12.3 Option Price

The price of the Insolvent Venturer's Joint Venture Interest shall be the fair market value of the Insolvent Venturer's Joint Venture Interest as of the date of the vesting or transfer thereof to the Involuntary Transferee net of liability and net of any real estate or other sales commissions that would otherwise be payable (hereinafter referred to as the "Option Price"). Fair market value shall be determined by independent appraisal by an appraiser having been ordinarily engaged in the business of multi-family and / or commercial real estate appraisal in the City of Red Deer for a period of at least three (3) years, which appraisal shall be final and binding upon the parties. If the parties cannot agree on the appointment of an independent appraiser, the appointment shall be determined by arbitration pursuant to the provisions of the *Arbitration Act* (Alberta). The Option Price shall be increased or reduced as the case may be, by such sum as the Insolvent Venturer would have received or have been obligated to pay if termination of the operations of the Joint Venture was effective as of the Involuntary Closing Date.

12.4 Transfer

If the Solvent Venturer(s) exercise the option as herein required, the conveyance of the Insolvent Venturer's Joint Venture Interest to it or them, as the case may be, by the Involuntary Transferee shall take place on the last day of the second month following the month in which the Solvent Venturer(s) shall exercise the option (herein referred to as the "Involuntary Closing Date"). If such day be a Saturday, Sunday or holiday, then the first business day thereafter shall be the Involuntary Closing Date.

12.5 Payment of Option Price

The Option Price payable by the Solvent Venturer(s) if the option is exercised in the manner herein required, shall be paid or satisfied as follows:

(a) an amount equal to Ten percent (10%) of the Option Price shall be paid by the Solvent Venturer(s) to the Involuntary Transferee as a deposit by certified cheque and shall accompany the Solvent Venturer(s)' written notice electing to exercise the option;

(b) a further amount equal to Ten percent (10%) of the Option Price shall be paid by Solvent Venturer(s) to the Involuntary Transferee by certified cheque on the Involuntary Closing Date;

(c) the balance of the Option Price (namely Eighty percent (80%) of the Option Price) shall be paid to the Involuntary Transferee in four (4) equal annual instalments due and payable respectively on the first, second, third and fourth anniversaries of the Involuntary Closing Date together with interest on the outstanding balance of the Option Price calculated and paid annually at the rate equal to Prime Rate per annum. Interest payments shall be made concurrently with the annual instalments of the Option Price. The parties agree that in addition to the Option Price, the Solvent Venturer(s) shall also assume in consideration of the conveyance to it or them of the Insolvent Venturer's Joint Venture Interest, the Insolvent Venturer's proportionate share of the principal balance outstanding pursuant to any mortgage or other balance outstanding pursuant to any mortgage or other charge against the Joint Venture Assets at the Involuntary Closing Date.

13.6 Operation Notwithstanding Section 6.4

This Article 13 shall operate notwithstanding Section 6.4.

ARTICLE 13: ADDITIONAL PROVISIONS RESPECTING SALES

13.1 Power of Attorney

Each Joint Venturer, by his execution hereof, jointly and severally, makes, constitutes and appoints the Asset Manager as his true and lawful agent and attorney, with full power of substitution, in his name, place and stead to:

(a) to make, execute, sign, acknowledge, swear to, record and file in the appropriate public offices all instruments, declarations, certificates and conveyances necessary to reflect the amendment of this Agreement and/or the dissolution and termination of the Joint Venture including the execution of any elections under the Income Tax Act (Canada) and any analogous provincial legislation deemed necessary or desirable to carry out the provisions of this Agreement in accordance with its terms;

(b) to execute and file with any governmental body or instrumentality thereof any documents required to be filed in connection with the business, property, assets and undertaking of the Joint Venture;

(c) to execute and deliver such documents on behalf and in the name of each Joint Venturer as may be necessary to give effect to the provisions of this Agreement;

(d) where a new Joint Venturer has been admitted to the Joint Venture or there has been a transfer of all or part of a Joint Venturer's Interest in accordance with this Agreement, to execute and deliver all instruments that effect a change or modification of the this Agreement in accordance with this Agreement, (including without limitation the addition, removal or substitution of Joint Venturers pursuant to Articles 5, 11, 12 or 13) including, without limitation, an amendment of this Agreement; and

(e) to execute and deliver all other instruments which may be required or permitted by law to be filed on behalf of the Joint Venture as determined by the Asset Manager, acting reasonably.

The foregoing power of attorney:

(a) is coupled with an interest and shall be irrevocable and survive the death or incapacity of each Joint Venturer;

(b) may be exercised either by signing separately as attorney-in-fact for each Joint Venturer or, after listing all of the Joint Venturer executing an instrument, by a single signature of the person acting as attorney-in-fact for all of them;

(c) shall survive the delivery of an assignment or transfer by a Joint Venturer of all or any portion of his Interest; except that, where the assignment or transfer of such Joint Venturer's Interest has been carried out in accordance with Article 5, 11, 12 or 13 or, the power-of-attorney of such Joint Venturer shall survive the delivery of such assignment for the sole purpose of enabling the Asset Manager to execute, acknowledge and file any instrument necessary to effect such assignment or transfer; and

(e) will extend to and be binding upon the heirs, executors, administrators, legal personal representatives, successors and assigns of the Joint Venturer.

Each Joint Venture shall execute and deliver to the Asset Manager within five days after receipt of the Asset Manager's request such further designations, powers of attorney and other instruments as the Asset Manager deems necessary, acting reasonably.

13.2 Tender

Notwithstanding any other provision of this Agreement, any tender of documents or funds by a Vendor or Purchaser, as defined in this Article 14 shall be sufficiently made upon the Vendor or Purchaser if made upon its solicitors.

13.3 Novation

Notwithstanding any other provisions of this Agreement, it is agreed that no Joint Venturer shall sell, dispose of or alienate its Joint Venture Interest to any person who is not already a party to this Agreement or bound thereby, unless such person shall execute and deliver an appropriate instrument in writing in favour of the Joint Venturers whereby such person shall agree to observe and be bound by all the provisions herein as if that person had been a party hereto in the first instance and as if that person had been named as a Joint Venturer in this Agreement in the first instance.

13.4 Discharge of Indebtedness

If, on the Completion Date, the closing date contemplated by the Offer, or Involuntary Closing Date, as the case may be, the Vendor is indebted to the Joint Venture in an amount recorded in the books of the Joint Venture, and subsequently verified by the auditors of the Joint Venture, the Purchaser shall have the right to pay, satisfy and discharge all or any portion of such indebtedness out of the cash portion of the price pursuant to the Offer or of the Option Price, as the case may be.

13.5 Entire Participating Interest

Subject to the provisions of Article 5 of this Agreement, no Joint Venture Interest shall be sold, disposed of or alienated unless it represents the entire Joint Venture Interest of the Joint Venturer wishing to sell, dispose of or alienate the same unless it is specifically contemplated herein.

13.6 Discharge of Securities

If, at the time of any sale effected pursuant to the provisions of this Agreement, the Vendor shall have any guarantees, securities or covenants lodged with third parties to secure the indebtedness, liability or obligations of the Joint Venture, then the Purchaser shall use its reasonable best efforts to deliver up, or cause to be delivered up to the Vendor upon the Completion Date, or Involuntary Closing Date a cancellation of such guarantees or covenants and a re-transfer to the Vendor of such securities. In the event that, notwithstanding such reasonable efforts, the release of such guarantee, security or covenant is not obtained, then the Purchaser shall indemnify and save harmless the Vendor from any and all liability under the terms of such guarantees, securities or covenants.

13.7 Corporation Shareholdings Upon Completion of Transaction

Upon the completion of the transactions pursuant to Section 5.12 and Articles 12, 13 and 14 of this Agreement, it is understood and agreed that the shareholdings in the Corporation shall be transferred accordingly and each of the Joint Venturers shall do and cause to be done all such things as may be necessary to effect such transfer in shareholders of the Corporation and any officer of the Corporation may, as the true and lawful attorney hereby appointed make, execute and deliver such documents and assurances as may be necessary to record such change in shareholdings.

13.8 No Redemption

Nothing contained in this Agreement shall be read or construed as a foreclosure giving rise to any equity of redemption, the same being hereby specifically negated.

ARTICLE 14: DISPUTE RESOLUTION

14.1 Representatives for Disputes

Each Joint Venturer shall each name a "representative" who may be replaced at any time, to whom any disputes between the parties shall be initially submitted.

14.2 Manner of Dispute Resolution

In the event of a dispute in respect of a matter hereunder which requires a decision of the Joint Venturers, the parties irrevocably undertake to adopt the following procedures rather than seek recourse to the courts, save as herein expressly provided:

(a) the representatives shall in first instance use their best efforts to seek to resolve the dispute;

(b) in the event of failure to resolve, the dispute will be submitted to the chief executive officers or their designates of each Joint Venturer who shall jointly use their best efforts to resolve the dispute;

(c) only when this path has been exhausted may either Joint Venturer resort to binding arbitration. The parties shall in such event, either agree to a single arbitrator or each name an arbitrator within 10 working days of a notice by any party requesting such action. The arbitrator(s) shall proceed with all due dispatch, hear the dispute and follow procedures in according with the *Arbitration Act* (Alberta).

Notwithstanding the foregoing, nothing herein shall interfere with or prevent the exercise by a Joint Venturer of its rights under Section 5.2, 5.3, 5.4 or Articles 12, 13 and 14 of this Agreement.

ARTICLE 15: COVENANTS OF THE PARTIES

15.1 Covenants

Each of the Joint Venturers shall:

(a) insofar as it is its responsibility to do so pursuant to this Agreement or any agreement contemplated hereby, not do any act or thing or fail or omit to do any act or thing that it may be obligated to do which could cause a breach of or a default in respect of any permit, licence, claim, lease or other right associated with the Joint Venture Assets;

(b) insofar as it is its responsibility to do pursuant to this Agreement or any agreement contemplated hereby, not to surrender any such permit, licence, claim, lease or other right without the consent of the other Joint Venturers and shall maintain in good standing, including all necessary renewals thereof, all permits, licenses, claims and leases which are associated with the Joint Venture Assets or used in connection therewith;

(c) do or cause to be done such acts as may be reasonably necessary or desirable in order to ensure that its obligations hereunder may be fulfilled; and

(d) pay all taxes, royalties, rates, assessments, governmental charges, penalties, interest and fines in respect of its Joint Venture Interest.

ARTICLE 16: WARRANTIES AND REPRESENTATIONS

16.1 Warranties and Representations

Each Joint Venturer represents and warrants to the others that:

(a) if a body corporate, it is a body corporate duly incorporated, organized and validly subsisting under the laws of its incorporating jurisdiction and is qualified to carry on business in the jurisdiction where it is carrying on business;

(b) it has full power and authority to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated will conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;

(d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents; and

(e) it is not a non-resident of Canada within the meaning of the Income Tax Act.

ARTICLE 17: NOTICES

17.1 Addresses

Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing and shall be given by the delivery of the same to the registered office of a party or to any address for service which has been served by a Joint Venturer or the Corporation upon the other parties. In addition, such notice, direction or other instrument maybe delivered by facsimile to the following facsimile numbers:

Concrete Co. – 403-265-1658

Sandhu Co. – 403-640-0103

In addition, reports and other information may be sent to the Joint Venturers by facsimile transmission or Canada Post, delivery or email to the last facsimile number, postal address, street address or email address, as the case may be, provided by a Joint Venturer or the Corporation to the other parties..

17.2 Deemed Receipt

Any notice, direction or other instrument aforesaid shall be deemed to have been given on the day it is delivered, if delivered, or on the business day following its legible transmission if telecopied.

17.3 Change of Address

Any party may at any time give to any other party notice in writing of any change of address or telecopier number of the party giving such notice and from and after the giving of such notice the address or telecopier number therein specified will be deemed to be the address or telecopier number of such party for the purposes of giving notice hereunder.

ARTICLE 18: GENERAL

18.1 Further Assurances

The Parties hereto shall execute such further documents and do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement.

18.2 Waiver

No consent or waiver, express or implied, by either Joint Venturer to or of any breach or default by the other Joint Venturer in the performance by the other of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach of default in the performance by such other party of the same or of any other obligations of such Joint Venture hereunder. Failure on the part of any Joint Venturer to complain of any act or failure to act on the other Joint Venturer or to declare the other Joint Venturer in default irrespective of how long such failure continues, shall not constitute a waiver by such Joint Venturer of its rights hereunder.

18.3 Severability

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

18.4 Time of Essence

Time shall be of the essence in this Agreement.

18.5 Governing Law

This Agreement shall be governed by the laws of the Province of Alberta.

18.6 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

18.7 Entire Agreement

This Agreement shall constitute the entire agreement of the parties with respect to the Joint Venture and shall not be changed, modified or discharged except by an instrument in writing of equal formality herewith.

18.8 Counterparts

This Agreement may be executed in counterparts, each executed counterpart shall be deemed to be an original and all such counterparts when read together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, month and year as shown on the first page of this Agreement.

1209063 Alberta Ltd.

Per: ______________________

URBAN REGISTERED CORP>

Per: ______________________

934608 Alberta Ltd.

Per: ______________________

SCHEDULE "A"

DECLARATION OF TRUST

This Declaration of Trust is dated and effective November 29, 2007.

AMONG:

1209063 Alberta Ltd.

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

- and -

URBAN REGISTERED CORP.

OF THE SECOND PART

- and -

934608 Alberta Ltd.

OF THE THIRD PART

WHEREAS:

A. The parties hereto have entered into a Joint Venture Agreement where the effective date is September ____, 2008 (the "JVA").

B. Pursuant to the terms of the JVA, the Corporation is required to hold title to the The Joint Venture Assets (as that term is defined JVA), in trust, as bare trustee and nominee for and on behalf of the class consisting of the Joint Venturers (as that term is defined in the JVA) under the JVA from time to time, which as of the date hereof, is composed of the following:

a) Langara

subject to change in the interests in the Joint Venture Assets under the JVA from time to time (individually the "Party" and collectively the "Parties").

NOW THEREFORE in consideration of the above noted premises, other good and valuable consideration and the sum of Ten ($10.00) Dollars now paid by each party hereto to the other (the sufficiency and receipt of which consideration is hereby acknowledged by each of the parties herein) the parties hereto covenant and agree as follows:

1. The Corporation declares and agrees that as and from the date hereof it holds or is entitled to hold registered title to the Joint Venture Assets, for each Party as to its respective interest as bare trustee and nominee for and on behalf of each Party, who continue to hold all of the beneficial right, title and interest in and to the Joint Venture Assets as to their respective interests including all rights, benefits and advantages and subject to all obligations, liabilities and disadvantages of or attendant thereto.

2. The Corporation hereby declares and confirms that it has not and never has had any beneficial interest in any of the Parties' respective interests and that all profits, rents or other income therefrom, including any proceeds arising from the sale or other disposition of any Party's interest at any time hereinafter, do not in any manner whatsoever belong to the Corporation but are the property of and subject to the order and control of each Party, its successors and assigns.

3. The Corporation covenants, agrees and undertakes to and with each Party that it shall, upon the request of any Party made in accordance with the JVA as to its respective interest and its cost, execute all documents and do all acts and things as may be necessary to give effect to any transfer or dealing with that Party's interest, by or at the instance of that party and, if so required, to protect that Party's interest.

4. The Corporation agrees to perform on behalf of each Party and to the extent that each has provided all necessary funds to the Corporation, on a timely basis, all obligations including mortgages, obligations, responsibilities and acts pertaining to their respective interests. This Declaration of Trust shall be governed by the laws of the Province of Alberta and shall enure to the benefit of and be binding upon the Corporation, its respective successors and assigns. Time shall be of the essence. If any provision of this Declaration of Trust shall be found to be void or unenforceable, this Declaration of Trust shall be read exclusive of such provision and the Corporation shall execute such further documents, give such further assurances and do such things and acts as may be necessary or desirable to carry out the true intent of this Declaration of Trust.

5. Notwithstanding anything to the contrary, recourse by the Corporation against the Parties, directly or indirectly and whether as agent or otherwise, shall be limited to the assets of the trust hereby created and none of the Parties shall have any personal liability to the Corporation in any way with respect hereto or to the Joint Venture Assets.

IN WITNESS WHEREOF the Corporation has executed this Declaration of Trust on the day, month and year as shown on the first page of this Declaration of Trust.

1209063 Alberta Ltd.

Per: ______________________________

URBAN REGISTERED CORP.

Per: Dave Humeniuk ______________________________

934608 Alberta Ltd.

Per: ______________________________

APPENDIX KK

PROMISSORY NOTE

$5,000,000.00 (CDN) Date: August 25, 2008

FOR VALUE RECEIVED, the undersigned (the "Borrowers") covenant and agree to comply with the terms of this Promissory Note and promises to pay to The Sandhu Family or its designate (the "Lender") at 50 McKenzie Lake Island SE., Calgary, Alberta or such other place as the Lender may designate, or order, the sum of FIVE MILLION CANADIAN DOLLARS ($5,000,000.00 CDN) with interest, in the manner and upon the terms following:

(a) The first advance of One Million Dollars will occur August 25, 2008.

(b) The second advance of FOUR MILLION will occur no later than September 12, 2008.

(c) Principal in the sum of FIVE MILLION CANADIAN ($5,000,000.00 CDN) DOLLARS shall be due and payable two years from the date on which the full $5,000,000 has been advanced ;

(d) Repayment of the debt will occur through participation in projects going forward in accordance with the Lender's 10% interest in the Concrete Group's projects.The lender will exercise his right of first refusal on the Concrete Group's projects and therefore the repayment date will automatically move forward if the Lender choses not to participate in a specific project.

(e) Interest at the rate of P +3% per annum calculated monthly, not in advance, shall accrue on the aforesaid sum of $1,000,000 from August 25, 2008 and on the total $5,000,000.00 from and including September 12, 2008 to the date of payment before and after maturity, default and payment;

(f) If the Interest chargeable hereunder would, except for this provision, be a criminal rate, then the Interest Rate shall be 1% per annum less than the minimum rate which would be a criminal rate calculated in accordance with generally accepted actuarial practices and principles (hereinafter called the "Stipulated Interest Rate"). In this event, the Lender shall be a trustee holding in trust for the undersigned any monies paid in excess of the Stipulated Interest Rate;

(g) All monies due and owing hereunder shall, at the option of the Lender, become immediately due and payable and the Borrower shall be in default hereunder in the event that:

SIGNATURE PAGE TO
PROMISSORT NOTE

Executed by
The Concrete Group,
on the 25th day of, August, 2008.
by its authorized signatory(ies):

Dave Humeniuk

Dave Humeniuk

CONCRETE GROUP OF COMPANIES

		Incorporation	BIN/GST #	Directors	Officers	Shareholders
DV/Millrise (212 Units)	**Wealthcrete Investment Corporation** Safeguard Real Estate Investment Fund LP	Alberta Dec 16, 2005 #2012104101	80891-0277 RT0001	David C. Jones Vinny Aurora Dave Humeniuk	Pres-David Jones VP-Vinny Aurora Sec/Treas-Dave Humeniuk	Class "A" Common Voting David C. Jones (33.4) Vinny Aurora (33.3) Dave Humeniuk (33.3)
SNC Lavalin (245 Units)	**Concrete Associates Investment Corporation** Safeguard Real Estate Investment Fund II LP	Alberta March 27, 2006 #2012317059	85799-4768 RT0001	David C. Jones Vinny Aurora Dave Humeniuk	Pres-David Jones VP-Vinny Aurora Sec/Treas-Dave Humeniuk	Class "A" Common Voting David C. Jones (33.4) Vinny Aurora (33.3) Dave Humeniuk (33.3)
	Concrete Registered Investments Inc.	Alberta April 12, 2006 #2012350894 (CRA Public June 19/07)	85593-3560 RC0001	David C. Jones Vinny Aurora Dave Humeniuk	Pres-David Jones VP-Vinny Aurora Sec/Treas-Dave Humeniuk	Class "A" Common Voting David C. Jones (33.4) Vinny Aurora (33.3) Dave Humeniuk (33.3) Class "B" Common Non-Voting
Castleridge (272 Units)	**Concrete Associates II Investment Corporation** Safeguard Real Estate Investment Fund III LP	Alberta November 1, 2006 2012787095	83191-0567 RT0001	David C. Jones Vinny Aurora Dave Humeniuk	Pres-David Jones VP-Vinny Aurora Sec/Treas-Dave Humeniuk	Class "A" Common Voting David C. Jones (33.4) Vinny Aurora (33.3) Dave Humeniuk (33.3)
	Concrete RRSP Holdings Inc.	Alberta Sept 22, 2006 #2012702037 (CRA Public Sep 26/06)	83285-9326 RC0001	David C. Jones Vinny Aurora Dave Humeniuk	Pres-David Jones VP-Vinny Aurora Sec/Treas-Dave Humeniuk	Class "A" Common Voting David C. Jones (33.4) Vinny Aurora (33.3) Dave Humeniuk (33.3) Class "B" Common Non-Voting
CE Place (500 Units)	**Concrete Associates III Investment Corporation** Safeguard Real Estate Investment Fund IV LP	Alberta April 13, 2007 2013149154	84565 2593 RT0001	Vinny Aurora Dave Humeniuk	Pres-Vinny Aurora VP/Sec/Treas-Dave Humeniuk	Class "A" Common Voting Vinny Aurora (51) Dave Humeniuk (49)
	Concrete Place Registered Corp.	Alberta April 13, 2007 2012149774 (CRA Public Feb 27/08)	84565 3591 RC0001	Vinny Aurora Dave Humeniuk	Pres-Vinny Aurora VP/Sec/Treas-Dave Humeniuk	Class "A" Common Voting Vinny Aurora (51) Dave Humeniuk (49)

CONCRETE GROUP OF COMPANIES

	Company	Incorporation	BIN/GST #	Directors	Officers	Shareholders
M E G Place (1670 Units)	**Concrete Associates IV Investment Corporation** Safeguard Real Estate Investment Fund V LP	Alberta Nov 23, 2007 2013648312	82657 5219 RT0001	Dave Humeniuk Vinny Aurora	Pres-Dave Humeniuk VP/Sec/Treas-Vinny Aurora	Class "A" Common Dave Humeniuk (50) Vinny Aurora (50)
	First and Tenth RRSP Corp.	Alberta Nov 23, 2007 2013648544	82599 4759 RC0001	Dave Humeniuk Vinny Aurora	Pres-Dave Humeniuk VP/Sec/Treas-Vinny Aurora	Class "A" Common Dave Humeniuk (50) Vinny Aurora (50) Class "B" Common Non-Voting
Glenmore/Airways (371 Units)	**Concrete Associates V Investment Corporation** Safeguard Real Estate Investment Fund VI LP	Alberta April 16, 2008 2013951138	85748 2491 RT0001	Vinny Aurora Dave Humeniuk Vincenzo De Palma	Pres-Vinny Aurora VP-Dave Humeniuk Sec/Treas-Vincenzo De Palma	Class "A" Common Vinny Aurora (34) Dave Humeniuk (33) Vincenzo De Palma (33)
	Glenway Registered Capital Corp. (Bonds)	Alberta July 8, 2008 2014126037		Dave Humeniuk Vinny Aurora Vincenzo De Palma	Pres-Dave Humeniuk VP-Vinny Aurora Sec/Treas-Vincenzo De Palma	Class "A" Preferred Eyelogic Systems Inc. (60,000) Dave Humeniuk (40,000))
	A.G. Registered Investments Corp. (Shares)	Alberta July 8, 2008 2014126326		Dave Humeniuk Vinny Aurora Vincenzo De Palma	Pres-Dave Humeniuk VP-Vinny Aurora Sec/Treas-Vincenzo De Palma	Class "A" Common Dave Humeniuk (1) Class "B" Common Non-Voting
Symcor/Otis (620 Units)	**Concrete Associates VI Investment Corporation** Safeguard Real Estate Investment Fund VII LP	Alberta April 16, 2008 2013951492	85749 1294 RT0001	Dave Humeniuk Vinny Aurora Vincenzo De Palma	Pres-Dave Humeniuk VP-Vinny Aurora Sec/Treas-Vincenzo De Palma	Class "A" Common Dave Humeniuk (34) Vinny Aurora (33) Vincenzo De Palma (33)
	Eleventh and Tenth Registered Capital Corp. (Bonds)	Alberta June 24, 2008 2014099028		Dave Humeniuk Vinny Aurora Vincenzo De Palma	Pres-Dave Humeniuk VP-Vinny Aurora Sec/Treas-Vincenzo De Palma	Class "A" Preferred Eyelogic Systems Inc. (60,000) Dave Humeniuk (40,000))
	Symot Registered Investments Corp. (Shares)	Alberta June 24, 2008 2014099101		Dave Humeniuk Vinny Aurora Vincenzo De Palma	Pres-Dave Humeniuk VP-Vinny Aurora Sec/Treas-Vincenzo De Palma	Class "A" Common Dave Humeniuk (1) Class "B" Common Non-Voting

CONCRETE GROUP OF COMPANIES

		Incorporation	BIN/GST #	Directors	Officers	Shareholders	
Santa Clara (2500 Units)	**El Golfo Investment Corporation** Santa Clara Real Estate Investment Fund LP	Alberta June 4, 2007 2013274408	85192 7558 RC0001	Dave Humeniuk Vinny Aurora	Pres/Treas-Dave Humeniuk VP/Sec-Vinny Aurora	Class "A" Common Dave Humeniuk (50) Vinny Aurora (50)	
	Santa Clara Registered Corp.	Alberta Sept 12, 2007 2013491788	83433 9152 RC0001	Dave Humeniuk Vinny Aurora	Pres/Sec/Treas-Dave Humeniuk VP-Vinny Aurora	Class "A" Common Dave Humeniuk (50) Vinny Aurora (50) Class "B" Common Non-Voting	
Conchas Chinas (35 Units)	**Costa Koraal Investment Corporation** Conchas Chinas Real Estate Investment Fund LP	Alberta Aug 24, 2007 2013455197	83901 9817 RC0001	Dave Humeniuk Vinny Aurora	Pres-Vinny Aurora VP/Sec-Dave Humeniuk	Class "A" Common Dave Humeniuk (50) Vinny Aurora (50)	4
Luna Morada (100 Units)	**Luna Morada Investment Corporation** Calle Mariposas Limited Partnership	Alberta Sept 19, 2007 2013507864	83347 9819 RC0001	Dave Humeniuk Vinny Aurora	Pres/Sec/Treas-Dave Humeniuk VP-Vinny Aurora	Class "A" Common Dave Humeniuk (50) Vinny Aurora (50)	5
CE Place (Flrs 8 & 13)	**Concrete Place Properties Ltd.** Concrete Properties Limited Partnership	Alberta Nov 15, 2007 2013630377	82816 8955 RT0001	Vinny Aurora Dave Humeniuk	Pres-Vinny Aurora VP/Sec-Dave Humeniuk	Class "A" Common Dave Humeniuk (50) Vinny Aurora (50)	4
	Concrete Equities Executive Club Inc.	Alberta May 28, 2008 2014042200	84364 4899 RC0001	Dave Humeniuk Vinny Aurora Vincenzo De Palma	Pres-Dave Humeniuk VP-Vinny Aurora Sec/Treas-Vincenzo De Palma	Class "A" Voting Dave Humeniuk (34) Vinny Aurora (33) Vincenzo De Palma (33) Class "B" Non-Voting (see minute book)	
	Concrete Equities Inc.	Alberta Nov 23, 2005 2012062861	81110 7671 RC0001	David C. Jones Vinny Aurora Dave Humeniuk	President/CEO-David Jones COO-Vinny Aurora Sr. VP-Dave Humeniuk	Class "A" Common Voting David C. Jones (33.4) Vinny Aurora (33.3) Dave Humeniuk (33.3)	

CONCRETE GROUP OF COMPANIES

		Incorporation	BIN/GST #	Directors	Officers	Shareholders
	Glenair Registered Corp.	Alberta April 18, 2008 2013957069	85772 1229 RC0001	Vinny Aurora Dave Humeniuk Vincenzo De Palma	Pres-Vinny Aurora VP-Dave Humeniuk Sec/Treas-Vincenzo De Palma	Class "A" Common Vinny Aurora (34) Dave Humeniuk (33) Vincenzo De Palma (33)
	Urban Registered Corp.	Alberta April 18, 2008 2013957267	85772 2425 RC0001	Dave Humeniuk Vinny Aurora Vincenzo De Palma	Pres-Dave Humeniuk VP-Vinny Aurora Sec/Treas-Vincenzo De Palma	Class "A" Common Dave Humeniuk (34) Vinny Aurora (33) Vincenzo De Palma (33)
	El Golfo Properties Canada Inc.	Alberta Jan 5, 2007 #2012919755	86024 2783 RT0001	Vinny Aurora Dave Humeniuk Milton Kiehlbauch	Pres-Vinny Aurora Treas-Dave Humeniuk Sec-Milton Kiehlbauch	Class "A" Common Concor Pacific Inc. (1)
	Concor Pacific Inc.	Alberta Jan 5, 2007 2012919359	85964-0187 RT0001	Vinny Aurora Dave Humeniuk Milton Kiehlbauch	Pres-Vinny Aurora Treas-Dave Humeniuk Sec-Milton Kiehlbauch	Class "A" Common Tahiliani International (1) Denver Mick and Spark Inc. (1) Corridor Pacific Corp. (1)
	Concor Pacific Puerto Vallarta S.A. De C.V.	Mexico January 30, 2007		Vinny Aurora Dave Humeniuk Milton Kiehlbauch		
	1291696 Alberta Ltd.	Alberta Jan 5, 2007 #2012916967		Vinny Aurora Dave Humeniuk Milton Kiehlbauch	Pres-Vinny Aurora Treas-Dave Humeniuk Sec-Milton Kiehlbauch	Class "A" Common Tahiliani International Corp (1) Denver Mick and Spark Inc. (1) Corridor Pacific Corp. (1)
Milton's Company	**Corridor Pacific Corp.**					
Dave Personal	**Denver Mick & Spark**					
Vinny Personal	**Talihani International Investments Inc.**					
Dave Personal	**Teluric International Investment Limited**					

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APPENDIX LL

This is Exhibit "H" referred to
in the Affidavit of
Darcy Sinclair
Sworn before me this 31
Day of August A.D.2009

A Commissioner for Oaths in and for
the Province of Alberta

TRAVIS LYSAK
BARRISTER & SOLICITOR

PROMISSORY NOTE

Dated: September 15, 2008

IN CONSIDERATION OF THE AGREEMENT by 934608 Alberta Ltd. to loan $5,000,000.00 to Dave Humeniuk, Vinny Aurora and Vincenzo De Palma (the "Promissors") and in any event as a deed under the seal of the Promissors valid and binding with or without consideration, the Promissors hereby jointly and severally promise to pay to 934608 Alberta Ltd. the said sum of $5,000,000.00 on December 31, 2010 with interest thereon calculated at the rate of the Alberta Treasury Branch prime rate for commercial loans in Canada plus Twelve (12%) percent per annum.

The makers of this Note hereby waive demand, presentation of payment, notice of non-payment and protest.

Signed, sealed and delivered	)
	)
before me this	)
	) ______________________
September 15, 2008.	) Dave Humeniuk
	)

____
Vinny Aurora

____
Vincenzo DePalma

PROMISSORY NOTE

Dated: September 18, 2008

IN CONSIDERATION OF THE AGREEMENT by 934608 Alberta Ltd. to loan $5,000,000.00 to Dave Humeniuk, Vinny Aurora and Vincenzo De Palma (the "Promissors") and in any event as a deed under the seal of the Promissors valid and binding with or without consideration, the Promissors hereby jointly and severally promise to pay to 934608 Alberta Ltd. the said sum of $5,000,000.00 on December 31, 2010 with interest thereon calculated at the rate of the Alberta Treasury Branch prime rate for commercial loans in Canada plus Twelve (12%) percent per annum.

The makers of this Note hereby waive demand, presentation of payment, notice of non-payment and protest.

Signed, sealed and delivered	)
before me this	)
	)
September 18, 2008.	) Dave Humeniuk
	) Dave Humeniuk
	)

_______________________ Vinny Aurora

Vincenzo DePalma

APPENDIX MM

THIS AGREEMENT made effective as of the 18 day of September, 2008.

BETWEEN:

934608 ALBERTA LTD. A CORPORATION INCORPORATED UNDER THE LAWS OF THE PROVINCE OF ALBERTA
(the "Lender")

– and –

DAVE HUMENIUK, of the City of Calgary in the Province of Alberta
(the "Borrower")

This is Exhibit "....." referred to in the Affidavit of
Darcy Sandre
Sworn before me this 23
Day of July A.D. 2
....
A Commissioner for Oaths in and for the Province of Alberta
TRAVIS LYSAK
BARRISTER & SOLICITOR

SHARE HYPOTHECATION AGREEMENT

WHEREAS, as continuing security for the payment and performance of all present and future obligations of the Borrower to the Lender, the Lender has requested that the Borrower provide this Hypothecation to the Lender and that the Borrower do all things necessary in order to give full force and effect to this Hypothecation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Lender granting the Loan to the Corporation and in further consideration of the Borrower deriving a benefit from the Loan and in further consideration of the sum of Ten ($10.00) Dollars now paid by the Lender to the Borrower (the receipt and sufficiency of all of such consideration being hereby acknowledged) and of the mutual covenants and agreements herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

1.01 DEFINITIONS

In this Agreement the following expressions will have the meanings herein set forth unless inconsistent with the subject matter or context:

(a) "Act of Default" means an act specified in paragraph 5.01 hereof;
(b) "Corporations" means those Corporations listed in Scheudle "A" hereto
(c) "Loan Agreement" means that loan agreement dated September 18, 2008
(d) "Replacement Shares" means the shares or other securities that may result if any of the Corporations amalgamate or amend their corporate identity or existence in any manner or if the Subject Shares or any or them are changed, classified, or reclassified, subdivided, consolidated or converted into a different number or class of shares or otherwise;
(e) "Subject Shares" means those shares of the issued and outstanding Shares owned by the Borrower in the capital stock of the Corporation, and shall also include the Replacement Shares, if applicable;
(f) "Security" means the Loan Agreement and any ancillary security granted by the Borrower to the Lender thereunder.

1.02 PREAMBLE

The parties hereby confirm and ratify the matters contained and referred to in the preamble to this Agreement and agree that same are expressly incorporated into and form part of this Agreement.

ARTICLE II

2.01 HYPOTHECATION AND TRANSFER

The Borrower hereby transfers and hypothecates all his legal and beneficial interest in the Subject Shares to the Lender all on the terms and conditions set out in this Agreement.

2.02 ENDORSEMENT OF SHARE CERTIFICATES

For the purposes hereof, the Borrower hereby agrees that certificates representing the Subject Shares shall be duly endorsed for transfer in favour of the Lender as of the date hereof and delivered forthwith to the Lender with the executed copies of this Agreement. The shareholder's ledger, shareholder's register and transfer register in the minute book of the Corporation shall be endorsed to reflect the transfer of the Subject Shares to the Lender, or his nominee, upon the occurrence of an Act of Default, it being understood that transfer of the Subject Shares to the Lender shall not be so registered unless an Act of Default has occurred.

ARTICLE III

3.01 WARRANTIES, REPRESENTATION AND COVENANTS OF THE BORROWER

The Borrower covenants, warrants and represents to the Lender that:

(a) The Borrower is the sole registered beneficial owner of the Subject Shares as set forth in paragraph 1.01(c) herein;

(b) No person, firm or corporation has any lien, right, option, claim or any other rights with regard to the Subject Shares or any unissued shares of the capital of the Corporations, except as contained herein;

(c) The Borrower shall not grant to any person, firm or corporation any lien, right option or any other rights with regard to the Subject Shares or any unissued shares of the Corporation except as contained herein;

(d) The Subject Shares shall not be dealt with except in accordance with the terms of this Agreement and the Security.

ARTICLE IV

4.01 VOTING RIGHTS

The Lender shall be entitled to vote the Subject Shares at any meeting whether special or general at which the holder of such securities is entitled to vote and is also hereby authorized to give and grant to such person or persons as they may deem best power to vote the Subject Shares.

4.02 CONDITION OF TRANSFER

Notwithstanding the transfer of the Subject Shares to the Lender, the Lender shall not be at liberty to enforce and rely upon the same unless and until an Act of Default occurs, in which event all the right, title and interest of the Borrower in and to the Subject Shares shall pass to the Lender. The parties hereto acknowledge and agree that notwithstanding the transfer of the Subject Shares to the Lender, the same shall not be construed to be a sale of the Subject Shares to the Lender unless and until written notice has been given by the Lender to the Borrower pursuant to the provisions of Article VI hereinafter set forth.

4.03 RELEASE AND HYPOTHECATION

Upon determination and discharge of all the obligations and liabilities of the Borrower under the Loan Agreement, the Lender shall forthwith redeliver to the Borrower the share certificates for the Subject Shares if the Lender has previously taken possession of same.

ARTICLE V

5.01 CROSS DEFAULT -SECURITY ENFORCEABLE

An Act of Default shall be deemed to have occurred if the Borrower, as the case may be, has failed to observe or perform or cause to be observed and performed any of the covenants, terms, provisos, stipulations and conditions under the Loan Agreement or any security document executed pursuant thereto.

5.02 RIGHTS UNAFFECTED

Nothing in any security otherwise given by the Borrower to the Lender shall impair or prejudice the rights of the Lender under this Agreement and vice versa.

5.03 DISCRETION

The Lender does not have to realize upon any other security it may hold which relates to or is binding upon the Borrower prior to enforcing its rights hereunder.

ARTICLE VI

6.01 SALE OF SUBJECT SHARES

The Lender may, in the event of an Act of Default, in addition to (and not in substitution for) all other rights and remedies available to the Lender, give written notice thereof to the Borrower whereupon, if he has not already done so, the Borrower shall immediately and unconditionally deliver or cause to be delivered to the Lender the certificates representing the Subject Shares and the following provisions shall take effect:

(a) The Lender may forthwith without notice, without demand for payment, without advertisement and without any other formality, all of which are hereby waived by the Borrower, sell the Subject Shares using its best efforts to obtain the maximum sum reasonably obtainable for the Subject Shares in the circumstances. Any such sale of all or any part of the Subject Shares shall be a sale either en bloc or in such part or parts and either by public auction or private contract and with or without any special conditions as to upset price, reserve bid, title or evidence of title or other matter and from time to time as the Lender in its sole discretion thinks fit, with power to vary or rescind any such contract of sale or buy in any such auction and re-sell without being answerable for any loss. The Lender may at any sale of the Subject Shares, or any part thereof, sell for a purchase consideration payable in cash or by installments either with or without taking security for the second and subsequent installments and may make delivery to the purchaser of good and sufficient deeds, assurances and conveyances of the Subject Shares and give receipts for the purchase price and any such sale shall be a perpetual bar, both at law and in equity, against all those claiming assets sold or any part thereof by, from, or under the Borrower. All costs and expenses incurred by the Lender in respect of the sale of all or any part of the Subject Shares shall be added to the obligations and liabilities under the Loan Agreement and any collateral security granted thereunder and shall be a first charge upon the monies received by the Lender as a result of any such sale or other dealing with all or any part of the Subject Shares. The proceeds realized from the sale of all or any part of the Subject Shares shall be applied by the Lender in respect of any liability under the Loan Agreement or any collateral security thereunder as the Lender may see fit without first making demand or taking any action whatsoever against the Borrower and also without prejudice to the Lender's claim for any deficiency. The Borrower hereby expressly waive all and every formality prescribed by law in relation to any such sale.

(b) The Lender shall not be bound to sell or otherwise deal with all or any part of the Subject Shares or otherwise to realize any proceeds therefrom and shall not be responsible for any loss occasioned by any sale or other dealing with or any failure to sell or otherwise deal with all or any part of the Subject Shares.

(c) The Lender may grant extensions, give up any or all of the Subject Shares, accept compositions, grant releases and discharges and otherwise deal with the Subject Shares, or any of them, as it thinks fit in its sole discretion without affecting the obligations and liabilities under the terms of the Loan Agreement, Security and any collateral security thereunder.

(d) The Lender may have all or any of the Subject Shares registered in its name (if not already done) or in the names of its nominee and shall be entitled, but not bound or required to do so. The Lender may vote the Subject Shares at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of the Subject Shares may at any time have, including election of Directors; the Lender shall not be responsible for any loss occasioned by the exercise of any such rights or by the failure to exercise the same within the time limited for the exercise thereof.

(e) The Borrower hereby irrevocably constitutes and appoints the Lender his true and lawful attorney and agent-in-fact to do all acts and execute and deliver all such agreements, instruments and documents as the Lender may deem necessary and desirable to realize upon the security of the Subject Shares and agree to ratify and confirm all such acts of the Lender as their attorney and do indemnify and save harmless the Lender and all who claim under the Lender from all claims, loss or damage suffered in so doing.

(f) Any rights of the Lender exercised hereunder by the Lender shall be free from any right of redemption on the part of the Borrower which are hereby expressly waived and released.

6.02 Reorganization

If any of the Corporations amalgamate or amend their corporate identity or existence in any manner or if the Subject Shares or any of them changed, classified or reclassified, subdivided, consolidated or converted into a different number or class of shares or otherwise, the certificate representing the Replacement Shares shall be endorsed for transfer in favour of the Lender as of the date of such amalgamation, corporate amendment, change, classification, reclassification, subdivision or conversion. The certificates representing the Replacement Shares shall be delivered to and held by the Lender in place of the Subject Shares, and the transfer of the same to the Lender shall be registered in the books of the Corporations upon the happening of an Act of Default. The provisions, covenants, warranties and representations contained in this Agreement shall apply *mutatis mutandis* to the Replacement Shares. The Borrower shall do all such things and execute documentation as requested by the Lender to give effect hereunder. No amendments shall be made to the Articles of Incorporation of the Corporation, the bylaws or any other documents of the Corporation without the prior written approval of the Lender, which approval shall not be unreasonably withheld.

6.03 Dividends

Until such time as the obligations of the Borrower under the Loan Agreement have been discharged in full all cash dividends payable to the Borrower by the Corporations shall be paid to the Lender provided always that any shares or securities issued by the Corporations to the Borrower on account of the Subject Shares by way of stock dividend or otherwise shall be deposited by the Borrower with the Lender and shall be deemed to be the Subject Shares and the provisions hereof shall apply thereto *mutatis mutandis.*

6.04 The Lender Not Liable

Nothing contained herein shall be deemed to have the effect of making the Lender responsible for the performance of any covenants, terms or conditions as contained in the constating documents of the Corporation as amended from time to time with the Lender's consent.

6.05 Not A Mortgagee In Possession

The Lender shall not, by reason of this Agreement or by reason of any steps, actions, distress or other proceedings taken to enforce any of the rights granted to it hereunder, be deemed to be or will be a mortgagee in possession of the Subject Shares or any part thereof.

ARTICLE VII

7.01 Notices

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if:

(a) personally delivered to the party to whom it is intended or if such party is a corporation to an officer of that corporation; or

(b) if mailed by pre-paid registered mail, to the address of the party to whom it is intended hereinafter set forth:

(i) If to the Lender: ______________________________., Calgary, AB _________;

(ii) If to the Corporation: 450, 550 – 11th Avenue S.W., Calgary, AB T2R 1M7;

(iii) If to the Borrower: 450, 550 – 11th Avenue S.W., Calgary, AB T2R 1M7;

or to such other address as the parties may from time to time direct in writing.

Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery and any notice mailed shall be deemed to have been received Ten (10) days after the time of mailing. If normal mail service is interrupted by strike, slowdown, force majeure or other cause after the notice has been sent the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.

7.02 HEADINGS

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

7.03 ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7.04 FULL FORCE

This Agreement shall remain in full force and effect for so long as the Loan Agreement remains in full force and effect.

7.05 UNENFORCEABLE TERMS

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

7.06 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein.

