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Our File No.: 64406-1

August 21, 2009

Via E-Mail

Ms. Lisa Whetter
Concrete Equities Investors Steering Committee
6720 - 23 Avenue NE
Calgary, AB T1Y 1V4

Dear Ms. Whetter:

Re: Concrete Equities

Very late on Thursday we were served with voluminous materials in support of an application returnable this morning by the receiver/monitor for an Injunction freezing the condominium purchased by Mr. and Mrs. Humeniuk in Puerto Vallarta, allegedly using funds of over \$1,000,000.00 from the El Golfo subscription proceeds. By the time you receive this email, the Order sought will likely have been granted. I attach for your interest copies of the receivers lawyers original transmittal letter, of the proposed Statement of Claim, of the text portion of Vincenzo De Palma's Affidavit sworn in support of the motion, of the form of Order sought and of my letter of today's date to the solicitor in reply.

As you know, I am out of the office until August 31, but will be pleased to speak with you further regarding this interesting development upon my return.

Yours truly,

BENNETT JONES LLP

Marie Reynolds

Signed in the writers absence

BS B. C. Yorke-Slader

BCYS/cm
Enclosures

Barristers & Solicitors
Patent & Trade-mark Agents

McCarthy Tétrault

McCarthy Tétrault LLP
Suite 3300, 421-7th Avenue S.W.
Calgary AB T2P 4K9
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August 20, 2009

VIA COURIER

Davis LLP
1000, 250-2nd Street S.W.
Calgary, Alberta T2P 0C1

Bennett Jones LLP
4500, 855-2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: **Larry B. Robinson, Q.C.**

Attention: **Blair Yorke-Slader**

Dear Sirs:

**Re: In the Matter of Concrete Equities Inc.
El Golfo Investment Corporation v. David Humeniuk and Elizabeth Humeniuk
Application for Mareva Injunction**

Please find enclosed courtesy copies of the following documents with respect to an application to be made before Madam Justice Romaine at 11:00 a.m. on Friday, August 21, 2009:

1. Unfiled Statement of Claim;
2. Affidavit of Vincenzo De Palma;
3. Bench Brief; and
4. Proposed form of Order.

We were made aware of this matter two days ago and are therefore moving for the relief as indicated.

Yours very truly,

McCarthy Tétrault LLP

Per: 

Renee Reichelt
RVR/sms
Enclosures

125264-414327
DOCS #614578 v. 1

Vancouver, Calgary, London, Toronto, Ottawa, Montréal, Québec and London, England

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

B E T W E E N:

EL GOLFO INVESTMENT CORPORATION by its receiver and
manager, ERNST & YOUNG INC.

Plaintiff

-and-

DAVID HUMENIUK and ELIZABETH HUMENIUK

Defendants

STATEMENT OF CLAIM

The Parties

1. El Golfo Investment Corporation ("**El Golfo**") is a corporation incorporated pursuant to the laws of Alberta with a registered office in Calgary, Alberta.
2. Pursuant to an Order of the Court of Queen's Bench, Judicial District of Calgary in Action No. 0901-11048 granted on July 29, 2009 (the "**Receivership Order**"), Ernst & Young Inc. was appointed the receiver and manager (the "**Receiver**") of all of the current and future assets, undertakings and property and of every kind and nature of El Golfo with the power to initiate the prosecution of all proceedings with respect to El Golfo and its properties.
3. The Defendants, David and Elizabeth Humeniuk, as far as is known to the Receiver, reside in the City of Calgary, in the Province of Alberta.
4. The Defendant, David Humeniuk, is a director and owner of approximately 50% of the voting shares of El Golfo.

