IN THE MATTER OF THE INSOLVENCIES OF CONCRETE EQUITIES INC. et. al

MINUTES OF THE FOURTH MEETING OF THE MANAGEMENT COMMITTEE

via conference call
on Thursday, August 13, 2009 at
the hour of 4:30 in the afternoon

Attendance

Name	Company	Representing
Neil Narfason	Ernst & Young Inc.	Receiver, acting as Chairperson
Michelle Grant	Ernst & Young Inc.	Receiver
Alex Corbett	Ernst & Young Inc.	Receiver
Sean Collins	McCarthy Tetrault LLP	Counsel to the Receiver
Steven Butt	Avenue Commercial	LP Investors
Dave Bulloch	Strategic Group	Applicants
Vincenzo De Palma	Concrete Equities Inc.	Applicants
Brian Newman		LP Investors

Call to Order

Ms. Grant called the meeting to order at 4:45 p.m.

A copy of the agenda for the meeting is attached as Appendix "A".

1. El Golfo Project cash call

Prior to the Management Committee call, the Receiver and Mr. De Palma had a conference call with Mr. David Letourneau and Mr. Ben Aguilera to provide an update on the funds collected to date. The Receiver advised that it is in receipt of $325,000.
Mr. Letourneau and Mr. Aguilera will be traveling to Mexico to request a further extension. Mr. Letourneau and Mr. Aguilera advised the Receiver that they want to see an effort made to contact the parties who have not yet participated.

Mr. De Palma indicated that Mr. Aguilera and Mr. Letourneau would be negotiating an extension to at least September 15, 2009. The Management Committee wanted to know if the deadline to fund the commission fees was also being extended. The Receiver and Mr. De Palma noted that no discussions had taken place with Mr. Aguilera and Mr. Letourneau on this matter as the focus has been on the extension fees.

There was a discussion with respect to the payments to Mr. Aguilera and Mr. Letourneau; the Management Committee questioned why these parties were being paid assignment fees prior to the transactions closing. There was also a discussion with respect to the remaining payments for the lands and what would happen if only part of the extension fees were raised (i.e US$500,000 instead of US $649,000). The Receiver noted that if only part of the extension fees were raised the Management Committee would need to consider funding the extension fees for certain lots instead of all of the lots. The Receiver also noted that since the funds to pay the extension fees would flow through Golfo Properties LLC (a corporation that is 50% owned by El Golfo Investment Corporation) any funds advanced would need to be secured. The Receiver's counsel is going to discuss this with Mr. Aguilera.

Mr. Narfason indicated that the Receiver had spoken to Barry Mills the lead on the Steering Committee for the El Golfo Project with respect to reaching out to the investors who have not participated in the cash call to date. The Receiver noted that it is too costly for the Receiver to be fielding all of the calls and e-mails from investors.

Mr. Mills was added to the call to discuss his thoughts on approaching the remaining investors. Mr. Narfason indicated that the Receiver would send out a factual letter advising the investors of the extension (if it is granted) and letting the investors know how much money was raised to date and the participation percentage. Mr. Mills indicated that he would follow-up with a letter appealing to the investors to participate in this process.

There was a discussion with respect to communications from David Jones of Wealthstreet to the investors. Mr. Mills and Mr. De Palma were concerned with these communications, as they were receiving calls and e-mails from investors who were confused by the communications.

The Receiver indicated that it would be sending a letter to Mr. Aguilera and Mr. Letourneau tomorrow confirming the funds received to date and the participation percentage. This letter will support Mr. Aguilera and Mr. Letourneau's request for an extension of the deadline to fund the extension fees.

The Receiver noted that if the extension is granted, the Receiver would move quickly to source an independent appraisal of the lands. The Receiver will contact its office in Mexico City and/or Los Angeles to assist in finding a party to appraise these lands.

The Management Committee unanimously agreed that the Receiver should send out a factual letter to the investors (as described above) and move forward to obtain an appraisal on the lands.

2. Building Specific Issues

Millrise Plaza

The Management Committee discussed responses to outstanding renewals, counter-offers and proposed offers. Preference is to negotiate renewals for 5 years instead of 10 year terms. The Management Committee agrees with the property manager's approach to the counter-offers and proposed offers.

The Receiver will go back to the property manager and ask them to negotiate a 5 year renewal (although a 10 year term will be acceptable if it includes a step-up in rent) and the Receiver will provide direction to the property manager with respect to the counter-offers and proposed offers from the tenants.