7.07 FURTHER ASSURANCES

The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

7.08 AMENDMENTS

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

7.09 NO WAIVER

No consent or waiver, express or implied, by the Lender of any breach of default under the terms and conditions of either the Loan Agreement or any collateral security thereunder shall be deemed or construed to be a consent or waiver to or for any other breach or default in the performance by the Borrower hereunder. Failure on the part of the Lender to complain of any act or failure to act of the Corporation or the Borrower, or to declare the Corporation or the Borrower in default, irrespective of how long such failure continues, shall not constitute a waiver by the Lender of its rights hereunder.

7.10 SINGULAR, PLURAL AND GENDER

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

7.11 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

7.12 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

934608 ALBERTA LTD.

Per: ______________________

Dave Humeniuk

____
Witness

____
DAVE HUMENIUK

Schedule "A"

Corporations

Wealthcrete Investment Corporation
Concrete Associates Investment Corporation
Concrete Registered Investments Inc
Concrete Associates II Investment Corporation
Concrete RRSP Holdings Inc.
Concrete Associates III Investment Corporation
Concrete Place Registered Corp.
Concrete Associates IV Investment Corporation
First and Tenth RRSP Corp.
Concrete Associates V Investment Corporation
Glenway Registered Capital Corp
A.G. Registered Investments Corp.
Concrete Associates VI Investment Corporation
Eleventh and Tenth Registered Capital Corp.
Symot Registered Investments Corp.
El Golfo Investment Corporation
Santa Clara Registered Corp.
Costa Koraal Investment Corporation
Luna Morada Investment Corporation
Concrete Place Properties Ltd.
Concrete Equities Executive Club Inc.
Concrete Equities Inc.
Glenair Registered Corp.
Urban Registered Corp.

AFFIDAVIT OF EXECUTION

CANADA	)	I, DEREK R. ELLIOTT BARRISTER & SOLICITOR,
PROVINCE OF ALBERTA	)	of the City of Calgary, in the Province of Alberta,
TO WIT	)	______________ [occupation]
	)	MAKE OATH AND SAY THAT:

1. I was personally present and did see **DAVE HUMENIUK** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. The same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said **DAVE HUMENIUK** and in my belief he is of the full age of 18 years.

SWORN BEFORE ME at Calgary,)
in the Province of Alberta, this 18)
day of)
September, 2008.)

A Commissioner for Oaths in and for the Province of Alberta

LESLIE M. LOW
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Jul. 19, 2011

DEREK R. ELLIOTT
BARRISTER & SOLICITOR

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APPENDIX NN

This is Exhibit "C" referred in the Affidavit of
Darcy Sandhu
Sworn before me this 31
Day of A.D.20
A Commissioner for Oaths in and for the Province of Alberta
TRAVIS LYSAK
BARRISTER & SOLICITOR

GENERAL SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made the 9th day of December 2008.

BETWEEN:

VARUN (VINNY) AURORA, 450 – 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7

(the "**Debtor**")

AND:

DARCY SANDHU, ______________________, Calgary, Alberta ________
(the "**Secured Party**")

1. SECURITY INTEREST

1.1 For consideration the Debtor does hereby:

a) mortgage and charge as and by way of a fixed and specific charge, and assign and transfer to the Secured Party, and grant to the Secured Party a security interest in, all the Debtor's right, title and interest in and to all of its presently owned or held and after acquired or held personal property of whatever nature or kind and wheresoever situate, and all proceeds thereof and therefrom including, without limiting the generality of the foregoing:

i) all goods, including, without limiting the generality of the foregoing, equipment, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory (as that term is hereinafter defined), and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");

ii) all inventory, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");

iii) all debts, accounts, claims, demands, monies and choices in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choices in action or any part thereof (all of which is hereinafter collectively called the "Accounts");

iv) all documents of title, chattel paper, instruments, securities and money, and all other goods of the Debtor that are not Equipment, Inventory or Accounts;

v) all contractual rights, licences, goodwill, patents, trademarks, trade names, copyrights and other intellectual property of the Debtor, all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other intangible property of the Debtor which is not Accounts, chattel paper, instruments, documents of title, securities or money;

vi) without limiting the generality of the foregoing, the personal property, if any, described in Schedule "A" hereto; and

b) charge as and by way of a floating charge, and grant to the Secured Party a security interest in and to:

i) all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property"); and

ii) all assets and undertakings of the Debtor, of whatsoever nature or kind and wheresoever situate, and all proceeds thereof and therefrom, other than such of its assets and undertakings as are otherwise validly and effectively subject to the charges and security interests in favour of the Secured Party created pursuant to this clause 1.1.

1.2 The charges, assignments and transfers and security interests created pursuant to clause 1.1 are hereinafter collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertakings expressed to be charged, assigned or transferred or secured by any instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral".

2. EXCEPTIONS

2.1 The last 10 days of the term created by any lease or agreement therefor are hereby excepted out of any charge or Security Interest created by this Security Agreement but the Debtor shall stand possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Secured Party shall direct.

2.2 All consumer goods of the Debtor are hereby excepted out of the Security Interests created by this Security Agreement.

3. ATTACHMENT

The Debtor acknowledges that the Security Interests hereby created attach upon the execution of this Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof), that value has been given, and that the Debtor has (or in the case of any after acquired property, will have upon the date of acquisition) rights in the Collateral.

4. PROHIBITIONS

Without the prior written consent of the Secured Party the Debtor shall not have power to:

a) save and except for those security interests set out in Schedule "B" hereof, create or permit to exist any Security Interest in, charge, encumbrance or lien over, or claim against any of its property, assets, or undertakings without first obtaining the Secured Party's prior written consent; or

b) grant, gift, sell, transfer, pledge, hypothecate, place in escrow or otherwise assign any of the Collateral including, without limitation, any chattel paper or, if the Debtor is a Corporation, any shares in the capital of the Debtor.

5. OBLIGATIONS SECURED

This Security Agreement and the Security Interests hereby created are in addition to and not in substitution for any other Security Interest now or hereafter held by the Secured Party from the Debtor or from any other person whomsoever and shall be general and continuing security for the payment of all indebtedness and liability of the

Debtor to the Secured Party (including interest thereon), present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate balance thereof, including all advances on current or running account, future advances and re-advances, and for the performance of all obligations of the Debtor to the Secured Party, whether or not contained in this Security Agreement (all of which indebtedness, liability, and obligations are hereinafter collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

6.1 The Debtor represents and warrants that all matters and things have been done and performed so as to authorize and make the execution and delivery of this Security Agreement, and the performance of the Debtor's Obligations hereunder, legal, valid and binding.

6.2 Save and except for those security interests disclosed in writing to the Secured Party, the Debtor represents and warrants that the Debtor lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only the charges or security interests, if any, consented to in writing by the Secured Party or shown in Schedule "B" hereto, and the Debtor has good right and lawful authority to grant a security interest in the Collateral as provided by this Security Agreement.

6.3 The Debtor represents and warrants that:

a) the Debtor has not caused nor permitted, nor has knowledge of, the release of any Hazardous Substance on or off-site of any of its real property, or of any release from a facility owned or operated by third parties with respect to which the Debtor is alleged to have liability;

b) there are no Hazardous Substances on, or below the surface of any of the Debtor's real property;

c) all wastes and other materials and substances disposed of, treated or stored on or off-site of real property owned or occupied by the Debtor, whether Hazardous Substances or not, have been disposed of, treated and stored in substantial compliance with all laws, regulations and orders; and

d) the Debtor has not received any citation, complaint, consent order, compliance schedule or any other enforcement order or notice from any governmental authority within the last three years which allege that the Debtor was not or is not currently in compliance in all material respects with any environmental law.

7. COVENANTS OF THE DEBTOR

7.1 The Debtor covenants that at all times while this Security Agreement remains in effect the Debtor will:

a) defend the title to the Collateral for the benefit of the Secured Party against the claims and demands of all persons;

b) fully and effectually maintain and keep maintained the Security Interests hereby created valid and effective;

c) maintain the Collateral in good order and repair;

d) forthwith pay:

   i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its Obligations so to pay and shall furnish such security as the Secured Party may require; and

   ii) save and except for those security interests set out in Schedule "B" hereof, all security interests, charges, encumbrances, liens and claims which rank or could in any event rank in priority to any security interest created by this Security Agreement;

e) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Secured Party in:

   i) inspecting the Collateral;

   ii) investigating title to the Collateral;

   iii) taking, recovering and keeping possession of the Collateral;

   iv) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by the Secured Party as security for the Obligations;

f) at the Secured Party's request at any time and from time to time execute and deliver such further and other documents and instruments and do all acts and things as the Secured Party in its absolute discretion requires in order to confirm and perfect, and maintain perfection of, the Security Interests hereby created in favour of the Secured Party upon any of the Collateral;

g) notify the Secured Party promptly of:

i) any change in the information contained herein relating to the Debtor, its business or the Collateral, including without limitation any change of name or address of the Debtor and any change in the present location of any Collateral;

ii) the details of any material acquisition of Collateral;

iii) any material loss or damage to Collateral;

iv) any material default by any account debtor in payment or other performance of its Obligations to the Debtor with respect to any Accounts; and

v) the return to or repossession by the Debtor of Collateral where such return or repossession of Collateral is material in relation to the business of the Debtor;

h) prevent Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

i) carry on and conduct its business in a proper and business like manner, including maintenance of proper books of account and records;

j) permit the Secured Party and its representatives, at all reasonable times, access to all its property, assets and undertakings and to all its books of account and records for the purpose of inspection and render all assistance necessary for such inspection;

k) deliver to the Secured Party from time to time promptly upon request:

i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to Collateral;

ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;

iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;

iv) such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may require;

l) will not cause or permit the release of any Hazardous Substance on or off-site of its real property and will dispose, treat and store all wastes and other materials in substantial compliance with all laws, regulations and orders;

m) will cause any funds received by the Debtor from any company controlled by the Debtor or either of them, save and except salaries paid in the ordinary course, to be paid to the Secured Party on account of the Obligations.

8. INSURANCE

8.1 The Debtor covenants that at all times while this Security Agreement is in effect the Debtor shall:

a) maintain or cause to be maintained insurance on the Collateral with an insurer, of kinds, for amounts and payable to such person or persons, all as the Secured Party may require, and in particular maintain insurance on the Collateral to the full insurable value against loss or damage by fire including extended coverage endorsement, and such insurance shall be for stated amount replacement cost, shall cover all risks and, in the case of motor vehicles, the Debtor shall maintain insurance against theft;

b) cause the insurance policy or policies required hereunder to be assigned to the Secured Party and have as part thereof a standard mortgage clause or a mortgage endorsement, as appropriate;

c) pay any premium in connection with such insurance, and deliver all such policies to the Secured Party, if the Secured Party so requires.

8.2 If proceeds of any insurance required hereunder becomes payable, the Secured Party may, in its absolute discretion apply such proceeds to such part or parts of the Obligations as the Secured Party may see fit or the Secured Party may release any such insurance proceeds to the Debtor for the purpose of repairing, replacing or rebuilding, but any release of insurance proceeds to the Debtor shall not operate as a payment on account of the Obligations or in anyway affect this Security Agreement.

8.3 The Debtor will forthwith, on the happening of loss or damage to the Collateral, notify the Secured Party thereof and furnish to the Secured Party at the Debtor's expense any necessary proof and do any necessary act to enable the Secured Party to obtain payment of the insurance proceeds, but nothing herein contained shall limit the Secured Party's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Debtor hereby authorizes and directs the insurer under any policy of insurance required hereunder to include the name of the Secured Party as a loss payee on any cheque or draft which may be issued with respect to a claim settlement under and by virtue of such insurance, and the production by the Secured Party to any insurer of a certified copy of this Security Agreement shall be its full and complete authority for so doing.

8.5 If the Debtor fails to maintain insurance as required by clause 8.1, the Secured Party may, but shall not be obliged to maintain or effect such insurance coverage, or so much thereof as the Secured Party considers necessary for its protection, and any costs or expenses of the Secured Party in maintaining or effecting such insurance shall be deemed to be an Obligation of the Debtor to the Secured Party and shall be secured by the Security Interests created hereunder, as more specifically set out in clause 9 hereof.

9. PERFORMANCE OF OBLIGATIONS

If the Debtor fails to perform its Obligations hereunder, the Secured Party may, but shall not be obliged to, perform any or all of such Obligations without prejudice to any other rights and remedies of the Secured Party hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred in connection therewith shall be payable by the Debtor to the Secured Party forthwith with interest until paid at the highest rate borne by any of the Obligations.

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as herein provided, without the prior written consent of the Secured Party the Debtor will not:

a) sell, lease, encumber, pledge, hypothecate, assign, gift or otherwise dispose of the Collateral;

b) release, surrender or abandon possession of the Collateral; or

c) move or transfer the Collateral from the jurisdictions in which the Security Interests hereby created have been perfected.

10.2 Provided that the Debtor is not in default under this Security Agreement, at any time without the consent of the Secured Party the Debtor may lease, sell, license, consign or otherwise deal with items of Inventory in the ordinary course of its business and for the purposes of carrying on its business.

11. DEFAULT

11.1 The Debtor shall be in default under this Security Agreement, unless such default is expressly waived in writing by the Secured Party, in any of the following events:

a) the Debtor makes default in payment when due of any Obligation, indebtedness or liability of the Debtor to the Secured Party; or

b) the Debtor is in breach of any term, condition, Obligation or covenant to the Secured Party hereunder or in any other agreement between the Debtor and theSecured Party, or any representation or warranty to the Secured Party is untrue,whether or not contained in this Security Agreement; or

c) the Debtor declares its to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act* or similar legislation in any jurisdiction, or makes an authorized assignment or the Secured Party reasonably believes that one of the foregoing events set out in this paragraph is imminent; or

d) a receiver, receiver and manager or receiver manager of all or any part of the Collateral is appointed; or

e) an order is made for the sale of all of the assets of the Debtor; or

f) an order of execution against the Collateral or any part thereof remains unsatisfied for a period of 10 days; or

g) the Debtor creates or permits to exist any security interest in, charge, encumbrance, lien on or claim against any of the Collateral which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or

h) the holder of any other security interest, charge, encumbrance or lien on or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or

i) the lessor under any lease to the Debtor of any real or personal property takes any steps to or threatens to terminate such lease, or otherwise exercise any of its remedies under such lease as a result of any default thereunder by the Debtor.

11.2 The floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earliest of:

a) the demand for payment by the Secured Party;

b) the occurrence of an event described in section 11.1 hereof; or

c) the Secured Party taking any action pursuant to clause 12 to enforce and realize on the Security Interests created by this Security Agreement.

12. ENFORCEMENT

12.1 Upon any default under this Security Agreement the Secured Party may declare any or all of the Obligations not payable on demand to become immediately due and payable and the security hereby constituted will immediately become enforceable. To enforce and realize on the Security Interests created by this Security Agreement the Secured Party may take any action permitted by law or in equity, as it may deem expedient, and in particular without limiting the generality of the foregoing, the Secured Party may do any of the following:

a) appoint by instrument a receiver, receiver and manager or receiver manager (the person so appointed being hereinafter called the "Receiver') of the Collateral, with or without bond as the Secured Party may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;

b) enter upon any premises of the Debtor and take possession of the Collateral with power to exclude the Debtor, its agents and its servants therefrom, without becoming liable as a mortgagee in possession;

c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Secured Party may deem advisable;

d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received; and

e) exercise all of the rights and remedies of a secured party under the Act.

12.2 A Receiver appointed pursuant to this Security Agreement shall be the agent of the Debtor and not of the Secured Party and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Secured Party hereunder, and in addition shall have power to:

a) carry on the business of the Debtor and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security interest on any Collateral, such security interest may rank before or pari passu with or behind any of the Security Interests created by this Security Agreement, and if it does not so specify such security interest shall rank in priority to the Security Interests created by this Security Agreement; and

b) make an assignment for the benefit of the Debtor's creditors under the *Bankruptcy and Insolvency Act.*

12.3 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Security Agreement, all amounts realized from the disposition of Collateral pursuant to this Security Agreement will be applied as the Secured Party, in its absolute discretion, may direct as follows:

a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Secured Party in connection with or incidental to:

i) the exercise by the Secured Party of all or any of the powers granted to its pursuant to this Security Agreement; and

ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;

b) in or toward payment to the Secured Party of all principal and other monies (except interest) due in respect of the Obligations;

c) in or toward payment to the Secured Party of all interest remaining unpaid in respect of the Obligations.Subject to applicable law and the claims, if any, of other creditors of the Debtor, any surplus will be paid to the Debtor.

13. LIABILITY OF SECURED PARTY

The Secured Party shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfillment of contracts during any period when the Secured Party shall manage the Collateral upon entry, as herein provided, nor shall the Secured Party be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any Obligations or covenants imposed upon the Debtor nor shall the Secured Party, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral identifiable. The Debtor hereby waives any applicable provision of law permitted to be waived by him which imposes higher or greater obligations upon the Secured Party than aforesaid.

14. APPOINTMENT OF ATTORNEY

The Debtor hereby irrevocably appoints the Secured Party or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party or the Receiver, as the case may be, pursuant to this Security Agreement.

15. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Secured Party may collect, realize, sell or otherwise deal with the Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after default and then subject to the provisions of Part V of the Act. All monies or other forms of payment received by the Debtor in payment of any Account will be received and held by the Debtor in trust for the Secured Party.

16. APPROPRIATION OF PAYMENTS

Any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefor (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party may see fit, and the Secured Party may at all times and from time to time change any appropriation as the Secured Party may see fit.

17. CONSOLIDATION

The doctrine of consolidation applies to this Security Agreement.

18. LIABILITY TO ADVANCE

None of the preparation and execution of this Security Agreement, the perfection of the Security Interests hereby created or the advance of any monies shall bind the Secured Party to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Secured Party.

19. WAIVER

The Secured Party may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

20. NOTICE

Notice may be given to either party by sending it through the post in prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided herein or at such other address as may be given in writing by such party to the other, and any notice if posted shall be deemed to have been given at the expiration of three business days after posting and if delivered, on delivery.

21. EXTENSIONS

The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Debtor, account debtors of the Debtor, sureties and others and with Collateral and other security interests as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize on the Security Interests created by this Security Agreement.

22. NO MERGER

This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note,bill of exchange or security interest of any form held or which may hereafter be held by the Secured Party from the Debtor or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

23. RIGHTS CUMULATIVE

All rights and remedies of the Secured Party set out in this Security Agreement, and in any other security agreement held by the Secured Party from the Debtor or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each will be in addition to every other right or remedy contained herein or therein or in any future security agreement, or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Debtor and the Secured Party that may be in effect from time to time.

24. SEVERABILITY

If any term, covenant or condition of this Security Agreement or application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remainder of this Security Agreement or application of such term, covenant or condition to any person or circumstance other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term, covenant and condition of this Security Agreement will be valid and will be endorsed to the fullest extent permitted by law.

25. ASSIGNMENT

The Secured Party may, without further notice to the Debtor, at any time assign, transfer or grant a security interest in this Security Agreement and the Security Interests created hereby. The Debtor expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Secured Party's rights and remedies under this Security Agreement and the Debtor will not assert any defense, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Secured Party in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Secured Party shall be deemed not to be a redemption or discharge of this Security Agreement. The Debtor shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Debtor and payment to the Secured Party of a discharge fee to be fixed by the Secured Party and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Secured Party in connection with the Obligations and such release and discharge.

27. ENUREMENT

This Security Agreement shall enure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the successors and permitted assigns of the Debtor.

28. INTERPRETATION

28.1 In this Security Agreement:

a) "Collateral" has the meaning set out in clause 1 hereof and any reference to Collateral shall, unless the context otherwise requires, be deemed to be a reference to Collateral as a whole or any part thereof;

b) "Hazardous Substance" means any radioactive material, any explosive, any substance that is detrimental in its use by animal, fish or plant, any substance which is declared to be hazardous or toxic under any federal or provincial statute or regulation passed pursuant thereto now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the real property registered in the name of the Company or other assets of the Company or any other substance which is or may become hazardous, dangerous or toxic to persons or property;

c) "the Act" means the *Personal Property Security Act* of Alberta and all regulations thereunder, as amended from time to time.

28.2 Words and expressions used herein that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined herein or unless the context otherwise requires.

28.3 The use of the neuter singular pronoun to refer to any party will be deemed to be a proper reference even though such party may be an individual, partnership, corporation or a group of two or more individuals or corporations. All necessary grammatical changes required to make the provisions of this Security Agreement apply in the plural sense where there is more than one party and to corporations, associations, partnerships or individuals, males or females, will in all instances be construed.

28.4 The headings of the clauses of this Security Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

28.5 Time will be of the essence of this Security Agreement.

28.6 This Security Agreement shall be governed by the laws of the Province of Alberta and the Debtor hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

28.7 In the case where this Security Agreement is executed by more than one person comprising the Debtor, all covenants, conditions and agreements herein contained will be construed and taken as against all such executing parties, as joint and several.

29. COPY OF AGREEMENT AND FINANCING STATEMENT

The Debtor hereby:

a) acknowledges receiving a copy of this Security Agreement; and

b) waives all rights to receive from the Secured Party a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement.

IN WITNESS WHEREOF the Debtor has executed this Security Agreement as of the date and year first above written.

EXECUTION DATE
December 9, 2008

VARUN (VINNY) AURORA

SCHEDULE "A"

All Shares and Interests in El Golfo Investment Corporation
All Shares and Interests in El Golfo Investment Corporation II

APPENDIX OO

Execution Copy

MEMORANDUM OF AGREEMENT

AMONG:

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP ("Safeguard LP") by its General Partner, WEALTHCRETE INVESTMENT CORPORATION, SAFEGUARD REAL ESTATE INVESTMENT FUND II LIMITED PARTNERSHIP ("Safeguard II LP") by its General Partner, CONCRETE ASSOCIATES INVESTMENT CORPORATION, SAFEGUARD REAL ESTATE INVESTMENT FUND III LIMITED PARTNERSHIP ("Safeguard III LP") by its General Partner, CONCRETE ASSOCIATES INVESTMENT CORPORATION, SAFEGUARD REAL ESTATE INVESTMENT FUND V LIMITED PARTNERSHIP ("Safeguard V LP"), by its General Partner CONCRETE ASSOCIATES IV INVESTMENT CORPORATION and SAFEGUARD REAL ESTATE INVESTMENT FUND IV LIMITED PARTNERSHIP ("Safeguard IV LP"), by its General Partner CONCRETE ASSOCIATES III INVESTMENT CORPORATION
(collectively, the "**Vendors**")

- and -

VARUN AURORA and VINCENZO DE PALMA
(collectively, "**Concrete Equities**")

- and –

STRATEGIC FINANCIAL CORP.,
on behalf of a limited partnerships to be formed
("Strategic")

WHEREAS:

A. Safeguard LP is the registered and beneficial owner of lands and buildings commonly referred to as "Millrise Plaza" and "Deer Valley Station";

B. Safeguard II LP is the registered and beneficial owner of lands and a building commonly referred to as "SNC Lavalin Building";

C. Safeguard III LP is the registered and beneficial owner of lands and a building commonly referred to as "Castleridge Plaza";

D. Safeguard IV LP is the registered and beneficial owner of certain condominium units within a building commonly referred to as "Concrete Equities Place";

E. Safeguard V LP is the registered and beneficial owner of lands a building commonly referred to as "MEG Place";

F. Concrete Equities wishes to form a limited partnership ("**Concrete LP**") to acquire Millrise Plaza, Deer Valley Station, SNC Lavalin Building, Castleridge Plaza, MEG Place and

Concrete Equities Place, (individually, a "**Property**" and collectively, the "**Properties**") from the Vendors and the Vendors wish to sell their respective interests in such properties on the terms set forth herein;

G. The parties intend that Concrete LP will sell the Properties to limited partnerships to be formed by Strategic (individually, a "**Strategic LP**" and collectively, the "**Strategic LPs**") on the terms and conditions set forth herein;

H. The parties wish to enter into this binding agreement to set out their agreement in principal to the transactions contemplated herein;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

A. Sale of Properties by Vendors

1. Each Vendor agrees to sell, and Concrete Equities agrees on behalf of Concrete LP to purchase, the Properties at a purchase price for each Property as set out in Section C below, as at March 1, 2009 (the "**Closing**"), payable in full as follows:

   (a) the assumption by Concrete LP of the mortgage and other debts, agreed in writing by Strategic to be assumed, if any, in respect of each of the Properties (the "**Debts**"); and

   (b) the balance by issuance by Concrete LP to each of the Vendors, limited partnership units of Concrete LP ("**Concrete Units**"), such number of Concrete Units to be issued to a particular Vendor to be determined by the following formula: 100,000,000 Concrete Units multiplied by the quotient of A divided by B, with A being an amount equal to the Purchase Price (defined below), as adjusted pursuant to Section C(2), of the particular Property or Properties to be transferred by such Vendor to Concrete LP less the amount of any Debts (defined below) in respect of such Property or Properties and B being an amount equal to the aggregate of the Purchase Price amounts calculated for A for each of the Properties to be transferred to Concrete LP by the Vendors.

2. The Properties on Closing, will be free and clear of all encumbrances, liens, charges, claims and registrations, whatsoever except for the Debts, caveats and charges by existing tenants and easements and rights of way to governmental authorities for the provision of utilities.

3. The Vendors agree to forthwith seek the requisite approval of their respective limited partners to the sale of their respective Property or Properties to Concrete LP, in accordance with the transactions contemplated herein, and thereafter, to the dissolution of the Vendors.

4. Concrete Equities agrees to form Concrete LP and cause it to purchase each Property for which the requisite approval of limited partners has been obtained by a Vendor.

B. Sale of Properties by Concrete LP

1. Strategic agrees to form a Strategic LP for each Property for which the requisite approval of limited partners has been obtained by a Vendor.

2. Concrete Equities agrees to cause Concrete LP to sell to a Strategic LP and Strategic agrees to cause such Strategic LP to purchase, each Property or Concrete LP's interest therein, for which the requisite approval of limited partners of a Vendor has been obtained at the Purchase Price (as defined below, and which shall be the identical amount paid by Concrete LP for such Property) for a particular Property by as of the Closing, (i) the assumption of the Debts, relating to such Property; and; (ii) the balance of such Purchase Price to be payable in full by the issuance by a Strategic LP to Concrete LP of a combination of: (*x*) preferred limited partnership units (the "**Preferred Units**") of the applicable Strategic LP purchaser; and (*y*) an unsecured debenture (the "**Debenture**") due five years from the date of issuance, such combination, as determined by Strategic LP, acting reasonably, to give full effect to the provisions of the Section D(2). It is intended that the combination of (*x*) and (*y*) will provide for an annual pre-tax return to Concrete LP equal to 6% of the Purchase Price (as defined below), as adjusted pursuant to Section C(2) less the Debt.

C. Purchase Price

1. The purchase price (the "**Purchase Price**") for each Property shall be determined by way of appraisal (the "**Appraisal**") effective as of Closing, prepared by either Colliers International or Cushman & Wakefield LePage Inc. (the "**Appraiser**"), as chosen at the discretion of the Strategic which Appraisal shall be final and binding on Strategic, each Strategic LP, the Vendors, Concrete Equities and Concrete LP as to the Purchase Price for each Property. The Appraiser shall rely on the direct capitalisation and the discounted cash flow analysis methods of appraisal. The Appraiser shall use its professional judgement with respect to vacancy, market rent, allowances, capitalisation rates (current and reversionary), discount rate and any other assumptions required to determine value. The Appraiser shall rely on Environmental Site Assessments and Building Condition Reports prepared by Pinchin Environmental to make adjustments to value and cash flow based on estimated environmental remediation costs if any and, projected replacement, repair, and replacement reserve costs of major components.

2. In respect of each transaction, the purchaser (for greater certainty which is Concrete LP and thereafter a Strategic LP) shall receive all income and pay all expenses in respect of the Property from and after the Closing. Adjustments shall be made as of the Closing Date with respect to rents (other than arrears of rent, unrecovered or unpaid operating costs and other receivables which will be assigned to the purchaser), prepaid rents, free rent, security deposits, real property taxes, condominium fees and payments under, and costs to terminate service contracts which shall be a credit to a purchaser, water and other utilities and fuel, licenses necessary for the operation of the Property and all other items normally adjusted between a vendor and purchaser in respect of a sale of property similar to the Property, provided however, there shall be no adjustment for (i) any unrecovered capital expenditures made by the vendor as landlord; (ii) any tenant allowances paid prior to the Closing or incurred now or prior to, and payable after the Closing; or (iii) any unpaid or unrecovered

operating costs or expenses for any previous years, all of which shall be assigned to the applicable purchaser without any recovery whatsoever.

D. Other Provisions

1. The first payments to Concrete LP pursuant to the Debenture and the Preferred Units will be made on the first day of the month following ninety (90) days from the Closing and thereafter shall be paid on the first day of each month thereafter until paid or redeemed as the case may be. The Preferred Units shall be non-voting, retractable at the option of the applicable Strategic LP, as issuer, provided Concrete LP has consented to such retraction, from and after the third anniversary of their issuance and shall be retracted or repurchased for cancellation, by the applicable Strategic LP, as issuer, on the fifth anniversary of their issuance. The retraction or redemption of the Preferred Units shall be equal to one-half of the positive amount derived by subtracting the Purchase Price paid by a Strategic LP for a Property from the appraised value (appraised in the manner set out in Section C(1) above) of the Property as of the date of the retraction, repayment or repurchase for cancellation less all Expenses of a Strategic LP. For the purpose of this Agreement "**Expenses**" means, the negative cash flow of the applicable Strategic LP in respect of its obligations.

2. Each party which is, or becomes, a purchaser herein, will, at the request of each party which is, or becomes, a vendor herein, to the extent allowed under the *Income Tax Act* (Canada) (the "**Tax Act**") jointly elect with such vendor under subsection 97(2) of the Tax Act with respect to the transfer of the Properties or a Property. Such election will be prepared by a party which is a vendor and filed by each party which is a purchaser and a vendor in the form and manner and within the time prescribed by the Tax Act and the regulations thereunder. The agreed amount for the purposes of paragraph 85(1)(a) of the Tax Act in respect of each such property will be such amount as is determined by the vendor within the limits prescribed in the Tax Act. Each party that is a purchaser will, at the request of the respective party that is a vendor, jointly elect with such vendor under corresponding provisions of applicable provincial income tax legislation with respect to the sale of the Properties. The provisions in respect of the election under subsection 97(2) of the Tax Act will apply to the making of any such provincial elections, with necessary changes.

3. To induce Strategic to enter into this agreement, each Vendor and Concrete Equities has represented and warranted that the limited partners of each Vendor will provide the requisite approval for the sale of such Vendor's Property or Properties. The Vendors, Concrete Equities and Strategic agree that in the event a party (the "**Defaulting Party**") fails to complete the purchase and sale of the Properties as provided for herein, including without limitation, due to the inability of a Vendor or Concrete Equities to secure the requisite approval of its limited partners to the sale of its Property or Properties, the Defaulting Party, if a Vendor or Concrete Equities, will pay to Strategic, and if Strategic, will pay to the Vendor and Concrete Equities, a termination fee (being in aggregate, two per cent of the original price paid by a Vendor for such Property or Properties) as a genuine pre-estimate of damages and not as a penalty and to reimburse the non-Defaulting Party for third party and other costs and expenses incurred in connection with the transactions contemplated herein.

4. All Closings contemplated herein will be conducted in accordance with usual and customary procedures and trust conditions applicable to real estate transactions in Calgary, Alberta.

5. This Agreement may not be assigned by the Vendors or by Concrete Equities without the prior written agreement of Strategic.

6. The parties will execute all documents, provide all further assurances and do all things necessary to give full effect to the terms and conditions of this Agreement.

7. This Agreement shall be construed and governed by the laws of the Province of Alberta.

SIGNATURES ON THE TWO PAGES FOLLOWING

Execution Copy

DATED this 11 day of February, 2009.

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP by its General Partner, WEALTHCRETE INVESTMENT CORPORATION

Per: ______________________________

SAFEGUARD REAL ESTATE INVESTMENT FUND II LIMITED PARTNERSHIP by its General Partner, CONCRETE ASSOCIATES INVESTMENT CORPORATION

Per: ______________________________

SAFEGUARD REAL ESTATE INVESTMENT FUND III LIMITED PARTNERSHIP by its General Partner, CONCRETE ASSOCIATES INVESTMENT CORPORATION

Per: ______________________________

SAFEGUARD REAL ESTATE INVESTMENT FUND V LIMITED PARTNERSHIP by its General Partner, CONCRETE ASSOCIATES IV INVESTMENT CORPORATION

Per: ______________________________

SAFEGUARD REAL ESTATE INVESTMENT FUND IV LIMITED PARTNERSHIP by its General Partner, CONCRETE ASSOCIATES III INVESTMENT CORPORATION

Per: ______________________________

STRATEGIC FINANCIAL CORP.

Per: ______________________________

SIGNED, SEALED AND DELIVERED)
BY:)
)
______________________________)
Witness

VARUN AURORA

)
)
______________________________)
Witness

VINCENZO DE PALMA

Execution Copy

MEMORANDUM OF AGREEMENT

AMONG:

SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP ("Safeguard VI LP"), by its General Partner CONCRETE ASSOCIATES V INVESTMENT CORPORATION and SAFEGUARD REAL ESTATE INVESTMENT FUND VII LIMITED PARTNERSHIP ("Safeguard VII LP"), by its General Partner CONCRETE ASSOCIATES VI INVESTMENT CORPORATION
(collectively, the "**Vendors**")

- and -

VARUN AURORA and VINCENZO DE PALMA
(collectively, "**Concrete Equities**")

- and –

STRATEGIC FINANCIAL CORP., on behalf of a limited partnerships to be formed
("**Strategic**")

WHEREAS:

A. Safeguard VI LP is the registered and beneficial owner of lands and buildings commonly referred to as "Airways Business Plaza" and "Glenmore Commerce Court";

B. Safeguard VII LP is the registered and beneficial owner of lands and a building commonly referred to as "Symcor/Otis Buildings" and a related parking lot;

C. Concrete Equities wishes to form a limited partnership ("**Concrete LP**") to acquire Airways Business Plaza, Glenmore Commerce Court, Symcor/Otis Buildings and the related parking lot, (individually, a "**Property**" and collectively, the "**Properties**") from the Vendors and the Vendors wish to sell their respective interests in such properties on the terms set forth herein;

D. The parties intend that Concrete LP will sell the Properties to limited partnerships to be formed by Strategic (individually, a "**Strategic LP**" and collectively, the "**Strategic LPs**") on the terms and conditions set forth herein;

E. The parties wish to enter into this binding agreement to set out their agreement in principal to the transactions contemplated herein;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

A. Sale of Properties by Vendors

1. Each Vendor agrees to sell, and Concrete Equities agrees on behalf of Concrete LP to purchase, the Properties at a purchase price for each Property as set out in Section C below, as at April 1, 2009 (the "**Closing**"), payable in full as follows:

   (a) the assumption by Concrete LP of the mortgage and other debts, agreed in writing by Strategic to be assumed, if any, in respect of each of the Properties (the "**Debts**"); and

   (b) the balance by issuance by Concrete LP to each of the Vendors, limited partnership units of Concrete LP ("**Concrete Units**"), such number of Concrete Units to be issued to a particular Vendor to be determined by the following formula: A multiplied by the number of Concrete Units outstanding on the day prior to Closing, with A being an amount equal to the Purchase Price (defined below), as adjusted pursuant to Section C(2), of the particular Property or Properties to be transferred by such Vendor to Concrete LP less the amount of any Debts (defined below) in respect of such Property or Properties divided by B, with B being an amount equal to the appraised value, (as defined and determined in the manner set out in Section C(1) below, provided such appraised value is contained in an appraisal dated not greater than 6 months of the Closing, of all of the other properties of Concrete LP plus or minus the actual closing adjustment amounts for such properties, paid or credited to Concrete LP, less all Debts assumed by Concrete LP in respect of such properties.

2. The Properties on Closing, will be free and clear of all encumbrances, liens, charges, claims and registrations, whatsoever except for the Debts, caveats and charges by existing tenants and easements and rights of way to governmental authorities for the provision of utilities.

3. The Vendors agree to forthwith seek the requisite approval of their respective limited partners to the sale of their respective Property or Properties to Concrete LP, in accordance with the transactions contemplated herein, and thereafter, to the dissolution of the Vendors.

4. Concrete Equities agrees to form Concrete LP and cause it to purchase each Property for which the requisite approval of limited partners has been obtained by a Vendor.

B. Sale of Properties by Concrete LP

1. Strategic agrees to form a Strategic LP for each Property for which the requisite approval of limited partners has been obtained by a Vendor.

2. Concrete Equities agrees to cause Concrete LP to sell to a Strategic LP and Strategic agrees to cause such Strategic LP to purchase, each Property or Concrete LP's interest therein, for which the requisite approval of limited partners of a Vendor has been obtained at the Purchase Price (as defined below, and which shall be the identical amount paid by Concrete LP for such Property) for a particular Property by as of the Closing, (i) the assumption of the Debts, relating to such Property; and; (ii) the balance of such Purchase Price to be payable in full by the issuance by a Strategic LP to Concrete LP of a combination of: (*x*) preferred limited partnership units (the "**Preferred Units**") of the applicable Strategic LP purchaser;

and (*y*) an unsecured debenture (the "**Debenture**") due five years from the date of issuance, such combination, as determined by Strategic LP, acting reasonably, to give full effect to the provisions of the Section D(2). It is intended that the combination of (*x*) and (*y*) will provide for an annual pre-tax return to Concrete LP equal to 6% of the Purchase Price (as defined below), as adjusted pursuant to Section C(2) less the Debt.

C. Purchase Price

1. The purchase price (the "**Purchase Price**" or "**Appraised Value**") for each Property shall be determined by way of appraisal (the "**Appraisal**") effective within (3) three months of Closing, prepared by either Colliers International or Cushman & Wakefield LePage Inc. (the "**Appraiser**"), as chosen at the discretion of the Strategic which Appraisal shall be final and binding on Strategic, each Strategic LP, the Vendors, Concrete Equities and Concrete LP as to the Purchase Price for each Property. The Appraiser shall rely on the direct capitalisation and the discounted cash flow analysis methods of appraisal. The Appraiser shall use its professional judgement with respect to vacancy, market rent, allowances, capitalisation rates (current and reversionary), discount rate and any other assumptions required to determine value. The Appraiser shall rely on Environmental Site Assessments and Building Condition Reports prepared by Pinchin Environmental to make adjustments to value and cash flow based on estimated environmental remediation costs if any and, projected replacement, repair, and replacement reserve costs of major components.

2. In respect of each transaction, the purchaser (for greater certainty which is Concrete LP and thereafter a Strategic LP) shall receive all income and pay all expenses in respect of the Property from and after the Closing. Adjustments shall be made as of the Closing Date with respect to rents (other than arrears of rent, unrecovered or unpaid operating costs and other receivables which will be assigned to the purchaser), prepaid rents, free rent, security deposits, real property taxes and payments under, and costs to terminate service contracts which shall be a credit to a purchaser, water and other utilities and fuel, licenses necessary for the operation of the Property and all other items normally adjusted between a vendor and purchaser in respect of a sale of property similar to the Property, provided however, there shall be no adjustment for (i) any unrecovered capital expenditures made by the vendor as landlord; (ii) any tenant allowances paid prior to the Closing or incurred now or prior to, and payable after the Closing; or (iii) any unpaid or unrecovered operating costs or expenses for any previous years, all of which shall be assigned to the applicable purchaser without any recovery whatsoever.

D. Other Provisions

1. The first payments to Concrete LP pursuant to the Debenture and the Preferred Units will be made on the first day of the month following ninety (90) days from the Closing and thereafter shall be paid on the first day of each month thereafter until paid or redeemed as the case may be. The Preferred Units shall be non-voting, retractable at the option of the applicable Strategic LP, as issuer, provided Concrete LP has consented to such retraction, from and after the third anniversary of their issuance and shall be retracted or repurchased for cancellation, by the applicable Strategic LP, as issuer, on the fifth anniversary of their issuance. The retraction or redemption of the Preferred Units shall be equal to one-half of

the positive amount derived by subtracting the Purchase Price paid by a Strategic LP for a Property from the appraised value (appraised in the manner set out in Section C(1) above) of the Property as of the date of the retraction, repayment or repurchase for cancellation less all Expenses of a Strategic LP. For the purpose of this Agreement "**Expenses**" means, the negative cash flow of the applicable Strategic LP in respect of its obligations.

2. Each party which is, or becomes, a purchaser herein, will, at the request of each party which is, or becomes, a vendor herein, to the extent allowed under the *Income Tax Act* (Canada) (the "**Tax Act**") jointly elect with such vendor under subsection 97(2) of the Tax Act with respect to the transfer of the Properties or a Property. Such election will be prepared by a party which is a vendor and filed by each party which is a purchaser and a vendor in the form and manner and within the time prescribed by the Tax Act and the regulations thereunder. The agreed amount for the purposes of paragraph 85(1)(a) of the Tax Act in respect of each such property will be such amount as is determined by the vendor within the limits prescribed in the Tax Act. Each party that is a purchaser will, at the request of the respective party that is a vendor, jointly elect with such vendor under corresponding provisions of applicable provincial income tax legislation with respect to the sale of the Properties. The provisions in respect of the election under subsection 97(2) of the Tax Act will apply to the making of any such provincial elections, with necessary changes.

3. To induce Strategic to enter into this agreement, each Vendor and Concrete Equities has represented and warranted that the limited partners of each Vendor will provide the requisite approval for the sale of such Vendor's Property or Properties. The Vendors, Concrete Equities and Strategic agree that in the event a party (the "**Defaulting Party**") fails to complete the purchase and sale of the Properties as provided for herein, including without limitation, due to the inability of a Vendor or Concrete Equities to secure the requisite approval of its limited partners to the sale of its Property or Properties, the Defaulting Party, if a Vendor or Concrete Equities, will pay to Strategic, and if Strategic, will pay to the Vendor and Concrete Equities, a termination fee (being in aggregate, two per cent of the original price paid by a Vendor for such Property or Properties) as a genuine pre-estimate of damages and to reimburse the non-Defaulting Party for third party and other costs and expenses incurred in connection with the transactions contemplated herein.

4. All Closings contemplated herein will be conducted in accordance with usual and customary procedures and trust conditions applicable to real estate transactions in Calgary, Alberta.

5. This Agreement may not be assigned by the Vendors or by Concrete Equities without the prior written agreement of Strategic.

6. The parties will execute all documents, provide all further assurances and do all things necessary to give full effect to the terms and conditions of this Agreement.

7. This Agreement shall be construed and governed by the laws of the Province of Alberta.

DATED this 11 day of February, 2009.

SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP by its General Partner, CONCRETE ASSOCIATES V INVESTMENT CORPORATION

Per: ____________________

SAFEGUARD REAL ESTATE INVESTMENT FUND VII LIMITED PARTNERSHIP by its General Partner, CONCRETE ASSOCIATES VI INVESTMENT CORPORATION

Per: ____________________

STRATEGIC FINANCIAL CORP.

Per: ____________________

SIGNED, SEALED AND DELIVERED BY:

____
Witness

____
VARUN AURORA

____
Witness

____
VINCENZO DE PALMA

APPENDIX PP

NOTICES OF SPECIAL MEETING

and

JOINT MANAGEMENT INFORMATION CIRCULAR

of

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP II

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 PARTNERSHIP

and

SAFEGUARD REAL ESTATE INVESTMENT FUND VII LIMITED PARTNERSHIP

March 12, 2009

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a special meeting (the "**Safeguard LP Meeting**") of the holders ("**Safeguard LP Unitholders**") of outstanding units (the "**Safeguard LP Units**") of Safeguard Real Estate Investment Fund Limited Partnership ("**Safeguard LP**") will be held on April 15, 2009, at 9:00 a.m. (Calgary time) at Plaza 3-5, Coast Plaza Hotel, 1316 – 33 Street NE, Calgary, Alberta for the following purposes:

1. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 1 of the accompanying joint management information circular dated March 12, 2009 (the "**Information Circular**"), approving the sale of all of substantially all of the assets of Safeguard LP to Concrete Foundation Fund Limited Partnership ("**Concrete LP**");

2. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 2 of the Information Circular, approving amendments to the Partnership Agreement to provide that the General Partner shall not be entitled to receive any Allocation or Distribution from Safeguard LP in excess of 0.001%;

3. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 3 of the Information Circular, approving the dissolution of Safeguard LP and in connection therewith, the *in specie* distribution of limited partnership units of Concrete LP; and

4. to transact such other business as may properly come before the Safeguard LP Meeting or any adjournment or adjournments thereof.