Background

5. On June 4, 2007, Santa Clara Real Estate Investment Fund Limited Partnership (the "LP") was formed for the purposes of making investments and holding, developing or selling land to be developed into the "**Santa Clara Project**" in Mexico.
6. Pursuant to the Limited Partnership Agreement ("**LP Agreement**"), El Golfo is the General Partner of the LP.
7. The material terms of the LP Agreement, *inter alia*, are:
 - (a) the authority and power is vested in the General Partner to manage, control and operate the business and affairs of the LP, including all authority necessary or incidental to carry out the objects, purposes and business of the LP;
 - (b) the General Partner has the power and authority to open and operate bank accounts for the LP and designate from time to time the signatories to such accounts, and to execute loan and credit agreements on behalf of the LP;
 - (c) the General Partner shall not commingle any other funds with the funds of the LP;
 - (d) Title to the assets of the LP shall be held in the name of the General Partner;
 - (e) the General Partner shall not take any action with respect to the property of the LP which is not for the benefit of the LP, provided that any loss of the LP and all documentation in support thereof shall specifically be deemed to be for the benefit of the LP;
 - (f) the General Partner is accountable to the LP as a fiduciary and consequently must exercise good faith and integrity in managing the business of the LP and act in the utmost fairness towards the LP;
 - (g) the General Partner has the sole power and exclusive authority to manage the business affairs of the LP, to make all decisions regarding the business of the LP and to bind the LP; and

(h) the General Partner is to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the LP and shall exercise a degree of care, diligence and skill that a reasonably prudent manager of a partnership would exercise in similar circumstances.

8. The Defendant, David Humeniuk, at all material times, was the President and director of the General Partner.

9. The Defendant, David Humeniuk's roles and responsibilities in relation to El Golfo and the LP were to:

- (a) produce and provide necessary documents under securities legislation;
- (b) arrange the acquisition of properties for and on behalf of the LP ("**Properties**");
- (c) organize and monitor development of the Properties;
- (d) complete the accounting for the Properties;
- (e) arrange refinancing or mortgages in relation to the Properties, if required;
- (f) produce financial documents, including audited financial statements pursuant to the LP Agreement;
- (g) manage the movement of funds to and from accounts, and perform all treasury functions including directions and control over all bank accounts;
- (h) arrange for annual general meetings in accordance with the LP Agreement; and

such other duties and responsibilities that related to the general and financial administration of the General Partner and the LP (collectively, the "**Humeniuk Duties**").

10. Funds were raised for the Santa Clara Project from private investors to be held in trust by El Golfo in trust account # 526390103616 at the Bank of Nova Scotia branch #52639 ("**El Golfo Trust Account**") as General Partner through a May 26, 2008 Offering Memorandum, among other offerings, that offered partnership units in the LP ("**LP Units**") at a price of \$10,000.00 per unit.

Approximately 2400 units were sold for a total of \$24 million. Attached hereto as Exhibit "D" is a copy of the May 26, 2008 Offering Memorandum.

11. Pursuant to the Offering Memorandum, the funds raised from the sale of the LP Units were to be used by the General Partner on behalf of the LP to acquire and develop two parcels of beachfront property in the northeast corner of the Sea of Cortez in the State of Sonora, Mexico (the "Property"), create a master plan for the Property, create infrastructure and sell portions of the Property to generate a return for LP Unit holders and finance the next phase of the Santa Clara Project.

The Purchase of the Mexican Condominium

12. On or about August 17, 2007, the Defendants, David and Elizabeth Humeniuk entered into an Offer to Purchase Agreement ("Purchase Agreement") to purchase from Daniel and Sandra Scott ("Vendors") the property described as:

Condominio La Cima 111
Trolongacion Paseo de Las Conchinas Chinas #179
Departmental 11-A, Colonia Amapas
Puerto Vallarta
Jalisco, Mexico

(the "Mexican Condominium")

13. The Purchase Agreement was entered into by David and Elizabeth Humeniuk in their personal capacities.

14. The purchase price for the Mexican Condominium was US\$1,050,000 to be paid by way of non-refundable deposit (the "Deposit") of US\$100,000 to the Vendors' account #10020 016 775105070 at HSBC Bank Canada in Vancouver, British Columbia ("Vendors' Account") with the balance due on November 28, 2007.

15. On or about August 17, 2007, the Defendants caused the transfer of \$100,106.00 to be transferred from the El Golfo Trust Account to the Vendors' Account on account of the Deposit.