SNC Lavalin Building

The Management Committee discussed the offers to lease for the 8th floor and the approach to negotiations. The Management Committee is concerned with offering lower rent rates in lieu of TI's to fill vacant space. There was a discussion with respect to the options to deal with this issue, given the cash flow constraints on this property. Mr. Butt provided some options for the Management Committee to consider. The Management Committee agreed on an approach and Mr. Butt will be communicating this to the potential tenants and will report back to the Management Committee.

The Management Committee discussed going back to SNC re: extension of lease terms. Mr. Butt and the Receiver will call SNC next week to discuss.

Castleridge Plaza

The Management Committee discussed CBRE's marketing materials and tenant strategy. Mr. Butt, Mr. Bulloch and the Receiver will schedule a conference call with Mr. Alistair Corbett of CBRE to provide some direction to CBRE.

CE Place

The Management Committee discussed Starbuck's rent reduction proposal. The Management Committee unanimously agreed that the Receiver should confirm that the lease in the name of a corporate Starbucks entity and if it is the Receiver should reject the rent reduction proposal.

3. Approval of the Receiver's fees

The Management Committee discussed the Receiver's invoice for services rendered to July 31, 2009. Mr. Butt reviewed the Receiver's invoice with the Steering Committee. The Steering Committee was comparing the invoice to the amount included as an estimate in the original cash flow filed with the Notice of Intention to Make a Proposal. Mr. Narfason noted that the original cash flow only dealt with the five limited partnerships and did not cover the cost of the remaining entities (including the El Golfo project). The Receiver's costs will start to decline in October once the accounting investigation is generally complete and the Receiver has presented its findings at the town hall meeting for the limited partners in October. Mr. Butt asked on behalf of the Steering Committee if the Receiver could cap its fees. Mr. Narfason indicated that the Receiver will not cap its fees, the Receiver can bill more frequently if that would be preferable.

The Management Committee unanimously approved payment of the Receiver's fees.

4. Management Fees

The Management Committee discussed the payments to Mr. De Palma and Mr. Aurora. Mr. Newman and Mr. Butt asked the Receiver to circulate the cash flows which show the payments to Mr. De Palma and Mr. Aurora.

The Management Committee unanimously agreed to payment of management fees in the amount of $15,000 per month for June, July and August.

Mr. De Palma asked if the Management Committee wanted to discuss a consulting arrangement for Mr. De Palma after August 31, 2009 for assisting the Receiver with the accounting investigation. Mr. Narfason proposed that the Receiver have a discussion with the other Management Committee members with the Receiver's thoughts on a consulting arrangement.

5. Concrete Place Properties

The Management Committee discussed the action commenced by Trumpet Capital Corporation ("Trumpet") and the potential courses of action that the Receiver can take. Mr. De Palma voiced his concern with the Trumpet action as Mr. De Palma noted there is evidence to show that funds from the El Golfo project were advanced to Concrete Place Properties.

The Management Committee discussed the funds that might be required to finish the space and find a tenant. The Receiver indicated that there are no funds available to really explore that option, as Trumpet is not willing to wait.

The Receiver's recommendation is to work with Trumpet to disclaim any possession or responsibility in the property, so that the Receiver is not incurring costs with respect to the space.

The Receiver's counsel confirmed that any charge that the Receiver could place on the property would rank behind Trumpet. The Receiver reiterated that since the property is "under water" it does not make sense for the Receiver to pursue this option at this time.

The Management Committee unanimously agreed that the Receiver's counsel should go back to Trumpet's counsel and determine the appropriate manner for the Receiver to disclaim any possession or responsibility in the property.

Adjournment

Mr. Narfason asked if there was anything else to be discussed at this meeting. The meeting was adjourned at 6:03 p.m.

Respectfully submitted,

Neil Narfason, Chairman

Michelle Grant, Secretary

September 14, 2009
Date

APPENDIX "A"

Concrete Equities et. al Management Committee
Fourth Meeting
August 13, 2009 at 4:30 p.m.
Via Conference Call

AGENDA

1. El Golfo Project cash call
    - Update;
    - Next steps
2. Building Specific - Action Items
3. Approval of the Receiver's fees
4. Management Fees
5. Concrete Place Properties
    - Request from Trumpet Capital Corporation
6. Other matters