The Information Circular should be carefully reviewed by Safeguard LP Unitholders as it contains detailed information concerning Safeguard LP, Concrete LP, the proposed purchase of real estate properties by Concrete LP (including from Safeguard LP) and the sale of such properties by Concrete LP, as well as the full text of the extraordinary resolutions.

Only registered Safeguard LP Unitholders are entitled to notice of the Safeguard LP Meeting or any adjournment or adjournments thereof and to vote thereat. If a holder of record transfers his Safeguard LP Units and the transferee, upon producing properly endorsed certificates of such Safeguard LP Units or otherwise establishing that he owns such Safeguard LP Units, requests in writing not later than 10 days before the Safeguard LP Meeting that the transferee's name be included in the list of Safeguard LP Unitholders entitled to vote, such transferee shall be entitled to vote such Safeguard LP Units at the Safeguard LP Meeting.

Safeguard LP Unitholders may: (i) vote in person at the Safeguard LP Meeting or any adjournment or adjournments thereof; (ii) appoint another person (who need not be a Safeguard LP Unitholder) as their proxy to attend and vote in their place; and (iii) provide a proxy to the General Partner in the form accompanying this Information Circular. Safeguard LP Unitholders unable to be present at the Safeguard LP Meeting are requested to date and sign the enclosed form of proxy and return it to Wealthcrete Investment Corporation, #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035) not less than 48 hours prior to the Safeguard LP Meeting or any adjournment thereof,. **Safeguard LP Unitholders who intend to vote in favour of the extraordinary resolutions are asked to also sign and return the written resolution accompanying the Safeguard LP meeting materials as soon as possible.**

Calgary, Alberta
March 12, 2009

BY ORDER OF THE BOARD OF DIRECTORS of Wealthcrete Investment Corporation as General Partner of Safeguard Real Estate Investment Fund Limited Partnership

V. Aurora

Varun Aurora, Director

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP II

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a special meeting (the "**Safeguard II LP Meeting**") of the holders ("**Safeguard II LP Unitholders**") of outstanding units (the "**Safeguard II LP Units**") of Safeguard Real Estate Investment Fund Limited Partnership II ("**Safeguard II LP**") will be held on April 15, 2009, at 10:00 a.m. (Calgary time) at Plaza 3-5, Coast Plaza Hotel, 1316 – 33 Street NE, Calgary, Alberta for the following purposes:

5. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 1 of the accompanying joint management information circular dated March 12, 2009 (the "**Information Circular**"), approving the sale of all of substantially all of the assets of Safeguard II LP to Concrete Foundation Fund Limited Partnership ("**Concrete LP**");

6. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 2 of the Information Circular, approving amendments to the Partnership Agreement to provide that the General Partner shall not be entitled to receive any Allocation or Distribution from Safeguard II LP in excess of 0.001%;

7. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 3 of the Information Circular, approving the dissolution of Safeguard II LP and in connection therewith, the *in specie* distribution of limited partnership units of Concrete LP; and

8. to transact such other business as may properly come before the Safeguard II LP Meeting or any adjournment or adjournments thereof.

The Information Circular should be carefully reviewed by Safeguard II LP Unitholders as it contains detailed information concerning Safeguard II LP, Concrete LP, the proposed purchase of real estate properties by Concrete LP (including from Safeguard II LP) and the sale of such properties by Concrete LP, as well as the full text of the extraordinary resolutions.

Only registered holders of Safeguard II LP Units are entitled to notice of the Safeguard II LP Meeting or any adjournment or adjournments thereof and to vote thereat. If a holder of record transfers his Safeguard II LP Units and the transferee, upon producing properly endorsed certificates evidencing such Safeguard II LP Units or otherwise establishing that he owns such Safeguard II LP Units, requests in writing not later than 10 days before the Safeguard II LP Meeting that the transferee's name be included in the list of Safeguard II LP Unitholders entitled to vote, such transferee shall be entitled to vote such Safeguard II LP Units at the Safeguard II LP Meeting.

Safeguard II LP Unitholders may: (i) vote in person at the Safeguard II LP Meeting or any adjournment or adjournments thereof; (ii) appoint another person (who need not be a Safeguard II LP Unitholder) as their proxy to attend and vote in their place; or (iii) provide a proxy to the General Partner in the form accompanying this Information Circular. Safeguard II LP Unitholders unable to be present at the Safeguard II LP Meeting are requested to date and sign the enclosed form of proxy and return it to Concrete Associates Investment Corporation, #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035), not less than 48 hours prior to the Safeguard II LP Meeting or any adjournment thereof. **Safeguard II LP Unitholders who intend to vote in favour of the extraordinary resolutions are asked to also sign and return the written resolution accompanying the meeting materials as soon as possible.**

Calgary, Alberta
March 12, 2009

BY ORDER OF THE BOARD OF DIRECTORS of Concrete Associates Investment Corporation as General Partner of Safeguard Real Estate Investment Fund Limited Partnership II

V. Aurora

Varun Aurora, Director

SAFEGUARD REAL ESTATE INVESTMENT FUND III LIMITED PARTNERSHIP

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a special meeting (the "**Safeguard III LP Meeting**") of the holders ("**Safeguard III LP Unitholders**") of outstanding units (the "**Safeguard III LP Units**") of Safeguard Real Estate Investment Fund III Limited Partnership ("**Safeguard III LP**") will be held on April 15, 2009, at 11:00 a.m. (Calgary time) at Plaza 3-5, Coast Plaza Hotel, 1316 – 33 Street NE, Calgary, Alberta for the following purposes:

1. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 1 of the accompanying joint management information circular dated March 12, 2009 (the "**Information Circular**"), approving the sale of all of substantially all of the assets of Safeguard III LP to Concrete Foundation Fund Limited Partnership ("**Concrete LP**");

2. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 2 of the Information Circular, approving amendments to the Partnership Agreement to provide that the General Partner shall not be entitled to receive any Allocation or Distribution from Safeguard III LP in excess of 0.001%;

3. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 3 of the Information Circular, approving the dissolution of Safeguard III LP and in connection therewith, the *in specie* distribution of limited partnership units of Concrete LP; and

4. to transact such other business as may properly come before the Safeguard III LP Meeting or any adjournment or adjournments thereof.

The Information Circular should be carefully reviewed by Safeguard III LP Unitholders as it contains detailed information concerning Safeguard III LP, Concrete LP, the proposed purchase of real estate properties by Concrete LP (including from Safeguard III LP) and the sale of such properties by Concrete LP, as well as the full text of the extraordinary resolutions.

Only registered holders of Safeguard III LP Units are entitled to notice of the Safeguard III LP Meeting or any adjournment or adjournments thereof and to vote thereat. If a holder of record transfers his Safeguard III LP Units and the transferee, upon producing properly endorsed certificates evidencing such Safeguard III LP Units or otherwise establishing that he owns such Safeguard III LP Units, requests in writing not later than 10 days before the Safeguard III LP Meeting that the transferee's name be included in the list of Safeguard III LP Unitholders entitled to vote, such transferee shall be entitled to vote such Safeguard III LP Units at the Safeguard III LP Meeting.

Safeguard III LP Unitholders may: (i) vote in person at the Safeguard III LP Meeting or any adjournment or adjournments thereof; (ii) appoint another person (who need not be a Safeguard III LP Unitholder) as their proxy to attend and vote in their place; or (iii) provide a proxy consent to the General Partner at in the form accompanying this Information Circular. Safeguard III LP Unitholders unable to be present at the Safeguard III LP Meeting are requested to date and sign the enclosed form of proxy and return it to Concrete Associates II Investment Corporation, #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035), not less than 48 hours prior to the Safeguard III LP Meeting or any adjournment thereof. **Safeguard III LP Unitholders who intend to vote in favour of the extraordinary resolutions are asked to also sign and return the written resolution accompanying the meeting materials as soon as possible.**

Calgary, Alberta
March 12, 2009

BY ORDER OF THE BOARD OF DIRECTORS of Concrete Associates II Investment Corporation as General Partner of Safeguard Real Estate Investment Fund III Limited Partnership

Varun Aurora, Director

SAFEGUARD REAL ESTATE INVESTMENT FUND IV LIMITED PARTNERSHIP

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a special meeting (the "**Safeguard IV LP Meeting**") of the holders ("**Safeguard IV LP Unitholders**") of the outstanding units (the "**Safeguard IV LP Units**") of Safeguard Real Estate Investment Fund IV Limited Partnership ("**Safeguard IV LP**") will be held on April 15, 2009, at 12:00 p.m. (Calgary time) at Plaza 3-5, Coast Plaza Hotel, 1316 – 33 Street NE, Calgary, Alberta for the following purposes:

1. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 1 of the accompanying joint management information circular dated March 12, 2009 (the "**Information Circular**"), approving the sale of all of substantially all of the assets of Safeguard IV LP to Concrete Foundation Fund Limited Partnership ("**Concrete LP**");

2. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 2 of the Information Circular, approving amendments to the Partnership Agreement to provide that the General Partner shall not be entitled to receive any Allocation or Distribution from Safeguard IV LP in excess of 0.001%;

3. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 3 of the Information Circular, approving the dissolution of Safeguard IV LP and in connection therewith, the *in specie* distribution of limited partnership units of Concrete LP; and

4. to transact such other business as may properly come before the Safeguard IV LP Meeting or any adjournment or adjournments thereof.

The Information Circular should be carefully reviewed by Safeguard IV LP Unitholders as it contains detailed information concerning Safeguard IV LP, Concrete LP, the proposed purchase of real estate properties by Concrete LP (including from Safeguard IV LP) and the sale of such properties by Concrete LP, as well as the full text of the extraordinary resolutions.

Only registered holders of Safeguard IV LP Units are entitled to notice of the Safeguard IV LP Meeting or any adjournment or adjournments thereof and to vote thereat. If a holder of record transfers his Safeguard IV LP Units and the transferee, upon producing properly endorsed certificates evidencing such Safeguard IV LP Units or otherwise establishing that he owns such Safeguard IV LP Units, requests in writing not later than 10 days before the Safeguard IV LP Meeting that the transferee's name be included in the list of Safeguard IV LP Unitholders entitled to vote, such transferee shall be entitled to vote such Safeguard IV LP Units at the Safeguard IV LP Meeting.

Safeguard IV LP Unitholders may: (i) vote in person at the Safeguard IV LP Meeting or any adjournment or adjournments thereof; (ii) appoint another person (who need not be a Safeguard IV LP Unitholder) as their proxy to attend and vote in their place; or (iii) provide a proxy to the General Partner in the form accompanying this Information Circular. Safeguard IV LP Unitholders unable to be present at the Safeguard IV LP Meeting are requested to date and sign the enclosed form of proxy and return it to Concrete Associates III Investment Corporation, #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035), not less than 48 hours prior to the Safeguard IV LP Meeting or any adjournment thereof. **Safeguard IV LP Unitholders who intend to vote in favour of the extraordinary resolutions are asked to also sign and return the written resolution accompanying the meeting materials as soon as possible.**

Calgary, Alberta
March 12, 2009

BY ORDER OF THE BOARD OF DIRECTORS of Concrete Associates III Investment Corporation as General Partner of Safeguard Real Estate Investment Fund IV Limited Partnership

V. Aurora

Varun Aurora, Director

SAFEGUARD REAL ESTATE INVESTMENT FUND V LIMITED PARTNERSHIP

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a special meeting (the "**Safeguard V LP Meeting**") of the holders ("**Safeguard V LP Unitholders**") of the outstanding units (the "**Safeguard V LP Units**") of Safeguard Real Estate Investment Fund V Limited Partnership ("**Safeguard V LP**") will be held on April 15, 2009, at 1:00 p.m. (Calgary time) at Plaza 3-5, Coast Plaza Hotel, 1316 – 33 Street NE, Calgary, Alberta for the following purposes:

1. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 1 of the accompanying joint management information circular dated March 12, 2009 (the "**Information Circular**"), approving the sale of all of substantially all of the assets of Safeguard V LP to Concrete Foundation Fund Limited Partnership ("**Concrete LP**");

2. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 2 of the Information Circular, approving amendments to the Partnership Agreement to provide that the General Partner shall not be entitled to receive any Allocation or Distribution from Safeguard V LP in excess of 0.001%;

3. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 3 of the Information Circular, approving the dissolution of Safeguard V LP and in connection therewith, the *in specie* distribution of limited partnership units of Concrete LP; and

4. to transact such other business as may properly come before the Safeguard V LP Meeting or any adjournment or adjournments thereof.

The Information Circular should be carefully reviewed by Safeguard V LP Unitholders as it contains detailed information concerning Safeguard V LP, Concrete LP, the proposed purchase of real estate properties by Concrete LP (including from Safeguard V LP) and the sale of such properties by Concrete LP, as well as the full text of the extraordinary resolutions.

Only registered holders of Safeguard V LP Units are entitled to notice of the Safeguard V LP Meeting or any adjournment or adjournments thereof and to vote thereat. If a holder of record transfers his Safeguard V LP Units and the transferee, upon producing properly endorsed certificates evidencing such Safeguard V LP Units or otherwise establishing that he owns such Safeguard V LP Units, requests in writing not later than 10 days before the Safeguard V LP Meeting that the transferee's name be included in the list of Safeguard V LP Unitholders entitled to vote, such transferee shall be entitled to vote such Safeguard V LP Units at the Safeguard V LP Meeting.

Safeguard V LP Unitholders may: (i) vote in person at the Safeguard V LP Meeting or any adjournment or adjournments thereof; (ii) appoint another person (who need not be a Safeguard V LP Unitholder) as their proxy to attend and vote in their place; or (iii) provide a proxy to the General at in the form accompanying this Information Circular. Safeguard V LP Unitholders unable to be present at the Safeguard V LP Meeting are requested to date and sign the enclosed form of proxy and return it to Concrete Associates IV Investment Corporation, #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035), not less than 48 hours prior to the Safeguard V LP Meeting or any adjournment thereof. **Safeguard V LP Unitholders who intend to vote in favour of the extraordinary resolutions are asked to also sign and return the written resolution accompanying the meeting materials as soon as possible.**

Calgary, Alberta
March 12, 2009

BY ORDER OF THE BOARD OF DIRECTORS of Concrete Associates IV Investment Corporation as General Partner of Safeguard Real Estate Investment Fund V Limited Partnership

Varun Aurora, Director

SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a special meeting (the "**Safeguard VI LP Meeting**") of the holders ("**Safeguard VI LP Unitholders**") of the outstanding units (the "**Safeguard VI LP Units**") of Safeguard Real Estate Investment Fund VI Limited Partnership ("**Safeguard VI LP**") will be held on April 15, 2009, at 2:00 p.m. (Calgary time) at Plaza 3-5, Coast Plaza Hotel, 1316 – 33 Street NE, Calgary, Alberta for the following purposes:

1. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 1 of the accompanying joint management information circular dated March 12, 2009 (the "**Information Circular**"), approving the sale of all of substantially all of the assets of Safeguard VI LP to Concrete Foundation Fund Limited Partnership ("**Concrete LP**");

2. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 2 of the Information Circular, approving amendments to the Partnership Agreement to provide that the General Partner shall not be entitled to receive any Allocation or Distribution from Safeguard VI LP in excess of 0.001%;

3. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 3 of the Information Circular, approving the dissolution of Safeguard VI LP and in connection therewith, the *in specie* distribution of limited partnership units of Concrete LP; and

4. to transact such other business as may properly come before the Safeguard VI LP Meeting or any adjournment or adjournments thereof.

The Information Circular should be carefully reviewed by Safeguard VI LP Unitholders as it contains detailed information concerning Safeguard VI LP, Concrete LP, the proposed purchase of real estate properties by Concrete LP (including from Safeguard VI LP) and the sale of such properties by Concrete LP, as well as the full text of the extraordinary resolutions.

Only registered holders of Safeguard VI LP Units are entitled to notice of the Safeguard VI LP Meeting or any adjournment or adjournments thereof and to vote thereat. If a holder of record transfers his Safeguard VI LP Units and the transferee, upon producing properly endorsed certificates evidencing such Safeguard VI LP Units or otherwise establishing that he owns such Safeguard VI LP Units, requests in writing not later than 10 days before the Safeguard VI LP Meeting that the transferee's name be included in the list of Safeguard VI LP Unitholders entitled to vote, such transferee shall be entitled to vote such Safeguard VI LP Units at the Safeguard VI LP Meeting.

Safeguard VI LP Unitholders may: (i) vote in person at the Safeguard VI LP Meeting or any adjournment or adjournments thereof; (ii) appoint another person (who need not be a Safeguard VI LP Unitholder) as their proxy to attend and vote in their place; or (iii) provide a proxy to the General Partner in the form accompanying this Information Circular. Safeguard VI LP Unitholders unable to be present at the Safeguard VI LP Meeting are requested to date and sign the enclosed form of proxy and return it to Concrete Associates V Investment Corporation, #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035), not less than 48 hours prior to the Safeguard VI LP Meeting or any adjournment thereof. **Safeguard VI LP Unitholders who intend to vote in favour of the extraordinary resolutions are asked to also sign and return the written resolution accompanying the meeting materials as soon as possible.**

Calgary, Alberta
March 12, 2009

BY ORDER OF THE BOARD OF DIRECTORS of Concrete Associates V Investment Corporation as General Partner of Safeguard Real Estate Investment Fund VI Limited Partnership

V. Aurora

Varun Aurora, Director

SAFEGUARD REAL ESTATE INVESTMENT FUND VII LIMITED PARTNERSHIP

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a special meeting (the "**Safeguard VII LP Meeting**") of the holders ("**Safeguard VII LP Unitholders**") of the outstanding units (the "**Safeguard VII LP Units**") of Safeguard Real Estate Investment Fund VII Limited Partnership ("**Safeguard VII LP**") will be held on April 15, 2009, at 3:00 p.m. (Calgary time) at Plaza 3-5, Coast Plaza Hotel, 1316 – 33 Street NE, Calgary, Alberta for the following purposes:

1. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 1 of the accompanying joint management information circular dated March 12, 2009 (the "**Information Circular**"), approving the sale of all of substantially all of the assets of Safeguard VII LP to Concrete Foundation Fund Limited Partnership ("**Concrete LP**");

2. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 2 of the Information Circular, approving amendments to the Partnership Agreement to provide that the General Partner shall not be entitled to receive any Allocation or Distribution from Safeguard VII LP in excess of 0.001%;

3. to consider and, if deemed advisable, pass an extraordinary resolution, with or without variation, substantially in the form set forth in Appendix 3 of the Information Circular, approving the dissolution of Safeguard VII LP and in connection therewith, the *in specie* distribution of limited partnership units of Concrete LP; and

4. to transact such other business as may properly come before the Safeguard VII LP Meeting or any adjournment or adjournments thereof.

The Information Circular should be carefully reviewed by Safeguard VII LP Unitholders as it contains detailed information concerning Safeguard VII LP, Concrete LP , the proposed purchase of real estate properties by Concrete LP (including from Safeguard VII LP) and the sale of such properties by Concrete LP, as well as the full text of the extraordinary resolutions.

Only registered holders of Safeguard VII LP Units are entitled to notice of the Safeguard VII LP Meeting or any adjournment or adjournments thereof and to vote thereat. If a holder of record transfers his Safeguard VII LP Units and the transferee, upon producing properly endorsed certificates evidencing such Safeguard VII LP Units or otherwise establishing that he owns such Safeguard VII LP Units, requests in writing not later than 10 days before the Safeguard VII LP Meeting that the transferee's name be included in the list of Safeguard VII LP Unitholders entitled to vote, such transferee shall be entitled to vote such Safeguard VII LP Units at the Safeguard VII LP Meeting.

Safeguard VII LP Unitholders may: (i) vote in person at the Safeguard VII LP Meeting or any adjournment or adjournments thereof; (ii) appoint another person (who need not be a Safeguard VII LP Unitholder) as their proxy to attend and vote in their place; or (iii) provide a proxy to the General Partner in the form accompanying this Information Circular. Safeguard VII LP Unitholders unable to be present at the Safeguard VII LP Meeting are requested to date and sign the enclosed form of proxy and return it to Concrete Associates VI Investment Corporation, #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035), not less than 48 hours prior to the Safeguard VII LP Meeting or any adjournment thereof. **Safeguard VII LP Unitholders who intend to vote in favour of the extraordinary resolutions are asked to also sign and return the written resolution accompanying the meeting materials as soon as possible.**

Calgary, Alberta
March 12, 2009

BY ORDER OF THE BOARD OF DIRECTORS of Concrete Associates VI Investment Corporation as General Partner of Safeguard Real Estate Investment Fund VII Limited Partnership

V. Aurora

Varun Aurora, Director

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GLOSSARY OF TERMS

Unless expressly stated otherwise, in this Information Circular, the words and terms set out below have the following meanings:

"**ABCA**" means the *Business Corporations Act* (Alberta), as amended.

"**Adjusted Purchase Price**" means the Purchase Price for a Property less the usual and customary closing adjustments in respect of a purchase and sale of real property, including without limitation: rents (other than arrears of rent, unrecovered or unpaid operating costs and other receivables which will be assigned to the purchaser), prepaid rents, free rent, security deposits, real property taxes and payments under, and costs to terminate service contracts which will be a credit to the purchaser, water and other utilities and fuel, licenses necessary for the operation of the Property. There shall be no adjustment for (i) any unrecovered capital expenditures made by the vendor as landlord; and (ii) any tenant allowances paid or incurred prior to the Closing Date; or (iii) any unpaid or unrecovered operating costs or expenses for any previous years, all of which shall be assigned to the purchaser without any recovery whatsoever.

"**Administrator**" means Strategic Fund Management Corp.

"**Amendment Resolution**" means the extraordinary resolution of Unitholders to approve amendments to the Limited Partnership Agreement to provide for that the General Partner shall not be entitled to receive an Allocation or Distribution from the Limited Partnership in excess of 0.001%.

"**Appraised Value**" means the value for a Property determined by an appraisal effective within three months of the Closing Date, prepared by either Colliers International or Cushman & Wakefield LePage Inc. and shall be final and binding on the Selling Limited Partnerships, Concrete LP and the Strategic LP. The appraiser shall rely on the direct capitalization and the discounted cash flow analysis methods of appraisal and shall use its professional judgement with respect to vacancy, market rent, allowances, capitalisation rates (current and reversionary), discount rate and any other assumptions required to determine value. The appraiser shall rely on Environmental Site Assessments and Building Condition Reports prepared by Pinchin Environmental Ltd. to make adjustments to value and cash flow based on estimated environmental remediation costs if any and, projected replacement, repair, and replacement reserve costs of major components.

"**Class B Units**" mean non-voting redeemable retractable preferred limited partnership units of a Strategic LP.

"**Closing**" means, in respect of a Property, the closing of the purchase and sale transactions contemplated herein, either between a Selling Limited Partnership and Concrete LP or between Concrete LP and a Strategic LP, as the context requires.

"**Closing Date**" means May 1, 2009 or such other date or dates as may be agreed to by Concrete LP and Strategic.

"**Concrete GP**" means Concrete Foundation Fund Ltd., the general partner of Concrete LP.

"**Concrete LP**" means Concrete Foundation Fund Limited Partnership.

"**Concrete LP Partnership Agreement**" means the limited partnership agreement dated March 11, 2009 establishing Concrete LP.

"**Concrete LP Units**" mean limited partnership units of Concrete LP.

"**Debts**" means mortgages and other debts and obligations which a Strategic LP has agreed to assume in respect of a Property.

"**Dissolution Resolution**" means the extraordinary resolution of Unitholders to approve the dissolution of the Limited Partnership and in connection therewith, the *in specie* distribution of the Concrete LP Units.

"**Expenses"** means the negative cash flow amount, if any, of the Strategic LP for a particular period, calculated as all rental revenues received by the Strategic LP less all expenditures, payables and commitments, whether or not capitalized, including without limitation, all interest and capital payments and expenses, interest paid on the Strategic LP Debenture, leasehold improvements, tenant inducements, free rent, unrecovered operating costs or capital expenditures, settlements and professional fees incurred by or on behalf of the Strategic LP in respect of the Property acquired by it.

"**General Partner**" means the General Partner or Managing Partner of a Limited Partnership.

"**Group 1 Properties**" means the properties owned by Safeguard LP, Safeguard II LP, Safeguard III LP, Safeguard IV LP and Safeguard V LP commonly referred to as Millrise Plaza, Deer Valley Station, SNC Lavalin Building, Castleridge Plaza, condominium units 1 to 3, 43 and parking units 60, 73, 92 to 100, 103, 104, 105 and 111 – 128 in Concrete Equities Place and M.E.G. Place and individually, a "**Group 1 Property**"

"**Group 2 Properties**" means the properties owned by Safeguard VI LP and Safeguard VII LP commonly referred to as Airways Business Park, Glenmore Commerce Court and Symcor-Otis Building.

"**Group 3 Property**" means condominiums units #32 to 36, 57, 69, 70, 74, 75, 108 and 109 in Concrete Equities Place owned by Concrete Place Properties Ltd.

"**Information Circular**" means the joint management information circular dated March 12, 2009 prepared in connection with the Meetings.

"**Limited Partnerships**" means collectively, Safeguard Real Estate Investment Fund Limited Partnership, Safeguard Real Estate Investment Fund Limited Partnership II, 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 Partnership and Safeguard Real Estate Investment Fund VII Limited Partnership and individually, a "**Limited Partnership**".

"**Meetings**" mean the special meetings of Unitholders of each of the Limited Partnerships called to consider the Sale Resolution, the Amendment Resolution and the Dissolution Resolution and individually, a "**Meeting**".

"**Partnership Act**" means the *Partnership Act* (Alberta), as amended.

"**Partnership Agreement**" means the limited partnership agreement pursuant to which a Limited Partnership was established, as amended, restated or supplemented.

"**Properties**" means some or all of the Group 1 Properties, the Group 2 Properties and the Group 3 Property, as the context requires and individually, a "**Property**".

"**Purchase Price**" shall mean the Appraised Value less the Debts.

"**Redemption Appraised Value**" means the fair market value for a Property determined by an appraisal effective within three months of the Redemption Date, prepared on a basis consistent with that of the Appraised Value by an independent appraiser chosen by the Strategic LP and Concrete GP and shall be final and binding on Concrete LP or the holder of the Class B Units and the Strategic LP less an amount equal to all Expenses up to and including the applicable Redemption Date.

"**Redemption Date**" means the date on which some or all of the Class B Units are to be redeemed or retracted.

"**Redemption Price**" means the amount that a Strategic LP is obligated to pay upon the redemption or retraction of the Class B Units, calculated in the manner set forth under "Information Concerning Strategic Limited Partnerships – Description of Strategic LP Securities – Class B Units".

"**Safeguard LP**" means Safeguard Real Estate Investment Fund Limited Partnership.

“**Safeguard LP Meeting**” means the special meeting of Safeguard LP Unitholders.

“**Safeguard LP Unitholders**” means the holders of Safeguard LP Units.

“**Safeguard LP Units**” mean the outstanding limited partnership units of Safeguard LP.

“**Safeguard II LP**” means Safeguard Real Estate Investment Fund Limited Partnership II.

“**Safeguard II LP Meeting**” means the special meeting of the Safeguard II LP Unitholders.

“**Safeguard II LP Unitholder**” means the holders of Safeguard II LP Units.

“**Safeguard II LP Units**” mean the outstanding limited partnership units of Safeguard II LP.

“**Safeguard III LP**” means Safeguard Real Estate Investment Fund III Limited Partnership.

“**Safeguard III LP Meeting**” means the special meeting of the Safeguard III LP Unitholders.

“**Safeguard III LP Unitholder**” means the holders of Safeguard III LP Units.

“**Safeguard III LP Units**” mean the outstanding limited partnership units of Safeguard III LP.

“**Safeguard IV LP**” means Safeguard Real Estate Investment Fund IV Limited Partnership.

“**Safeguard IV LP Meeting**” means the special meeting of the Safeguard IV LP Unitholders.

“**Safeguard IV LP Unitholder**” means the holders of Safeguard IV LP Units.

“**Safeguard IV LP Units**” mean the outstanding limited partnership units of Safeguard IV LP.

“**Safeguard V LP**” means Safeguard Real Estate Investment Fund V Limited Partnership.

“**Safeguard V LP Meeting**” means the special meeting of the Safeguard V LP Unitholders.

“**Safeguard V LP Unitholder**” means the holders of Safeguard V LP Units.

“**Safeguard V LP Units**” mean the outstanding limited partnership units of Safeguard V LP.

“**Safeguard VI LP**” means Safeguard Real Estate Investment Fund VI Limited Partnership.

“**Safeguard VI LP Meeting**” means the special meeting of the Safeguard VI LP Unitholders.

“**Safeguard VI LP Unitholder**” means the holders of Safeguard VI LP Units.

“**Safeguard VI LP Units**” mean the outstanding limited partnership units of Safeguard VI LP.

“**Safeguard VII LP**” means Safeguard Real Estate Investment Fund VII Limited Partnership.

“**Safeguard VII LP Meeting**” means the special meeting of the Safeguard VII LP Unitholders.

“**Safeguard VII LP Unitholder**” means the holders of Safeguard VII LP Units.

“**Safeguard VII LP Units**” mean the outstanding limited partnership units of Safeguard VII LP.

"**Sale Resolution**" means the extraordinary resolution of Unitholders to approve the sale of all or substantially all of the assets of a Limited Partnership.

"**Selling Limited Partnership**" means a Limited Partnership in which its Unitholders has approved the Sale Resolution.

"**Strategic**" means the Strategic Group of Companies.

"**Strategic GP**" means the general partner of a Strategic LP.

"**Strategic LPs**" means limited partnerships affiliated with Strategic and individually, a "**Strategic LP**".

"**Strategic LP Debenture**" means the unsecured subordinated debenture issued by a Strategic LP maturing 5 years from the date of issuance.

"**Tax Act** means the *Income Tax Act* (Canada), as amended and the Regulations promulgated thereunder.

"**Total Annual Base Rental Revenue**" is calculated using the annualized contract rent as at January 1, 2009, net of operating cost recoveries and additional charges (such as parking, storage, etc.) and for vacant units, a market base rental rate is applied and projected lag vacancy is taken into account (ie. if the assumption is 3 months of lag vacancy, the annualized base rent would be multiplied by 9/12.

"**Units**" means units of the Limited Partnerships, or any of them, as the context requires.

"**Unitholders**" mean some or all of the Safeguard LP Unitholders, the Safeguard II LP Unitholders, the Safeguard III LP Unitholders, the Safeguard IV LP Unitholders, the Safeguard V LP Unitholders, the Safeguard VI LP Unitholders and the Safeguard VII LP Unitholders, as the context requires and individually, a "**Unitholder**".

JOINT MANAGEMENT INFORMATION CIRCULAR

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Information Circular dated March 12, 2009 is furnished in connection with the solicitation of proxies to be used at meetings of Unitholders of Safeguard Real Estate Investment Fund Limited Partnership, Safeguard Real Estate Investment Fund Limited Partnership II, 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 Partnership and Safeguard Real Estate Investment Fund VII Limited Partnership to be held on April 15, 2009 at Plaza 3-5, Coast Plaza Hotel, 1316 – 33 Street NE, Calgary, Alberta for the purposes set forth in the applicable Notice of Meeting accompanying this Information Circular. The Meetings will be held at the following times:

9:00 a.m. – Safeguard LP Meeting

10:00 a.m. - Safeguard II LP Meeting

11:00 a.m. - Safeguard III LP Meeting

12:00 p.m. - Safeguard IV LP Meeting

1:00 p.m. - Safeguard V LP Meeting

2:00 p.m. - Safeguard VI LP Meeting

3:00 p.m. - Safeguard VII LP Meeting

While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally, by telephone and/or email by directors, officers and employees of the General Partners. The General Partners may also engage the services of proxy solicitation firms or others in connection with the Meetings. The costs of any solicitation will be borne by the Limited Partnerships.

Appointment of Proxies and Voting Rights

Unitholders of record are entitled to receive notice of, and to vote in person or by proxy at the Meeting. Each registered Unitholder is entitled to one vote at the Meeting for each Unit held. Registered Unitholders who wish to vote their units ("**Units**") and cannot attend the Meeting in person should complete, execute, send or deliver the a form of proxy in substantially the form accompanying this Information Circular to #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035), not less than 48 hours before the time for holding of the Meeting or any adjournment(s) thereof.

The individuals named in the accompanying form of proxy are officers of the General Partner. **You have the right to appoint a person (who need not be a Unitholder) other than the persons named in the accompanying form of proxy to represent you at the Meeting by inserting such person's name in the blank space provided in the form of proxy.**

The Partnership Agreements provide that the General Partner may secure the consent or agreement of any Limited Partner to any matter requiring such consent or agreement in writing and such consents or agreements in writing may be used in conjunction with votes given at a meeting of Limited Partners or without a meeting of Limited Partners, to secure the necessary consent or agreement required under the Partnership Agreement. Further, an extraordinary resolution can be passed by obtaining a resolution in writing signed in one or more counterparts by Unitholders holding not less than 66-2/3% of the votes entitled to vote with respect to such resolution at a meeting. Accordingly, **if you intend to vote in favour of the extraordinary resolutions to be considered at the Meeting, please complete the accompanying form of written resolution and return it together with your completed proxy to the General Partner at #450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035).** If written resolutions are received from Unitholders sufficient to pass the extraordinary resolutions in respect of a Limited Partnership, the Meeting of such Limited Partnership will not be proceeded with.

Revocability of Proxies

A Unitholder may revoke a proxy given for use at the Meeting at any time prior to its use. In addition to revocation in any other matter permitted by law, a proxy may be revoked by depositing an instrument in writing executed by the Unitholder or, where the Unitholders is a corporation, by duly authorized officer or attorney, with: (i) the General Partner at#450, 550 – 11th Avenue SW, Calgary, Alberta T2R 1M7, Attention: Varun Aurora (facsimile: 1-888-552-3035) at any time up to an including the last business day preceding the day of the Meeting or any adjournment(s) thereof, at which the proxy is to be used, or (ii) the Chairman of the Meeting on the day of the Meeting or any adjournment(s) thereof, prior to the commencement of the Meeting.

Exercise of Discretion by Proxy

The Units represented by proxy(ies) which are hereby solicited (if properly executed and deposited) will be voted at the Meeting and, where a choice is specified with respect to any matter to be acted upon, such Units will be voted in accordance with the specification so made. **In the absence of such specification, Units will be voted FOR the proposed resolutions at the Meeting The accompanying form of proxy also confers discretionary authority upon the persons named in the proxies with respect to amendments to, or variations of, the matters set out in the Notice and with respect to other matters that may properly come before the Meeting.** As of the date of this Information Circular, the General Partners do not know of any such amendments, variations or other matters that may properly come before the Meetings. However, if any such amendments, variations or other matters that may properly come before the Meeting, the persons named in the accompanying form of proxy will vote on such matters in accordance with their best judgment.

PROPOSED TRANSACTION

Purchase of Real Property by Concrete LP

Pursuant to a Memorandum of Agreement dated February 11, 2009 among Safeguard LP, Safeguard II LP, Safeguard III LP, Safeguard IV LP and Safeguard V LP (as vendors), Varun Aurora and Vincenzo De Palma and Strategic Financial Corp. on behalf of Strategic LPs, Messrs. Aurora and De Palma agreed to form Concrete LP, such Limited Partners agreed to sell to Concrete LP and Concrete LP agreed to purchase, as at March 1, 2009 the Group 1 Properties, being all of the real estate properties owned by such Limited Partnerships, at an Adjusted Purchase Price for each Group 1 Property to be paid and satisfied in full as follows:

(a) the assumption by Concrete LP of Debts in respect of the Group 1 Property; and

(b) the balance by issuance of Concrete LP Units, determined by the following formula:

$\frac{A}{B}$ x 100,000,000 Concrete LP Units

A = Adjusted Purchase Price of the Group 1 Property

B = sum of As for all of the Group 1 Properties being purchased by Concrete LP

Pursuant to a Memorandum of Agreement dated February 11, 2009 among Safeguard VI LP and Safeguard VII LP (as vendors), Varun Aurora and Vincenzo De Palma, and Strategic Financial Corp., Messrs. Aurora and De Palma agreed to form Concrete LP, such Limited Partners agreed to sell to Concrete LP and Concrete LP agreed to purchase, as at April 1, 2009 the Group 2 Properties, being all of the real estate properties owned by such Limited Partnerships at an Adjusted Purchase Price for each Group 2 Property to be paid and satisfied in full as follows:

(a) the assumption by Concrete LP of the Debts in respect of the Group 2 Property; and

(b) the balance by issuance of Concrete LP Units, determined by the following formula:

A x <u>number of outstanding Concrete LP Units</u>
B

A = Adjusted Purchase Price of the Group 2 Property
B = Adjusted Purchase Price of all of the Properties purchased by Concrete LP for which Concrete LP Concrete LP Units have been issued.

Pursuant to a Memorandum of Agreement dated February 17, 2009 among Concrete Place Properties Ltd. (as vendor), Varun Aurora and Vincenzo De Palma, and Strategic, Messrs. Aurora and De Palma agreed to form Concrete LP, Concrete Place Properties Ltd. agreed to sell and Concrete LP agreed to purchase, as at April 1, 2009 the Group 3 Property at an Adjusted Purchase Price to be paid and satisfied in full as follows:

(a) the assumption by Concrete LP of the Debts in respect of the Group 3 Property; and

(b) the balance by issuance of Concrete LP Units, determined by the following formula:

A x <u>number of outstanding Concrete LP Units</u>
B

A = Adjusted Purchase Price of the Group 3 Property
B = Adjusted Purchase Price of all of the Properties purchased by Concrete LP for which Concrete LP Units have been issued.

Certain of the Limited Partnerships have made loans to other Limited Partnerships which will not be assumed by Concrete LP. Accordingly, any receivables or payables between Selling Limited Partnerships will be a further adjustment to the Adjusted Purchase Price paid by Concrete LP to a Selling Limited Partnership and will affect the number of Concrete LP Units that the Selling Limited Partnership will receive at Closing.

Pursuant to the Partnership Agreement of each Limited Partnership, a sale of "all or substantially all of the assets" of the Limited Partnership requires the approval of the limited partners by extraordinary resolution. Therefore the sale of each Property is conditional upon obtaining the requisite approval of the limited partners of the Limited Partnership. See "Business of the Meeting".

Sale of Real Property by Concrete LP to Strategic LP

Concrete LP agreed to sell, and Strategic has agreed that a Strategic LP will purchase, as at March 1, 2009 all of the Group 1 Properties acquired by Concrete from the Selling Limited Partnerships and as at April 1, 2009 all of the Group 2 Properties acquired by Concrete LP from the Selling Limited Partnerships and the Group 3 Property at the same Adjusted Purchase Price as Concrete LP paid to acquire such Properties from the Selling Limited Partnerships. A separate Strategic LP will be formed to purchase each Property. The Adjusted Purchase Price to be paid by a Strategic LP for a Property will be paid and satisfied in full as follows:

(a) the assumption of the Debts relating to the Property; and

(b) the balance by issuance of:

(i) Class B Units; and

(ii) a Strategic LP Debenture,

in such combination, as determined by the Strategic LP acting reasonably, to provide an annual pre-tax return to Concrete LP equal to 6% of the Adjusted Purchase Price for the Property.

It is intended that the first payments by a Strategic LP to Concrete LP pursuant to the Class B Units and Strategic LP Debenture will be made on the first day of the month following 90 days from the Closing Date of the acquisition by the Strategic LP of the Property from Concrete LP and on the first day of each month thereafter until the Strategic LP

Debenture is paid in full. See "Information Concerning Strategic Limited Partnerships – Description of Strategic LP Securities – Class B Units" for the attributes of the Class B Units, including retraction and redemption rights.

Dissolution of Limited Partnerships

Following the sale of its Property or Properties to Concrete LP, the only assets of the Selling Limited Partnership will be the Concrete LP Units. Approval of the Dissolution Resolution will be sought from the limited partners to dissolve the Selling Limited Partnership and in connection therewith, for the *in specie* distribution of the Concrete LP Units to the limited partners in proportion to their holdings of Units in the Selling Limited Partnership. Approval will also be sought to approve the Amendment Resolution so that the Partnership Agreement of the Selling Limited Partnership will be amended to decrease the entitlement of the General Partner such that substantially all of the Concrete LP Units will be distributed to limited partners on dissolution. Dissolution of the Selling Limited Partnership will eliminate the expenses associated with maintaining, administering and operating the Selling Limited Partnership, enable direct ownership of the Concrete LP Units by Unitholders and for allocations and distributions to be made by Concrete LP directly to Unitholders. See "Information Concerning Concrete LP".

Termination Fee

The Memorandums of Agreement provide that in the event a party fails to complete the purchase and sale of any of the Properties, including due to the inability of a Limited Partnership (a "**Non-Selling Limited Partnership**") to obtain the requisite approval of its limited partners to the sale of its Property or Properties, the defaulting party, if a Non-Selling Limited Partnership or Concrete LP will pay Strategic and if Strategic, will pay the Limited Partnership or Concrete LP, a termination fee equal to 2% of the original price paid by the Limited Partnership for such Property or Properties together with reimbursement of third party and other costs and expenses incurred in connection with the transactions set forth in the Memorandums of Agreement.

Administration Agreement

Concrete LP will enter into an administration agreement with Strategic Fund Management Corp. effective March 1, 2009 to provide administrative services and support relating to record keeping, maintaining the registrar of limited partners, distributions to limited partners, preparation and delivery of information to limited partners for the purposes of income tax preparation, and the preparation and filing of income tax returns for Concrete LP. Concrete LP will pay all costs, charges, fees (including legal, accounting and other professional fees) and expenses, both internal and external, of the Administrator incurred in respect of the provision of services under the administration agreement plus 20%.

INFORMATION CONCERNING THE LIMITED PARTNERSHIPS

Each of the Limited Partnerships was formed for the purpose of acquiring, owning, leasing, managing and improving their respective Properties. Some or all of Varun Aurora, Vincenzo De Palma and Dave Jones are the officers and directors of the General Partners. They also own shares of corporations which own units in the Limited Partnerships. See "Information Concerning Concrete LP - Directors, Officers and Shareholders of Concrete GP" and "Interest of Management or Others on Matters to be Acted Upon".

The Partnership Agreements are substantially the same for all of the Limited Partnerships. A copy of the Partnership Agreement for any Limited Partnership can be obtained from the General Partner.

The following is a summary of each Limited Partnership and a description of the Property or Properties owned by such Limited Partnership. **There is no certainty that any or all of the Limited Partnerships will receive the requisite approval from its limited partners to sell the Property or Properties of the Limited Partnership to Concrete LP. Therefore, until the Meetings are concluded, it is not possible to know which, if any, of the Properties will be acquired by Concrete LP other than the Group 3 Property.** Concrete LP will be acquiring the Group 3 Property. See "Information Concerning Concrete LP". The following sets out the "Total Annual Base Revenue" for each Property. Reference should be made to the "Glossary of Terms" for the definition of "Total Annual Base Revenue" as such number is not the actual rent income received by the Limited Partnership but is rather an annualized calculation which includes a component for vacant premises.

Safeguard Real Estate Investment Fund Limited Partnership

Safeguard LP was established by a limited partnership agreement dated February 3, 2006 among Wealthcrete Investment Corporation, David Jones and each person from time to time accepted as a limited partner, and for which a certificate was filed in accordance with the *Partnership Act* (Alberta) ("**Partnership Act**") on February 7, 2006. The Partnership Agreement was amended and restated effective July 22, 2008. Safeguard LP is governed by the laws of the Province of Alberta and is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading on any stock exchange or market. As at the date hereof, there were 212 Safeguard LP Units issued and outstanding.