16. On or about October 30, 2007, the Defendants caused the transfer of \$912,106.00 (the “**Balance**”, collectively with the Deposit, the “**Purchase Funds**”) from the El Golfo Trust Account to the Vendors’ Account.
17. On or about December 11, 2007, the Defendants caused the transfer of \$5,000.00 (“**December 11 Transfer**”) from the El Golfo Trust Account to Kelly Douglas Nelson of Puerto Vallarta, Mexico (“**Nelson**”) for Mexican Condominium expenses.
18. On or about January 11, 2008, the Defendants caused the transfer of \$2,530.07 (“**January 11 Transfer**”) from the El Golfo Trust Account to Nelson for Mexican Condominium expenses.
19. On or about April 22, 2008, the Defendants caused the transfer of \$10,308.00 (“**April 22 Transfer**”, collectively with the December 11 Transfer and the January 11 Transfer, the “**Condo Fees**”) from the El Golfo Trust Account to Nelson for Mexican Condominium expenses.
20. Collectively the Condo Fees and the Purchase Funds shall herein be referred to as the “**Trust Funds**”.
21. Since the granting of the Receivership Order, the Receiver discovered that the Respondents had purchased the Mexican Condominium and paid for expenses related thereto with funds from the El Golfo Trust Account.

The Defendants’ Wrongful Conduct

22. David Humeniuk, in breach of the terms of the LP Agreement, caused funds of the LP to be dealt with in a manner that was not for the benefit of the LP by transferring the Trust Funds from the El Golfo Trust Account to the Vendors to acquire and maintain the Mexican Condominium for the personal benefit of the Defendants and not for the benefit of the LP.
23. Without juridical reason, the Defendants caused the transfer of the Trust Funds being held in trust for the LP from the El Golfo Trust Account to purchase and maintain the Mexican Condominium in their personal capacity.
24. In addition, or in the alternative, the Defendants met, planned and conspired to knowingly made use of the funds held in trust of the LP in a manner calculated to cause injury to El Golfo. As a

result, the Defendants have committed acts of which have caused damages to El Golfo, as further particularized below.

25. In addition, or in the alternative, the Receiver states that the Defendants' hold the Trust Funds and the Mexican Condominium in trust for the benefit of El Golfo and that the Defendants have perpetrated a breach of trust.

26. In the further alternative, Elizabeth Humeniuk participated in and had actual knowledge of, or in the alternative was reckless or wilfully blind to, David Humeniuk's breach of trust.

27. In addition, or in the alternative, the Defendants have been unjustly enriched to the detriment of El Golfo without juridical reason and El Golfo is entitled to restitution on a *quantum meruit* basis of the value of the Trust Funds and the amount of all profits the Defendants have earned as a result of improperly using the Trust Funds.

28. In addition and in the alternative, the Defendants David Humeniuk and Elizabeth Humeniuk individually and collectively, knowingly assisted, with the knowledge of the wrongful conduct, in a breach of trust against El Golfo.

29. In addition and in the alternative, the Defendants David Humeniuk and Elizabeth Humeniuk individually and collectively, received the Trust Funds, for their own use and benefit with the actual knowledge, wilful blindness to the obvious, without making reasonable inquiry or with knowledge of the circumstances that would reasonably cause inquiry into the nature of the funds received or a breach of trust.

30. As a result of the Defendants' wrongful conduct, El Golfo has suffered damages in the amount of \$1,030,050.07, plus interest and costs.

31. El Golfo pleads and relies on the *Judgement Interest Act*, R.S.A. 2000 c. J-1, the *Judicature Act*, R.S.A. c. J-2, *Civil Enforcement Act*, R.S.A. 2000, C. c-15, as amended, the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended, and the *Alberta Rules of Court*, Alta. Reg. 390/1968.

32. The Plaintiff does not anticipate the length of this trial will exceed 25 days.

33. The Plaintiff proposes that the trial of this action shall be heard at the Court House, in the City of Calgary, in the Province of Alberta.