Wealthcrete Investment Corporation was incorporated pursuant to the *Business Corporations Act* (Alberta) ("**ABCA**") on December 16, 2005 to manage the business and affairs of Safeguard LP.

Safeguard LP owns two Properties commonly known as the "Millrise Plaza" and "Deer Valley Station", which were acquired on July 5, 2006 for the sum of $10,030,000.

Millrise Plaza

Legal Description:	Plan 9010672, Block 2, Lot 15
Municipal Address:	15 Millrise Boulevard SW, Calgary, Alberta
Zoning:	C-C1 (Commercial – Community 1)
Location:	The Property is in the southwest predominately single family residential community of Millrise, to the south of 146th Avenue SW between Macleod Trail and 14th Street SW.
Site Description:	The Property is a 78,471 sq. ft. lot with improvements in the form of 8 retail units utilizing 13,441 sq. ft. There are 65 surface parking stalls.
Access:	The Property is accessed from MacLeod Trail (a major Calgary road) from either James McKevitt Road SW or Shawnessy Boulevard SW to Millrise Boulevard SW.
Building Description:	The building is a concrete strip mall with low maintenance aluminum siding and ground to roof dual glazed and hermetically sealed aluminum framed windows. It rests on cast-in-place concrete footings and an 18" thick cast-in-place concrete slab. The side and rear portions of the building consist of sculptured concrete covered cinderblock and 4" face brick. A 6 ft. aluminum roof adds to the esthetic appearance of the building. The building is heated with natural gas and individual units have roof mounted air-conditioning units. The electrical service to the building is underground to 3000A, 120/208V, 3 phase, 4 wire switch and the roof is a conventional built up roof with fibreglass insulation and asphalt flood coating with gravel.
Tenants:	The building is 75% leased with 13,455.8 sq. ft. of leaseable space. The major tenants are Rip's Pub & Eatery, Allegro Hair Design, Millgreen Wine & Spirits and Shell Canada Products, which also holds a land lease over 15,806 sq. ft. for a Turbo Gas Bar.
Total Annual Base Rental Revenue:	$299,880
Mortgage:	The first mortgage on the Property is in the principal sum of $2,250,000, with interest at 5.43% per annum and matures on July 1, 2015. The annual payment is $163,707 based on a 25 year amortization.

Deer Valley Station

Legal Description:	Plan 9412361, Block 30, Lot 4
Municipal Address:	13750 Bow Bottom Trail SE, Calgary, Alberta
Zoning:	C-Cor2 (Commercial – Corridor 2)

Location:	The Property is on Bow Bottom Trail, a major access route to the southeast communities of Deer Run, Queensland and Parkland. The building backs onto Deer Valley Square, a major shopping mall and is situated adjacent to the McDonald's Restaurant for the area.
Site Description:	The site is a 65,339 sq. ft. lot with improvements in the form of 10 retail units utilizing 16,243 sq. ft. with 120 surface parking stalls. There is sufficient space to construct one additional unit at the north end of the building, which would result in a reduction of parking stalls.
Access:	The Property is accessed from Bow Bottom Trail SE and 137th Avenue SE
Building Description:	The building is a concrete strip mall resting on cast-in-place concrete footings and a floor slab consisting of an 18" thick cast-in-place concrete slab. The exterior consists of concrete and 4" face bricks with dual glazed hermetically sealed, aluminum framed windows and an 8 ft. cedar shake fascia around the front of the structure. The building is heated with natural gas and individual units have roof mounted air-conditioning units. The electrical service to the building is underground to 3000A, 120/208V, 3 phase, 4 wire switch and the roof is a conventional built up roof with fibreglass insulation and asphalt flood coating with gravel.
Tenants:	The building has 16,243.2 sq. ft. of leaseable area and is fully occupied, with the major tenants being: St. George & Dragon Pub, Kentucky Fried Chicken, and Diamond Insurance.
Total Annual Base Rental Revenue:	$382,402
Mortgage Details:	The first mortgage on the Property is in the principal sum of $2,570,000, with interest at 6.47% per annum and matures on July 1, 2014. The annual payment is $206,013 based on a 25 year amortization.

The Calgary lease market has softened considerably as a result of the world wide economic recession. Many of the current leases are at rates higher than current market rates. Therefore, as leases expire in the next 12 to 36 months, it is expected that revenues will decrease as a result of exposure to lower market rental rates. Millrise Plaza has a 25% vacancy and is becoming more difficult to lease due to weaker tenant demand. Although Deer Valley is fully occupied, it has higher exposure to lower market rental rates.

Safeguard Real Estate Investment Fund Limited Partnership II

Safeguard II LP was established by a limited partnership agreement dated March 28, 2006 among Concrete Associates Investment Corporation, David Jones and each person from time to time accepted as a limited partner, and for which a certificate was filed in accordance with the Partnership Act on March 28, 2006. Safeguard II LP is governed by the laws of the Province of Alberta and is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading on any stock exchange or market. As at the date hereof, there were 244 Safeguard II LP Units issued and outstanding.

Concrete Associates Investment Corporation was incorporated pursuant to the ABCA on March 27, 2006 to manage the business of Safeguard II LP.

Safeguard II LP owns the Property commonly known as the "SNC Lavalin Building", which was acquired on August 3, 2006 for the sum of $22,000,000.

Legal Description:	Plan A1, Block 26, Lot 16
Municipal Address:	909 – 5th Avenue SW, Calgary, Alberta
Zoning:	Downtown Business District
Location:	The Property is located at the southwest corner of the intersection of 8th Street and 5th

	Avenue SW in the west end district of Calgary's downtown office sector. The general area has a variety of mixed land uses ranging from retail, office, parking garages and multi-family residential The Property is at the gateway to the district of Kensington, popular for its restaurants, pubs, boutiques and in-fill residences.
Site Description:	The site is approximately 20,700 sq. ft. with 23 surface parking stalls with an additional 27 stalls available at an adjacent parking lot which is not part of the Property.
Access:	The site offers quick access and egress to and from the downtown via access to 10th Street and also Memorial Drive being the two nearest north-south and east-west traffic arteries respectively.
Building Description:	The building is a ten storey 108,000 sq. ft. commercial office tower constructed in 1979 with one level of underground parking which provides 48 parking stalls. The foundation is concrete. The vertical load carrying system for all floors and the roof are composed of metal decks that support and transfer loads to the roof joists which then transfer the supported loads to beams which in turn transfer their supported loads to a combination of columns and the building's core structure. The floors are the same as the roof structures except that the floors have a composite concrete and metal deck where the roof is a plain metal deck. This unique structure allows the floors to support their own weight as well as the loads associated with the use and occupancy of the building. The exterior walls of the building are a glazing curtain wall system with triple paned windows and bricks. There are no post tension cables in the building or the underground parking lot. The HVAC system was upgraded in 2004 and the electrical service to the building is underground to a 3000A, 120/280V, 3 phase, 4 wire switch.
Tenants:	The building is 79% occupied (75,200 sq. ft.), with SNC Partec Inc. leasing all occupied space except for 265 sq. ft. on the ground floor leased by Café 909.
Total Annual Base Rental Revenue:	$1,359,855
Mortgage:	The first mortgage has matured. A new mortgage is currently being negotiated for approximately $8,800,000.

Safeguard II LP is negotiating a renewal or a new Mortgage. Vacancies are being marketed and is expected to be more difficult to fill in the current economic environment. Cash flows are expected to be impacted in 2012, when the SNC Partec Inc. lease expires. There is no indication at this time whether the SNC lease will be renewed in whole or in part, which will likely be dependent on the economic conditions at the time.

Safeguard Real Estate Investment Fund III Limited Partnership

Safeguard III LP was established by a limited partnership agreement dated August 24, 2006 among Concrete Associates II Investment Corporation, Dave Humeniuk and each person from time to time accepted as a limited partner, and for which a certificate was filed in accordance with the Partnership Act on August 24, 2006. The limited partnership agreement was amended and restated effective July 22, 2008. Safeguard III LP is governed by the laws of the Province of Alberta and is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading on any stock exchange or market. As at the date hereof, there were 272 Safeguard III LP Units issued and outstanding.

Concrete Associates II Investment Corporation was incorporated pursuant to the ABCA on November 1, 2006 to manage the business and affairs of Safeguard III LP.

Safeguard III LP owns the Property commonly known as "Castleridge Plaza", which was acquired on March 5, 2007 for the sum of $24,200,000.

Legal Description:	Plan 9510021, Block 1, Lot 2
Municipal Address:	55 Castleridge Drive NE, Calgary, Alberta
Zoning:	C – C2 (Commercial – Community 2)
Location:	The Property is situated on the southwest corner at the intersection of Castleridge Boulevard NE and Falconridge Boulevard NE with McKnight Boulevard NE traversing the southern boundary of the Property. The property is surrounded by the growing residential communities of Castleridge, Falconridge, Coral Springs, Taradale, Martindale and Saddleridge. The surrounding areas are expected to see continued residential growth due to availability of developable land. The Property also borders Westwinds Industrial Park to the west, including over 1.5 million sq. ft. of industrial and office buildings. Also located in proximity northwest to the Property is Calgary's newest industrial subdivision, the Saddleridge Industrial Park.
Site Description:	The Property includes a trapezoid shaped principle site with a pad site located to the east of the property owned and occupied by Canada Safeway. The gross site area is approximately 8.26 acres and is generally level and at grade with surrounding roadways.
Access:	The Property is readily accessible via a number of major traffic arteries, including: Castleridge Boulevard to the north, Falconridge Boulevard to the east and McKnight Boulevard to the south. The eastern boundary of the Property is comprised of the Westwinds Industrial Park. The Property is provided with right-in, right-out curb-cut access directly along Falconridge Boulevard for northbound vehicles and has two all-turns, corner-cut access points along Castleridge Boulevard. Public transportation routes serve the neighbourhoods surrounding the Property and road access to major arteries is both convenient and direct.
Building Description:	The shopping centre includes a conventional L-shaped CRU building situated at the southwest corner of the site, anchored at the northwest corner by the adjacent Canada Safeway location which shares a zero lot line with the Property, four pad buildings including three restaurant pads and a gas bar located along the east side of the site. The gas bar operates four 25,000 litre fibreglass underground storage tanks installed in 1992. The foundations are poured in-place steel reinforced concrete spread footings and the floors are poured in-place, conventionally reinforced concrete slabs laid slab on grade. The principal CRU building is constructed with a steel frame using steel beams, columns and open web joists and a steel roof deck.. The external rear wall is made of structural concrete masonry block. Fire rated concrete block walls divide the main CRU building in several locations. The pad buildings are constructed using wood frame construction with plywood roof decks.
Tenants:	The shopping centre is 81.4% leased with 74,205 sq. ft. of leaseable space. The major tenants include: Radiology Lab, Woody's Taphouse, Pharmx Rexall Drugs Inc., Super Deal Flooring Ltd., Castleridge Dollar Store and Pharmx Rexall Drugs Inc.
Total Annual Base Rental Revenue:	$1,367,906
Mortgage:	The first mortgage on the Property is in the principal sum of $10,600,000, with interest at 5.206% per annum and matures on January 1, 2012. The annual payment is $754,789 based on a 25 year amortization.

With the softening of the Calgary real estate market, it is expected that it will become more difficult to lease the 13,810 sq. ft. of vacant space in the shopping centre and to maintain rental revenue at the present level. As a nearby retail centre is achieving rental rates below virtually all of the rates in Castleridge Plaza, it is expected that as leases expire they may be renegotiated at lower rates.

Safeguard Real Estate Investment Fund IV Limited Partnership

Safeguard IV LP was established by a limited partnership agreement dated April 13, 2007 among Concrete Associates III Investment Corporation, Dave Humeniuk and each person from time to time accepted as a limited partner, and for which a certificate was filed in accordance with the Partnership Act on April 13, 2007. Safeguard IV LP is governed by the laws of the Province of Alberta and is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading on any stock exchange or market. As at the date hereof, there were 500 Safeguard IV LP Units issued and outstanding.

Concrete Associates III Investment Corporation was incorporated pursuant to the ABCA on April 13, 2007 to manage the business and affairs of Safeguard IV LP.

Safeguard IV LP owns the Property commonly known as "Concrete Equities Place", which was acquired on April 9, 2008 for the sum of $43,000,000.

Legal Description:	Condominium Plan 0811241, Units 1 to 3, 43 and Parking Units 60, 73, 92 to 100, 103, 104, 105, 111 – 128
Municipal Address:	396 – 11th Avenue SW, Calgary, Alberta
Zoning:	Direct Control District
Location:	The Property is situated at the corner of 11th Avenue SW and 4th Street SW
Site Description:	The Property is within a 1/2 block of the downtown plus-15 indoor walkway system and virtually steps away from Gulf Canada Square, Eaton Centre and the new Court House.
Access:	Eleventh Avenue is the major one way west flowing artery in the southwest portion of Calgary's beltline district. Fourth Street is the major north-south artery which flows through downtown Calgary.
Building Description:	The building is a Class "A" 140,210 sq. ft. condominium office building. Designed by Graham Edmunds Cartier, the 14 storey glass curtain wall tower offers an average floor plate of 11,426 sq. ft. with a parkade that has a parking ratio of 1 per 2,300 sq. ft.
Tenants:	The total rentable area of the units owned by Safeguard IV LP is anticipated to be 70,337 sq. ft., which provides a 50.33% ownership interest and control over the condominium association. The units are 94% leased and the major tenants are: Buffalo Resources Corp., Smith International Canada and Hopewell Development Corporation.
Total Annual Base Rental Revenue:	$2,146,691
Mortgage:	The first mortgage on the Property is in the principal sum of $18,000,000, with interest at 6.25% per annum and matures on April 1, 2013. The annual payment is $1,318,751 based on a 30 year amortization.

It is expected that any vacancies or lease renewals will be at lower rental rates than the historical $32 - $34 per sq. ft. or will include significant tenant improvement allowances, which will affect rental revenue. There are also some anticipated capital costs related to common area finishes, including work on the main floor lobby and elevator lobbies throughout the project that could also affect investor return.

Safeguard Real Estate Investment Fund V Limited Partnership

Safeguard V LP was established by a limited partnership agreement dated November 23, 2007 among Concrete Associates IV Investment Corporation, Dave Humeniuk and each person from time to time accepted as a limited partner, and for which a certificate was filed in accordance with the Partnership Act on November 29, 2007. Safeguard V LP is governed by the laws of the Province of Alberta and is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading on any stock exchange or market. As at the date hereof, there were 1,669 Safeguard V LP Units issued and outstanding.

Concrete Associates IV Investment Corporation was incorporated pursuant to the ABCA on November 23, 2007 to manage the business and affairs of Safeguard V LP.

Safeguard V LP owns the Property commonly known as "M.E.G. Place", which was acquired on May 6, 2008 for the sum of $29,200,000.

Legal Description:	Plan 8711689, Block 70, Lot 43 and Plan A, Block 70, Lots 7 and 8
Municipal Address:	1001 – 1st Street SE, Calgary, Alberta, 121 – 10th Avenue SE, Calgary, Alberta and 115 – 10 Avenue SE, Calgary, Alberta
Zoning:	Direct Control District
Location:	Located in Calgary's Beltline District, directly south of the downtown commercial core, the Property is situated on the southwest corner of 10th Avenue SE and 1st Street SE, one block south of the Calgary Tower. The immediate surrounding area is undergoing a rapid development with numerous new residential, office and retail projects in various stages of development.
Site Description:	The site consists of two adjacent, separately titled lots totalling 0.895 acres (approximately 38,978 sq. ft.). The two sites combined form a rectangle shape with approximately 293 feet of frontage along 10th Avenue SE, a depth along the west property line of approximately 130 feet, approximately 108 feet along 1st Street SE and a south property line of approximately 308 feet. The surface parking lot of 18 stalls is located on the west side and additional parking for six vehicles is available along the south (rear) of the building abutting the lane.
Access:	The Property is centrally located with vehicular access from all parts of Calgary. North and south access is via MacLeod Trail and 1st Street SE and east and west access is via 10th and 11th Avenues SE, respectively. Main pedestrian access to the front entrance of the building is from 10th Avenue SE and 1st Street SE, with vehicular access to surface and underground parking from 10th Avenue SE and the lane to the south of the building.
Building Description:	Two office buildings, a three storey building and a one storey building totalling 62,782 sq. ft. and 38 stall underground parking. The foundations of both buildings are poured in place, reinforced concrete with concrete blocks and precast concrete construction.
Tenants:	The three storey building is fully leased to WorleyParson MEG Ltd and WorleyParson Canada Ltd. and the one storey building is leased to Carbon Copy Reproductions.
Total Annual Base Rental Revenue:	$1,256,948
Mortgage:	The first mortgage on the Property is in the principal sum of $12,500,000, with interest at 5.303% per annum and matures on September 1, 2013. The annual payment is $898,460 based on a 25 year amortization.

Both the WorleyParson MEG Ltd. lease for 14,782 sq. ft. and the Carbon Copy Reproductions lease expire in 2010. At the time of purchase, the intent was to develop a building on the site of the single storey office/warehouse building and adjacent parking lot. However, present market conditions indicate a low probability of development in the near to medium term.

Safeguard Real Estate Investment Fund VI Limited Partnership

Safeguard VI LP was established by a limited partnership agreement dated April 16, 2008 for which a certificate was filed in accordance with the Partnership Act on April 24, 2008. The limited partnership agreement was amended and restated effective September 12, 2008. Safeguard VI LP is governed by the laws of the Province of Alberta and is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading on any stock exchange or market. Concrete Associates V Investment Corporation was incorporated pursuant to the ABCA on April

16, 2008 to manage the business and affairs of Safeguard VI LP. As at the date hereof, there were 223 Safeguard VI LP Units issued and outstanding.

Safeguard VI LP agreed to purchase two Properties commonly known as "Airways Business Park" and "Glenmore Commerce Court. These Properties are being syndicated for the sum of $31,000,000. Closing is scheduled for March 31, 2009.

Safeguard VI LP anticipates that it will be short funds to close on the acquisition of these Properties. Airways Business Plaza Limited Partnership (the Strategic LP formed to acquire the Airways Business Park Property) and/or Glenmore Commerce Court Limited Partnership (the Strategic LP formed to acquire the Glenmore Commerce Court Property) has agreed to loan 1456775 Alberta Ltd. such funds as may be required to complete the acquisition of these Properties. 1456775 Alberta Ltd. will in turn use such funds to subscribe for additional Safeguard VI LP Units at a price of $10,000 per unit (the original issue price). At closing, it is anticipated that an aggregate of 1,855 Safeguard VI LP Units will be issued and outstanding, of which 1,632 Safeguard VI LP Units will be owned by 1456775 Alberta Ltd. 1456775 Alberta Ltd. has agreed to pledge all of its Safeguard VI LP Units to Airways Business Plaza Limited Partnership and/or Glenmore Commerce Court Limited Partnership, to secure repayment of the loan. **1456775 Alberta Ltd. intends to vote its Safeguard VI LP Units in favour of the Sale Resolution, the Amendment Resolution and the Dissolution Resolution.** See "Information Concerning Concrete LP - Directors, Officers and Shareholders of Concrete GP".

Airways Business Park

Legal Description:	Plan 7810077, Block 15, Lot 1 and Plan 8610719, Block 15, Lot 7
Municipal Address:	1935 – 32nd Avenue NE, Calgary, Alberta
Zoning:	I-2 Industrial District
Location:	The Property is located on the southwest corner of the intersection of 32nd Avenue NE and 19th Street NE, in the South Airways Industrial Park, a commercial and industrial district with a mix of retail, industrial and suburban office developments and approximately 5 km northeast of the Calgary downtown core.
Site Description:	The site is an irregular shape with a total area of 3.235 acres (140,917 sq. ft.). There is approximately 296 feet of frontage onto 32nd Avenue NE and 349 feet of frontage onto 19th Street NE. Exterior surface parking (180 stalls) is available on the southeast and north sides of the building.
Access:	The Property is well situated with Deerfoot Trail to the west, 16th Avenue to the south and Barlow Trail to the east. Deerfoot Trail is the major north/south transportation artery in Calgary and connects to Highway 2, which leads north to Edmonton and south to the US. 16th Avenue runs east to west and provides a direct connection to the Trans-Canada Highway.
Building Description:	The building is a two storey multi-tenant Class B office building constructed in 1979 with net rentable area of 63,944 sq. ft. The building is concrete slab on grade foundation with a structural slab on the south portion of the building (which provides for partially covered parking) over the single level parkade that provides an additional 37 parking stalls. The exterior of the building is a combination of concrete and wood cladding and there is a centre exterior atrium.
Tenants:	The building is 83% leased, with BDC, Calgary Progressive, Calgary Independent, and Anchor Accounting as the largest tenants.
Total Annual Base Rental Revenue:	$783,398
Mortgage:	The first mortgage on the Property is in the principal sum of $4,750,000, with interest at 4.73% per annum and matures on November 1, 2010. The annual payment is $322,809 based on a 25 year amortization.

Glenmore Commerce Court

Legal Description:	Plan 0110420, Block 2
Municipal Address:	2882 Glenmore Trail SE, Calgary, Alberta
Zoning:	C-Cor3 – Commercial Corridor 3 District
Location:	The Property is located in the community of Ogden in southeast Calgary. The area to the west is primarily residential, including the communities of Ogden and Riverbend and to the east is Calgary's most significant industrial area consisting of over 32 million sq. ft. of industrial space.
Site Description:	The site is an irregular shape with total area of 2.08 acres (90,604 sq. ft.) situated on the north side of Glenmore Trail S.E. at the intersection with Ogden Road. Approximately 391 feet fronts onto Glenmore Trail and the building occupies approximately 33% of the site. The surface parking lot on the west side of the building contains 85 stalls, accessible from both Glenmore Trail and Ogden Road.
Access:	The main transportation thoroughfares are Glenmore Trail running east-west and Barlow Trail which runs north-south. Glenmore Trail is the main connection corridor from Deerfoot Trail to the Foothills industrial region.
Building Description:	The building is a two storey 59,398 sq. ft. office building with one level of underground parking with 91 stalls. The building has cast in place concrete foundation walls with a slab on grade floor slab and a steel frame superstructure. The exterior is clad in wood on the north and east walls and stucco on the south and west walls.
Tenants:	The building is 92% leased, with Travellers Financial, Bordeaux Properties, KLS Contracting Ltd. and Stream Data among the larger tenants.
Total Annual Base Rental Revenue:	$788,279
Mortgage:	The first mortgage on the Property is in the principal sum of $6,250,000, with interest at 5.621% per annum and matures on December 1, 2017. The annual payment is $463,090 based on a 25 year amortization.

Airways Business Park has 10,815 sq. ft. (16.9%) of vacant space and Glenmore Commerce Court has 4,709 sq. ft. (8.1%) of vacant space. It is anticipated that leasing this space will become increasingly difficult as demand weakens due to the economic recession. The northeast office market as a whole typically lags other suburban markets in terms of demand and vacancy. Further, if the same rental rates are not attained on renewals, revenues will be negatively impacted.

Safeguard Real Estate Investment Fund VII Limited Partnership

Safeguard VII LP was established by a limited partnership agreement dated April 16, 2008 among Concrete Associates VI Investment Corporation, Dave Humeniuk and each person from time to time accepted as a limited partner, and for which a certificate was filed in accordance with the Partnership Act on April 24, 2008. The Partnership Agreement was amended and restated effective March 12, 2009. Safeguard VII LP is governed by the laws of the Province of Alberta and is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading on any stock exchange or market.

Concrete Associates VI Investment Corporation was incorporated pursuant to the ABCA on April 16, 2008 to manage the business and affairs of Safeguard VII LP.

Safeguard VII LP owns the Property commonly known as the "Symcor-Otis Buildings", which was acquired on August 11, 2008 for the sum of $25,000,000. Safeguard VII LP was required to borrow funds to close the acquisition of the Property. This amount is secured by a second mortgage against the Property which will not be assumed by either Concrete LP or by Symcor-Otis Limited Partnership (the Strategic LP formed to acquire the Symcor-Otis Building).

Symcor-Otis Limited Partnership has agreed to loan 1456775 Alberta Ltd. sufficient funds to pay-out this mortgage. 1456775 Alberta Ltd. will use such funds to subscribe for Safeguard VII LP Units at a price of $25,000 per unit (the original issue price) and to pledge all of the Safeguard VII LP Units owed by it to Symcor-Otis Limited Partnership to secure repayment of the loan. Following the issuance of the Safeguard VII LP Units to 1456775 Alberta Ltd., there will be 620 Safeguard VII LP Units issued and outstanding of which 402 Safeguard VII LP Units will be owned by 1456775 Alberta Ltd.. **1456775 Alberta Ltd. intends to vote its Safeguard VII LP Units in favour of the Sale Resolution, the Amendment Resolution and the Dissolution Resolution.** See "Information Concerning Concrete LP - Directors, Officers and Shareholders of Concrete GP".

Legal Description:	Plan 1423IK, Block 46 and Plan 8910631, Blocks 46 and 47
Municipal Address:	1216 – 10th Avenue S.W., Calgary, Alberta, 1240 – 10th Avenue S.W., Calgary, Alberta and 1248 – 10th Avenue SW, Calgary, Alberta
Zoning:	Direct Control District
Location:	The Property is located in Calgary's Beltline District, on the northwest corner at the intersection of 10th Avenue and 11th Street SW, one block south of 9th Avenue SW, Calgary's main one-way eastbound thoroughfare into the downtown core for the western residential communities. 9th Avenue is the continuation of Bow Trail SW into the downtown core, 10th Avenue SW is one of the principal 2-way access roads serving the Beltline area and 11th Street SW is a major north-south connector road joining the Beltline area to the downtown core.
Site Description:	The site is rectangular with a total area of approximately 87,341 sq. ft. There are 3 parking areas: to the east of the Symcor Building are 17 heavily supervised parking stalls, to the west of the Otis Building are an additional 93 stalls (including the parking lot).
Access:	Ingress and egress to and from the property is provided by all turns, curb-cut access points, with one located at each of the west parking lot site, the parking and ware site to the west of the Otis Building and at the Symcor Building parking lot along its frontage with 10th Avenue SW. An additional all turns access point is available at the northeast corner of the Symcor Building site along 11th Avenue SW.
Building Description:	The Symcor Building is conventionally constructed, poured in place steel-reinforced concrete building with a second loading dock area and parking along its frontage on 11th Street. The building was originally constructed in 1976 and an addition was added along its west side in 1986. The building envelope is regularly interspaced with insulated, double glazing with tinted film on the inside surfaces and set in anodized frames. Certain of the main entrance glazing and storefront were installed in 1997. The roof is composed of an ethylene propylene monomer inverted roof system and a conventional 4-ply built up roof located below the rooftop condenser was replaced in 2005. The roof areas utilize a built up roofing system comprised of layers of roofing felt, insulation and loose-laid gravel ballast. The building is provided with heat by two natural gas, natural draught boilers. Primary cooling for the building is provided by two carriers, R-22 refrigerant chillers having a combined output of 130 tonnes. Both the chillers are scheduled to be replaced within the next five years. The Otis Building includes an office component and a prefabricated metal warehouse area with loading and parking located to the west. The floor slabs are poured in-place conventionally reinforced slab, laid slab on grade. The building is wood framed and clad in concrete stucco at all elevations. The warehouse envelope is comprised of pre-finished textured metal panels. The office roof is composed of a 2-ply modified bitumen membrane roof which was installed in 2002. The warehouse features a low slope, standing seam metal roof which was resealed in 2005.
Tenants:	The Symcor Building is fully leased to Symco Services until 2012. The Otis Building is presently vacant.

Total Annual Base Rental Revenue:	$1,039,584
Mortgage:	The first mortgage on the Property is in the principal sum of $9,500,000, with interest at 9.25% per annum and matures on September 1, 2009. The annual interest only payment is $878,750. The second mortgage is in the principal sum of $8,213,000, with interest at 40% per annum (effective March 1, 2009) and matures on August 1, 2009. The annual minimum payment is $266,500.
Other Liabilities/Obligations:	The Property is located in an area historically utilized for a wide variety of uses, including chemical, petrochemical, smelting and industrial companies, railway operations, a dry-cleaning operation and fertilizer storage. CP Rail currently operates approximately 10m north of the site. Golder Associates Ltd. completed a Phase II Environmental Site Assessment on the Property in June 2006 in which five boreholes were drilled and completed as groundwater monitoring wells. Based on lab analysis of the soil samples, tetrachloroethylene, a volatile organic compound, was reported in concentration in excess of the applicable site criteria. In addition, dissolved manganese concentrations in groundwater exceeded the applicable regulatory criteria. The principal impact appears to have been from a dry-cleaning solvent, which was detected in all five bore holes. In October of 2006, Troy Environmental Consulting ("**TEC**") continued the investigation. Based on site-testing, TEC discovered elevated levels of perc (PCE), a dry-cleaning chemical, in water samples collected from six locations. The PCE was pooled in two main areas – the parking lot of 1238 10th Avenue SW and the parking lot of the Symcor Building. TEC completed a Recovery Well Program and Groundwater Treatability Assessment in March of 2007 in which 8 recovery wells were drilled on site. The highest concentration of PCE was found at 1238 10th Ave SW where a drycleaner formerly operated. The study revealed effective treatment of PCE contaminated groundwater using sodium hydroxide/fatty acid reagent before discharge. Later that year, TEC implemented a Groundwater Monitoring Program and estimated remediation costs. Over 131,000 litres of affected water was removed and treated as an initial step to remediate and understand the contamination issues. TEC's recommendation included removal of over 2.3 million litres of affected groundwater, 10 years of well monitoring and remediation of contaminated soil or alternatively, removal of only 60% of the total affected groundwater, injections of Hydrogen Release Compounds (HRC), 6 years of well monitoring and risk management measures for the contaminated soil which would not be removed until the site is redeveloped. TEC reported in April 2008 that during the 2007 Groundwater Remediation Program, 14 of 28 on-site wells experienced increases in contaminant concentrations, although ten of these 14 wells were not pumped during the program. The increases in the four wells that were pumped during the program are more likely due to movement of contaminants towards the wellbores, which is a desired outcome of the process. Improvement of groundwater condition within the plumes was reported. In July 2008, TEC was engaged to continue site remediation. The scope of work includes using the two existing 5,550 litre holding tanks, conducting seasonal and weekend only groundwater recovery (to accommodate tenancy) until compliance is reached, conducting bi-annual water level monitoring and annual groundwater sampling. New data will be evaluated to determine when localized soil /groundwater remediation program (HRC injection) is ready to be implemented.

The Otis Building is currently vacant and is being marketed for lease. It is expected that the current state of the overall economy and weak market fundamentals will result in redevelopment of the Otis Building and adjacent parking lot being postponed for the foreseeable future.

Distributions by Limited Partnerships

The General Partner of each Limited Partnership has not received any payment or compensation other than as provided in the Partnership Agreement. The Partnership Agreement for each Limited Partnership provides that all allocations of income, loss and distributions will be made firstly to the Limited Partners an amount equal to 7.999% on a non-cumulative basis, of the contributed capital outstanding from time to time of each Limited Partner and the balance as to 20% to the General Partner and 80% to the Limited Partners. As the financial and other records of the Limited Partnerships are currently being reviewed and such review may result in a revision to allocations and distributions made by a Limited Partnership in prior years, it is not possible at this time to provide historical disclosure of allocations and distributions made to the partners, including the General Partners. The General Partners have agreed to waive payment of any allocations, distributions or other amounts to which it may become entitled in respect of Selling Limited Partnerships.

INFORMATION CONCERNING CONCRETE LP

Concrete LP is a limited partnership established by the Concrete LP Partnership Agreement dated March 11, 2009 pursuant to the Partnership Act and is governed by the laws of the Province of Alberta. Concrete LP is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading on any stock exchange or market.

Concrete GP was incorporated pursuant to the ABCA on March 11, 2009 to manage the business and affairs of Concrete LP. Certain administrative functions to be performed by Concrete GP have been contracted out to Strategic Fund Management Corp. See “Administration Agreement”.

See “Description of Securities” for a summary of certain provisions in the Concrete LP Partnership Agreement.

Business of Concrete LP

Concrete LP was established to implement the consolidation and reorganization of certain Concrete Equities projects with a view to preserving the investments made by Unitholders of the Selling Limited Partnerships. See “Business of the Meeting – Background to the Proposed Reorganization”. Concrete LP will acquire the Properties from the Selling Limited Partnerships as well as the Group 3 Property from Concrete Place Properties Ltd. and has agreed to sell all of these Properties to Strategic LPs. See “Proposed Transaction”. The Group 3 Property is comprised of condominium units #32 to 36, 57, 69, 70, 74, 75, 108 and 109 in Concrete Equities Place, which were purchased by Concrete Place Properties Ltd. on May 13, 2008 for $8,300,000. There is a first mortgage on the Group 3 Property in the principal sum of $6,225,000 that matures May 1, 2009 with interest at 12.50% per annum. The annual interest only payments are $778,125. There is also a collateral mortgage registered against the Group 3 Property in the principal sum of $1,000,000, with interest at 40% per annum after demand for payment. See “Information Concerning the Limited Partnerships - Safeguard Real Estate Investment Fund IV Limited Partnership” for a description of Concrete Equities Place.

Directors, Officers and Shareholders of Concrete GP

The following table sets forth the names, municipality of residence of each director and executive officer of Concrete GP, their positions and offices with Concrete GP, their principal occupations during the preceding five years and the number and class of shares of Concrete GP owned, as well as the number of Concrete LP Units owned assuming all of the Properties are acquired by Concrete LP.

Name and Municipality of Residence	Position and Principal Occupation in Preceding 5 Years	No. of Concrete GP Shares Owned and % of Total	Holdings of Units in Limited Partnerships and Concrete LP(1)
Dave Jones Calgary, Alberta	Chief Executive Officer of Concrete GP. President and Chief Executive Officer of Wealthstreet Inc. (investment company) since 1992.	40 Class “A” Common (40%)	(3), (4)

Varun Aurora Calgary, Alberta	President of Concrete GP. Chief Operating Officer and Director of Concrete Equities Inc. since November 23, 2005; Managing Partner of Intelligent Financial Group Ltd. (investment company) from 2002 to 2006.	40 Class "A" Common (40%)	1 Concrete LP Unit(2) (3), (4)
Vincenzo De Palma Calgary, Alberta	Executive Vice-President and Secretary of Concrete GP. Executive Vice-President of Concrete Equities Inc. since May 2006; independent business consultant from 2005 to May 2006; Vice-President of Winton Global Ltd. (timber sales company) from 2002 to 2005.	20 Class "A" Common (20%)	(3), (4)

NOTES:

(1) It is not possible to determine the number of Concrete LP Units that any Unitholder will own at this time as such number is dependent on a number of factors which are unknown at this time, including: which of the Limited Partnerships will be Selling Limited Partnerships, the purchase price to be paid by Concrete LP for the Properties, the number of Concrete LP Units issued to a Selling Limited Partnership and the number of Selling Limited Partnership Unitholders.

(2) The initial unit issued to form Concrete LP, which will be redeemed following the issuance of Concrete LP Units to acquire the Properties.

(3) An aggregate of 1,632 Safeguard VI LP Units are or will be held by 1456775 Alberta Ltd., of which the shareholders are indirectly owned by Messrs. Aurora, Jones and De Palma.

(4) An aggregate of 402 Safeguard VII LP Units are or will be held by 1456775 Alberta Ltd., of which the shareholders are indirectly owned by Messrs. Aurora, Jones and De Palma.

See "Interest of Management and Others in Matters to be Acted Upon".

No director or executive officer of Concrete GP is, as at the date hereof, or was within the previous 10 years, a director, chief executive officer or chief financial officer of any company that: (a)was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for more than 30 consecutive days (collectively, an "**order**") that was issued while the Director or Executive Officer was acting in the capacity as director, chief executive officer or chief financial officer, or (b) was subject to an order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

No director or executive officer of Concrete GP or a shareholder holding a sufficient number of securities of Concrete GP to affect materially control of Concrete GP: (a) as at the date hereof or within the previous 10 years, either personally, or was a director or executive officer of any company that, while acting in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold his or its assets; or (b) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

No director or executive officer of Concrete GP or a shareholder holding a sufficient number of securities of Concrete GP to affect materially control of Concrete GP has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Varun Aurora and Vincenzo De Palma were officers and directors of Concrete Equities Executive Club Inc. ("**CEEC**") which entered into a Settlement Agreement and Undertaking with the Alberta Securities Commission ("**ASC**") on December 22, 2008 relating to an illegal distribution of securities by failing to comply with the registration and prospectus requirements under the *Securities Act* (Alberta). CEEC undertook to make a general offer of rescission and refund to all CEEC investors, rescind the subscriptions of 13 unqualified Alberta investors and refund their investments;

pay the ASC $80,000 in settlement and $20,000 towards investigation costs; and provide the ASC with an affidavit confirming the offer of rescission and that the subscriptions of the 13 unqualified investors had been rescinded and their funds returned. CEEC used funds it raised from investors to purchase Units of Safeguard VII LP.

Executive Compensation

No director or executive officer of Concrete GP has received any compensation from Concrete LP and is not expected to receive any compensation from Concrete GP or Concrete LP. The administrative functions of Concrete GP will be provided by Strategic Fund Management Corp. See "Proposed Transaction – Administration Agreement". Each Strategic LP has agreed to pay Concrete GP an amount equal to 20% of the Redemption Price paid in respect of the redemption of such Strategic LP's Class B Units.

Material Agreements

The following are the material agreements to which Concrete LP is a party or to which it has agreed to be bound, the terms of such agreements are set forth as indicated elsewhere in this Information Circular.

1. Memorandum of Agreement dated February 11, 2009 with Safeguard LP, Safeguard II LP, Safeguard III LP, Safeguard IV LP, Safeguard V LP and others. See "Proposed Transaction - Purchase of Real Property by Concrete LP".

2. Memorandum of Agreement dated February 11, 2009 with Safeguard VI LP, Safeguard VII LP and others. See "Proposed Transaction - Purchase of Real Property by Concrete LP".

3. Memorandum of Agreement dated February 17, 2009 with Concrete Place Properties Ltd. and others. See "Proposed Transaction - Purchase of Real Property by Concrete LP".

4. Purchase and Sale Agreements (7) between each Limited Partnership and Concrete LP. See "Proposed Transaction - Purchase of Real Property by Concrete LP".

5. Purchase and Sale Agreements (9) between Concrete LP and a Strategic LP. See "Proposed Transaction - Sale of Real Property by Concrete LP to Strategic LP".

6. Purchase and Sale Agreement between Concrete Place Properties Ltd. and Concrete LP. See "Proposed Transaction - Purchase of Real Property by Concrete LP" and "Information Concerning Concrete LP".

7. Administration Agreement between Concrete LP with Strategic Fund Management Corp. See "Proposed Transaction – Administration Agreement".

INFORMATION CONCERNING STRATEGIC LIMITED PARTNERSHIPS

Each Strategic LP was recently formed pursuant to the Partnership Act solely for the purpose of acquiring one of the Properties. All are governed by the laws of the Province of Alberta and none are a reporting issuer or equivalent in any jurisdiction nor are their securities listed or posted for trading on any stock exchange or market.

Each General Partner of a Strategic LP was incorporated pursuant to the ABCA solely for the purpose of managing the business and affairs of such Strategic LP.

The Strategic LPs have not carried on any business and the only asset of each Strategic LP will be the Property that it acquires from Concrete LP. Each of the Properties will be acquired at the Adjusted Purchase Price, which is the same purchase price paid by Concrete LP to the Selling Limited Partnerships, and will be satisfied in full by the issuance to Concrete LP of the Strategic LP Debentures and Class B Units. **Limited Partners who hold Concrete LP Units upon dissolution of their Limited Partnerships will have no direct entitlement to the securities issued by Strategic LP to Concrete LP. Further, the securities issued by a Strategic LP to Concrete LP will be contractual obligations that are not secured against the Property acquired by such Strategic LP or any assets of such Strategic LP.** See "Risk Factors".

Description of Strategic LP Securities

Each Strategic LP is authorized to issue an unlimited number of Class A Units and Class B Units. The limited partnership agreements of the Strategic LPs contains restrictions on transfer. No Class A Units or Class B Units may be transferred except with the written consent of the General Partner of such Strategic LP. It is the intention that each Strategic LP will be a "private issuer" for the purposes of applicable securities laws.

The attributes of the Class A Units and Class B Units as well as the Debentures to be issued to Concrete LP are summarized below. All terms used in the summary below are as defined in the Strategic LP partnership agreement.

Class A Units

Holders of Class A Units are entitled to receive notice of meetings of holders of the Strategic LP units and to one vote on each Ordinary Resolution or Special Resolution for each Class A Unit held. They are entitled to allocations of Net Income, Net Loss, Taxable Income and Tax Loss and to share in advances or distributions of cash as specified in the limited partnership agreement (set forth below) and to receive distributions of cash *pro rata* with other holders of Class A Units. No Class A Unit holder will have any preference, priority or right in any circumstance over any other Class A Unit holder (other than arising from the number of Class A Units held). Subject to the payment of the Redemption Price (set forth below) to the holders of Class B Units and payment of the debts and obligations of the Strategic LP, holders of Class A Units are entitled to share 99.98% of the balance of the proceeds on dissolution of the Strategic LP in accordance with their Proportionate Interests (0.01% to be distributed to the General Partner).

Class B Units

Holders of Class B Units are not entitled to receive notice of meetings of the unitholders of the Strategic LP and are not entitled to vote on each Ordinary Resolution or Special Resolution except as set forth in the Strategic LP limited partnership agreement. They are entitled to allocations of Net Income, Net Loss, Taxable Income and Tax Loss and to share in advances or distributions of cash as specified in the limited partnership agreement and to receive distributions of cash *pro rata* with other holders of Class B Units. No holder of Class B Units will have any preference, priority or right in any circumstance over any other holder of Class B Units (other than arising from the number of Class B Units held).

With the consent of the holders of Class B Units, the Strategic LP shall be entitled to redeem all Class B Units issued on the Third Anniversary Redemption Date and either the Strategic LP or a holder of Class B Units shall be entitled on not less than 10 business days' written notice to redeem all, but not less than all, of the Class B Units issued and outstanding on or after the Fifth Anniversary Redemption Date, for the Redemption Price, which will be determined as follows:

(a) the greater of:

(i) $$\frac{[1/2\,(A-B)] \times C}{D} + E$$

A = Redemption Appraised Value
B = Adjusted Purchase Price
C = total number of Concrete LP Units outstanding on the Redemption Date
D = total number of Concrete LP Units issued (including those repurchased)
E = amount equal to the Contributed Capital of the Class B Units redeemed;

and

(ii) an aggregate of an amount equal to E for all of the Class B Units;

(b) PROVIDED HOWEVER, that where the amount determined using the formula in (a)(i) above is the greater amount, such amount shall be reduced by the negative amount (if any) arising from a calculation in respect of a prior or concurrent redemption of Class B Units of a Strategic LP held by Concrete LP using the formula set forth in (a)(i) that is computed without reference to E of the formula. Such reduction shall only occur once in respect of any negative amount, the intent being that the Strategic LPs shall be entitled to recover any Expenses and capital losses in respect of a Property before being required to pay the Redemption Price in respect of another Property.

If the Strategic LP is required to sell the Property to pay the Redemption Price, the Strategic LP shall use its reasonable commercial efforts to effect a sale within six months from the Redemption Date and shall pay the Redemption Price no later than 30 days following the closing of the sale of the Property.

On dissolution of the Strategic LP, the holders of Class B Units are entitled to payment of their Redemption Price in priority to any distribution of the balance of the proceeds on dissolution to the holders of Class A Units.

Allocations and Income and Losses

Taxable Income and Net Income of the Strategic LP in respect of any fiscal period shall be allocated at the end of such period as follows:

(a) firstly, to the General Partner, as to 0.01%;

(b) secondly, to the holders of Class B Units as at the end of the fiscal period, as to 0.01%; and

(c) the balance shall be allocated to the holders of Class A Units as at the end of such fiscal period in accordance with their Proportionate Interests then represented by the Class A Units held by them.

Net Losses and Tax Losses of the Strategic LP shall be allocated in the same manner as Net Income and Taxable Income.

Notwithstanding the foregoing, if there is a change in the number of Units allocated to one or more limited partners during a fiscal year, the General Partner shall allocate Taxable Income, Net Income, Net Loses and Tax Losses amongst those limited partners taking into account the proportionate period of such fiscal year that they held differing numbers of Units.

Distributions

In its discretion, the General Partner may from time to time cause the Strategic LP to distribute amounts to the limited partners either as a return of capital or otherwise. The General Partner will designate the extent, if any, to which such distribution is a return of capital prior to making any distributions. Distributions which are returns of capital will be made entirely to the limited partners in proportion to the number of Units held by each of them on the record date established by the General Partner for such distribution.

Distributions which are not returns of capital will be made as follows:

(a) firstly, 0.01 % thereof to the General Partner;

(b) secondly, 0.01% thereof to the holders of Class B Units in accordance with their Proportionate Interests then represented by the Class B Units held by them; and

(c) the balance of 99.98% thereof to the holders of Class A Units in accordance with their Proportionate Interests then represented by the Class A Units held by them

The General Partner may cause the Strategic LP to distribute amounts to the limited partners, as returns of capital or otherwise, notwithstanding that the liabilities of the Strategic LP may exceed its assets either before or after such distribution. Limited partners may receive such distributions entirely for their own account. However, if the amount of a distribution exceeds a limited partner’s proportionate share thereof, such limited partner will be liable to account to the other limited partners for such excess amount.

If the number of Units held by limited partners varied between the time of distributions, the General Partner shall make an equitable allocation of distributions similar to that made in respect of Taxable Income, Net Income, Net Losses and Tax Losses.

Debentures

The Strategic LP Debentures are unsecured subordinated obligations of each Strategic LP, maturing 5 years from the date of issuance. Interest will accrue monthly in arrears at the rate of 6% per annum on the principal amount outstanding from time to time, adjusted annually for any distributions of income in respect of the Class B Units such that the total annual return on the Strategic LP Debentures and Class B Units will equal 6%. Until maturity unless there is a principal payment request, the Strategic LP is only obligated to make interest only payments with the first payment to be made on the first day of the month following 90 days from the closing date of the acquisition of the Property from Concrete LP thereafter, on the first day of each month thereafter until the Strategic Debenture is paid in full. The principal amount and any accrued interest may be prepaid at any time and from time to time without bonus or penalty. If required by Concrete LP to meet a repurchase request, Concrete LP if a holder of Strategic LP Debentures shall be entitled to require a Strategic LP to repay principal on not less than 30 days' written notice, of not more than $150,000 on a non-cumulative quarterly basis.

Directors and Officers of Strategic General Partners

Each of the general partners of the Strategic LPs were incorporated pursuant to the ABCA on February 18, 2009 and their directors and officers were appointed at incorporation or shortly thereafter. The following sets out information on the sole officer and director of each Strategic GP, his municipality of residence, positions and principal occupations in the preceding five years.

Name and Municipality of Residence	Position and Principal Occupation
Riaz Mamdani Calgary, Alberta	President and Director of each Strategic LP. Managing Director of the Strategic Group of Companies

No officer or director of a Strategic GP holds any units in the Limited Partnerships or in Concrete LP.

No director or executive officer of a Strategic GP is, as at the date hereof, or was within the previous 10 years, a director, chief executive officer or chief financial officer of any company that: (a) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for more than 30 consecutive days (collectively, an "**order**") that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer, or (b) was subject to an order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

No director or executive officer of a Strategic GP or a shareholder holding a sufficient number of securities of such Strategic GP or Strategic LP to affect materially control of such Strategic GP or Strategic LP: (a) as at the date hereof or within the previous 10 years, either personally, or was a director or executive officer of any company that, while acting in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold his or its assets; or (b) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

No director or executive officer of a Strategic GP or a shareholder holding a sufficient number of securities of a Strategic GP to affect materially control of a Strategic GP has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

The Strategic Group

The Real Estate Division of the Strategic Group has grown to become one of Alberta's largest private owners and developers of commercial real estate with a diverse portfolio of over 60 properties, all situated in Alberta, including office buildings, retail centres, industrial facilities, residential units and development projects. The Real Estate Group is a vertically integrated operation that encompasses all aspects of the real estate business: acquisition, financing, development, redevelopment, leasing, asset management and property management.

Utilizing the economics of scale inherent in a large portfolio, the Strategic Group is able to optimize value while approaching each property or project as a stand alone business. Its entrepreneurial and innovative strategies enables to increase the value of existing real estate through operational improvements, re-tenanting, asset repositioning and redevelopment as required. Through proactive management and informed decision making, Strategic Group is able to create value while protecting its integrity and maintaining long term tenant and industry relationships.

Concrete LP will enter into the Administration Agreement with Strategic Fund Management Corp. See "Material Contracts" and "Proposed Transaction".

The obligations of each Strategic LP in respect of the Strategic LP Debentures and Class B Units issued by it are obligations of that Strategic LP only and are not obligations of any other Strategic LP or the Strategic Group.

DESCRIPTION OF SECURITIES

Concrete LP will issue Concrete LP Units to the Selling Limited Partnerships as consideration for the sale of such Selling Limited Partnership's Property or Properties to Concrete LP. The number of Concrete LP Units to be issued will be determined based on the appraised value of each Property sold by the Selling Limited Partnership and a specified formula with regard to the appraised value of the Property and Debts. See "Proposed Transaction – Purchase of Real Property by Concrete LP". Pursuant to the Memorandums of Agreement, the appraisals will be dated not more than 3 months prior to the closing of the purchase by Concrete LP and the same independent appraisal will be used to calculate the Concrete LP Units to be issued to the Selling Limited Partnership and the securities to be issued by each Strategic LP to Concrete LP. **As it is presently not known which Property or Properties will be sold and as appraisals have not yet been obtained, it is not possible to determine prior to the Meeting the exact number of Concrete LP Units that each Selling Limited Partnership will receive**.

If Unitholders of the Selling Limited Partnerships approve the Amendment Resolution and the Dissolution Resolution, substantially all of the Concrete LP Units owned by each Selling Limited Partnership will be distributed to its limited partners.

The following is a summary of the material attributes and characteristics of the Concrete LP Units, the rights and limitations of limited partners of Concrete LP and certain provisions of the Concrete LP Partnership Agreement, which summary does not purport to be complete. Reference should be made to the Concrete LP Partnership Agreement for the full text of its provisions. All capitalized terms used in this section which have not been defined herein shall have the meaning attributed in the Concrete LP Partnership Agreement.

Admission of Additional Limited Partners

The Concrete LP Partnership Agreement provides for the admission of additional Partners, on subscription terms to be established by the General Partner, effective upon the filing and recording of an amendment to the Certificate of Limited Partnership. The General Partner may, in its discretion, refuse to accept a subscription for Units in whole or in part.

Pursuant to the Partnership Agreement, Limited Partners must: (i) not be a "non-resident" of Canada within the meaning of the Tax Act; (ii) be a "Canadian" or a "Canadian-controlled entity" within the meaning of the *Investment Canada Act* (Canada); (iii) if an individual, be at least 18 years of age, not bankrupt, and not under any other legal disability; (iv) not have financed his acquisition of the Units with a borrowing or other indebtedness for which recourse is or is deemed to be limited for the purposes of section 143.2 of the Tax Act; (v) not transfer his Units in whole or in part in a manner which would not conform with Section 3.6; (vi) not be a "financial institution" as defined in subsection 142.2(1) of the Tax Act; (vii) not be an entity, an interest in which would be a "tax shelter investment" within the meaning of the Tax Act and (viii) if such transfer may cause Concrete LP to be a "SIFT Partnership" for the purpose of the Tax Act. The Partnership Agreement provides that upon a Limited Partner becoming a "non-resident" as defined in the Tax Act, the Units owned by such Limited Partner is deemed to have been redeemed by Concrete LP for an amount equal to 80% of the Contributed Capital in respect of such Units.

A Person who subscribes for or purchases a Unit does not become a Partner in Concrete LP and is not entitled to any of the rights of a partner or to share in any allocations or distributions, until that Person is accepted as a Partner by the General Partner and named in the certificate filed under the Partnership Act with respect to Concrete LP Partnership. The General Partner has agreed to cause the certificate filed under the Partnership Act with respect to Concrete LP to be amended from time to time as required to reflect the admission of additional and substituted Partners to Concrete LP.

Capital Contributions

In order to establish Concrete LP, the Initial Limited Partner was issued one Unit for the sum of $100. Upon one or more other Persons becoming Partners, the Initial Limited Partner will receive $100 from Concrete LP Partnership as a return of his Contributed Capital and the interest of the Initial Limited Partner in Concrete LP Partnership will be cancelled.. Additional Limited Partners will be admitted to Concrete LP by either making a cash or equivalent to cash contribution. No Limited Partner is entitled to withdraw any part of his Capital Contribution or to receive any distribution except as provided in the Partnership Agreement and permitted by law and no Limited Partner is entitled to interest on the amount of his Contributed Capital.

Additional Capital Contributions

If the General Partner determines that Concrete LP cannot meet its liabilities as they fall due, and it is unable or unwilling to borrow the necessary amounts, the Limited Partners by Ordinary Resolution, may approve a plan for equity financing of the Partnership which may require additional capital contributions by Limited Partners. If a Limited Partner defaults in payment of any amount which he is required to contribute, the other Limited Partners may contribute such amount to Concrete LP Partnership by way of a loan to the defaulting Limited Partner. Such loan shall bear interest at the rate of 10% per annum. For so long as the loan and any accrued interest remains unpaid, the defaulting Limited Partner shall not be entitled to any distributions of Distributable Cash, Available Cash from Sale or Available Cash from Financing, but rather such amounts will be credited to payment of the outstanding loan and accrued interest.

Description of Units

Concrete LP is authorized to issue an unlimited number of Units. Except as otherwise expressly provided in the Partnership Agreement, each Unit will confer upon the owner the same rights and obligations as the ownership of any other Unit and no Unit shall have any preference, pre-emptive right, right of conversion, exchange, redemption or other right or priority in any circumstances over any other Unit. Each Limited Partner is entitled to receive notice of all meetings of Limited Partners, to one vote for each Unit held. The Units have rights to, and interest in, allocations of Net Income, Net Losses, Taxable Income and Tax Losses and distributions as set out in the Partnership Agreement.

<u>Determination of Income and Losses</u>

Net Income and Net Losses of the Partnership for each Fiscal Year shall be determined in accordance with the Tax Act by the Accountants and such determination shall be binding on all of the Partners. Concrete LP Partnership will, in computing its Taxable Income and Tax Losses for the purposes of the Tax Act, claim all expenses, deductions and reserves to the maximum extent permitted by the Tax Act, unless determined otherwise by the General Partner.

<u>Allocation of Income and Losses</u>

Section 4.4 of the Partnership Agreement sets out the manner in which income and losses are to be allocated among the Partners. Taxable Income and Net Income in respect of any period shall be allocated at the end of such period as to 0.01% to the General Partner and 99.99% to the Limited Partners.

Net Losses and Tax Losses of the Partnership shall be allocated generally in the same manner as Net Income and Taxable Income all as determined by the Accountants.

Notwithstanding the foregoing, if there is a change in the number of Units allocated to one or more Limited Partners during a Fiscal Year, the General Partner may allocate Taxable Income, Net Income, Net Loses and Tax Losses amongst those Limited Partners taking into account the proportionate period of such Fiscal Year that they held differing numbers of Units.

Distributions of Cash

Section 4.7 of the Partnership Agreement provides that the General Partner shall distribute to the Partners within 30 days of the end of each month of each Fiscal Year, the Distributable Cash, if any, of the Partnership at the end of such month. Distributable Cash shall be distributed for each Fiscal Year as to 0.01% to the General Partner and 99.99% to the Limited Partners.

The General Partner may also make additional distributions to Partners of all excess Distributable Cash. The distributions set forth above will not include any principal repayments in respect of any Financing from time to time or Available Cash from Sale.

The General Partner shall make an equitable allocation of distributions similar to that for Taxable Income, Net Income, Net Loses and Tax Losses described above if the number of Units held by Limited Partners varied during the Fiscal Year.

Transfer of Units

A Unit may only be transferred in accordance with the terms of the Partnership Agreement. The transferee must meet the status requirements set out above under the heading "Admission of Additional Limited Partners" and the Limited Partner and the transferee must complete and deliver the required transfer documentation together with applicable fees and the certificate evidencing the Unit(s) being transferred. The transferee will not become a Partner until his name is entered in the Certificate of Limited Partnership with respect to Concrete LP. No transfer shall relieve the transferor from any obligations to Concrete LP existing prior to the transfer being recorded. No assignment or transfer of a fractional Unit will be made.

Financing Acquisition of Units

Limited Partners may not finance any portion of the price paid to acquire Concrete LP Units with borrowing that would be a "limited-recourse amount" for purposes of the Tax Act. A limited-recourse amount means the unpaid principal amount of any indebtedness for which recourse is limited, either immediately or in the future and either absolutely or contingently and also includes any borrowing which is deemed to be a limited-recourse amount. Limited-recourse indebtedness includes:

(a) indebtedness in respect of which bona fide written arrangements were not made, at the time the indebtedness was incurred, for repayment of all principal and interest within a reasonable period not exceeding 10 years;

(b) indebtedness on which interest is not payable, at least annually, at a rate equal to or greater than the lesser of the rate prescribed under the Tax Act at the time the indebtedness arose and the prescribed rate that is applicable from time to time during the term of the indebtedness; and

(c) indebtedness in respect of which such interest is not paid by the debtor within 60 days of the end of the debtor's tax year.

Redemption of Units

Limited Partners may, on 30 days' written notice to Concrete LP request Concrete LP to repurchase their Concrete LP Units by payment of an amount representing the Contributed Capital (for each Concrete LP Unit, will be the Adjusted

Purchase Price less Debts of all of the Properties acquired by Concrete LP divided by the total number of Concrete LP Units issued) of such Concrete LP Units. Concrete LP may if funds are available, repurchase such number of Concrete LP Units on March 31, June 30, September 30 and December 31 (a "**Repurchase Date**") of each year, repurchase for cancellation such Concrete LP Units, provided that the aggregate Contributed Capital paid by Concrete LP shall not exceed $150,000 on each Repurchase Date. If the number of Concrete LP Units requested to be repurchased exceeds the funds available for repurchase, the Concrete LP Units shall be repurchased on a proportionate basis and the Concrete LP Units that are not repurchased shall be carried over to the next Repurchase Date.

Power of Attorney

Pursuant to the Partnership Agreement, the General Partner is irrevocably appointed power of attorney for each Limited Partner to execute and record or file as required any instrument, deed or document required in carrying on the business of Concrete LP as authorized by the Partnership Agreement, to attend to certain formalities required to record changes in the ownership of Units and amendments to the Partnership Agreement to maintain Concrete LP in good standing, to make elections, determinations or designations under the Tax Act and similar legislation, to give effect to the redemption of Units and in connection with the dissolution and termination of Concrete LP and as may be deemed necessary by the General Partner to carry out fully the Partnership Agreement in accordance with its terms.. The power of attorney does not include the authority to transfer a Partner's interest in Units, to execute a proxy on behalf of any Partner or to vote on behalf of any Partner.

Liability of Partners

The General Partner has unlimited liability for the debts, liabilities and obligations of Concrete LP to the extent of its assets. Subject to the Partnership Act and to any specific assumption of liability, the liability of a Limited Partner for the debts, losses, and all other liabilities and obligations of Concrete LP is limited to the amount of capital contributed or agreed to be contributed to Concrete LP pursuant to the Partnership Agreement together with his Proportionate Interest of the undistributed income of Concrete LP. The Partnership Act provides that in order to preserve his limited liability, a Limited Partner must not take part in the control of the business of Concrete LP. A Limited Partner may be held liable as a general partner if the Limited Partner knew when it signed a certificate under the Partnership Act that it contained a false statement or if it subsequently became aware of a false statement in the certificate and did not amend or cancel the certificate or take steps to amend or cancel the certificate before it was relied upon if the Limited Partner had sufficient time to do so.

The General Partner

The General Partner must exercise the powers and discharge its duties under the Partnership Agreement honestly, in good faith and in the best interests of the Limited Partners and must exercise the degree of care, diligence and skill that a reasonably prudent person providing services of a similar nature would exercise in comparable circumstances. The General Partner may retain professional advisors and qualified agents to assist it in the exercise of its powers and the performance of its duties and is entitled to be reimbursed therefor.

The General Partner has the authority to decide matters pertaining to the business and operations of Concrete LP and the Partnership Agreement confers it with certain powers that can be exercised without further authority of the Limited Partners. However, certain actions may not be taken by the General Partner without the approval of the Partners.

Change of General Partner

The General Partner may not voluntarily withdraw or resign as the General Partner except upon 120 days' prior written notice to the Limited Partners. Notwithstanding such notice, the General Partner is not entitled to withdraw or resign as general partner or voluntarily dissolve or liquidate itself unless prior thereto a substitute general partner is appointed by Ordinary Resolution (defined to mean a resolution approved by more than one-half of the votes cast by Limited Partners who are entitled to vote at a duly constituted meeting called for such purpose or a written resolution signed by Limited Partners holding more than one-half of the total number of votes attached to all Units) and any declarations or other instruments required to be filed pursuant to the Partnership Act evidencing such fact have been filed.

If the General Partner ceases to be qualified to act as the general partner as a result of bankruptcy, dissolution liquidation, winding-up, making an assignment for the benefit of creditors generally, appointing a receiver of its assets and undertaking or failing to exist or be validly existing under the ABCA or being convicted of a criminal offence, then it will be deemed to have been removed as the general partner upon the appointment of a new general partner by Special Resolution.

The General Partner is not entitled to sell, assign or dispose of its interest in Concrete LP except to an Affiliate. The General Partner may assign to another person, subject to ratification and approval of the Limited Partners by Ordinary Resolution (defined to mean a resolution approved by not less than 65% of the votes cast by Limited Partners who are entitled to vote at a duly constituted meeting called for such purpose or a written resolution signed by Limited Partners holding not less than 65% of the total number of votes attached to all Units) at the next meeting of the Partners. Notwithstanding any assignment by the General Partner of its interest in Concrete LP, it shall remain fully liable for all of its obligations in respect of Concrete LP and pursuant to the Partnership Agreement to the effective date of such assignment.

If the General Partner: (a) fails to act with due diligence in enforcing the rights of Concrete LP pursuant to agreements of Concrete LP; or (b) omits, refuses or unduly delays in taking any action which the Limited Partners believe, acting reasonably, is in the best interests of Concrete LP or is required by applicable agreements or applicable law, the Limited Partners may by Extraordinary Resolution (defined to mean a resolution approved by not less than 90% of the votes cast by Limited Partners who are entitled to vote at a duly constituted meeting called for such purpose or a written resolution signed by Limited Partners holding not less than 90% of the total number of votes attached to all Units) appoint an independent third party to take such action or enforce such right in the name the General Partner on behalf of Concrete LP and to the extent of such retainer, such third party shall for all purposes be deemed to have all of the powers of the General Partner.

Amendments to the Partnership Agreement

The Partnership Agreement may be amended on the initiative of the General Partner with the approval of the Limited Partners given by Extraordinary Resolution provided that the Partnership Agreement may not be amended so as to adversely affect the rights of the General Partner without the consent of the General Partner.

The General Partner may, without prior notice or consent of Limited Partners, amend any provisions of the Partnership Agreement from time to time to: (a) add, amend or delete provisions of the Partnership Agreement which in the opinion of counsel to Concrete LP are necessary for the protection or benefit of the Limited Partners; and (b) to cure an ambiguity, correct or supplement any provisions in the Partnership Agreement, to make other provisions in regard to matters or questions arising under the Partnership Agreement, and to make such amendments or deletions to take into account any change, amendment or repeal of applicable legislation, provided that in the opinion of counsel to Concrete LP, such changes do not and will not adversely affect the interests of the Limited Partners.

No amendment of the Partnership Agreement shall be adopted if such amendment would: change Concrete LP to a general partnership; change the liability of the General Partner or any Limited Partner; allow any Limited Partner to take part in the daily management of Concrete LP; or change the right of a Limited Partner to vote at any meeting.

Dissolution of the Partnership

Concrete LP will be dissolved upon:

(a) a Ordinary Resolution approving the dissolution or winding-up of Concrete LP where the General Partner consents to such dissolution; or

(b) the sale by Concrete LP of all of its assets.

Upon dissolution of Concrete LP, the assets of Concrete LP will be liquidated and the proceeds distributed as follows:

(a) to pay any costs involved in the sale of the assets of Concrete LP;

(b) to pay off Financings;

(c) to pay all other liabilities of Concrete LP as required by law (including expenses incurred in the winding up of Concrete LP);

(d) to establish such reserves as the General Partner considers necessary for contingent liabilities; and

(e) to distribute the balance to the General Partner and to the Limited Partners in accordance with Article 4 of the Partnership Agreement.

Upon the Special Resolution of the Limited Partners, Concrete LP may distribute the assets amongst Partners pursuant to section 98(3) of the Tax Act or in any other manner.

A copy of the Concrete LP Partnership Agreement is available for review from the General Partner. Limited partners of the Limited Partnerships are encouraged to review the Concrete LP Partnership Agreement in its entirety with their own advisors.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

Introduction

The following is a summary of the principal Canadian federal income tax consequences arising under the Tax Act to a Unitholder of a particular Selling Limited Partnership resulting from the transactions proposed to be undertaken by the particular Selling Limited Partnership described under the heading "Proposed Transaction" above (hereinafter referred to as the "**Proposed Transactions**") and the subsequent holding of Concrete LP Units by such Unitholder. This summary is applicable to Unitholders who, for the purposes of the Tax Act and at all relevant times: (i) are resident in Canada; (ii) hold their Units and will hold their Concrete LP Units as capital property; (iii) deal at arm's length with and are not affiliated with the Selling Limited Partnership; and (iv) will deal at arm's length with and will not be affiliated with Concrete LP. This summary is not applicable to a Unitholder: (i) that is a "financial institution" as defined in subsection 142.2(1) of the Tax Act; (ii) an interest in which is a "tax shelter investment" as defined in subsection 143.2(1) of the Tax Act; or (iii) that has elected to determine its Canadian tax results using a "functional currency" (which does not include Canadian currency).

This summary also assumes that each of the partners of a particular Selling Limited Partnership is, at all relevant times, resident in Canada for the purposes of the Tax Act and that Units that represent more than 50% of the fair market value of all interests in the Selling Limited Partnership are not held by "financial institutions" as defined in subsection 142.2(1) of the Tax Act.

This summary is based on the provisions of the Tax Act and the regulations thereunder ("**Regulations**") as in force on the date hereof and our understanding of the administrative practices of the Canada Revenue Agency ("**CRA**") published in writing by the CRA prior to the date hereof. It also takes into account all specific proposals to amend the Tax Act and Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (collectively the "**Tax Proposals**"). This summary is not exhaustive of all Canadian federal income tax consequences arising from the Proposed Transactions and, except for the Tax Proposals, does not take into account or anticipate any changes in law or CRA administrative practice whether by judicial, governmental or legislative decision or action, nor does it take into account other federal or any provincial, territorial or foreign tax legislation or considerations. There is no assurance that the Tax Proposals will be enacted in the form proposed, if at all.

For the purposes of the summary that follows, we have assumed that Sale Resolution, Amendment Resolution and Dissolution Resolution in respect of a particular Selling Limited Partnership has been duly approved and with respect to the Amendment Resolution, the Partnership Agreement governing the particular Selling Limited Partnership has been amended accordingly.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Unitholder. Unitholders should consult their own tax advisors for advice based on their particular circumstances.

Tax Consequences of Proposed Transactions

Computation and Allocation of Income or Loss of the Selling Limited Partnership for the 2009 Fiscal Year

A Selling Limited Partnership is not subject to tax under the Tax Act. However, the Selling Limited Partnership is required to calculate its income or loss in accordance with the Tax Act for each fiscal year as if it were a separate person resident in Canada and make such allocations of income or loss to its partners pursuant to the terms of the Partnership Agreement governing the Selling Limited Partnership.

In calculating the income or loss for the fiscal year of a Selling Limited Partnership that ends on December 31, 2009 or such earlier date as a consequence of the dissolution of the Selling Limited Partnership in 2009 (the "**2009 Fiscal Year**"), the Selling Limited Partnership will be required to include any income or loss, including capital gains or capital losses, if any, arising from the disposition of the Property by the Selling Limited Partnership to Concrete LP.

The sale of a Property by a Selling Limited Partnership to Concrete LP in exchange for the issuance by Concrete LP of Concrete LP Units is intended to occur on a tax-deferred basis, to the extent allowed under the Tax Act. In the event that the Debts and any other liabilities in respect of the Property to be assumed by Concrete LP exceed the cost amount of the Property to the Selling Limited Partnership, the Selling Limited Partnership may be required to include in computing its income or loss for the 2009 Fiscal Year an amount equal to all or a portion of such excess as: (i) a recapture of prior deductions taken by the Selling Limited Partnership in respect of its depreciable property, or eligible capital property; and/or (ii) a capital gain to the extent such excess does not result in a recapture of prior deductions. It is not anticipated that this will occur with respect to any particular transfer of a Property by a Selling Limited Partnership to Concrete LP but there can be no assurance in this regard.

Each Unitholder will be allocated the Unitholder's share of the net income, net capital gains, net loss and net capital losses of the Selling Limited Partnership for the 2009 Fiscal Year. Under the Partnership Agreement as it is to be amended pursuant to the Amendment Resolution, 99.999% of the foregoing amounts will be allocated to Unitholders *pro rata* in accordance with the number of Units then held. A Unitholder will, for the taxation year of the Unitholder that includes the end of the Selling Limited Partnership's 2009 Fiscal Year, be required to include in computing income the Unitholder's share of such net income, net capital gains and net capital losses and will be entitled to deduct, subject to the "at-risk" rules (discussed below under the heading "Taxation of Limited Partners of Concrete LP"), the Unitholder's share of any such net loss against income from any source.

In the event that the purchase price of the Property exceeds the cost amount of the Property to the Selling Limited Partnership, such partnership and Concrete LP will be require to file an election pursuant to subsection 97(2) of the Tax Act to have such disposition occur on a tax deferred basis. In such case, the aggregate cost of the Concrete LP Units received by the Selling Limited Partnership should be equal to the cost amount of the Property to the Selling Limited Partnership immediately prior to the disposition less the amount of the Debts and any other liabilities assumed by Concrete LP in respect of such Property. If the purchase price of the Property is less than the cost amount of the Property of the Selling Limited Partnership, the aggregate cost of the Concrete LP Units received by the Selling Limited Partnership should be equal to the purchase price of the Property less the amount of the Debts and any other liabilities assumed by Concrete LP in respect of such Property.

Dissolution of Selling Limited Partnership

Generally, a dissolution of a Selling Limited Partnership and the distribution of its assets to the Unitholders of such partnership will constitute a disposition by the Selling Limited Partnership of such assets for proceeds equal to their fair market value and a disposition by the Unitholders of their Units for an equivalent amount. The Selling Limited Partnership may realize a capital gain (or capital loss) to the extent that fair market value of the assets, here the Concrete LP Units, distributed to the Unitholders exceed (or is exceeded by) the adjusted cost base of such assets to the Selling Limited Partnership. In addition, each Unitholder may realize a capital gain (or loss) to the extent that the fair market value of the assets distributed to the Unitholder by the Selling Limited Partnership exceeds (or is exceeded by) the adjusted cost base of the of the Unitholder's Units.

The adjusted cost base to Unitholders of their Units at any time will generally be equal to the cost thereof increased by any income and the full amount of capital gains of the Selling Limited Partnership allocated to the Unitholder in respect of such Units for fiscal periods ending before that time, and reduced by net losses and the full amount of capital losses of the Selling Limited Partnership allocated to the Unitholder in respect of such Units for fiscal periods ending before that time, and by amounts distributed to the Unitholder before such time.

Pursuant to subsection 98(3) of the Tax Act a partnership may be permitted, in certain circumstances, to elect to dissolve on a tax-deferred basis. Where all of the partners of the Selling Limited Partnership elect to dissolve the Selling Limited Partnership pursuant to subsection 98(3) of the Tax Act, the Selling Limited Partnership will be deemed to have disposed of the assets that are distributed to the partners for proceeds equal to the cost amount of the assets to the partnership immediately prior to the distribution. Each Unitholders will be deemed to have disposed of his Units for proceeds of disposition equal to the greater of the adjusted cost base of the Units immediately prior to the dissolution and aggregate cost amount to the partnership of the assets distributed by the partnership to the particular Unitholder.

Where the Selling Limited Partnership is dissolved pursuant to subsection 98(3) of the Tax Act, each of the Unitholders will receive an undivided proportionate interest in each of the assets of the Selling Limited Partnership. Assuming that the only assets of a Selling Limited Partnership will be Concrete LP Units, each of the Unitholder will hold a proportionate interest in each of the Concrete LP Units. In order to provide each Unitholder with a divided proportionate interest in his Concrete LP Units, the Concrete LP Units distributed by the Selling Limited Partnership will be partitioned such that each Unitholder will receive his proportionate interest in whole Concrete LP Units. The partitioning of the Concrete LP Units in this manner should be deemed not to be a disposition of the Concrete LP Units by the Unitholders.

Where the dissolution of a Selling Limited Partnership would otherwise give rise to a capital gain in the manner described above, the Selling Limited Partnership may dissolve pursuant to subsection 98(3) of the Tax Act to the extent permitted, in the event that it would be more tax effective to the Unitholders as a whole to do so.

Tax Consequences of Holding Concrete LP Units

Status of Concrete LP

The Concrete LP Units are not qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered education savings plans, registered disability savings plans or tax-free savings accounts, all within the meaning of the Tax Act.

Recently enacted rules in the Tax Act (the "**SIFT Rules**") apply a tax on the "non-portfolio earnings" of certain publicly traded trusts and partnerships (called "**SIFT partnerships**"). A partnership will be a SIFT partnership throughout a taxation year if, at any time in the year, it satisfies these conditions: (i) the partnership meets one or more of the following residence-like criteria: it is a "Canadian partnership" (an existing defined term that describes a partnership all of the members of which are resident in Canada); it was formed under the laws of a province; or it would, if it were a corporation, be resident in Canada, including if its central management and control is located in Canada; (ii) units of, or other investments in, the partnership are listed or traded on a stock exchange or other public market; and (iii) the partnership holds one or more "non-portfolio properties". The Concrete LP Units are not listed on any stock exchange and it is not anticipated that such units would be so listed at a future date. This summary assumes that Concrete LP will not be considered to be a SIFT partnership on the basis that Concrete LP Units or other investments in Concrete LP are not and will not be listed or traded on a stock exchange or other public market.

Taxation of Concrete LP

Concrete LP is not subject to tax under the Tax Act, however, Concrete LP is required to file annual information returns. Concrete LP will be required to calculate its income or loss, including capital gains and capital losses, in accordance with the Tax Act for each fiscal year as if it were a separate person resident in Canada and make such allocations of income (or loss) to its partners pursuant to the terms of the Concrete LP Partnership Agreement. Concrete LP's fiscal year will end on December 31 of each year and upon its date of dissolution. In computing its income (or loss) for tax purposes, Concrete LP will be entitled, generally, to deduct its expenses in the fiscal year in which they were incurred provided such expenses are reasonable and their deduction is permitted under the Tax Act.

The sale of a Property by Concrete LP to a particular Strategic LP in exchange for the issuance by the Strategic LP of: (i) Class B Units; and (ii) Strategic LP Debenture is intended to occur on a tax-deferred basis, to the extent allowed under the Tax Act. In the event that the Debts in respect of the Property to be assumed by Strategic LP exceed the cost of the Property to Concrete LP, Concrete LP will recognize a capital gain by an amount equal to such excess. It is not anticipated that this will occur with respect to any particular transfer of a Property by Concrete LP to a Strategic LP.

The redemption of Class B Units held by Concrete LP may give rise to a capital gain (or capital loss) to Concrete LP to the extent the proceeds of disposition exceed (or is less than) the adjusted cost base of the Class B Units to Concrete LP immediately prior to the disposition.

Taxation of Limited Partners of Concrete LP

Each limited partner of Concrete LP will be required to include, in computing income for a taxation year, a *pro rata* share of the income (or loss) for tax purposes of Concrete LP allocated to the limited partners pursuant to the Concrete LP Partnership Agreement for the fiscal year of Concrete LP ending in such limited partner's taxation year, subject to the application of the "at-risk" rules referred to below, whether or not a distribution is made in cash to such limited partner by Concrete LP in the year. For this purpose, the computation of income (or loss) shall include capital gains (or capital loses) of Concrete LP in respect of a particular fiscal year. The amount of income or loss allocated to a limited partner may exceed or be less than the amount of cash distributed to such limited partner.

Subject to the at-risk rules discussed below, a limited partner's *pro rata* share of any non-capital losses of Concrete LP for any fiscal year may be applied against income from any other source to reduce the limited partner's net income for that year and, to the extent it exceeds other income for that year, generally may be carried back three years and forward 20 years against taxable income of such other years.

The Tax Act contains provisions (the "**at-risk rules**") which, in general, will limit the ability of a limited partner to deduct in a taxation year its share of any loss of Concrete LP for a fiscal year ending in that taxation year to an amount not exceeding its "at-risk amount" in respect of Concrete LP at the end of that fiscal year. Any losses of Concrete LP so restricted may be carried forward indefinitely and claimed as a deduction in computing the limited partner's taxable income in any subsequent taxation year to the extent, generally, that such losses do not exceed the limited partner's "at-risk amount" in respect of Concrete LP at the end of the last fiscal year of Concrete LP ending in that taxation year.

In addition, Tax Proposals released on October 31, 2003 (the "**Proposed Loss Limitation Rule**") could, among other things, adversely affect a limited partner who has borrowed funds in connection with the acquisition of Units. The summary set out under the heading "Canadian Federal Income Tax Considerations" does not address the deductibility of interest by limited partners and any limited partner who has borrowed money to acquire Units should consult his or her own tax advisor in this regard.

The Proposed Loss Limitation Rule limits a taxpayer's ability to deduct a loss from a business or property in a year unless it is reasonable to expect in that year that the taxpayer will realize a cumulative profit from that business or property over the expected life of the business or period of ownership of the property. Cumulative profit will be determined without reference to capital gains or capital losses. On February 23, 2005, the Minister of Finance (Canada) announced that an alternative proposal to replace the Proposed Loss Limitation Rule would be released for comment at an early opportunity. To date, no alternative proposal has been released. There can be no assurance that such alternative proposal will not adversely affect limited partners.

Disposition of Concrete LP Units

A disposition or deemed disposition by a limited partner of a Concrete LP Unit will result in the realization of a capital gain (or capital loss) by such limited partner. The amount of such capital gain (or capital loss) will generally be the amount, if any, by which the proceeds of disposition of such Concrete LP Unit, less reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base of such Concrete LP Unit immediately before the disposition.

In general, the adjusted cost base of a limited partner's Concrete LP Unit will be equal to the actual cost of the Concrete LP Unit (excluding any portion thereof financed with limited recourse indebtedness) plus the *pro rata* share of the income of Concrete LP allocated to the limited partner for the fiscal years ending before the relevant time less the aggregate of the *pro rata* share of losses of Concrete LP allocated to the limited partner (other than losses which cannot be deducted because they exceed the limited partner's "at-risk amount") for the fiscal years ending before the relevant time and the limited partner's *pro rata* share of any distributions by Concrete LP made before the relevant time. The adjusted cost base of each Concrete LP Unit held by a limited partner will be the average of the aggregate adjusted cost base of all Concrete LP Units held by that limited partner.

Where a limited partner disposes of all of the limited partner's Concrete LP Units such person will generally no longer be a limited partner of Concrete LP and will be deemed to have disposed of the Concrete LP Units at that time. In accordance with Proposed Amendments to the Tax Act, the *pro rata* share of the income (or loss) for tax purposes of Concrete LP which is allocated to a limited partner for such fiscal year of Concrete LP, if any, will be added (or deducted) in the computation of the adjusted cost base of the limited partner's Concrete LP Units.

A limited partner will realize a deemed capital gain if the adjusted cost base of the limited partner's Concrete LP Units is negative at the end of any fiscal year of Concrete LP. The amount of such capital gain is the amount by which such adjusted cost base is negative at the end of a fiscal year of Concrete LP. If the adjusted cost base of a limited partner's Concrete LP Units becomes negative and a capital gain is realized, the adjusted cost base of the limited partner's Concrete LP Units will be nil at the beginning of the next fiscal year of Concrete LP.

Dissolution of Concrete LP

Generally, the dissolution of Concrete LP and the distribution of its assets to limited partners will constitute a disposition by Concrete LP of such assets for proceeds equal to their fair market value and a disposition by the limited partners of their Concrete LP Units for an equivalent amount. In certain circumstances, the Tax Act generally permits the dissolution of Concrete LP to occur without any tax arising. In particular, the Tax Act provides that Concrete LP may be dissolved without incidence of taxation to limited partners provided that limited partners receive a proportionate undivided interest in each asset of Concrete LP. There can be no assurance that Concrete LP can be dissolved in the future on a tax-deferred basis.

Capital Gains and Capital Losses

One-half of any capital gain (a "**taxable capital gain**") realized by a taxpayer in a taxation year must be included in computing the income of the taxpayer for that year and one-half of any capital loss (an "**allowable capital loss**") realized in a taxation year may be deducted from taxable capital gains realized by the taxpayer in that year. Allowable capital losses for a taxation year in excess of taxable capital gains for that year may generally be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in a subsequent taxation year against taxable capital gains realized in such year to the extent and in the circumstances provided for in the Tax Act.

A taxpayer that is a "Canadian-controlled private corporation" (as defined in the Tax Act) ("**CCPC**") throughout a taxation year may be liable to pay an additional refundable tax of 6⅔% on its "aggregate investment income" for the year, which is defined to include taxable capital gains.

Alternative Minimum Tax

The Tax Act requires that individuals (including certain trusts) compute an alternative minimum tax determined by reference to the amount by which the taxpayer's "adjusted taxable income" for the year exceeds his basic exemption which, in the case of an individual (other than certain trusts), is $40,000. In computing his adjusted taxable income, a taxpayer must include, among other things, all taxable dividends (without application of the gross-up), and 80 percent of net capital gains. A federal tax rate of 15 percent is applied to the amount subject to the minimum tax, from which the individual's "basic minimum tax credit for the year" is deducted. Included in the basic minimum tax credit are certain specified personal and other credits available to an individual under the Tax Act as deductions from tax payable for the year but not any investment tax credit. Generally, if the minimum tax so calculated exceeds the tax otherwise payable under the Tax Act, the minimum tax will be payable.

Whether and the extent to which an individual limited partner's tax liability will be increased as a result of the application of the alternative minimum tax rules will depend on the amount of his income, the source from which it is derived, and the nature and amount of any deductions and credits he claims.

Any "additional tax" (as determined under the Tax Act) payable by an individual for a year as a result of the application of the alternative minimum tax rules will generally be deductible in any of the seven immediately following taxation years in computing the amount that would, but for the alternative minimum tax, be his tax otherwise payable for the year.

RISK FACTORS

There are certain risks inherent in the ownership of the Concrete LP Units, whether directly or indirectly, which Unitholders should carefully consider before voting in favour of the Sale Resolution, the Amendment Resolution and Dissolution Resolution. The following is a summary only of certain risk factors applicable to the Concrete LP Units, the business of Concrete LP and the Strategic securities which will constitute the only asset of Concrete LP. **Unitholders should review these risks with their legal and financial advisors.**

Risks Applicable to Ownership of Concrete LP Units

Return Wholly Dependent on Success of Strategic LPs

Any return on the Concrete LP Units is wholly dependent on the ability of the Strategic LPs to meet their obligations to pay interest and repay principal on the Strategic LP Debentures. As Concrete LP will not carry on active business following the sale of all of the Properties acquired by it to the Strategic LPs, its ability to make distributions to the holders of Concrete LP is wholly dependent on the interest payments to be paid pursuant to the Strategic LP Debentures. There is no assurance or guarantee that the Strategic LPs will pay interest and principal on the Strategic LP Debentures in accordance with their terms, if at all. Further, the redemption amount of the Class B Units will be dependent on factors outside of the control of Concrete LP, such as the success of a Strategic LP in operating its business to increase the value of its Property or Properties and real estate market conditions at the time of redemption of the Class B Shares.

No Active Business

Concrete LP has not carried on and does not intend to carry on active business operations. It will immediately sell all Properties acquired from Selling Limited Partners to a Strategic LP in exchange for securities of such Strategic LP. Therefore, Concrete LP will no ability to generate income or profit and the maximum return to holders of Concrete LP Units is limited to that provided for in the Strategic LP securities. Concrete LP will still incur administrative and operating expenses and such expenses will be paid from amounts, if any, received under the Strategic LP Debentures in priority to distributions to holders of Concrete LP Units.

Passive Investment

As a holder of Class B Units, Concrete LP will have no right to vote or otherwise affect or influence management of a Strategic LP.

Restriction on Ownership of Units

The Concrete LP Partnership Agreement contains provisions limiting the ownership of Concrete LP Units by "non-residents" (as defined in the Tax Act) and other partnerships. As a result, these restrictions may limit the demand for Concrete LP Units or limit the ability to transfer Concrete LP Units, thereby adversely affecting the liquidity and market value of the Concrete LP Units.

No Public Market

There is currently no public market for the Concrete LP Units and none is expected to develop. The Concrete LP Units are not listed or quoted for trading on any stock exchange or market. As Concrete LP does not intend to become a reporting issuer or equivalent in any jurisdiction, the Concrete LP Units are subject to an indefinite hold and holders may not sell or trade their Concrete LP Units except pursuant to an exemption from the prospectus and registration requirements under applicable securities laws.

Nature of Investment

Holders of Concrete LP Units do not have statutory rights normally associated with ownership of shares of a corporation including, the right to bring "oppression" or "derivative" actions and rights of dissent. The rights of a Partner are based primarily on the Concrete LP Partnership Agreement and Partnership Act. The Units are not "deposits" within the meaning of the *Deposit Insurance Corporation Act* (Canada), nor are they insured under the provisions of that Act or any other legislation.

Risks Relating to the Strategic LP Business

As the ability of Concrete LP to make distributions to holders of Concrete LP Units is wholly dependent on the payment of interest and principal on the Strategic LP Debentures, the risks applicable to each Strategic LP the Strategic LP securities are also of particular significance to a holder of Concrete LP Units. Investors should therefore also consider the following risks relating to the Strategic LPs and the Strategic LP securities.

No History of Business Operations

Each of the Strategic LPs has been recently formed for the purpose of acquiring a Property and has no history of business operations or assets other than the Property acquired by it. The ability of a Strategic LP to pay interest and repay principal on the Strategic LP Debenture and to repurchase the Class B Units issued by it will be wholly dependent on its ability to generate sufficient cash flows or obtain financing from the business it will carry on through ownership, management, leasing, development and/or sale of the Property.

Conflicts of Interest

The directors and officers of the Strategic GPs will not be devoting all of their time to the affairs of the Strategic LPs and only intend to devote such amount of time as required to effectively manage the Strategic LPs. They are and will continue to be, engaged in the search for business prospects on their own behalf and on behalf of others and there can be no assurance that such business prospects will not conflict directly or indirectly with the interests of holders of Strategic LP securities.