WHEREFORE THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS JOINTLY AND SEVERALLY:

- (a) Judgement in the amount of \$1,030,050.07, together with interest thereon until payment in full;
- (b) An order, pursuant to the *Civil Enforcement Act*, R.S.A. 2000, C. c-15, s. 17, that all exigible property of the Defendants located in Alberta be attached;
- (c) An order in the nature of a world-wide *Mareva* injunction enjoining the Defendants from encumbering, transferring, selling, assigning, or otherwise dealing with any of their property, or alternatively the Mexican Condominium, until further order of the Court;
- (d) An accounting and tracing for all funds transferred by the Defendants from the El Golfo Trust Account, including a detailed description of the funds received, a detailed description of any profits earned on such funds and the return of such funds plus any profits earned;
- (e) An Order requiring the Defendants, and any other person who received any portion of the Purchase Funds, to disgorge such portion of the Purchase Funds as they received;
- (f) A declaration that all amounts described in subparagraph (b) above are impressed with, and being held by the Defendants under a constructive or resulting trust in favour of El Golfo;
- (g) An Order directing the Defendants to pay all amounts described in subparagraphs (b) and (c) above to the Receiver;
- (h) In the alternative, immediate sale to El Golfo or otherwise, or foreclosure and in either case, possession of the Mexican Condominium;

- (i) In the event that there is any deficiency in the amount payable or deemed to be available for satisfaction of El Golfo's claim hereunder following sale and possession of the Mexican Condominium, judgment against the Defendants for the amount of such deficiency as determined by this Honourable Court, together with interest, until payment in full, at such rate as the Court shall order;
- (j) Costs on a solicitor and his own client basis;
- (k) Such further and other relief as this Honourable Court deems just.

DATED at the City of Calgary, in the Province of Alberta, this _____ day of August, 2009,
AND DELIVERED by **McCARTHY TÉTRAULT LLP**, Barristers and Solicitors, Solicitors for the Plaintiff herein whose address for service is in care of the said Solicitors at 3300, 421 – 7th Avenue SW, Calgary Alberta T2P 4K9,.

ISSUED out of the office of the Clerk of the Court of Queen's Bench of Alberta, Judicial District of Calgary, this _____ day of August, 2009.

Clerk of the Court

To the Defendants:

DAVID HUMENIUK and ELIZABETH HUMENIUK

You have been sued. You are the Defendants. You have only **fifteen (15) days** to file and serve a Statement of Defence or Demand of Notice. You or your lawyer must file your Statement of Defence or Demand of Notice in the Office of the Clerk of the Court of Queen's Bench in Calgary, Alberta. You or your lawyer must also leave a copy of your Statement of Defence or Demand of Notice at the address for service for the Plaintiff named in this Statement of Claim.

WARNING: If you do not do both things within **fifteen (15) days**, you may automatically lose the law suit. The Plaintiff may get a Court Judgement against you if you do not file, or do not give a copy to the Plaintiff, or do either thing late.

No.

A.D. 2009

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

B E T W E E N:

EL GOLFO INVESTMENT
CORPORATION by its receiver and
manager, ERNST & YOUNG INC.

Plaintiff

- and -

DAVID HUMENIUK and ELIZABETH
HUMENIUK

Defendants

STATEMENT OF CLAIM

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Suite 3300, 421-7th Avenue S.W.
Calgary AB T2P 4K9

Sean Collins/Renee Reichelt
Phone: (403) 260-3531/3630
Fax: (403) 260-3501

File No. 125264-414327

Deponent: Vincenzo De Palma
Sworn: August 19, 2009

Action No. 0901 –

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

BETWEEN:

EL GOLFO INVESTMENT CORPORATION by its receiver and
manager, ERNST & YOUNG INC.

Plaintiff

-and-

DAVID HUMENIUK and ELIZABETH HUMENIUK

Defendants

AFFIDAVIT OF VINCENZO DE PALMA

I, Vincenzo De Palma, of the City of Calgary in the Province of Alberta, business person MAKE
OATH AND SAY:

1. I have been involved as a director and officer in a related group of companies that comprised a commercial and recreational real estate investment business that was marketed as an investment vehicle commonly known as "**Concrete Equities**".
2. Concrete Equities was formed by David Jones, Vinny Aurora and David Humeniuk with the typical structure of a general partner operating a limited partnership in which investment units were sold to finance the acquisition of real estate.
3. As a result of the failure by David Humeniuk to fulfill the Humeniuk Duties, as defined herein, Concrete Equities was unable to properly track revenue, liabilities and investments and were therefore unable to meet their obligations as they became due.