Income Tax Matters

No advance tax ruling in respect the Canadian federal income tax consequences arising from the Proposed Transactions have been sought from the CRA. Tax authorities having jurisdiction over the parties to the Proposed Transactions, including Selling Limited Partnerships, Unitholders, Concrete LP and Strategic LPs may disagree with the manner in which they compute their income for tax purposes arising from the transactions contemplated herein. There can be no assurance that tax laws, regulations or judicial or administrative interpretations will not be changed in a manner which will materially alter the tax consequences to Unitholders of participating in the Proposed Transactions and the holding of Concrete LP Units.

Investment Concentration

As all of the Properties are situated in Calgary the Strategic LPs are particularly susceptible to adverse market conditions in Alberta, particularly in the City of Calgary, such as business layoffs or downsizing, industry slowdowns, relocations of businesses, changing demographics and other factors. Demand for commercial retail space could be adversely affected by weakness in the national, regional and local economies, changes in supply of, or demand for, similar or competing properties in an area and the excess amount of commercial retail space in a particular market. To the extent that any of these conditions occur, they are likely to affect market rents for space, which could cause a decrease in the rental revenue from the Properties at the expiry of lease terms. Any decrease in rental revenues could impair its ability to satisfy debt service obligations or generate stable positive cash flow from operations.

Competition

The Strategic LPs compete with numerous developers, owners and operators in the commercial retail real estate industry, some of which own or may in the future own, facilities that compete directly with the Properties, and some of which may have greater capital resources.

If competitors build new facilities that compete with some or all of the Properties or offer space at rental rates below current market rates or below the rental rates charged by the Strategic LP, the Strategic LP may lose existing and potential tenants and it may be pressured to discount its rental rates below what it would otherwise charge in order to retain tenants. As a result, its rental revenues may decrease, which could impair its ability to satisfy debt service obligations and to pay interest under its Strategic LP Debenture. In addition, increased competition for tenants may require the Strategic LP to make capital improvements to facilities or provide leasehold inducements that it would not have otherwise made. Any unbudgeted capital improvement it is required to undertake may reduce cash available for debt servicing, operations and distributions.

Occupancy and Rental Rates

Delays in re-leasing vacancies that arise or lower than expected rental rates could adversely affect rental revenues and operating results.

Debt Financing

The acquisition and development of the Properties will be financed through the assumption of mortgage debt or new mortgage debt secured by the Property or unsecured debt. Future debt may have a negative impact on the business, operating results, debt servicing and/or distributions by: (a) requiring a substantial portion of cash flow from operations to be used to pay principal and interest, which will reduce the amount available for payments on unsecured debt and distributions; (b) making the Strategic LP more vulnerable to economic and industry downturns and reducing its flexibility in responding to changing business and economic conditions; and (c) limiting the Strategic LP's ability to borrow more money for operating or capital needs.

In addition to the risks normally associated with debt financing, including the risk that cash flow will be insufficient to meet required payments of principal and interest, the Strategic LP will also be subject to the risk that it will not be able to refinance existing indebtedness and that the terms of any refinancing it could obtain would not be as favourable as existing terms. If it is not successful in refinancing debt when it becomes due, it may be forced to dispose of the Property on terms which are not the most advantageous and which could result in a loss.

Mortgage indebtedness and/or other credit facilities obtained by the Strategic LP will usually be subject to negative or restrictive covenants, including limitations on its ability to incur secured and unsecured indebtedness, sell all or substantially all of its assets and engage in mergers and consolidations and various types of acquisitions. In addition, mortgage indebtedness and other credit facilities will contain limitations on the Strategic LP's ability to transfer or encumber the Property without lender consent. In addition, failure to meet any of the covenants could cause an event of default under and/or acceleration of some or all of the indebtedness, which would have a material adverse effect on the Strategic LP.

Litigation

The Strategic LP may become subject to disputes with tenants, contractors, lenders or other commercial parties with whom it maintains relationships or with whom it does business. Any such dispute could result in litigation or other legal proceedings. Whether or not any dispute actually proceeds to litigation, the Strategic LP may be required to devote significant resources, including management time and attention, to its successful resolution (through litigation, settlement or otherwise), which would detract from management's ability to focus on the business of the Strategic LP. Any such resolution could involve the payment of damages, costs or expenses, which may be significant. In addition, any such resolution could involve the Strategic LP's agreement to certain settlement terms or conditions that may restrict the operation of its business.

Potential Undisclosed Liabilities

The Property may be subject to existing liabilities, some of which may be unknown at the time of the acquisition or which the Strategic LP may fail to identify or uncover in its due diligence. Unknown liabilities might include liabilities for cleanup or remediation of undisclosed environmental conditions, claims by tenants, vendors or other persons dealing with the vendor or predecessor entities (that have not been asserted or threatened to date), tax liabilities, and accrued but unpaid liabilities incurred in the ordinary course of business. While in some instances the Strategic LP may have the right to seek reimbursement against an insurer or another third party for certain of these liabilities, it may not have recourse to Concrete LP, any Limited Partnership or any prior vendor of the Properties for any of these liabilities or the recourse may be limited in nature and amount.

Reliance on External Sources of Capital

The Strategic LP Partnership may not be able to fund all of its future capital needs with income from operations. It will therefore have to rely on third party sources of capital, which may or may not be available on favourable terms, if at all. The Strategic LP's access to third party sources of capital depends on a number of things, including the market's perception of its growth potential and its current and potential future earnings. If it is unable to obtain capital, it may not be able to develop the Property, satisfy its debt obligations or make distributions to partners.

Risks Relating to Real Property Ownership

The Strategic LPs are subject to risks generally incident to the ownership of real property. The underlying value of its Properties and its income and ability to service debt and make distributions to partners will depend on its ability to maintain or increase revenues from the Properties and to generate income in excess of operating expenses. Income from the Properties may be adversely affected by changes in national or local economic conditions, changes in interest rates and in the availability, cost and terms of mortgage financing, the impact of present or future environmental legislation and compliance with environmental laws, the ongoing need for capital improvements, changes in real estate assessed values and taxes payable on such values and other operating expenses, changes in governmental laws, regulations, rules and fiscal policies, changes in zoning laws, civil unrest, acts of God, including earthquakes and other natural disasters and acts of terrorism or war (which may result in uninsured losses). Certain significant expenditures, including property taxes, maintenance costs, mortgage payments, insurance costs and related charges must be made throughout the period of ownership of real property regardless of whether the property is producing income. Actual increases or decreases in operating costs may vary significantly from the amounts recoverable in respect thereof. When interest rates increase, the cost of acquiring, developing, expanding or renovating real property increases and real property values may decrease as the number of potential buyers decreases. Similarly, as financing becomes less available, it becomes more difficult to both acquire and to sell real property. Finally, governments can expropriate or take real property for less compensation than an owner believes a property is worth. Almost all of these factors are beyond the control of the Strategic LPs.

Government Regulation and Environmental Matters

The Strategic LPs are subject to federal, provincial and local environmental regulations that apply generally to the ownership of real property. If any Strategic LP fails to comply with those laws, it could be subject to significant fines or other governmental sanctions. Under various federal, provincial and local laws, ordinances and regulations, an owner or operator of real estate may be required to investigate and clean up hazardous or toxic substances or petroleum product releases at a property and may be held liable to a governmental entity or to third parties for property damage and for investigation and clean up costs incurred by such parties in connection with contamination. Such liability may be imposed whether or not the owner or operator knew of, or was responsible for, the presence of these hazardous or toxic substances. The cost of investigation, remediation or removal of such substances may be substantial, and the presence of such substances, or the failure to properly remediate such substances, may adversely affect the owner's ability to sell or rent such property or to borrow using such property as collateral. In addition, in connection with the ownership, operation and management of the Properties, the Strategic LPs could potentially be liable for property damage or injuries to persons and property.

In order to assess the potential for liabilities arising from the environmental condition of the Properties, Concrete LP has provided the Strategic LPs with environmental assessments obtained by the Selling Limited Partnerships prepared by an environmental consulting firm. The environmental assessments did not reveal, nor is the Partnership aware of, any environmental liability that is outstanding or which it believes will have a material adverse effect. However, neither the Selling Limited Partnerships, Concrete LP or the Strategic LPs can provide any assurance that any environmental assessments performed have identified or will identify all material environmental conditions, that any prior owner of a Property did not create a material environmental condition unknown or not disclosed to the Selling Limited Partnership, or that a material environmental condition does not or will not otherwise exist with respect to any of the Properties.

Uninsured Losses

Although each Strategic LP intends to obtain and maintain at all times insurance coverage in respect of its potential liabilities and the accidental loss of value of its assets from risks, in amounts, with such insurers, and on such terms as its Strategic GP considers appropriate, taking into account all relevant factors including the practices of owners of comparable properties. There are, however, certain types of risks, generally of a catastrophic nature, such as wars, acts of terrorism or environmental contamination, which are either uninsurable or not insurable on an economically viable basis. Should an uninsured or under insured loss occur, the Strategic LP could lose its investment in, and anticipated profits and cash flows from, its Property, while continuing to be obliged to repay any recourse mortgage indebtedness or other debts. There can be no assurance that a claim in excess of the insurance coverage or claims not covered by insurance coverage will not arise or that the liability coverage will continue to be available on acceptable terms. A successful claim against a Strategic LP not covered by, or in excess of, the insurance coverage could have a material adverse effect on its business, financial condition, results of operations and distributions.

Unsecured Obligations

The Strategic LP securities are not secured obligations. As unsecured obligations of the Strategic LPs, they will rank subordinate to secured and other types of debt which may rank in preference at law or equity. Each of the Properties are encumbered by mortgages which will have a priority against the Property of a defaulting Strategic LP and the Strategic LPs may further charge or encumber the Properties. Therefore, a sale of the defaulting Strategic LP's assets may not realize sufficient funds to repay all, if any, of the obligations under such Strategic LP's Debenture.

Lack of Liquidity

There is currently no public market for the Strategic LP securities and none is expected to develop. The Strategic LP securities are not listed or quoted for trading on any stock exchange or market. As none of the Strategic LPs intend to become a reporting issuer or equivalent in any jurisdiction, their securities are subject to an indefinite hold and cannot be sold or traded except in very limited circumstances, pursuant to an exemption from the prospectus and registration requirements under applicable securities laws.

INTEREST OF MANAGEMENT OR OTHERS IN MATTERS TO BE ACTED UPON

Some or all of Varun Aurora, Dave Jones and Vincenzo De Palma are officers and/or directors of the General Partners and they are all directors, officers and shareholders of Concrete GP. See "Information Concerning Concrete LP – Directors, Officers and Shareholders of Concrete GP". The Concrete LP Partnership Agreement provides that the Concrete GP will receive 0.01% of the distributions made by Concrete LP. See "Description of Securities".

The General Partners have agreed to relinquish substantially all of their entitlement to allocations and distributions by the Selling Limited Partnerships, such that on dissolution the Unitholders will receive substantially all of the Concrete LP Units. See "Business of the Meeting - Amendment Resolution".

Strategic, its affiliates, officers, directors and shareholders and the Strategic LPs and are at arm's length to the Limited Partnerships, General Partners, Concrete LP and Concrete GP. Strategic has agreed that upon redemption of any Class B Units, by a Strategic LP the Strategic LP will pay Concrete GP a fee equal to 20% of the Redemption Amount. Strategic Fund Management Corp. will receive fees from Concrete LP for administration services. See "Proposed Transaction – Administration Agreement".

PRINCIPAL HOLDERS OF UNITS

The number of Units of each Limited Partnership that were issued and outstanding as at March 12, 2009 or will be issued prior to the Meetings is set out under the heading “Information Concerning the Limited Partnerships”. To the knowledge of the General Partners, in respect of Limited Partnership of which it is the General Partner, no person or corporation beneficially owns or is entitled to own, directly or indirectly, or exercised control or direction over Units of such Limited Partnership carrying more than 10% of the votes attached to all of the issued and outstanding Units of each such Limited Partnership except that 1456775 Alberta Ltd., a private Alberta corporation, owns 1,632 Safeguard VI LP Units (86.3%) and 402 Safeguard VII LP Units (64.8%). 1456775 Alberta Ltd. is indirectly owned by Varun Aurora, Dave Jones and Vincenzo De Palma, officers and directors of the General Partners and also of Concrete LP. 1456775 Alberta Ltd. intends to vote all Units owned by it in favour of the Sale Resolution, the Amendment Resolution and the Dissolution Resolution.

QUORUM FOR THE TRANSACTION OF BUSINESS

Pursuant to each of the Limited Partnership Agreements, the quorum for a meeting of Unitholders called to consider a matter requiring the approval of Unitholders will consist of not less than two persons present in person and holding or representing by proxy at lest 25% of the aggregate number of outstanding Units entitled to vote at the meeting.

BUSINESS OF THE SPECIAL MEETING

Background to the Proposed Reorganization

The economic turmoil has resulted in a significant deterioration to the commercial real estate market, including in the City of Calgary, where the Properties are located. Such deterioration is evidenced by:

- the difficulty in accessing financing for acquisitions, capital improvements and to refinance existing debt – and where financing is available, the terms may be considerably more onerous;
- the significant softening of the leasing market with increased vacancies, lower rental rates and increased tenant defaults;
- the general decrease in the market value of commercial real estate since the Properties were acquired; and
- the absence of new commercial real estate development in recent months.

These conditions have had, and are expected to have, a negative impact on the business of the Limited Partnerships.

As leases expire, the Properties will be exposed to market rental rates that may be significantly lower than in-place rental rates. Moreover, with softening tenant demand, leasing space may require additional tenant incentives in the form of improvement allowances, landlord’s work and free rent periods. This potential combination of lower rental revenues and higher leasing costs may result in cash flow problems, which will be exacerbated if the Limited Partnerships are unable to obtain financing on favourable terms, if at all, for operations, to refinance mortgages, make leasehold improvements or to develop the Properties.

Under current market conditions, if a Limited Partnership is forced to sell its Property, it may not be able to locate a purchaser or may be forced to sell at a low price. Further, certain of the Properties were purchased for their development potential. It is apparent that developing these Properties at this time will be uneconomical if not impossible, which means that their inherent value may not be realized for some time.

All of these conditions will have a negative impact on the Unitholders and their investment in the Limited Partnerships, including the possibility of a total loss of their investment.

Management of the Limited Partnerships have been assessing alternatives, including a sale of some or all of the Properties and are well aware of the urgency as conditions will deteriorate further as the recession deepens. They have concluded that the proposed reorganization is in the best interests of the Unitholders for the following reasons:

- consolidation of the Properties will achieve a diversification of risk due to the different types (office, retail, office/warehouse), locations (downtown, residential and industrial) and tenant profiles (single and multi-tenant);
- the Strategic Group has a proven track record and greater resources to operate, manage, lease and develop the Properties through the recession;
- all of the Properties will be sold with very short closing dates;
- Concrete LP and each Strategic LP will pay the same purchase price for each Property, which will be based on a current independent appraisal – as the recession deepens, it is expected that the value of the Properties will continue to deteriorate;
- as Concrete LP will not have significant operational expenses, it will be able to distribute to holders of Concrete LP Units a significant portion of the interest payments it receives under the Strategic LP Debentures; and
- the Class B Units will enable Concrete LP to participate in any "upside" in the value of the Properties in the next 3 or 5 years, which would not be available if the Properties were immediately sold.

Sale Resolution

The Sale Resolution approves the sale of the Limited Partnership's Property or Property to Concrete LP and the transactions contemplated in the applicable Memorandum of Agreement, including the sale of such Property or Properties by Concrete LP to a Strategic LP. See "Proposed Transaction".

Amendment Resolution

The Limited Partnership Agreements presently provide that all allocations of income, gains, proceeds, losses and expenses as well as distributions will be allocated on the following basis:

(a) firstly, to the limited partners in an amount up to 9.9999%, on a non-cumulative basis, of the Contributed Capital outstanding from time to time of each limited partner; and

(b) the balance as to 80% to the limited partners and 20% to the General Partner.

To facilitate the reorganization, the General Partners have agreed to forgo their allocations and distributions from the Selling Limited Partnerships. This will result in Unitholders of Selling Limited Partnerships receiving substantially all of the Concrete LP Units on dissolution of the Selling Limited Partnership.

Dissolution Resolution

The Dissolution Resolution approves the dissolution of the Selling Limited Partnership. See "Proposed Transaction".

If the Unitholders of a Limited Partnership do not approve and pass the Sale Resolution at the Meeting, the Amendment Resolution and Dissolution Resolution will not be voted on and the Property or Properties of such Limited Partnership will not be sold to Concrete LP. See "Proposed Transaction – Termination Fee".

Recommendation

Concrete Equities Ltd. and each of the General Partners recommend that Unitholders vote in favour of the Sale Resolution, the Amendment Resolution and the Dissolution Resolution, the full text of which are set forth in Appendix 1, Appendix 2 and Appendix 3, respectively.

Form of Resolutions

Unitholders will be asked to consider and, if deemed advisable, approve and pass the extraordinary resolutions set forth in Appendix 1 (Sale Resolution), Appendix 2 (Amendment Resolution) and Appendix 3 (Dissolution Resolution) for each Meeting. **If the Sale Resolution is not passed by a Limited Partnership, the Amendment Resolution and Dissolution Resolution will not be voted on in respect of such Limited Partnership.**

Pursuant to the partnership agreement of each Limited Partnership, the Sale Resolution, Amendment Resolution and Dissolution Resolution are "extraordinary resolutions" which must be passed by not less than 66-2/3% of the votes cast at the Meeting, or a resolution in writing signed in one or more counterparts by Unitholders holding not less than 66-2/3% of the votes entitled to vote with respect to such resolution at the Meeting. **The persons designated in the enclosed Form of Proxy, unless instructed otherwise, intend to vote in favour of each of the Sale Resolution, Amendment Resolution and Dissolution Resolution.**

As the partnership agreements provide that the extraordinary resolutions may be passed by written resolution, a form of written resolution is enclosed with the Meeting materials. **If you are prepared to approve the extraordinary resolutions, you are encouraged to complete, sign and return BOTH the form of proxy and the written consent.** If written consents are received from Unitholders holding 66-2/3% of the Units of a Limited Partnership, the Meeting for such Limited Partnership will not proceed as the requisite approval will have been received.

APPENDIX 1
FORM OF SALE RESOLUTION

Safeguard LP Meeting

BE IT RESOLVED THAT:

1. The Limited Partnership be and is hereby authorized to sell the properties municipally described as 15 Millrise Boulevard SW, Calgary, Alberta and 13750 Bow Bottom Trail SE, Calgary, Alberta, which represent all or substantially all of the assets of the Limited Partnership, to Concrete Foundation Fund Limited Partnership, on substantially the terms set forth in the Memorandum of Agreement dated February 11, 2009 (the "Memorandum of Agreement") among the Limited Partnership, Safeguard II LP, Safeguard III LP, Safeguard IV LP and Safeguard V LP (as vendors), Varun Aurora and Vincenzo De Palma and Strategic Financial Corp. on behalf of Strategic limited partnerships.

2. The Memorandum of Agreement, the transactions contemplated therein and the execution thereof by the General Partner on behalf of the Limited Partnership as well as all actions taken in furtherance thereof by the General Partner, be and are hereby approved, ratified and confirmed.

Safeguard II Meeting

BE IT RESOLVED THAT:

1. The Limited Partnership be and is hereby authorized to sell the property municipally described as 909 – 5th Avenue SW, Calgary, Alberta, which represents all or substantially all of the assets of the Limited Partnership, to Concrete Foundation Fund Limited Partnership, on substantially the terms set forth in the Memorandum of Agreement dated February 11, 2009 (the "Memorandum of Agreement") among the Limited Partnership, Safeguard LP, Safeguard III LP, Safeguard IV LP and Safeguard V LP (as vendors), Varun Aurora and Vincenzo De Palma and Strategic Financial Corp. on behalf of Strategic limited partnerships.

2. The Memorandum of Agreement, the transactions contemplated therein and the execution thereof by the General Partner on behalf of the Limited Partnership as well as all actions taken in furtherance thereof by the General Partner, be and are hereby approved, ratified and confirmed.

Safeguard III Meeting

BE IT RESOLVED THAT:

1. The Limited Partnership be and is hereby authorized to sell the property municipally described as 55 Castleridge Drive NE, Calgary, Alberta, which represents all or substantially all of the assets of the Limited Partnership, to Concrete Foundation Fund Limited Partnership, on substantially the terms set forth in the Memorandum of Agreement dated February 11, 2009 (the "Memorandum of Agreement") among the Limited Partnership, Safeguard LP, Safeguard II LP, Safeguard IV LP and Safeguard V LP (as vendors), Varun Aurora and Vincenzo De Palma and Strategic Financial Corp. on behalf of Strategic limited partnerships.

2. The Memorandum of Agreement, the transactions contemplated therein and the execution thereof by the General Partner on behalf of the Limited Partnership as well as all actions taken in furtherance thereof by the General Partner, be and are hereby approved, ratified and confirmed.

Safeguard IV Meeting

BE IT RESOLVED THAT:

1. The Limited Partnership be and is hereby authorized to sell the properties legally described as Condominium Plan 0811241, Units 1 to 3, 43 and Parking Units 60, 73, 92 to 100, 103, 104, 105, 111 to 128, which represent all or substantially all of the assets of the Limited Partnership, to Concrete Foundation Fund Limited Partnership, on substantially the terms set forth in the Memorandum of Agreement dated February 11, 2009 (the

"Memorandum of Agreement") among the Limited Partnership, Safeguard LP, Safeguard II LP, Safeguard III LP and Safeguard V LP (as vendors), Varun Aurora and Vincenzo De Palma and Strategic Financial Corp. on behalf of Strategic limited partnerships.

2. The Memorandum of Agreement, the transactions contemplated therein and the execution thereof by the General Partner on behalf of the Limited Partnership as well as all actions taken in furtherance thereof by the General Partner, be and are hereby approved, ratified and confirmed.

Safeguard V Meeting

BE IT RESOLVED THAT:

1. The Limited Partnership be and is hereby authorized to sell the property municipally described as 1001 – 1st Street SE, Calgary, Alberta, 121 – 10th Avenue SE, Calgary, Alberta and 115 – 10 Avenue SE, Calgary, Alberta, which represents all or substantially all of the assets of the Limited Partnership, to Concrete Foundation Fund Limited Partnership, on substantially the terms set forth in the Memorandum of Agreement dated February 11, 2009 (the "Memorandum of Agreement") among the Partnership, Safeguard LP, Safeguard II LP, Safeguard III LP and Safeguard IV LP (as vendors), Varun Aurora and Vincenzo De Palma and Strategic Financial Corp. on behalf of Strategic limited partnerships.

2. The Memorandum of Agreement, the transactions contemplated therein and the execution thereof by the General Partner on behalf of the Limited Partnership as well as all actions taken in furtherance thereof by the General Partner, be and are hereby approved, ratified and confirmed.

Safeguard VI Meeting

BE IT RESOLVED THAT:

1. The Limited Partnership be and is hereby authorized to sell the properties municipally described as 1935 – 32nd Avenue NE, Calgary, Alberta and 2882 Glenmore Trail SE, Calgary, Alberta, which represent all or substantially all of the assets of the Limited Partnership, to Concrete Foundation Fund Limited Partnership, on substantially the terms set forth in the Memorandum of Agreement dated February 11, 2009 (the "Memorandum of Agreement") among the Limited Partnership and Safeguard VII LP (as vendors), Varun Aurora and Vincenzo De Palma and Strategic Financial Corp. on behalf of Strategic limited partnerships.

2. The Memorandum of Agreement, the transactions contemplated therein and the execution thereof by the General Partner on behalf of the Limited Partnership as well as all actions taken in furtherance thereof by the General Partner, be and are hereby approved, ratified and confirmed.

Safeguard VII Meeting

BE IT RESOLVED THAT:

1. The Limited Partnership be and is hereby authorized to sell the property municipally described as 1216 – 10th Avenue S.W., Calgary, Alberta, 1240 – 10th Avenue S.W., Calgary, Alberta and 1248 – 10th Avenue S.W., Calgary, Alberta, which represents all or substantially all of the assets of the Limited Partnership, to Concrete Foundation Fund Limited Partnership, on substantially the terms set forth in the Memorandum of Agreement dated February 11, 2009 (the "Memorandum of Agreement") among the Limited Partnership and Safeguard VI LP (as vendors), Varun Aurora and Vincenzo De Palma and Strategic Financial Corp. on behalf of Strategic limited partnerships.

2. The Memorandum of Agreement, the transactions contemplated therein and the execution thereof by the General Partner on behalf of the Limited Partnership as well as all actions taken in furtherance thereof by the General Partner, be and are hereby approved, ratified and confirmed.

APPENDIX 2
FORM OF AMENDMENT RESOLUTION

BE IT RESOLVED THAT:

1. Section 5.02(a) of the Limited Partnership Agreement be deleted in its entirety and replaced with the following:

   "(a) All allocations of income, gains, proceeds, losses and expenses allocable to the Partners for the purposes of the Tax Act, allocations of tax credits (if any) with respect to the partnership Business and all distributions to the Partners shall be made as to 99.999% to the Limited Partners in accordance with the Proportionate Interests then represented by the Units then held by the Limited Partners and 0.001% to the General Partner. For greater certainty it is the intention that any other monies from the Partnership shall either be retained by the Partnership or allocated to the Limited Partners on account of Contributed Capital as determined by the Accountants."

2. Subsection 5.03(c) of the Limited Partnership Agreement be deleted in its entirety and replaced with the following:

   "(c) All distributions of Distributable Cash from the Partnership to the Partners pursuant to this Section 5.03 for each year of the Partnership shall be distributed in accordance with section 5.02(a)."

3. Subsection 5.04 shall be deleted in its entirety and replaced with the following:

   "All Available Cash from Sale and Available Cash from Financing shall be allocated and distributed by the Partnership in accordance with section 5.02(a)."

APPENDIX 3
FORM OF DISSOLUTION RESOLUTION

BE IT RESOLVED THAT:

1. The Limited Partnership be dissolved and terminated as soon as reasonably practicable.

2. Notwithstanding section 12.06 of the Limited Partnership Agreement, the liquidating trustee shall be and is hereby authorized in its sole and absolute discretion, to distribute *in specie* to the Partners, securities owned by the Limited Partnership, including units of Concrete Foundation Fund Limited Partnership.

3. Notwithstanding that this Extraordinary Resolution has been duly passed by the Limited Partners, the General Partner may defer the dissolution and termination of the Limited Partnership or decide not to proceed with dissolution and termination of the Limited Partnership or revoke this Extraordinary Resolution at any time prior to the effective date of the dissolution or termination without further approval of the Limited Partners.

APPENDIX QQ

GRID SECURED NOTE

April 14, 2009

FOR VALUE RECEIVED, the undersigned (the "Debtors"), jointly and severally, hereby promises to pay to Strategic Financial Corp. (the "Creditor") or order on DEMAND at 400, 630 8th Avenue SW, Calgary, Alberta T2P 1G6 in lawful currency of Canada the unpaid principal balance of all advances ("Advances") made by the Creditor to the Debtors as recorded by the Creditor on the grid (the "Grid") attached hereto as Schedule A.

This Note evidences the indebtedness of the Debtors to the Creditor in respect of the following:

(i) Pursuant to the terms of a Binding Memorandums of Agreement each dated February 11, 2009, the Debtors have failed, or acknowledge that the Debtors will not be able to deliver the consent of its limited partners to the sale of the Lands, as set out on Schedule A hereto, (of which each Debtor is a beneficial owner), and accordingly the Debtors acknowledge that the termination fee, as described in the Binding Memorandum of Agreement is due and payable together with reimbursement of third party and other costs and expenses incurred by the Creditor in connection with the transactions set forth in the Binding Memorandum of Agreement. The Creditor agrees that the termination fee with respect to a Debtor will be waived in each case where the Lands (as defined herein) of a Debtor are acquired by the Creditor or its nominee within 180 days from April 15, 2009

(ii) All monies advanced from time to time by the Creditor either to the Debtors or others, associated with all costs and expenses of the Debtors related to the operations and obligations of the Debtors including without limitation all professional fees and obligations to lenders, brokers, third party vendors and suppliers.

The principal amount outstanding hereunder from time to time will bear interest from the date of advance (whether such advance is made before or after the date of this Note), at the Interest Rate as well after as before default, judgement and maturity. "Interest Rate" means the rate of nine per cent (9%) per annum, calculated and compounded monthly in arrears, both before and after maturity, default and judgement.

The Creditor is hereby authorized by the Debtors to endorse on the Grid (or a continuation thereof), the amount and date of each Advance made by the Creditor to the Debtors, together with each repayment, payment or off-set (as the case may be) of principal of each Advance received by the Debtors from the Creditor hereunder and interest thereon, provided that any failure by the Creditor to make any such endorsement shall not affect the obligations of the Creditor under this Note in respect of such Advances and the record thereof shall, in the absence of a manifest error by the Creditor with respect thereto, constitute conclusive proof of the outstanding principal amount owing from time to time by the undersigned to the Creditor as evidenced by this Note. The Grid evidences the Debtor or Debtors liable in respect of each advance and the Debtors acknowledge and agree that each is jointly and severally liable for any and all Advances for which it is identified as a Debtor on the Grid. The Debtors expressly agree that the Grid may be completed by the Creditor as aforesaid and may be introduced as evidence of the Advances and the principal amount owing by the Debtors to the Creditor without the necessity for further proof of the facts thereof.

If the Debtors fails to make payment, when due, of the principal balance owing hereunder, the Creditor may pursue any right or remedy provided herein or otherwise allowed by law. The Creditor may pursue any such rights or remedies separately, together or successively. Exercise of any such right or remedy shall not be deemed an election of remedies. Extension of time for payment of all or any part of the amounts owing hereunder at any time, or failure of the Creditor to enforce any of its rights or remedies hereunder, shall not release the Debtors and shall not constitute a waiver of the rights of the Creditor to enforce such rights and remedies thereafter.

The Debtors shall be responsible for payment of all costs, charges and expenses (including legal costs on a solicitor and its own client basis) of the Creditor incurred in the preparation of this Note and any security in respect thereof and collection of the indebtedness evidenced by this Note and/or the enforcement of the remedies of the Creditor as a creditor generally and pursuant to all security therefor. All such costs, charges and expenses, when due and payable by the Debtors, shall be payable by the Debtors on demand and, if not immediately paid, shall be added to the principal balance outstanding and thereafter bear interest, calculated and compounded monthly in arrears, both before and after maturity, default and judgement, at the rate of nine per cent (9%) per annum until paid.

Wherever the singular number or masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires. The division of this Note into articles, sections, paragraphs, sub-sections and the clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Note. Where this Note is granted by more than one party, then all agreements, promises, covenants and obligations are and shall be joint and several and shall be construed and enforced as such. The respective heirs, executors, administrators, successors and assigns of any party granting this Note are jointly and severally bound by the covenants, agreements, promises and obligations herein contained. The covenants, agreements, promises and obligations herein stated shall be in addition to those granted or implied by statute.

For better securing to the Creditor repayment of the Advances, interest and the costs hereunder, each Debtor hereby mortgages and charges to and in favour of the Creditor all of its respective present and after acquired undertaking and property and respective right, title, estate and interest in the Lands as set out in Schedule B hereto.

Time shall be of the essence of this Note. The Debtors hereby waive demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note. No waiver by the Creditor of any right contained in this Note shall be deemed a waiver as to any future transaction or occurrence.

Each of the provisions contained in this Note is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Note.

IN WITNESS WHEREOF the undersigned has executed this Grid Secured Note as of the date of this Grid Secured Note.

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP ("Safeguard LP") by its General Partner, WEALTHCRETE INVESTMENT CORPORATION, SAFEGUARD REAL ESTATE INVESTMENT FUND II LIMITED PARTNERSHIP ("Safeguard II LP") by its General Partner, CONCRETE ASSOCIATES INVESTMENT CORPORATION, SAFEGUARD REAL ESTATE INVESTMENT FUND III LIMITED PARTNERSHIP ("Safeguard III LP") by its General Partner, CONCRETE ASSOCIATES II INVESTMENT CORPORATION, SAFEGUARD REAL ESTATE INVESTMENT FUND V LIMITED PARTNERSHIP ("Safeguard V LP"), by its General Partner CONCRETE ASSOCIATES IV INVESTMENT CORPORATION, SAFEGUARD REAL ESTATE INVESTMENT FUND IV LIMITED PARTNERSHIP ("Safeguard IV LP"), by its General Partner CONCRETE ASSOCIATES III INVESTMENT CORPORATION, SAFEGUARD REAL ESTATE INVESTMENT FUND VI LIMITED PARTNERSHIP ("Safeguard VI LP"), by its General Partner CONCRETE ASSOCIATES V INVESTMENT CORPORATION and SAFEGUARD REAL ESTATE INVESTMENT FUND VII LIMITED PARTNERSHIP ("Safeguard VII LP"), by its General Partner CONCRETE ASSOCIATES VI INVESTMENT CORPORATION, by its authorized signatories

By: ______________________

By: ______________________

Schedule A

GRID TO PROMISSORY NOTE DATED April ___, 2009

ADVANCES, OFF-SETS AND PAYMENTS

Date	Amount Advanced	Amount Paid or Off-set	Unpaid Principal Balance	Notation Made by	Applicable Safeguard LP(s)/ Debtor(s)

Schedule B

LANDS

SAFEGUARD REAL ESTATE INVESTMENT FUND LIMITED PARTNERSHIP

Millrise Plaza

PLAN 9010672
BLOCK 2
LOT 15
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.73 HECTARES (1.8 ACRES) MORE OR LESS

Deer Valley Station

PLAN 9412361
BLOCK 30
LOT 4

SAFEGUARD REAL ESTATE INVESTMENT FUND II LIMITED PARTNERSHIP

SNC Lavalin

PLAN A1
BLOCK 26
LOT 14
EXCEPTING THEREOUT:
(AS TO SURFACE ONLY) THE PORTION FOR STREET WIDENING ON PLAN 8211788

PLAN A1
BLOCK 26
LOT 15
EXCEPTING THEREOUT:
(AS TO SURFACE ONLY) THE PORTION FOR STREET WIDENING ON PLAN 8211788

PLAN A1
BLOCK 26
LOT 16
EXCEPTING THEREOUT:
(AS TO SURFACE ONLY) THE PORTION FOR STREET WIDENING ON PLAN 8211788

PLAN CALGARY 3790P
LOT A
EXCEPTING THEREOUT: (AS TO SURFACE ONLY)
A PORTION FOR STREET WIDENING ON PLAN 8211788

PLAN CALGARY 3790P

LOT B
EXCEPTING THEREOUT: (AS TO SURFACE ONLY)
A PORTION FOR STREET WIDENING ON PLAN 8211788

PLAN CALGARY 3790P
LOT C
EXCEPTING THEREOUT: (AS TO SURFACE ONLY)
A PORTION FOR STREET WIDENING ON PLAN 8211788

PLAN CALGARY 3790P
LOT D
EXCEPTING THEREOUT: (AS TO SURFACE ONLY)
A PORTION FOR STREET WIDENING ON PLAN 8211788

SAFEGUARD REAL ESTATE INVESTMENT FUND III LIMITED PARTNERSHIP

Castleridge Plaza

PLAN 9510021
BLOCK 1
LOT 2
EXCEPTING THEREOUT THEREOUT ALL MINES AND MINERALS
AREA: 3.342 HECTARES (8.26 ACRES) MORE OR LESS

SAFEGUARD REAL ESTATE INVESTMENT FUND IV LIMITED PARTNERSHIP

Concrete Place

CONDOMINIUM PLAN 0811241
UNITS 1-31, 43, 60, 73, 92-100, 103, 105, 107, 111-128
(including all unit factors relating thereto)
EXCEPTING THEREOUT ALL MINES AND MINERALS

SAFEGUARD REAL ESTATE INVESTMENT FUND V LIMITED PARTNERSHIP

MEG Place

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

APPENDIX RR

MLT
MACPHERSON LESLIE
& TYERMAN LLP
LAWYERS

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December 1, 2009

Dean A. Hutchison
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Assistant: Cindy Greco
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VIA FACSMILE & ELECTRONIC MAIL

Gowling LaFleur Henderson LLP
1400 Scotia Centre
700 – 2nd Street S.W.
Calgary, Alberta T2P 4V5

Attention: Peter Jull, Q.C.

Dear Sir:

Re: In the Matter of Concrete Equities Inc., et al. – Action No. 0901-11048

We are independent counsel for Ernst & Young Inc. ("E & Y") in its capacity as Receiver/Manager and Monitor with respect to the above referenced action, in particular with respect to the review of certain transactions related to a Memorandum of Agreement dated February 11, 2009 (the "MOA") between Safeguard Real Estate Investment Fund VI Limited Partnership, by its General Partner Concrete Associates V Investment Corporation, Safeguard Real Estate Investment Fund VII Limited Partnership, by its General Partner Concrete Associates VI Investment Corporation, Varun Aurora, Vincenzo De Palma (collectively, the "Concrete Entities") and Strategic Financial Corp. ("Strategic"). The MOA concerns the purchase by Strategic from the Concrete Entities of certain lands and buildings commonly known as Airways Business Plaza, Glenmore Commerce Court and the Symcor/Otis Buildings (collectively, the "Properties"). We understand that you are counsel for Strategic with respect to the above referenced matter.

We are advised by our client that it has made requests to both you and your client directly on various occasions for documents related to Strategic's purchase of the Properties. Specifically, the requested documents include the closing books of the transactions concerning Strategic's purchase of the Properties, along with documents relating to the advancements of funds by Strategic to the Concrete Entities or any other parties in respect of the purchase of the Properties. The requests made to date for these documents include the following:

1. A verbal request by Neil Narfason of E & Y at a meeting between representatives of E & Y, yourself, and representatives of Strategic that took place on November 5, 2009 (the "November 5th Meeting");

2. An e-mail to Riaz Mamdani of Strategic from Michelle Grant of E & Y dated November 9, 2009 (a copy of which is enclosed);

MLT

3. A second e-mail to Riaz Mamdani of Strategic from Michelle Grant of E & Y dated November 11, 2009 (a copy of which is enclosed);

4. An e-mail to you from Michelle Grant of E & Y dated November 9, 2009 (a copy of which is enclosed); and

5. An e-mail from Sean Collins of McCarthy Tétrault LLP, other counsel for E & Y regarding the above referenced matter, to you dated November 26, 2009 (a copy of which is enclosed).

All of the above referenced requests for documentation have gone unanswered.

In addition to the foregoing described requests, E & Y has made requests for the closing books of the transactions concerning Strategic's purchase of the Properties of Stephen Livergant, Q.C. of McCarthy Tétrault LLP, whom we understand acted as Strategic's counsel with respect to such transactions. Requests have been made by telephone to Mr. Livergant on November 16, 2009 and again on November 23, 2009. Those requests have similarly gone unanswered. A further written request of our office for such documents has been sent to Mr. Livergant concurrent with our delivery of this letter to you.

The requested documents are required so that a review of the subject transaction can be conducted and so E & Y can fulfill its duties as court appointed Receiver/Manager and Monitor. We understand that representative of E &Y indicated to both you and your client at the November 5th Meeting that E & Y would be filing a report with the court within the next few weeks regarding its investigation concerning the Properties and that the requested documents were required urgently so that such report could be prepared.

Would you please advise as to when the requested documents will be provided to E & Y, or alternatively, to us as counsel to E &Y. Your prompt attention to this matter would be greatly appreciated.

We look forward to hearing from you.

Yours truly,

MacPherson Leslie & Tyerman LLP

Per:

Dean A. Hutchison

DAH/cjg
Enclosures

Cc: Michelle Grant, *Ernst & Young Inc.* – via e-mail
Cc: Neil Narfason, *Ernst & Young Inc.* – via e-mail
Cc: Johnathan Troyer, *MacPherson Leslie & Tyerman LLP* – via e-mail
Cc: Sean F. Collins, *McCarthy Tétrault LLP* – via e-mail
Cc: Riaz Mamdani, *Strategic Financial Corp.* – via e-mail
Cc: Stephen L. Livergant, Q.C., *McCarthy Tétrault LLP* – via e-mail

Dean A. Hutchison

From: Michelle.Grant@ca.ey.com
Sent: Monday, November 30, 2009 2:35 PM
To: Dean A. Hutchison
Subject: Fw: Concrete Equities Inc. et. al - in Receivership

Attachments: pic25990.gif; pic15145.gif; pic19353.gif

pic25990.gif (3 KB) pic15145.gif (3 KB) pic19353.gif (3 KB)

(Embedded image moved to file: pic25990.gif) Michelle Grant | Vice President | Transaction Advisory Services

Ernst & Young Inc.
2700 Commodity Exchange Tower, 360 Main Street, Winnipeg, MB
R3C 4G9 Canada

Phone: +1 204 954 5541 | Fax: +1 204 956 0138
EY/Comm: 5967683 | Michelle.Grant@ca.ey.com

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----- Forwarded by Michelle Grant/TAS/ErnstYoung/CA on 30/11/2009 03:34 PM -----

Michelle Grant/TAS/ErnstYoung/CA
11/11/2009 02:48 PM

To: riaz@mamdani.com
cc:
Subject: Fw: Concrete Equities Inc. et. al - in Receivership

Riaz,

I am following up on my e-mail below. Can you advise when these documents will be available?

Thanks,

(Embedded image moved to file: pic15145.gif)

Michelle Grant | Vice President | Transaction Advisory Services
Ernst & Young Inc.
2700 Commodity Exchange Tower, 360 Main Street, Winnipeg, MB R3C 4G9 Canada
Phone: +1 204 954 5541 | Fax: +1 204 956 0138
EY/Comm: 5967683 | Michelle.Grant@ca.ey.com

----- Forwarded by Michelle Grant/TAS/ErnstYoung/CA on 11/11/2009 02:46 PM -----

Michelle Grant/TAS/ErnstYoung/CA
09/11/2009 12:53 PM

To riaz@mamdani.com
cc neil.narfason@ca.ey.com
Subject Concrete Equities Inc. et. al - in Receivership

Riaz,

As discussed at our meeting last week the Receiver requires documentation to confirm the following:

1. Any funds advanced by the Strategic Group directly to the Concrete Entities.

2. Any funds advanced by the Strategic Group to third parties that were in Strategic's view for the benefit of the Concrete Entities (this would include confirmation of the funds advanced to purchase Glenmore Airways and Symcor Otis).

As you are aware we are looking to finalize our report on the Investigation of the Concrete entities shortly and we require this information to complete our investigation.

At our meeting last week you mentioned the possibility of meeting to review the documents, I am available to meet on Wednesday afternoon or Thursday morning.

If you have any questions, please do not hesitate to contact me at 204-997-0083 (cell).

Thank you for your prompt attention to this matter.

(Embedded image moved to file: pic19353.gif)

Michelle Grant | Vice President | Transaction Advisory Services
Ernst & Young Inc.
2700 Commodity Exchange Tower, 360 Main Street, Winnipeg, MB
R3C 4G9 Canada
Phone: +1 204 954 5541 | Fax: +1 204 956 0138
EY/Comm: 5967683 | Michelle.Grant@ca.ey.com

Dean A. Hutchison

From: Michelle.Grant@ca.ey.com
Sent: Monday, November 09, 2009 11:51 AM
To: 'Peter.jull@gowlings.com'
Cc: neil.narfason@ca.ey.com; Jonathan R. Troyer; Dean A. Hutchison
Subject: Concrete Equities Inc. et. al - in Receivership

Attachments: pic32521.gif

pic32521.gif (3 KB)

Peter,

As a follow-up to our meeting last week, as part of our investigation we need to review the closing binders for the transactions dealing with the purchase of Glenmore Airways and Symcor Otis by Strategic.

I have copied Jonathan Troyer and Dean Hutchison of MLT on this e-mail as MLT is reviewing these transactions.

We have not found copies of these binders in the Bishop & McKenzie LLP files, but we understand that Stephen Livergant at McCarthy's would be in a position to provide us with copies.

Please request copies of these binders (or the originals and we can return them once our review is complete) from Stephen Livergant at McCarthy's as soon as possible.

Please feel free to provide same directly to Jonathan or Dean at MLT. We appreciate your prompt attention to this matter.

If you have any questions please do not hesitate to contact me,
204-997-0083 (cell).

Thanks,

(Embedded image moved to file: pic32521.gif)

Michelle Grant | Vice President | Transaction Advisory Services

Ernst & Young Inc.
2700 Commodity Exchange Tower, 360 Main Street, Winnipeg, MB
R3C 4G9 Canada

Phone: +1 204 954 5541 | Fax: +1 204 956 0138
EY/Comm: 5967683 | Michelle.Grant@ca.ey.com

Dean A. Hutchison

From: Michelle.Grant@ca.ey.com
Sent: Monday, November 30, 2009 2:34 PM
To: Dean A. Hutchison
Subject: Fw: Concrete

Attachments: pic32475.gif

pic32475.gif (3 KB)

(Embedded image moved to file: pic32475.gif)

Michelle Grant | Vice President | Transaction Advisory Services
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----- Forwarded by Michelle Grant/TAS/ErnstYoung/CA on 30/11/2009 03:33 PM -----

"Collins, Sean F." <scollins@MCCARTHY.CA>

26/11/2009 02:37 PM

To: "Michelle.Grant@ca.ey.com" <Michelle.Grant@ca.ey.com>

cc: "alex.b.corbett@ca.ey.com" <alex.b.corbett@ca.ey.com>

Subject: FW: Concrete

My note to Peter Jull below.

Regards,

Sean F. Collins
Partner
Bankruptcy & Restructuring
T:/Tel : 403-260-3531
C:/Cell : 403-607-8534
F:/Téléc : 403-260-3501
McCarthy Tétrault LLP

Suite 3300, 421 - 7th Avenue SW
Calgary, Alberta
Canada T2P 4K9
www.mccarthy.ca

From: Collins, Sean F.
Sent: Thursday, November 26, 2009 1:37 PM
To: Peter Jull (peter.jull@gowlings.com)
Subject: Concrete

Peter, E&Y has made requests for documents pertaining to the Symcor Otis and Glenmore transactions. Those requests have gone unanswered. Would you please advise when E&Y might expect to receive the documentation as the same is necessary for review by independent counsel.

Regards,

Sean F. Collins
Partner
Bankruptcy & Restructuring
T:/Tel : 403-260-3531
C:/Cell : 403-607-8534
F:/Téléc : 403-260-3501
McCarthy Tétrault LLP

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Canada T2P 4K9
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Please THINK GREEN before printing.
PENSEZ À L'ENVIRONNEMENT avant d'imprimer ce message.

==

M L T

MACPHERSON LESLIE
& TYERMAN LLP
LAWYERS

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Canterra Tower
4505 - 400 3rd Avenue S.W.
Calgary Alberta Canada T2P 4H2
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F: (403) 508-4349
W: www.mlt.com

December 1, 2009

Dean A. Hutchison
Direct Line: 403.693.4305
E-mail: DHutchison@mlt.com

Assistant: Cindy Greco
Direct Line: 403.693.2626
E-mail: CGreco@mlt.com

VIA FACSMILE & ELECTRONIC MAIL

McCarthy Tétrault LLP
3300, 421 – 7th Avenue S.W.
Calgary, Alberta T2P 4K9

Attention: Stephen L. Livergant, Q.C.

Dear Sir:

Re: In the Matter of Concrete Equities Inc., et al. – Action No. 0901-11048

We are independent counsel for Ernst & Young Inc. ("E & Y") in its capacity as Receiver/Manager and Monitor with respect to the above referenced action, in particular with respect to the review of certain transactions related to a Memorandum of Agreement dated February 11, 2009 (the "MOA") between Safeguard Real Estate Investment Fund VI Limited Partnership, by its General Partner Concrete Associates V Investment Corporation, Safeguard Real Estate Investment Fund VII Limited Partnership, by its General Partner Concrete Associates VI Investment Corporation, Varun Aurora, Vincenzo De Palma (collectively, the "Concrete Entities") and Strategic Financial Corp. ("Strategic"). The MOA concerns the purchase by Strategic from the Concrete Entities of certain lands and buildings commonly known as Airways Business Plaza, Glenmore Commerce Court and the Symcor/Otis Buildings (collectively, the "Properties").

We understand that you acted as counsel for Strategic with respect to its purchase of the Properties from the Concrete Entities and that you have in your possession the closing books from such transactions (the "Closing Books"). We are advised by our client that Michelle Grant of E & Y spoke with you by telephone on Monday, November 16, 2009 and requested that you send copies of the Closing Books directly to our office. We understand that you indicated in such conversation that you would discuss with Strategic, that you did not anticipate any problems with providing copies of the Closing Books to us, and that you would send same on Wednesday, November 18, 2009. Neither our office, nor have the offices of E & Y, received copies of the Closing Books. Accordingly, Ms. Grant contacted you again by telephone on Monday, November 23, 2009 and left you a voicemail message requesting copies of the Closing Books. Ms. Grant advises that she has not received a response to such voicemail.

In addition to the request made of you by E & Y for copies of the Closing Book, E & Y has made several requests of Peter Jull, Q.C., of Gowlings Lafleur Henderson LLP, counsel for Strategic with respect to the above referenced matter, as well as to Strategic directly, for copies

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of the Closing Books and other documentation concerning Strategic's purchase of the Properties. Such requests have similarly gone unanswered. A further written request of our office for such documents has been sent to Mr. Jull concurrent with our delivery of this letter to you.

Copies of the Closing Books are required so that a review of the subject transaction can be conducted and so E & Y can fulfill its duties as court appointed Receiver/Manager and Monitor.

Would you please advise as to when copies of the Closing Books will be provided to E & Y, or alternatively, to us as counsel to E & Y. Your prompt attention to this matter would be greatly appreciated.

We look forward to hearing from you.

Yours truly,

MacPherson Leslie & Tyerman LLP

Per:

Dean A. Hutchison

DAH/cjg

Cc: Michelle Grant, *Ernst & Young Inc .* – via e-mail
Cc: Neil Narfason, *Ernst & Young Inc.* – via e-mail
Cc: Johnathan Troyer, *MacPherson Leslie & Tyerman LLP* – via e-mail
Cc: Sean F. Collins, *McCarthy Tétrault LLP* – via e-mail
Cc: Riaz Mamdani, *Strategic Financial Corp.* – via e-mail
Cc: Peter Jull, Q.C., Gowling Lafleur Henderson *LLP* – via e-mail

APPENDIX SS

McCarthy Tétrault LLP
Suite 3300, 421-7th Avenue S.W.
Calgary AB T2P 4K9
Canada
Telephone: 403 260-3500

McCarthy Tétrault

Memorandum

December 2, 2009

To: Ernst & Young Inc., in its capacity as Monitor and Receiver and Manager of Concrete Equities Inc. *et al*

From: McCarthy Tétrault LLP

Re: Review of Offering Memoranda issued by Safeguard Real Estate Fund Limited Partnership *et al*

Introduction

We have reviewed the offering memoranda hereinafter described to provide an overview as it pertains to compliance with the form requirement (i.e., 45-106F2 and/or 45-509F) for offering memoranda of non-qualifying issuers under National Instrument 45-106 - *Prospectus and Registration Exemptions* ("**45-106**") and Alberta Securities Commission Rule 45-509 - *Offering Memorandum for Real Estate Securities* ("**45-509**") as formulated at the relevant periods (i.e., February 1, 2006 to July 30, 2008).

The review we have conducted herein is limited to reviewing whether the offering memoranda, on their face, comply with 45-106 and 45-509. This review does not analyze whether there have been other breaches of applicable law including, without limitation, securities laws generally.

Scope of Review

We have reviewed the offering memoranda for the following issuers provided to us by Ernst & Young Inc:

1. Safeguard Real Estate Investment Fund Limited Partnership ("**Partnership 1**");
2. Safeguard Real Estate Investment Fund II Limited Partnership ("**Partnership 2**");
3. Safeguard Real Estate Investment Fund III Limited Partnership ("**Partnership 3**");
4. Safeguard Real Estate Investment Fund IV Limited Partnership ("**Partnership 4**");
5. Conchas Chinas Real Estate Investment Fund Limited Partnership ("**CC Partnership**");
6. Calle Mariposas Limited Partnership ("**CM Partnership**");
7. Safeguard Real Estate Investment Fund V Limited Partnership ("**Partnership 5**");
8. Safeguard Real Estate Investment Fund VI Limited Partnership ("**Partnership 6**");
9. Santa Clara Real Estate Investment Fund Limited Partnership (the "**SC Partnership**"); and
10. Safeguard Real Estate Investment Fund VII Limited Partnership ("**Partnership 7**")

Our review of the applicable form requirements for the offering memoranda of the above listed partnerships are attached to this memorandum as Schedule A.

Materials Provided

It does not appear that all of the offering memoranda that we were provided were final and/or complete. For example:

(a) in the offering memorandum for Partnership 1, there were blanks;

(b) in the offering memorandum for Partnership 1, a document stated to be attached was not attached (i.e., the agreement with Concrete Equities Inc.);

(c) the offering memoranda for Partnership 3 and Partnership 4, the Offering Memorandum were unsigned;

(d) for the offering memoranda for Partnership 5 and SM Partnership, we were provided with an amended Confidential Offering Memorandum but not the Offering Memorandum that existed prior to such amendment; and

(e) For the offering memorandum for Partnership 6, we were not provided with the amended offering memorandum.

If possible, we recommend an investigation of what exactly was provided to potential purchasers, in order to be able to fully complete our review of compliance with the form requirements of offering memoranda under 45-106.

Confirmation of Filing

45-106 requires that an issuer relying upon the offering memorandum exemption must file a copy of the offering memorandum with the applicable securities commission on or before the 10th day after the distribution of the offering memorandum or an update of the offering memorandum.

We recommend confirming whether the offering memoranda (and, when applicable, amended offering memoranda) were filed with the applicable securities commissions. To do this, we would need to contact the records departments of the various securities commissions and ask which of the offering memoranda were filed, as there is no online database.

Exemption Relied Upon

If an issuer is going to rely upon the offering memorandum exemption in 45–106 in any Province or Territory other than Ontario or Yukon (where the exemption is not available), it needs to follow certain requirements which are, amongst other things, as follows:

(a) the issuer must deliver the offering memorandum in the required form (i.e., 45-106F2);

(b) each purchaser must deliver a risk acknowledgment form; and

(c) in Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Quebec and Saskatchewan, if the cost to the purchaser is greater than $10,000, then the purchaser needs to qualify as an eligible investor (as such term is defined in 45-106).

Required Form

The required form under 45-106 for offering memoranda of non-qualified issuers, which each of the above listed partnerships would qualify as, is 45-106F2. The companion policy to 45-106 states that certain jurisdictions impose alternative or additional disclosure requirements in relation to the distribution of real estate securities by offering memorandum.

In Alberta, 45-509 states that Form 45-509F must be used if an issuer is issuing real estate securities..

According to 45-509, a real estate security is an investment under which:

(a) the purchaser's economic entitlement is to a material extent attributable to a real estate project, and

(b) the occupation or use by the purchaser of the real property that is subject of the real estate project is prohibited or materially restricted.

According to 45-509, a real estate project is:

(a) a business or undertaking that is proposed primarily to generate for purchases of real estate securities income gain or other return or funds distributable on dissolution or sale, the amount of which is primarily dependant on the use or management of real property by persons other than those purchases, or

(b) real property that is proposed to be developed or redeveloped for use in a business or undertaking described in (a), or for resale.

The offering memoranda for Partnerships SC, 5, 6 and 7 do in fact use form 45-509F, which basically requires additional disclosure on the real estate project. The offering memoranda for Partnerships 1, 2, 3, 4, CC and CM use 45-106F2 and do not incorporate the additional disclosure required by 45-509F.

Certificate

45-106 requires that a certificate be included in an offering memorandum stating that the offering memorandum does not contain a misrepresentation. This certificate must be signed by:

(a) the chief executive officer and chief financial officer (or officers acting in such capacity) of the issuer

(b) two directors of the issuer; and

(c) any promoter of the partnership (which will generally include the general partner).

The companion policy for 45-106 states that in the case of non-corporate issuers (e.g., a partnership), the issuer must determine the persons who are acting in capacities similar to directors and officers. The offering memoranda for the above listed partnerships take one of two approaches:

(a) Have two officers and two directors of the general partner of the limited partnership sign the certificate; or

(b) Have two officers of the general partners sign the certificate on behalf of the limited partnership, on behalf of itself, and in its capacity as a promoter.

The companion policy for 45-106 discusses what the meaning of a promoter is and states: "it is generally defined as meaning a person who has taken the initiative in founding, organizing or substantially reorganizing the business of the issuer or who has received consideration over a prescribed amount for services or property or both in connection with founding, organizing or substantially reorganizing the issuer." It also states that "simply selling securities, or in some way facilitating sales in securities, does not make a person a promoter under this exemption."

In addition to the persons required by 45-106 to sign the certificate, 45-509F requires that the certificate is signed by "each promoter of the real estate project."

Non-Compliance with the Form Requirement

An issuer that does not comply with the form requirement under 45-106F2 and/or 45-509F could be subject to section 194 of the Securities Act (Alberta) (and similar provisions under the securities acts of the other Provinces and Territories). Section 194 states, "a person or company that contravenes Alberta securities laws is guilty of an offence and is liable to a fine of not more than $5,000,000 or to imprisonment for a term of not more than 5 years less a day, or to both."

Section 196(4) states that if a person or company is guilty of an offence under section 194, the "court may make an order requiring the person or company to compensate or make restitution to an aggrieved person or company, and may make any other order that the court considers appropriate in the circumstances."

As indicated in the attached form reviews of the various offering memoranda, there are various disclosure items required by the 45-106F2 and 45-509F which are not complied with, including:

(a) The offering memoranda for Partnerships 1, 2, 3, 4, CC and CM do not incorporate the additional disclosure required by 45-509F;

(b) In most of the offering memoranda, some or most of the material documents required to be described are not described;

(c) In all of the offering memoranda, the disclosure describing the partnership agreement does not match the actual terms of the partnership agreement;

(d) The disclosure required under Item 3.3 in the offering memoranda for Partnerships 1, 2, 3, 4, CC and CM is incomplete;

(e) In all of the offering memoranda, it is stated under Item 7 that no compensation is being paid to sellers and finders, but

  (i) in certain of the offering memorandum, a syndication fee is paid to the general partner, which could be considered compensation that should be described under Item 7; and

  (ii) in the offering memoranda for Partnerships SC, 5, 6 and 7, where the terms of the agreement with Concrete are actually summarized (in Partnerships 1, 2, 3, 4, CC and CM the agreement is not) , it would appear that Concrete may be receiving compensation that should be disclosed under Item 7; and

(f) In all of the offering memoranda, it is possible that additional persons should have signed the certificate.

Misrepresentations in Offering Memorandum.

45-106 states that if the securities legislation where the purchaser is resident does not provide statutory rights of action in the event of a misrepresentation in an offering memorandum delivered under 45-106, the offering memorandum must contain a contractual right of action against the issuer for rescission or damages that:

(a) is available to the purchaser if the offering memorandum or any information or document incorporated or deemed to be incorporated by reference into the offering memorandum, contains a misrepresentation without regard to whether the Purchaser relied on the misrepresentation,

(b) is enforceable by the purchaser delivering a notice to the issuer

(i) in the case of an action for rescission within 180 days after the purchaser signs the agreement to purchase the security, or

(ii) in the case of an action for damages, before the earlier of

A. 180 days after the purchaser first has knowledge of the facts given rise to the cause of action, or

B. three years after the date the purchaser signs the agreement to purchase the security, and

(c) subject to the defence that the purchaser had knowledge of the misrepresentation,

(d) in the case of an action for damages, provides that the amount recoverable

(i) must not exceed the price at which the security was offered, and

(ii) does not include all or any part of the damages that the issuer proves does not represent the depreciation in value of the security resulting from the misrepresentation, and

(e) is in addition to, and does not retract from, any other right of the purchaser.

The contractual right of action that 45-106 requires an issuer to give a purchaser is expanded in the *Securities Act* (Alberta) to include more that a right against just the issuer. Section 204(1) of the *Securities Act* (Alberta) provides a right of action for misrepresentation in an offering memorandum and the right is enforceable against

(a) the issuer,

(b) every director of the issuer at the date of the offering memorandum, and

(c) every person or company who signed the offering memorandum.

Every Province and Territory other than Newfoundland have similar rights of action under their respective securities acts.

As discussed above, we have reviewed the various offering memoranda for compliance with 45-106F2 and 45-509, which is a separate issue from whether there were factual misrepresentations in the various offering memoranda.

Schedule A

Name of Issuer: Safeguard Real Estate Investment Fund Limited Partnership 1 (the "Partnership 1")

Date of Offering Memorandum (the "OM 1"): February 1, 2006

Property: Millrise Plaza and Deer Valley Station

Form Requirement	**Requirement Met**	**Comments**
Cover Page Disclosure	Partially	OM 1 does not include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives". Given that the minimum investment is $25,000, to qualify under the offering memorandum exemption, the purchaser would have to qualify as an eligible investor.
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Yes	
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Partially	In the section called Development of Business, Concrete Equities Inc. ("**Concrete**") is mentioned as the entity that will be delegated the responsibilities of managing "required documentation of the Safeguard Project syndication". It is unclear what this responsibility entails.
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. OM 1 discusses the long term objectives of Partnership 1, but the specific disclosure required by item 2.4 is not provided.

Form Requirement	**Requirement Met**	**Comments**
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 1 discusses short term objectives, but not in the manner required by item 2.5.
2.6 Insufficient Funds	Partially	OM 1 does not disclose, as required, that there is no assurance that alternative financing will be available if required.
2.7 Material Agreements	Partially	The agreement with Concrete pursuant to which Concrete will manage the "required documentation of the Safeguard project" is not described in the OM 1 as a material contract, nor is it attached. Although Partnership 1's intention to purchase certain properties is disclosed in OM 1 and certain information concerning those properties is provided (including the purchase price), there is no information provided regarding payment terms and the purchase agreement is not attached. In the disclosure under Short Term Objectives, it is disclosed that NuWest Enterprise Property Group (Western) Inc., the property manager, is a related party, but no additional disclosure about the nature of the relationship is provided (although such disclosure is required by 45-106F2). The property management agreement is scheduled to OM 1. The partnership agreement (the "**Partnership 1 Agreement**") to be dated February 3, 2006 between Wealthcrete Investment Corporation, as general partner, and David Jones, as initial limited partner, is disclosed as a material contract, and scheduled to OM 1. In the section of OM 1 entitled "Limited Partnership Units" it is stated that the interests of the partners will be divided into 212 units. Section 4.03 of the Partnership 1 Agreement has the number of units to be issued being a maximum of 84 units, in addition to the unit issued to the initial limited partner upon formation of Partnership 1.
		In the section of OM 1 entitled "Capital Contributions" the following is stated: "No partner shall required (sic) to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." In Partnership 1 Agreement, section 4.04 states that each limited partner "may be liable for further calls or assessments or further contributions to the Partnership". Section 4.08 of Partnership 1 Agreement sets out the procedure for additional capital contributions. OM 1 does not make clear that there are certain situations when a capital contribution could be required.

Form Requirement	Requirement Met	Comments
		In the section of OM 1 entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the Partnership 1 Agreement). In the section of OM 1 entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The Partnership 1 Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership". In the section of OM 1 entitled "Accounting and Reporting to the Limited Partners" it is stated that the general partner will forward to the partners of Partnership 1 within 180 days after the end of each fiscal year, financial statements, while section 6.06 of the Partnership 1 Agreement requires that the statements be delivered within 120 days.
Item 3: Interests of Directors, Management, Promoters and Principal Holders		
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	The management experience disclosure in OM 1 is somewhat hyperbolic, and makes claims that would be difficult to prove and/or quantify; for example, that one of the principals is "recognized as being in the top 1% of financial advisors worldwide" or that another has a "tremendous track record" with "tenacious problem solving abilities".
3.3 Penalties, Sanctions and Bankruptcy	Partially	OM 1 does not meet the entirety of the 45-106F2 requirement; i.e., it discloses that no director or officer of the general partner or Partnership 1 was subject to any penalty or sanction or was in any bankruptcy proceedings, but it does not disclose whether any issuer of which any of the directors or officers of the general partner of Partnership 1 was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings. In OM 1, the penalties and sanctions to which none of the directors or officers of Partnership 1 or its general partner have been subject is qualified by the phrase "relating to the Securities Industry", which is not a defined term.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.

Form Requirement	**Requirement Met**	**Comments**
Item 4: Capital Structure		
4.1 Share Capital	Partially	OM 1 uses December 1, 2005 as the date on which no units were outstanding, but the date of OM 1 is February 1, 2006, at which time there was one unit outstanding.
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	The initial limited partnership unit is not included as a prior sale.
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in OM 1 or in Partnership 1 Agreement; i.e., regarding how the income of Partnership 1 will be distributed. OM 1 does not mention, as required by 45-106F2, that the units have voting rights.
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to Hoffman Dorchik LLP.
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Scott Hall LLP.
6.3 Advice Regarding RRSP Eligibility	Yes	
Item 7: Compensation Paid to Sellers and Finders	Partially	OM 1 states in the description of Partnership 1 Agreement that a syndication fee will be paid by Partnership 1 to the general partner upon closing of the purchase of the property, but under item 7 it is disclosed that no commissions are paid in connection with the Offering. In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder's fee under the offering memorandum exemption. The agreement with Concrete is not attached and it is thus difficult to determine whether the agreement constitutes compensation paid to sellers.
Item 8: Risk Factors	Yes	

<u>Form Requirement</u>	**<u>Requirement Met</u>**	**<u>Comments</u>**
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	OM 1 does not state, as is required by 45-106F2: "We are not required to send you any documents on an annual ongoing basis." OM 1 states the limited partners will receive the financial statements within 180 days of a year end, while Partnership 1 Agreement in section 6.06 states that the financial statements will be provided within 120 days of a year end.
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	
10.3 Manitoba Resale Restrictions	Yes	
Item 11: Purchasers' Rights		It appears the limited partnership units described in OM 1 were only going to be offered to purchasers in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario.
(1) Two Day Cancellation Right	Yes	OM 1 does not mention that you also have a two day cancellation right if you are a purchaser resident in Ontario. (Although the cover page does correctly state that all purchasers have a two-day cancellation right).
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in OM 1 conform with the above instrument.

Form Requirement	Requirement Met	Comments
Item 13: Date and Certificate	Partially	The certificate is signed by two executives of the general partner and two directors of the general partner. The companion policy to 45-106 states that the general partner of a limited partnership should generally sign offering memorandum as a promoter, but no one signed OM 1 as a promoter.

Name of Issuer: Safeguard Real Estate Investment Fund II Limited Partnership (the "Partnership 2")

Date of Offering Memorandum (the "OM 2"): March 24, 2006

Property: SNC-Lavalin Building

Form Requirement	**Requirement Met**	**Comments**
Cover Page Disclosure	Partially	OM 2 does not include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives". Given that the minimum investment is $50,000, to qualify under the offering memorandum exemption, the purchaser would have to qualify as an eligible investor.
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Yes	
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	In the section called Development of Business, it is stated that Concrete Equities Inc. ("**Concrete**") will provide marketing services for Partnership 2 pursuant to contract scheduled to OM 2. OM 2 does not have a copy of this contract attached, even though OM 2 states that a copy is attached.
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. OM 2 discusses the long term objectives of the Fund Partnership, but the specific disclosure required by item 2.4 is not provided.
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 2 discusses short term objectives, but not in the manner required by item 2.5.

Form Requirement	**Requirement Met**	**Comments**
2.6 Insufficient Funds	Partially	OM 2 does not disclose, as required, that there is no assurance that alternative financing will be available if required.
2.7 Material Agreements	Partially	The agreement with Concrete is not listed as a material contract or a related party contract. Although Partnership 2's intention to purchase certain properties is disclosed and certain information concerning those properties is provided (the purchase price is disclosed), there is no information regarding payment terms, and the purchase agreement is not attached. The partnership agreement (the "**Partnership 2 Agreement**") to be dated March 28, 2006 between Concrete Associates Investment Corporation, as general partner, and David Jones, as the initial limited partner, is disclosed as a material contract, and scheduled to OM 2. In the section of OM 2 entitled "Capital Contributions" the following is stated: "No partner shall required (sic) to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." In Partnership 2 Agreement, section 4.04 states that each limited partner "may be liable for further calls or assessments or further contributions to the Partnership". Section 4.08 of Partnership 2 Agreement sets out the procedure for additional capital contributions. OM 2 does not make clear that there are certain situations when a capital contribution could be required. In the section of OM 2 entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of Partnership 2 Agreement).
		In the section of OM 2 entitled "Powers of the General Partner" it states that: "the Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." Partnership 2 Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership."

Form Requirement	Requirement Met	Comments
		In the section of OM 2 entitled "Accounting and Reporting to the Limited Partners" it is stated that the general partner will forward to the partners of Partnership 2 within 180 days after the end of each fiscal year, financial statements, while section 6.06 of Partnership 2 Agreement requires that the statements be delivered within 120 days.
Item 3: Interests of Directors, Management, Promoters and Principal Holders		
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	
3.3 Penalties, Sanctions and Bankruptcy	Partially	OM 2 does not meet the entirety of the 45-106F2 requirement; i.e., it discloses that no director or officer of the general partner or Partnership 2 was subject to any penalty or sanction or was in any bankruptcy proceedings, but it does not disclose whether any issuer of which any of the directors or officers of the general partner of Partnership 2 was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings. In OM 2, the penalties and sanctions to which none of the directors or officers of Partnership 2 or general partner have been subject is qualified by the phrase "relating to the Securities Industry", which is not a defined term.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Partially	OM 2 uses March 31, 2006 as the date on which no units were outstanding, which is later than the date of OM 2 itself.
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in OM 2 or in Partnership 2 Agreement; i.e., regarding how the income of Partnership 2 will be distributed. OM 2 does not mention, as required by 45-106F2, that the units have voting rights.

<u>**Form Requirement**</u>	<u>**Requirement Met**</u>	<u>**Comments**</u>
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to the general partner.
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Scott Hall LLP.
6.3 Advice Regarding RRSP Eligibility	Yes	
Item 7: Compensation Paid to Sellers and Finders	Partially	OM 2 states in the description of Partnership 2 Agreement that a syndication fee will be paid by Partnership 2 to the general partner upon closing of the purchase of the property, but under item 7 it is disclosed that no commissions are paid in connection with the offering. In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder’s fee under the offering memorandum exemption. The agreement with Concrete is not attached and it is thus difficult to determine whether the agreement constitutes compensation paid to sellers.
Item 8: Risk Factors	Yes	
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	OM 2 does not state, as is required by 45-106F2: “We are not required to send you any documents on an annual ongoing basis.” OM 2 states the limited partners will receive the financial statements within 180 days of a year end, while Partnership 2 Agreement in section 6.06 states that the financial statements will be provided within 120 days of a year end.
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	

Form Requirement	**Requirement Met**	**Comments**
10.3 Manitoba Resale Restrictions	Yes	
Item 11: Purchasers' Rights		It appears the limited partnership units described in OM 2 were only going to be offered to purchasers in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario.
(1) Two Day Cancellation Right	Yes	OM 2 does not mention that you also have a two day cancellation right if you are a purchaser resident in Ontario. (Although the cover page does state that all purchasers have a two-day cancellation right).
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in OM 2 conform with the above instrument.
Item 13: Date and Certificate	Partially	The certificate is signed by two executives of the general partner and two directors of the general partner. The companion policy to 45-106 states that the general partner of a limited partnership should generally sign offering memorandum as a promoter, but no one signed OM 2 as a promoter.

Name of Issuer: Safeguard Real Estate Investment Fund III Limited Partnership (the "Partnership 3")

Date of Offering Memorandum (the "OM 3"): August 24, 2006

Property: Castleridge Plaza

Form Requirement	**Requirement Met**	**Comments**
Cover Page Disclosure	Partially	OM 3 does include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives". Given that the minimum investment is $50,000, to qualify under the offering memorandum exemption, the purchaser would have to qualify as an eligible investor.
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Yes	
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	In the section called Development of Business, it is stated that Concrete Equities Inc. ("**Concrete**") will provide marketing services for Partnership 3.
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. OM 3 discusses the long term objectives of the Fund Partnership, but the specific disclosure required by item 2.4 is not provided.
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 1 discusses short term objectives, but not in the manner required by item 2.5.

Form Requirement	**Requirement Met**	**Comments**
2.6 Insufficient Funds	Partially	OM 3 does not disclose, as required, that there is no assurance that alternative financing will be available if required.
2.7 Material Agreements	Partially	The agreement with Concrete is not listed as a material contract or a related party contract. Although Partnership 3's intention to purchase certain properties is disclosed and certain information concerning those properties is provided (the purchase price is disclosed), there is no information regarding payment terms, and the purchase agreement is not attached. In the section of OM 3 entitled "Capital Contributions" the following is stated: "No partner shall be required to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." In the Partnership 3 Agreement, section 4.04 states that each limited partner "may be liable for further calls or assessments or further contributions to the Partnership". Section 4.08 of the Partnership 3 Agreement sets out the procedure for additional capital contributions. OM 3 does not make clear that there are certain situations when a capital contribution could be required. In the section of OM 3 entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the Partnership 3 Agreement).
		In the section of OM 3 entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The Partnership 3 Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership." In the section of OM 3 entitled "Accounting and Reporting to the Limited Partners" it is stated that the general partner will forward to the partners of Partnership 3 within 180 days after the end of each fiscal year, financial statements, while section 6.06 of the Partnership 3 Agreement requires that the statements be delivered within 120 days.

Form Requirement	Requirement Met	Comments
Item 3: Interests of Directors, Management, Promoters and Principal Holders		
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	
3.3 Penalties, Sanctions and Bankruptcy	Partially	OM 3 does not meet the entirety of the 45-106F2 requirement; i.e., it discloses that no director or officer of the general partner or Partnership 3 was subject to any penalty or sanction or was in any bankruptcy proceedings, but it does not disclose whether any issuer of which any of the directors or officers of the general partner of Partnership 3 was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings. In OM 3, the penalties and sanctions to which none of the directors or officers of Partnership 3 or general partner have been subject is qualified by the phrase "relating to the Securities Industry", which is not a defined term.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Yes	
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in OM 3 or in the Partnership 3 Agreement; i.e., regarding how the income of Partnership 3 will be distributed. OM 3 does not mention, as required by 45-106F2, that the units have voting rights.
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to the General Partner.

Form Requirement	Requirement Met	Comments
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Felesky Flynn LLP.
6.3 Advice Regarding RRSP Eligibility	Yes	
Item 7: Compensation Paid to Sellers and Finders	Partially	OM 3 states in the description of the Partnership 3 Agreement that a syndication fee will be paid by Partnership 3 to the general partner upon closing of the purchase of the property, but under item 7 it is disclosed that no commissions are paid in connection with the Offering. In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder's fee under the offering memorandum exemption. The agreement with Concrete is not attached and it is thus difficult to determine whether the agreement constitutes compensation paid to sellers.
Item 8: Risk Factors	Yes	
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	OM 3 does not state, as is required by 45-106F2: "We are not required to send you any documents on an annual ongoing basis." OM 3 states the limited partners will receive the financial statements within 180 days of a year end, while the Partnership 3 Agreement in section 6.06 states that the financial statements will be provided within 120 days of a year end.
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	
10.3 Manitoba Resale Restrictions	Yes	

Form Requirement	Requirement Met	Comments
Item 11: Purchasers' Rights		It appears the limited partnership units described in OM 3 were only going to be offered to purchasers in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario.
(1) Two Day Cancellation Right	Yes	OM 3 does not mention that you also have a two day cancellation right if you are a purchaser resident in Ontario.
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in OM 3 conform with the above instrument.
Item 13: Date and Certificate	Partially	The Certificate is unsigned, but it proposed to be signed by two executives of the general partner and two directors of the general partner. The companion policy to 45-106 states that the general partner of a limited partnership should generally sign offering memorandum as a promoter, but no one signed OM 3 as a promoter.

Name of Issuer: Safeguard Real Estate Investment Fund IV Limited Partnership (the "Partnership 4")

Date of Offering Memorandum (the "OM 4"): April 13, 2007

Property: Concrete Equities Place

Form Requirement	Requirement Met	Comments
Cover Page Disclosure	Partially	OM 4 does include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives". Given that the minimum investment is $50,000, to qualify under the offering memorandum exemption, the purchaser would have to qualify as an eligible investor.
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Partially	The property proposed to be purchased by Partnership 4 was not complete as of the date of the OM, and it is not clear at what stage Partnership 4 was going to purchase the property.
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	In the section called Development of Business, it is stated that Concrete Equities Inc. ("**Concrete**") will provide marketing services for Partnership 4.
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. OM 4 discusses the long term objectives of the Fund Partnership, but the specific disclosure required by item 2.4 is not provided.
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 1 discusses short term objectives, but not in the manner required by item 2.5.

Form Requirement	**Requirement Met**	**Comments**
2.6 Insufficient Funds	Partially	OM 4 does not disclose, as required, that there is no assurance that alternative financing will be available if required.
2.7 Material Agreements	Partially	The agreement with Concrete is not listed as a material contract or a related party contract. Although Partnership 4's intention to purchase certain properties is disclosed and certain information concerning those properties is provided and the purchase price is disclosed, there is no information regarding payment terms. In the disclosure under Short Term Objective, it is disclosed that NuWest Enterprise Property Group (Western) Inc., the property manager, is not a related party, but in OM 1 it was stated that NuWest was a related party. The property management agreement is attached to OM 4. The partnership agreement (the "**Partnership 4 Agreement**") dated April 13, 2007 between Concrete Associates III Investment Corporation, as general partner, and Dave Humeniuk, as the initial limited partner, is disclosed as a material contract, and scheduled to OM 4. OM 4 provides a summary of the Partnership 4 Agreement, and although it states that the purchaser should have the agreements reviewed by their own legal advisors and should not rely on the summary, this does not absolve Partnership 4 of the responsibility to avoid misrepresentations in OM 4:
		In the section of OM 4 entitled "Capital Contributions" the following is stated: "No partner shall be required to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." In the Partnership 4 Agreement, section 4.04 states that each limited partner "may be liable for further calls or assessments or further contributions to the Partnership". Section 4.08 of the Partnership 4 Agreement sets out the procedure for additional capital contributions. OM 4 does not make clear that there are certain situations when a capital contribution could be required. In the section of OM 4 entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the Partnership 4 Agreement).

Form Requirement	Requirement Met	Comments
		In the section of OM 4 entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The Partnership 4 Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership." In the section of OM 4 entitled "Accounting and Reporting to the Limited Partners" it is stated that the general partner will forward to the partners of Partnership 4 within 180 days after the end of each fiscal year, financial statements, while section 6.06 of the Partnership 4 Agreement requires that the statements be delivered within 120 days.
Item 3: Interests of Directors, Management, Promoters and Principal Holders		
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	
3.3 Penalties, Sanctions and Bankruptcy	Partially	OM 4 does not meet the entirety of the 45-106F2 requirement; i.e., it discloses that no director or officer of the general partner or Partnership 4 was subject to any penalty or sanction or was in any bankruptcy proceedings, but it does not disclose whether any issuer of which any of the directors or officers of the general partner of Partnership 4 was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings. In OM 4, the penalties and sanctions to which none of the directors or officers of Partnership 4 or general partner have been subject is qualified by the phrase "relating to the Securities Industry", which is not a defined term.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Yes	
4.2 Long Term Debt	Yes	

Form Requirement	**Requirement Met**	**Comments**
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in OM 4 or in the Partnership 4 Agreement; i.e., regarding how the income of Partnership 4 will be distributed. OM 4 does not mention, as required by 45-106F2, that the units have voting rights.
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to the General Partner.
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Felesky Flynn LLP.
6.3 Advice Regarding RRSP Eligibility	Yes	
Item 7: Compensation Paid to Sellers and Finders	Partially	OM 4 states in the description of the Partnership 4 Agreement that a syndication fee will be paid by Partnership 4 to the general partner upon closing of the purchase of the property, but under item 7 it is disclosed that no commissions are paid in connection with the Offering. In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder's fee under the offering memorandum exemption. The agreement with Concrete is not attached and it is thus difficult to determine whether the agreement constitutes compensation paid to sellers.
Item 8: Risk Factors	Yes	

Form Requirement	Requirement Met	Comments
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	OM 4 does not state, as is required by 45-106F2: "We are not required to send you any documents on an annual ongoing basis." OM 4 states the limited partners will receive the financial statements within 180 days of a year end, while the Partnership 4 Agreement in section 6.06 states that the financial statements will be provided within 120 days of a year end.
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	
10.3 Manitoba Resale Restrictions	Yes	
Item 11: Purchasers' Rights		It appears the limited partnership units described in OM 4 were only going to be offered to purchasers in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario.
(1) Two Day Cancellation Right	Yes	OM 4 does not mention that you also have a two day cancellation right if you are a purchaser resident in Ontario.
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in OM 4 conform with the above instrument.

Form Requirement	Requirement Met	Comments
Item 13: Date and Certificate	Partially	The Certificate is unsigned, but it proposed to be signed by two executives of the general partner and two directors of the general partner. The companion policy to 45-106 states that the general partner of a limited partnership should generally sign offering memorandum as a promoter, but no one signed OM 4 as a promoter.

Name of Issuer: **Conchas Chinas Real Estate Investment Fund Limited Partnership ("CC Partnership")**

Date of Offering Memorandum (the "CC OM"): August 27, 2007

Property: Conchas Chinas Project Lot #4

Form Requirement	Requirement Met	Comments
Cover Page Disclosure	Partially	CC OM does include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives". Given that the minimum investment is $50,000, to qualify under the offering memorandum exemption, the purchaser would have to qualify as an eligible investor.
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Partially	The property proposed to be purchased by CC Partnership was not complete as of the date of the OM, and it is not clear at what stage CC Partnership was going to complete the acquisition..
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	In the section called Development of Business, it is stated that Concrete Equities Inc. ("**Concrete**") will provide marketing services for CC Partnership.
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. CC OM discusses the long term objectives of the Fund Partnership, but the specific disclosure required by item 2.4 is not provided.
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 1 discusses short term objectives, but not in the manner required by item 2.5.

Form Requirement	**Requirement Met**	**Comments**
2.6 Insufficient Funds	Partially	CC OM does not disclose, as required, that there is no assurance that alternative financing will be available if required.
2.7 Material Agreements	Partially	The agreement with Concrete is not listed as a material contract or a related party contract. Although CC Partnership's intention to purchase certain properties is disclosed and certain information concerning those properties is provided and the purchase price is disclosed, there is no information regarding payment terms, and the purchase agreement is not attached. The partnership agreement (the "**CC Partnership Agreement**") dated August 24, 2007 between Costa Koraal Investment Corporation, as general partner, and Dave Humeniuk, as the initial limited partner, is disclosed as a material contract, and scheduled to CC OM. In the section of CC OM entitled "Capital Contributions" the following is stated: "No partner shall be required to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." In the CC Partnership Agreement, section 4.04 states that each limited partner "may be liable for further calls or assessments or further contributions to the Partnership". Section 4.08 of the CC Partnership Agreement sets out the procedure for additional capital contributions. CC OM does not make clear that there are certain situations when a capital contribution could be required.
		In the section of CC OM entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the CC Partnership Agreement).
		In the section of CC OM entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The CC Partnership Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership." In the section of CC OM entitled "Accounting and Reporting to the Limited Partners" it is stated that the general partner will forward to the partners of CC Partnership within 180 days after the end of each fiscal year, financial statements, while section 6.06 of the CC Partnership Agreement requires that the statements be delivered within 120 days.

Form Requirement	Requirement Met	Comments
Item 3: Interests of Directors, Management, Promoters and Principal Holders		
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	
3.3 Penalties, Sanctions and Bankruptcy	Partially	CC OM does not meet the entirety of the 45-106F2 requirement; i.e., it discloses that no director or officer of the general partner or CC Partnership was subject to any penalty or sanction or was in any bankruptcy proceedings, but it does not disclose whether any issuer of which any of the directors or officers of the general partner of CC Partnership was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings. In CC OM, the penalties and sanctions to which none of the directors or officers of CC Partnership or general partner have been subject is qualified by the phrase “relating to the Securities Industry”, which is not a defined term.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Yes	
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in CC OM or in the CC Partnership Agreement; i.e., regarding how the income of CC Partnership will be distributed. CC OM does not mention, as required by 45-106F2, that the units have voting rights.
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to the General Partner.

Form Requirement	Requirement Met	Comments
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Fraser Milner Casgrain LLP
6.3 Advice Regarding RRSP Eligibility	Yes	
Item 7: Compensation Paid to Sellers and Finders	Partially	In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder’s fee under the offering memorandum exemption. The agreement with Concrete is not attached and it is thus difficult to determine whether the agreement constitutes compensation paid to sellers.
Item 8: Risk Factors	Yes	
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	CC OM does not state, as is required by 45-106F2: “We are not required to send you any documents on an annual ongoing basis.” CC OM states the limited partners will receive the financial statements within 180 days of a year end, while the CC Partnership Agreement in section 6.06 states that the financial statements will be provided within 120 days of a year end.
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	
10.3 Manitoba Resale Restrictions	Yes	

Form Requirement	Requirement Met	Comments
Item 11: Purchasers' Rights		It appears the limited partnership units described in CC OM were only going to be offered to purchasers in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario.
(1) Two Day Cancellation Right	Yes	CC OM does not mention that you also have a two day cancellation right if you are a purchaser resident in Ontario.
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in CC OM conform with the above instrument.
Item 13: Date and Certificate	Partially	The Certificate is unsigned, but it proposed to be signed by two executives of the general partner and two directors of the general partner. The companion policy to 45-106 states that the general partner of a limited partnership should generally sign offering memorandum as a promoter, but no one signed CC OM as a promoter.

Name of Issuer: **Calle Mariposas Limited Partnership ("CM Partnership")**

Date of Offering Memorandum (the "CM OM"): September 24, 2007

Property: **Calle Mariposas Project**

Form Requirement	Requirement Met	Comments
Cover Page Disclosure	Partially	CM OM does include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives". Given that the minimum investment is $50,000, to qualify under the offering memorandum exemption, the purchaser would have to qualify as an eligible investor.
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Partially	The property proposed to be purchased by CM Partnership were not purchased as of the date of the OM, and it is not clear at what stage CM Partnership proposed to close the transaction.
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	In the section called Development of Business, it is stated that Concrete Equities Inc. ("**Concrete**") will provide marketing services for CM Partnership.
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. CM OM discusses the long term objectives of the Fund Partnership, but the specific disclosure required by item 2.4 is not provided.
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 1 discusses short term objectives, but not in the manner required by item 2.5.

Form Requirement	**Requirement Met**	**Comments**
2.6 Insufficient Funds	Partially	CM OM does not disclose, as required, that there is no assurance that alternative financing will be available if required.
2.7 Material Agreements	Partially	The agreement with Concrete is not listed as a material contract or a related party contract. Although CM Partnership's intention to purchase certain properties is disclosed and certain information concerning those properties is provided and the purchase price is disclosed, there is no information regarding payment terms, and the purchase agreement is not attached. The partnership agreement (the "**CM Partnership Agreement**") dated September 20, 2007 between Luna Morada Investment Corporation, as general partner, and Dave Humeniuk, as the initial limited partner, is disclosed as a material contract, and scheduled to CM OM. In the section of CM OM entitled "Capital Contributions" the following is stated: "No partner shall be required to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." In the CM Partnership Agreement, section 4.04 states that each limited partner "may be liable for further calls or assessments or further contributions to the Partnership". Section 4.08 of the CM Partnership Agreement sets out the procedure for additional capital contributions. CM OM does not make clear that there are certain situations when a capital contribution could be required.
		In the section of CM OM entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the CM Partnership Agreement).
		In the section of CM OM entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The CM Partnership Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership."