4. Pursuant to an Order of the Court of Queen's Bench, Judicial District of Calgary in Action No. 0901-11048 granted on July 29, 2009 (the "**Receivership Order**") the Management Committee, chaired by Ernst & Young Inc. (the "**Receiver**"), was established that is responsible for the management and direction of a number of entities that are part of Concrete Equities, including El Golfo Investment Corporation ("**El Golfo**") as general partner of Santa Clara Real Estate Investment Fund Limited Partnership (the "**LP**") and as a member of the Management Committee I have personal knowledge of the matters hereinafter deposed except where otherwise stated to be based on information or believed, and where so stated, I believe the same to be true.
5. I have been authorized by the Receiver to swear this Affidavit in support of the within application.
6. The Defendants, David and Elizabeth Humeniuk (collectively, the "**Humeniuks**"), married, have been personally known to me for 3 years.
7. The Humeniuks reside at 220 Hawkhill Place NW, Calgary, Alberta.
8. On June 4, 2007, El Golfo was incorporated pursuant to the laws of Alberta. Attached hereto as Exhibit "A" is the Alberta Corporate Search result for El Golfo.
9. On June 4, 2007, the LP was formed for the purposes of making investments and holding, developing or selling land to be developed into a beachfront resort community in Mexico (the "**Santa Clara Project**") in connection with other Concrete Equities entities. Attached hereto as Exhibit "B" is the Alberta Partnership Search result for the LP.
10. Pursuant to the Limited Partnership Agreement dated June 4, 2007 (the "**LP Agreement**"), El Golfo is the General Partner of the LP. Attached hereto as Exhibit "C" is a true copy of the LP Agreement.
11. From June 4, 2007 until December 24, 2008, David Humeniuk was the President and director of El Golfo.
12. David Humeniuk's roles and responsibilities in relation to El Golfo and the LP were to:
 - (a) produce and provide necessary documents under securities legislation;

- (b) arrange the acquisition of properties for and on behalf of the LP ("**Properties**");
- (c) organize and monitor development of the Properties;
- (d) complete the accounting for the Properties;
- (e) arrange refinancing or mortgages in relation to the Properties, if required;
- (f) produce financial documents, including audited financial statements pursuant to the LP Agreement;
- (g) manage the movement of funds to and from accounts, and perform all treasury functions including directions and control over all bank accounts;
- (h) arrange for annual general meetings in accordance with the LP Agreement; and

such other duties and responsibilities that related to the general and financial administration of El Golfo and the LP (collectively, the "**Humeniuk Duties**").

13. Funds were raised for the Santa Clara Project from private investors to be held in trust by El Golfo in trust account # 526390103616 at the Bank of Nova Scotia branch #52639 ("**El Golfo Trust Account**") as General Partner through a May 26, 2008 Offering Memorandum, among other offerings, that offered partnership units in the LP ("**LP Units**") at a price of \$10,000.00 per unit. Approximately 2400 units were sold for a total of \$24 million. Attached hereto as Exhibit "**D**" is a copy of the May 26, 2008 Offering Memorandum.

14. It has become known to me that on or about August 17, 2007, the Humeniuks entered into an Offer to Purchase Agreement ("**Purchase Agreement**") to purchase from Daniel and Sandra Scott ("**Vendors**") the property described as:

Condominio La Cima 111
Trolongacion Paseo de Las Conchinas Chinas #179
Departmental 11-A, Colonia Amapas
Puerto Vallarta
Jalisco, Mexico

(the "**Mexican Condominium**")

Attached hereto as Exhibit "E" is a copy of the Purchase Agreement for the Mexican Condominium.