Form Requirement	**Requirement Met**	**Comments**
		In the section of CM OM entitled "Accounting and Reporting to the Limited Partners" it is stated that the general partner will forward to the partners of CM Partnership within 180 days after the end of each fiscal year, financial statements, while section 6.06 of the CM Partnership Agreement requires that the statements be delivered within 120 days.
Item 3: Interests of Directors, Management, Promoters and Principal Holders		
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	
3.3 Penalties, Sanctions and Bankruptcy	Partially	CM OM does not meet the entirety of the 45-106F2 requirement; i.e., it discloses that no director or officer of the general partner or CM Partnership was subject to any penalty or sanction or was in any bankruptcy proceedings, but it does not disclose whether any issuer of which any of the directors or officers of the general partner of CM Partnership was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings. In CM OM, the penalties and sanctions to which none of the directors or officers of CM Partnership or general partner have been subject is qualified by the phrase "relating to the Securities Industry", which is not a defined term.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Yes	
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in CM OM or in the CM Partnership Agreement; i.e., regarding how the income of CM Partnership will be distributed. CM OM does not mention, as required by 45-106F2, that the units have voting rights.

Form Requirement	Requirement Met	Comments
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to the General Partner.
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Fraser Milner Casgrain LLP
6.3 Advice Regarding RRSP Eligibility	Yes	
Item 7: Compensation Paid to Sellers and Finders	Partially	In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder's fee under the offering memorandum exemption. The agreement with Concrete is not attached and it is thus difficult to determine whether the agreement constitutes compensation paid to sellers.
Item 8: Risk Factors	Yes	
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	CM OM does not state, as is required by 45-106F2: "We are not required to send you any documents on an annual ongoing basis." CM OM states the limited partners will receive the financial statements within 180 days of a year end, while the CM Partnership Agreement in section 6.06 states that the financial statements will be provided within 120 days of a year end.
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	
10.3 Manitoba Resale Restrictions	Yes	

Form Requirement	Requirement Met	Comments
Item 11: Purchasers' Rights		It appears the limited partnership units described in CM OM were only going to be offered to purchasers in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario.
(1) Two Day Cancellation Right	Yes	CM OM does not mention that you also have a two day cancellation right if you are a purchaser resident in Ontario.
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in CM OM conform with the above instrument.
Item 13: Date and Certificate	Partially	The Certificate is unsigned, but it proposed to be signed by two executives of the general partner and two directors of the general partner. The companion policy to 45-106 states that the general partner of a limited partnership should generally sign offering memorandum as a promoter, but no one signed CM OM as a promoter.

Name of Issuer: Safeguard Real Estate Investment Fund V Limited Partnership (the "Partnership 5")

Date of Offering Memorandum (the "OM 5"): June 1, 2008 (amended)

Property: M.E.G. Place

Form Requirement	**Requirement Met**	**Comments**
Cover Page Disclosure	Partially	This is an "Amended" OM. OM 5 does not include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives".
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Yes	
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	There is more disclosure in OM 5 than in OMs 1-4 and CC and CM OM regarding the real property to be purchased, under the following headings: "The Safeguard Project V", "Values to be Supported by Independent Appraisals", "History of Ownership of the Real Property", "Approvals", "Capital Requirements of the Real Estate Project", which is required by Alberta Securities Commission Rule 45-509 and 45-509F, which must be followed by an issuer of a "real estate security".
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. OM 5 discusses the long term objectives of Partnership 5, but the specific disclosure required by item 2.4 is not provided.
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 5 discusses short term objectives, but not in the manner required by item 2.5.

Form Requirement	**Requirement Met**	**Comments**
2.6 Insufficient Funds	Yes	
2.7 Material Agreements	Partially	The purchase agreement for M.E.G. Place is summarized, and scheduled, as is the services agreement with Concrete Equities Inc. ("**Concrete**") and it is stated that the property management agreement will be obtaining through a tender and be available at the General Partners' office. The partnership agreement (the "**Partnership 5 Agreement**") dated November 23, 2007 between Concrete Associates IV Investment Corporation, as general partner, and Dave Humeniuk, as the initial limited partner, is disclosed as a material contract, and scheduled to OM 5. In the section of OM 5 entitled "Capital Contributions" the following is stated: "No partner shall be required to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." However, OM 5 does acknowledge that the limited partners may be asked to contribute in certain circumstances, but does not mention that if a contribution is approved by a majority, then the limited partners will be required to make that contribution. In the section of OM 5 entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the Partnership 5 Agreement).
		In the section of OM 5 entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The Partnership 5 Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership."
Item 3: Interests of Directors, Management, Promoters and Principal Holders		OM 5 includes additional disclosure required by 45-509F, concerning "Interest of Management and Others in Material Transactions."
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	

Form Requirement	Requirement Met	Comments
3.3 Penalties, Sanctions and Bankruptcy	Partially	OM 5 uses the terms “developer or manager”, which is narrower than issuer, when stating that no developer or manager of which any of the directors or officers of the general partner of Partnership 5 was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Yes	
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in OM 5 or in Partnership 5 Agreement; i.e., regarding how the income of Partnership 5 will be distributed.
		OM 5 does not mention, as required by 45-106F2, that the units have voting rights.
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to Bishop & McKenzie LLP
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Fraser Milner Casgrain LLP.
6.3 Advice Regarding RRSP Eligibility	Yes	

Form Requirement	Requirement Met	Comments
Item 7: Compensation Paid to Sellers and Finders	No	OM 5 states that no compensation is being paid to sellers and finders, but as detailed in the services agreement attached to OM 5 Concrete received 10% a month on each LP Unit for "marketing and selling the commercial real estate syndication known as the Safeguard Project V." In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder's fee under the offering memorandum exemption.
Item 8: Risk Factors	Yes	
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	OM 5 does not state, as is required by 45-106F2: "We are not required to send you any documents on an annual ongoing basis."
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		OM 5 discloses that LP Units cannot be transferred without the consent of the General Partner.
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	
10.3 Manitoba Resale Restrictions	Yes	
Item 11: Purchasers' Rights		It appears the limited partnership units described in OM 5 were going to be offered to purchasers in all Provinces and Territories of Canada.
(1) Two Day Cancellation Right	Yes	
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	

<u>Form Requirement</u>	**<u>Requirement Met</u>**	**<u>Comments</u>**
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in OM 5 conform with the above instrument.
Item 13: Date and Certificate	Partially	The certificate is signed by the general partner, on behalf of the partnership, the general partner, in its own capacity, and the general partner, as promoter.

Name of Issuer: Safeguard Real Estate Investment Fund VI Limited Partnership (the "Partnership 6")

Date of Offering Memorandum (the "OM 6"): May 26, 2008

Property: Airways Business Plaza and Glenmore Commerce Court

Form Requirement	**Requirement Met**	**Comments**
Cover Page Disclosure	Partially	OM 6 does not include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives". Given that the minimum investment is $50,000, to qualify under the offering memorandum exemption, the purchaser would have to qualify as an eligible investor.
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Yes	
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	There is more disclosure in OM 6 than in OMs 1-4 and CC and CM OM regarding the real property to be purchased, under the following headings: "The Safeguard Project VI", "Values to be Supported by Independent Appraisals", "History of Ownership of the Real Property", "Approvals", "Capital Requirements of the Real Estate Project", which is required by Alberta Securities Commission Rule 45-509 and 45-509F, which must be followed by an issuer of a "real estate security".
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. OM 6 discusses the long term objectives of the Partnership 6, but the specific disclosure required by item 2.4 is not provided.

Form Requirement	**Requirement Met**	**Comments**
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 6 discusses short term objectives, but not in the manner required by item 2.5.
2.6 Insufficient Funds	Yes	
2.7 Material Agreements	Partially	The purchase agreement for Airways Business Plaza and Glenmore Commerce Court is summarized, and scheduled, as is the services agreement with Concrete Equities Inc. and it is stated that the property management agreement will be obtaining through a tender and be available at the general partners' office. The partnership agreement (the "**Partnership 6 Agreement**") dated April 16, 2008 between Concrete Associates V Investment Corporation, as general partner, and Dave Humeniuk, as the initial limited partner, is disclosed as a material contract, and scheduled to OM 6. OM 6 provides a summary of the Partnership 6 Agreement, and although it states that the purchaser should have the agreements reviewed by their own legal advisors and should not rely on the summary, this does not absolve Partnership 6 of the responsibility to avoid misrepresentations in OM 6: In the section of OM 6 entitled "Capital Contributions" the following is stated: "No partner shall be required to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." However, OM 6 does acknowledge that the limited partners may be asked to contribute in certain circumstances, but does not mention that if a contribution is approved by a majority, then the limited partners will be required to make that contribution. In the section of OM 6 entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the Partnership 6 Agreement).
		In the section of OM 6 entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The Partnership 6 Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership."

Form Requirement	**Requirement Met**	**Comments**
Item 3: Interests of Directors, Management, Promoters and Principal Holders		OM 6 includes additional disclosure required by 45-509, concerning "Interest of Management and Others in Material Transactions."
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	
3.3 Penalties, Sanctions and Bankruptcy	Partially	OM 6 uses the terms "developer or manager", which is narrower than issuer, when stating that no developer or manager of which any of the directors or officers of the general partner of Partnership 6 was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Yes	
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in OM 6 or in the Partnership Agreement; i.e., regarding how the income of the Partnership will be distributed.
		OM 6 does not mention, as required by 45-106F2, that the units have voting rights.
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to the General Partner
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Fraser Milner Casgain LLP.
6.3 Advice Regarding RRSP Eligibility	Yes	

Form Requirement	**Requirement Met**	**Comments**
Item 7: Compensation Paid to Sellers and Finders	No	OM 6 states that no compensation is being paid to sellers and finders, but as detailed in the services agreement attached to OM 6 Concrete received 10% a month on each LP Unit for “marketing and selling the commercial real estate syndication known as the Safeguard Project VI.” In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder’s fee under the offering memorandum exemption.
Item 8: Risk Factors	Yes	
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	OM 6 does not state, as is required by 45-106F2: “We are not required to send you any documents on an annual ongoing basis.”
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		OM 6 discloses that LP Units cannot be transferred without the consent of the General Partner.
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	
10.3 Manitoba Resale Restrictions	Yes	
Item 11: Purchasers’ Rights		It appears the limited partnership units described in OM 6 were going to be offered to purchasers in all Provinces and Territories of Canada.
(1) Two Day Cancellation Right	Yes	
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	

Form Requirement	**Requirement Met**	**Comments**
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in OM 6 conform with the above instrument.
Item 13: Date and Certificate	Partially	The certificate is signed by the general partner, on behalf of the partnership, the general partner, in its own capacity, and the general partner, as promoter.

Additional Notes:

- According to E&Y's notes, OM 6 was amended, but we do not have the amended OM 6.

Name of Issuer: Santa Clara Real Estate Investment Fund Limited Partnership (the "SC Partnership")

Date of Offering Memorandum (the "SC OM"): May 26, 2008 (amended).

Property: Santa Clara Project Lot #5

Form Requirement	**Requirement Met**	**Comments**
Cover Page Disclosure	Partially	This is an "Amended" OM. SC OM does not include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives".
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Yes	
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	There is more disclosure in SC OM than in OMs 1-4 and CC and CM OM regarding the real property to be purchased, under the following headings: "The Safeguard Project", "Values to be Supported by Independent Appraisals", "History of Ownership of the Real Property", "Approvals", "Capital Requirements of the Real Estate Project", which is required by Alberta Securities Commission Rule 45-509 and 45-509F, which must be followed by an issuer of a "real estate security".
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. SC OM discusses the long term objectives of the SC Partnership, but the specific disclosure required by item 2.4 is not provided.
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. SC OM discusses short term objectives, but not in the manner required by item 2.5.

Form Requirement	Requirement Met	Comments
2.6 Insufficient Funds	Yes	
2.7 Material Agreements	Partially	SC OM states it will summarize the purchase agreement for Santa Clara Project Lot #5, but it doesn't do this, nor is the purchase agreement attached as a schedule. The partnership agreement (the "**SC Partnership Agreement**") dated June 4, 2007 between Elf Golfo Investment Company, as general partner, and Dave Humeniuk, as the initial limited partner, is disclosed as a material contract, and scheduled to SC OM. In the section of SC OM entitled "Capital Contributions" the following is stated: "No partner shall be required to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." However, SC OM does acknowledge that the limited partners may be asked to contribute in certain circumstances, but does not mention that if a contribution is approved by a majority, then the limited partners will be required to make that contribution. In the section of SC OM entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the SC Partnership Agreement).
		In the section of SC OM entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The SC Partnership Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between the Partnership and other operations in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership."
Item 3: Interests of Directors, Management, Promoters and Principal Holders		SC OM includes additional disclosure required by 45-509, concerning "Interest of Management and Others in Material Transactions."
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	

Form Requirement	**Requirement Met**	**Comments**
3.3 Penalties, Sanctions and Bankruptcy	Partially	SC OM uses the terms “developer or manager”, which is narrower than issuer, when stating that no developer or manager of which any of the directors or officers of the general partner of SC Partnership was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Yes	
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in SC OM or in the Partnership Agreement; i.e., regarding how the income of the Partnership will be distributed. SC OM states that acceptance of subscriptions are subject to certain legal matters passed on by Fraser Milner Casgrain LLP.
		SC OM does not mention, as required by 45-106F2, that the units have voting rights.
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to the Bishop & McKenzie LLP.
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Collins Barrow LLP.
6.3 Advice Regarding RRSP Eligibility	Yes	

Form Requirement	Requirement Met	Comments
Item 7: Compensation Paid to Sellers and Finders	Yes	SC OM states that no compensation is being paid to sellers and finders, but as detailed in the services agreement attached to SC OM Concrete received 10% a month on each LP Unit for "marketing and selling the commercial real estate syndication known as the Safeguard Project VI." In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder's fee under the offering memorandum exemption.
Item 8: Risk Factors	Yes	
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	SC OM does not state, as is required by 45-106F2: "We are not required to send you any documents on an annual ongoing basis."
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		SC OM discloses that LP Units cannot be transferred without the consent of the General Partner.
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	
10.3 Manitoba Resale Restrictions	Yes	
Item 11: Purchasers' Rights		It appears the limited partnership units described in SC OM were going to be offered to purchasers in all Provinces and Territories of Canada.
(1) Two Day Cancellation Right	Yes	
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	

Form Requirement	**Requirement Met**	**Comments**
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in SC OM conform with the above instrument.

Name of Issuer: Safeguard Real Estate Investment Fund VII Limited Partnership (the "Partnership 7")

Date of Offering Memorandum (the "OM 7"): May 26, 2008, amended July 30, 2008

Property: Symcor/Otis Buildings

Form Requirement	**Requirement Met**	**Comments**
Cover Page Disclosure	Partially	OM 7 does not include the following required statement: "Funds available under the offering may not be sufficient to accomplish the proposed objectives". Given that the minimum investment is $25,000, to qualify under the offering memorandum exemption, the purchaser would have to qualify as an eligible investor.
Item 1: Use of Available Funds		
1.1 Funds	Yes	
1.2 Use of Available Funds	Yes	
1.3 Reallocation	Yes	
Item 2: Business of Issuer		
2.1 Structure	Yes	
2.2 Our Business	Yes	
2.3 Development of Business	Yes	There is more disclosure in OM 7 than in OMs 1-4 and CC and CM OM regarding the real property to be purchased, under the following headings: "The Safeguard Project VII", "Values to be Supported by Independent Appraisals", "History of Ownership of the Real Property", "Approvals", "Capital Requirements of the Real Estate Project", which is required by Alberta Securities Commission Rule 45-509 and 45-509F, which must be followed by an issuer of a "real estate security".
2.4 Long Term Objectives	Partially	45-106F2 requires that the description of each significant event that must occur to accomplish the issuer's long term objectives, state the specific time period in which each event is expected to occur, and the costs related to each event. OM 7 discusses the long term objectives of the Fund Partnership, but the specific disclosure required by item 2.4 is not provided.

Form Requirement	**Requirement Met**	**Comments**
2.5 Short Term Objectives and How We Intend to Achieve Them	Partially	45-106F2 requires description of the issuer's objectives for the next twelve months and, using a form of table provided, disclosure of how the issuer intends to meet those objectives. OM 7 discusses short term objectives, but not in the manner required by item 2.5.
2.6 Insufficient Funds	Yes	
2.7 Material Agreements	Partially	The purchase agreement for Symcor/Otis Buildings is summarized, and scheduled, as is the service agreement with Concrete Equities Inc. and it is stated that the property management agreement will be obtaining through a tender and be available at the general partners' office. The partnership agreement (the "**Partnership 7 Agreement**") dated April 16, 2008 between Concrete Associates VI Investment Corporation, as general partner, and Dave Humeniuk, as the initial limited partner, is disclosed as a material contract, and scheduled to OM 7. OM 7 provides a summary of the Partnership 7 Agreement, and although it states that the purchaser should have the agreements reviewed by their own legal advisors and should not rely on the summary, this does not absolve Partnership 7 of the responsibility to avoid misrepresentations in OM 7: In the section of OM 7 entitled "Capital Contributions" the following is stated: "No partner shall be required to make any contribution to the capital of the Partnership in excess of the capital contribution referred to above." However, OM 7 does acknowledge that the limited partners may be asked to contribute in certain circumstances, but does not mention that if a contribution is approved by a majority, then the limited partners will be required to make that contribution. In the section of OM 7 entitled "Transfer of Units" it is not mentioned that units cannot be transferred without the consent and approval of the general partner (as per section 10.01 of the Partnership 7 Agreement).

Form Requirement	Requirement Met	Comments
		In the section of OM 7 entitled "Powers of the General Partner" it states that: "The Partnership Agreement specifically provides that the general partner shall not engage in any business other than acting as the general partner of the Partnership." The Partnership 7 Agreement states in section 6.08 that: "The limited partners acknowledge that…the general partner or their respective affiliates own, operate and are engaged in and intend to continue to operate other businesses which invest in, a known real estate and other office buildings, and will divide their time between Partnership 7 and other operations in which Partnership 7 will not have an interest and which may be competitive with the activities of Partnership 7."
Item 3: Interests of Directors, Management, Promoters and Principal Holders		OM 7 includes additional disclosure required by 45-509, concerning "Interest of Management and Others in Material Transactions."
3.1 Compensation and Securities Held	Yes	
3.2 Management Experience	Yes	
3.3 Penalties, Sanctions and Bankruptcy	Partially	OM 7 uses the terms "developer or manager", which is narrower than issuer, when stating that no developer or manager of which any of the directors or officers of the general partner of Partnership 7 was a director or officer was subject to any penalty or sanction or was in any bankruptcy proceedings.
3.4 Loans	Yes	Assuming that there were no loans, the disclosure meets the 45-106F2 requirement.
Item 4: Capital Structure		
4.1 Share Capital	Yes	
4.2 Long Term Debt	Yes	
4.3 Prior Sales	Yes	
Item 5: Securities Offered		
5.1 Terms of Securities	Partially	The description of the terms and rights of the units does not exactly match the disclosure regarding the units earlier in OM 7 or in the Partnership 7 Agreement; i.e., regarding how the income of Partnership 7 will be distributed.

Form Requirement	Requirement Met	Comments
		OM 7 does not mention, as required by 45-106F2, that the units have voting rights.
5.2 Subscription Procedure	Yes	The subscription agreements were to be sent to the General Partner
Item 6: Income Tax Consequences and RRSP Eligibility		
6.1 Consult Professional Advisers	Yes	
6.2 Income Tax Consequences	Yes	The tax advice was given in the opinion of Fraser Milner Casgain LLP.
6.3 Advice Regarding RRSP Eligibility	Yes	
Item 7: Compensation Paid to Sellers and Finders	No	OM 7 states that no compensation is being paid to sellers and finders, but as detailed in the services agreement attached to OM 7 Concrete received 10% a month on each LP Unit for "marketing and selling the commercial real estate syndication known as the Safeguard Project VII." In Saskatchewan, Northwest Territories and Nunavut, only a registered dealer may be paid a commission or finder's fee under the offering memorandum exemption.
Item 8: Risk Factors	Yes	
Item 9: Reporting Obligations		
9.1 Disclosure of Documents	Partially	OM 7 does not state, as is required by 45-106F1: "We are not required to send you any documents on an annual ongoing basis."
9.2 Corporate/Securities Information	Yes	
Item 10: Resale Restrictions		OM 7 discloses that LP Units cannot be transferred without the consent of the General Partner.
10.1 General Statement	Yes	
10.2 Restricted Period	Yes	

Form Requirement	**Requirement Met**	**Comments**
10.3 Manitoba Resale Restrictions	Yes	
Item 11: Purchasers' Rights		It appears the limited partnership units described in OM 7 were going to be offered to purchasers in all Provinces and Territories of Canada.
(1) Two Day Cancellation Right	Yes	
(2) Statutory Rights of Action in the Event of a Misrepresentation	Yes	
(3) Contractual Rights of Action in the Event of a Misrepresentation	Yes	
Item 12: Financial Statements	Yes	45-106 and 45-106F2 require that all financial statements comply with National Instrument 53-107 – *Acceptable Accounting Principles, Reporting Standards and Reporting Currency*. We have not confirmed whether the financials provided in OM 6 conform with the above instrument.
Item 13: Date and Certificate	Partially	The certificate is signed by the general partner, on behalf of the partnership, the general partner, in its own capacity, and the general partner, as promoter.

APPENDIX TT

Concrete Equities Inc. et. al Town Hall Meeting

Telus Convention Centre

November 10, 2009

Ernst & Young
Quality In Everything We Do

Agenda

1. Introductions
2. Overall Objectives and Summary of Next Steps
3. Management Committee
4. Message from the Steering Committee
5. Message from the Go-forward Management Committee
5. Appointment of Ernst & Young Inc. as Receiver and the Receiver's mandate
6. Background to the Concrete Entities
7. Current Status of the Concrete Projects
8. Background to the Investigation
9. Summary of Key Findings from the Investigation
10. Next Steps
11. Other Matters
12. Questions

Disclaimer

Disclaimer

In preparing this presentation, the Receiver has relied upon unaudited financial information, books and records of the Concrete Entities (as defined in this presentation), records provided by third parties and discussions with management of the Concrete Entities. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of such information contained in this presentation.

Introductions

Introductions

- The following individuals are in attendance this evening:

  - Neil Narfason, Senior Vice President with Ernst & Young Inc.
  - Michelle Grant, Vice President with Ernst & Young Inc.
  - Sean Collins, Partner with McCarthy Tetrault LLP (counsel for the Receiver)
  - Steven Butt, President, Avenue Commercial (member of the Management Committee)
  - Brian Newman, CA (member of the Management Committee)
  - Terry Town, President, Foothills Systems, Member of the Ad Hoc Steering Committee of Investors
  - Blair Yorke-Slader, Partner with Bennett Jones LLP, counsel to the Steering Committee
  - The Steering Committee members – in the front row

Overall Objectives and Summary of Next Steps

Overall Objectives

RETAIN OWNERSHIP IN THE PROPERTIES

- The solution that we are working towards would see the limited partners (“LPs”) retain ownership in the original five Calgary properties (LP1 to LP5).
- The Receiver is also considering the issues surrounding the Glenmore/Airways and Symcor/Otis properties to see what can be done.

DIRECT INVESTMENT APPROACH (i.e. NO POOLING)

EXIT THE CCAA AND RECEIVERSHIP PROCEEDINGS

- The Receiver is working with the Management and Steering Committee’s to exit the proceedings as quickly as possible. The estimated date is March 2010.

MOVE TO THE NEW GENERAL PARTNER STRUCTURE

- The Receiver in conjunction with the Steering Committee and the Management Committee are working on a solution to move to the new General Partner (“GP”) structure as soon as possible.

OVERALL LITIGATION STRATEGY

- The Receiver’s report on the Investigation will provide the factual information required to assess what litigation should be pursued.

Summary of Next Steps

- Formal Claims Process
- DIP Loan from individual limited partners ("ILPs")
- Plan of Arrangement to Creditors
- Resolution - pre-filing inter-entity lending
- Exit CCAA/Receivership Proceedings

Management Committee

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Management Committee

- The mandate of the Management Committee is to:
  - Approve material contracts, budgets and business plans;
  - Give direction to the Applicants and the LPs;
  - Ancillary powers as may be necessary or appropriate.
- Over the past few months the Management Committee has provided assistance and directions to the Receiver in accordance with its mandate.
- Mr. Vincenzo De Palma and Mr. David Bulloch are not in attendance this evening at the request of the Receiver.
- The Receiver has also requested that Mr. De Palma and Mr. Bulloch resign from the Management Committee.
- Mr. De Palma and Mr. Bulloch have agreed to resign, subject to amending the Management Committee Charter.

Message from the Steering Committee

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Message from the Steering Committee

- Introduction:
  - Terry Town

Message from the Go-forward Management Committee

Message from the Go-forward Management Committee

- Introduction:
  - Steven Butt

Appointment of Ernst & Young Inc.

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Appointment of Ernst & Young Inc.

- Ernst & Young Inc. ("EYI") is currently the Court-Appointed Receiver of various entities within the Concrete family of companies.
  - Receiver of the first five LPs and their respective GPs since June 9, 2009.
  - Receiver of additional entities since July 29, 2009.
  - EYI is not Receiver of all entities.
- EYI is also the Court-Appointed Monitor of the same entities that are in Receivership with the exception of Concrete Place Properties Ltd. (and its LP).
  - Monitor since July 29, 2009.
- Mandate of EYI as Receiver includes among other things:
  - Powers to review and investigate the financial affairs of the Concrete entities in Receivership to determine if there has been any misconduct or financial mismanagement (the "Investigation").
  - The Investigation extends to additional entities related to the Concrete Equities family of companies (the "Related Entities").

Appointment of Ernst & Young Inc.

The following entities are subject to the Receivership Order:

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.
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 Funds LP
Calle Mariposas Limited Partnership
Concrete Properties Limited Partnership
Concrete Associates VIII Corp.

The following entities are "Related Entities" :

Concrete Registered Investments Inc.
Concrete RRSP Holdings Inc.
Concrete Place Registered Corp.
First and Tenth RRSP Corp.
Glenway Registered Capital Corp.
A.G. Registered Investments Corp.
Concrete Associates VI Investment Corporation
Safeguard Real Estate Investment Fund VII LP
Eleventh and Tenth Registered Capital Corp.
Symot Registered Investments Corp.
Santa Clara Registered Corp.
Concrete Associates IX Corp.
Concrete Foundation Fund Ltd.
Concrete Foundation Fund Limited Partnership
Glenair Registered Corp.
Urban Registered Corp.
Concor Pacific Inc.
1209063 Alberta Ltd.
Concrete Equities Management Inc.
Concrete Equities Diversified Fund*
Concrete Deerfoot 17 Mutual Fund Trust*

- **Collectively these entities are referred to as the “Concrete Entities”**

***These entities are not defined as “Related Entities” in the Receivership Order.**

Background to the Concrete Entities

Background to the Concrete Entities
General

- Concrete Equities Inc. (“CEI”) was incorporated in November 2005.
  - Founded by Mr. David Jones, Mr. Vinny Aurora and Mr. David Humenuik.
  - Currently owned 1/3 by Mr. Jones, 1/3 by Mr. Aurora, 1/3 by Mr. Humenuik.
  - Original directors and officers – Mr. Jones, Mr. Aurora and Mr. Humenuik

- CEI – overall management and direction for the Concrete projects.
  - Mainly a marketing vehicle, but also employed officers and staff to provide bookkeeping services and investor relation services for the Concrete projects.
  - Earned a commission based on service agreements with the GPs.
  - Commission ranged from 7-10% depending on the project.

Background to the Concrete Entities
General

- Roles and Responsibilities:
  - Mr. Jones – PR and marketing through Wealthstreet Inc.
  - Mr. Aurora – Sales and relationship building, second signing officer on bank accounts.
  - Mr. De Palma – Commissioned consultant until December 2008 when he became acting President of CEI.
  - Mr. Humenuik – General manager, oversaw day-to-day operations, accounting, employees, preparation of offering memorandums (“OMs”).

Background to the Concrete Entities
Irregularities with the operations

- Through the Investigation the Receiver has uncovered the following general irregularities with how the Concrete entities were managed:
  - Concrete did not maintain a separate GP bank account for each of the respective GPs;
  - Concrete deposited LP funds from one project into the GP account for a completely different project;
  - Concrete purchased properties for amounts that were less than the amounts stated in the OMs;

Background to the Concrete Entities
Irregularities with the operations

- The OMs included conflicting information with respect to the payment of commissions;
- Distributions to individual LPs ("ILPs") were paid out based on the returns described in the marketing materials; and
- Distributions and other expenses were paid from whichever account had cash on hand, without taking into consideration which GP was responsible for payment of the expenses.

Current Status of the Concrete Projects

Current Status of the Concrete Projects

- Safeguard LP 1 - Deer Valley/Millrise Plaza ("DV/MR")

Occupancy:

  - Deer Valley - 93% leased, one vacant space (in discussions with potential tenant)
  - Millrise Plaza - 100% leased.

- Safeguard LP 2 - SNC Lavalin ("SNC")

Occupancy:

  - 79% leased, two floors are currently vacant. Main tenant may have interest in leasing this additional space and extending lease beyond 2012.

Issues:

  - Mortgage term expired in late 2008. Need to negotiate new terms, refinance or repay this mortgage as part of the exit strategy.
  - Chiller unit needs to be replaced in this building prior to next summer.

Current Status of the Concrete Projects

- Safeguard LP 3 – Castleridge Plaza ("Castleridge")

Occupancy:

- 80% leased, several units are vacant.
- The Receiver retained CBRE as leasing agent.
- Plans to demise unit 160 into three spaces.
- There has been limited interest in the remainder of the vacant space (approximately 13,000 sq ft).

- Safeguard LP 4 – Concrete Equities Place ("CE Place")

Occupancy:

- 86% leased, second floor and part of tenth floor remains vacant.
- Approximately $200,000 was held back from the mortgage advance and is available for tenant improvements.
- Avison Young is the leasing agent for this space. There has been some interest in the space, but to date the Receiver has not been presented with any offers to lease.

Current Status of the Concrete Projects

- Safeguard LP 5 – MEG Place (“MEG Place”)

Occupancy:

  - 100% leased through mid-2010 (15,000 sq ft of main tenants space becomes available at that time).
  - The main tenant is looking to sub-lease their space on the second and third floor (approximately 48,000 sq/ft).
  - The Management Committee is reviewing an offer on the remaining space (lease expires mid-November 2010).

- Safeguard LP 6 (Glenmore/Airways), Safeguard 7 (Symcor/Otis)
  - These properties were transferred to the Concrete Foundation Fund and then subsequently transferred to entities owned by the Strategic Group in April 2009.
  - The Receiver is continuing to review these transactions with counsel.

Current Status of the Concrete Projects

- Concrete Equities Executive Club ("CEEC")
  - Funds relating to this entity were deposited into the Safeguard 7 account.
  - According to the investor registry for Safeguard 7, CEEC owns 72 LP units in Safeguard 7.

- Concrete Equities Diversified Fund
  - Not part of the Receivership.
  - The Receiver is advised by Concrete management that fund raising ceased in June 2009.
  - There are minimal funds on hand with respect to this project.

Current Status of the Concrete Projects

- Deerfoot 17
  - Not part of the Receivership
  - The Receiver is advised by Concrete management that fund raising ceased in June 2009.
  - The Receiver is advised by Concrete management that this transaction was cancelled.
  - Concrete management further advised that they intend to return the funds that are being held in trust to the investors, once the Investigation is complete.

- El Golfo
  - The Receiver did not fund the Pre-Closing Costs, as voted on by the investors who attended the September 15, 2009 town hall meeting.
    - Funds have been returned to investors who requested same.
    - The Court approved the priority charge and interest rate of 8% for those investors who chose to fund the "Estimated Costs".
    - Recovery in El Golfo will rely solely on inter-entity investments/transfers.

Current Status of the Concrete Projects

- Luna Morada – Calle Mariposas LP ("Calle LP")
  - Concrete raised $5MM to purchase the lands and move forward with construction of 34 condominium units at Paradise Village in Nuevo Vallarta, Mexico.
  - Rights to this land were purchased by Concor Pacific Puerto Vallarta S.A. De C.V. ("CPPV") a Mexican company incorporated with the assistance of Mr. Carlos Solorzano. CPPV was owned by Mr. Milton Kiehlbauch, Mr. Humenuik and Mr. Aurora (1/3 each).
  - The Receiver understands from discussions with various parties that Calle LP did not have a direct ownership interest in CPPV.
  - The Receiver understands that construction on this project was approximately 50% completed.
  - The project ran into financial difficulty, trade creditors in Mexico were owed approximately US$1.2MM.

Current Status of the Concrete Projects

- Luna Morada – Calle Mariposas LP ("Calle LP")
  - The Receiver was advised by Mr. Kiehlbauch and Mr. Carlos Solorzano that in late September 2009 the following occurred:
    - A developer of Paradise Village paid the trade debts owing on the Luna Morada project;
    - The rights owned by CPPV were transferred back to the developer.
      - The Receiver understands that the purchase rights were conditional and that the master developer would have been entitled to reclaim these lands as CPPV had not fulfilled its obligations under the purchase contract.
  - The Receiver's due diligence of this matter is not complete.

Current Status of the Concrete Projects

- Conchas Chinas – Conchas Chinas LP ("Conchas LP")
  - The purpose of this project was to purchase land in Puerto Vallarta, Mexico, hold the land and then build-out or sell the land.
  - The land was purchased with Conchas LP funds, but the land was owned by CPPV (same entity involved in the Luna Morada project).
    - $1.75MM was raised under the OM for this project, purchase price was approximately US$1.9MM.
  - The Receiver understands from discussions with various parties that Conchas LP did not have a direct ownership interest in CPPV.

Current Status of the Concrete Projects

- Conchas Chinas – Conchas Chinas LP
  - Mr. Aurora and Mr. De Palma provided the Receiver with a copy of a resolution that was passed by CPPV in March 2009 which describes transferring the Conchas Chinas property out of CPPV to a new entity called Conchas Koral SA de C.V. ("Conchas Koral").
  - Mr. Aurora and Mr. De Palma advised the Receiver that the property was being transferred to protect the interest of the investors.
  - Mr. Kiehlbauch and Mr. Solorzano advised the Receiver that the Conchas Chinas lands were transferred to Mr. Luis Sainz in April 2009 in lieu of a debt claim with respect to the Luna Morada project of approximately US$2MM.
  - The Receiver's counsel in Mexico has confirmed that the Conchas Chinas lands were transferred from CPPV to Conchas Koral in April 2009 a company controlled by Mr. Luis Sainz.

Background to the Investigation

Background to the Investigation

- Attended at Concrete's premises three separate times to seize records, 157 boxes of records were seized.
- Records were deficient, did not include all bank statements, cheque stubs, deposit books, trust account ledgers etc.
- Receiver requested and received records from various parties including:
  - Bishop & McKenzie LLP ("B&M");
  - Fraser Milner Casgrain LLP;
  - Toronto Dominion Bank ("TD"), Bank of Nova Scotia ("BNS"), HSBC and Royal Bank ("RBC").
  - Strategic Group; and
  - Third Party Property Managers.
- Due to the deficiencies in Concrete records, the Receiver was required to complete a full reconstruction of the financial records of the Concrete entities from source documents provided by various parties.
- The Receiver reviewed in excess of 17,000 transaction as part of the Investigation.

Summary of Key Findings

Summary of Key Findings
Overall Summary

- A consolidated statement of receipts and disbursements for the Concrete Entities for the period Nov 2005 to June/July 2009 (the "Reconstruction Period") is provided below:

	CDN in $000
Receipts	
Investor Funds	118,118
Net Mortgage / Loan Proceeds	86,691
CEI Commissions	10,398
Disposition of Property	4,707
Payments From Property Manager	4,512
Unclassifed - note 1	3,283
Misc Revenue / Deposits	787
Total Receipts	**228,496**
Disbursements	
Building Purchase	(176,438)
Commission Paid to Concrete Equities	(10,398)
Business Expenses	(9,603)
Commissions Paid to Sales Agents	(7,490)
Property Improvements / Construction	(7,051)
Net Payments to Directors and Relatives	(6,525)
Unclassified - note 1	(5,706)
Investor Distributions	(4,932)
Total Disbursements	**(228,142)**
Total Cash on Hand	**354**

- Cash on hand includes approximately $157,000 held in trust at B&M relating to the CE Place project.

Note 1 – The summary of key findings is based on information available as at November 6, 2009. The Receiver is still waiting for additional information and this additional information will change the classification of the "unclassified" amounts.

Summary of Key Findings
Investor Funds

- Concrete maintained investor registries for each project.
  - According to the investor registries that Concrete maintained, Concrete raised approximately $118MM from investors (ILPs and trust fund units).
  - The cash flow analysis prepared by the Receiver indicates that Concrete raised approximately $118MM.
  - The Receiver has not reconciled the receipt of funds from each individual investor to the registries.

Summary of Key Findings
Investor Funds

- Concrete received payments from the third party property managers and paid distributions to investors. The table below summarizes the amounts (in $CDN):

Project	Received from Property Manager	Investor Distributions	Excess / (Shortfall)
DV Millrise	489,000	785,611	296,611
SNC Lavalin	1,484,867	1,657,629	172,762
Castleridge	887,000	1,264,006	377,006
CE Place	207,650	1,130,535	922,885
MEG Place	1,160,947	93,738	(1,067,209)
Glenmore Airways	-	-	-
Symcor Otis	282,500	-	(282,500)
El Golfo	-	-	-
Luna Morada	-	-	-
Conchas Chinas	-	-	-
Total	**4,511,964**	**4,931,519**	**419,555**

- For the majority of projects the GP paid excess distributions to investors.
- Concrete paid distributions to investors in CE Place starting in December 2007, four months before the transaction to purchase CE Place closed.

Summary of Key Findings
Payments to Directors and Relatives

- Payments to directors and relatives:
  - The table below shows the total amount paid to each director while they were a director and relative from November 2005 to June/July 2009.
  - The directors each received a monthly management fee of $10,000 until late in 2008 when the monthly amount increased to $30,000.

Net amount paid to directors	**$CDN**
Dave Humenuik	3,215,785
Vinny Aurora	2,489,299
David Jones	1,150,010
Milton Kielbauch	508,798
Vincenzo De Palma	97,741
934608 Alberta Ltd. (Sandhu)	15,750
Total	**7,477,383**

Net amount received from relatives	**$CDN**
Dave Aurora	952,360
Total	**952,360**

Summary of Key Findings
Payments to Directors and Relatives

- The analysis on the previous slide includes:
  - Payments relating to the Mexican Condo (approximately $1MM); and
  - Payments relating to the 8^{th} and 13^{th} floors of CE Place purchased by Concrete Place Properties (approximately $3MM).
- The payments to Mr. Jones (Wealthstreet Inc.) do not include amounts that the Receiver could specifically identify as commissions.
- The Receiver understands that Mr. Dave Aurora has a loan outstanding with respect to a deposit made on one of the El Golfo lots in the amount of approximately $0.8MM plus interest. The Receiver understands that all other loans were repaid, but the Receiver has not found documentation to confirm the repayment of one additional loan.

Summary of Key Findings
Pre-filing Inter-entity lending

- Pre-filing Inter-entity lending
  - The analysis below shows the net receivable or (payable) from each of the Concrete projects and other entities.
  - The analysis is presented net of the Receiver's calculation of commissions earned by CEI based on the service agreements between CEI and the GPs.

Project	Net Receivable
El Golfo	9,241,135
MEG Place	5,299,777
Symcor Otis	1,359,689
Castleridge	895,314
SNC Lavalin	735,435
Diversified Fund	610,715
Total	**18,142,065**

Project	Net Payable
Concrete Equities Inc.	(5,386,187)
Luna Morada, Conchas Chinas & Concor Pacific Inc.	(3,505,956)
CPP (8 & 13)	(3,307,386)
CE Place	(3,054,934)
Glenmore Airways	(2,390,226)
DV Millrise	(394,801)
CE Executive Club	(99,600)
Urban Registered Corp.	(2,975)
Total	**(18,142,065)**

Next Steps

Next Steps

- **GOALS:**
  - **Retain ownership of the buildings in Safeguard LP 1 through 5.**
  - **Consensual resolution to issues with respect to Safeguard LP 6 and 7.**
  - **Allow new GP to operate the properties as soon as possible.**
  - **Exit proceedings as soon as possible. Estimated to be March 2010.**

Next Steps

- **WHAT IS REQUIRED TO ACHIEVE THESE GOALS?**

1. Formal Claims Process (early Dec 09 – early Feb 10)

2. DIP Loan from individual limited partners (late Dec – early Jan 10)

   - Operating cost shortfalls.
   - Post-filing inter-entity lending.
   - Restructuring expenses.

3. Plan of Arrangement to Creditors (Feb 10)

   - Repayment over time based on projected cash flows.

4. Resolution - pre-filing inter-entity lending (Feb 10)

5. Exit CCAA/Receivership Proceedings (Mar 10)

Next Steps

Claims Process

- Due to the state of Concrete's books and records a formal process sanctioned by the Court will be required.

- Timeline for a condensed claims process is approximately 60 days once we receive Court approval, milestones include:
  - File report with Court outlining process.
  - Send out notices to creditors
  - Provide 30 days to file claim with the Monitor
  - Two weeks to dispute claims (if required).
  - Additional two weeks to file materials with Court (if matter cannot be resolved consensually).

Next Steps

- Debtor-in-Possession (“DIP”) Loan from individual limited partners
  - Priority charge (behind first mortgage holders) which is convertible to equity upon exit of these proceedings.
  - Required to fund operating cash shortfalls, post-filing inter-entity lending and restructuring expenses to exit these proceedings. Funding required in late December 2009, early January 2010.
  - Estimate of funding requirement through March 2010 (Exit timeline).
    - LP 1 - no funds required, properties should generate sufficient cash.
    - LP 2 – estimate of $400,000
    - LP 3 – estimate of $450,000
    - LP 4 – estimate of $300,000
    - LP 5 - no funds required, property should generate sufficient cash.
    - Total estimate of funds required $1.15MM.
  - The estimate does not include any additional funds that may be required to fund litigation.

Next Steps

- Plan of arrangement to creditors
  - Keep secured creditors on-side.
  - Convert DIP Loan to equity to exit proceedings.
  - Repayment of unsecured “trade” creditors over time.
  - Claims confirmed as part of the Claims Process (described on a previous slide).
    - The Receiver is preparing projections for calendar 2010 and beyond to assist with developing this time repayment line.
  - Convert pre-filing “net” inter-entity lending to equity.
  - Exit proceedings by the end of Q1 in 2010.

Other Matters

Other Matters

- Litigation
  - The Receiver met with the Steering Committee on November 4, 2009. The Receiver and the Steering Committee discussed the parties that could be involved in litigation and the general mechanics of how the litigation will be handled.
  - Some claims will be for the benefit of the entire group while other claims will only benefit a specific project and therefore funds from the broader investor group would not be available to pursue those claims.
  - The Receiver's report on the Investigation will provide the factual basis to begin the litigation process.

- Alberta Securities Commission ("ASC")
  - The Receiver will be arranging to meet with the ASC in the coming weeks to review the Receiver's report on the Investigation.
  - The Receiver's counsel has reviewed the OMs and has noted potential breaches of the *Securities Act.*

Other Matters

- RCMP Investigation
  - The Receiver met with the RCMP on November 5, 2009 to discuss Concrete.
  - Follow-up meetings will be scheduled once the Receiver has filed its report on the Investigation.
- Discussions with the Strategic Group
  - The Receiver, counsel for the Receiver and counsel for the Steering Committee met with representatives of the Strategic Group on November 5, 2009 to discuss the possibility of settling the Strategic claims. Discussions are expected to continue in the coming weeks.
- Sandhu claims
  - The Receiver will deal with the Sandhu claims in the Claims Process.

Questions

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Questions

- The Steering Committee will collect your questions.
  - Review for duplicate questions; and
  - Questions that too specific in nature

- Q&A session will last for 30 minutes.

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