15. The Purchase Agreement was entered into by David and Elizabeth Humeniuk in their personal capacities.

16. The purchase price for the Mexican Condominium was US\$1,050,000 to be paid by way of non-refundable deposit (the "**Deposit**") of US\$100,000 to the Vendors' account #10020 016 775105070 at HSBC Bank Canada in Vancouver, British Columbia ("**Vendors' Account**") with the balance due on November 28, 2007.

17. On or about August 17, 2007, the Humeniuks caused the transfer of \$100,106.00 to be transferred from the El Golfo Trust Account to the Vendors' Account on account of the Deposit. Attached hereto as Exhibit "F" is a copy of the wire transfer request, confirmation of transfer and account statement evidencing the withdraw of the Deposit.

18. On or about October 30, 2007, the Humeniuks caused the transfer of \$912,106.00 (the "**Balance**", collectively with the Deposit, the "**Purchase Funds**") to be transferred from the El Golfo Trust Account to the Vendors' Account. Attached hereto as Exhibit "G" is a copy of the wire transfer request, confirmation of transfer and account statement evidencing the withdraw of the Balance.

19. On December 24, 2008, as a result of David Humeniuk's failure to properly carry out the Humeniuk Duties the El Golfo board of directors removed David Humeniuk from the board of directors.

20. At a date unknown to me, David Humeniuk represented to Canadian Western Bank that he, together with Elizabeth Humeniuk, owned the Mexican Condominium in their personal capacities. Attached hereto as Exhibit "H" is a copy of the Personal Financial Statement prepared by David Humeniuk for Canadian Western Bank.

21. On the basis of my review of the documentation as set out in this my Affidavit, I verily believe that the Defendants have improperly utilized funds from the El Golfo Trust Account to purchase, for their own account, the Mexican Condominium. I verily believe that it is important and critical to the protection of the investors in the LP that the Defendants, who are in the jurisdiction of this Court, be specifically enjoined from, in any way, dealing with or disposing of any interest in the

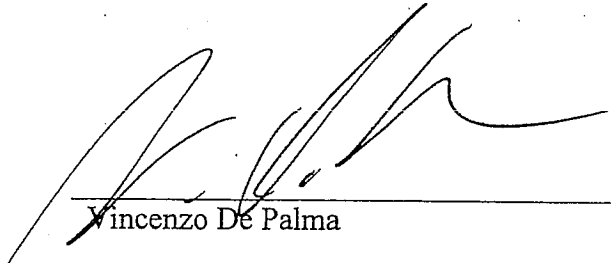
Mexican Condominium and that this Honourable Court specifically seek the assistance of the courts of Mexico to enforce this order *in rem* against the Mexican Condominium.

22. I am not aware of any agreement or any reason that would entitle the Humeniuks to the Purchase Funds from the El Golfo Trust Account or the purchase of the Mexican Condominium in their personal capacity utilizing the trust funds in the El Golfo Trust Account.

23. I make this Affidavit in support of an attachment order and injunction application to be granted by the Court of Queen's Bench of Alberta.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta, this)
19 day of August, 2009.)


A COMMISSIONER FOR OATHS in and
for the Province of Alberta


Vincenzo De Palma

Wilson J. Acton
Barrister & Solicitor

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

BETWEEN:

EL GOLFO INVESTMENT CORPORATION by its receiver and
manager ERNST & YOUNG INC.

Plaintiff

-and-

DAVID HUMENIUK and ELIZABETH HUMENIUK

Defendants

BEFORE JUSTICE B.E.C. ROMAINE IN) At the Court House in the City of Calgary, in the
CHAMBERS) Province of Alberta on Friday, the 21th day of
) August, 2009

EX PARTE ORDER

UPON THE *EX PARTE* APPLICATION of Ernst & Young Inc. as receiver and manager of El Golfo Investment Corporation; AND UPON READING the Affidavit of Vincenzo De Palma, filed; AND UPON HEARING the submissions of Counsel for the Applicant;

IT IS HEREBY ORDERED AND DECLARED THAT:

INJUNCTION

1. David Humeniuk and Elizabeth Humeniuk (the "**Humeniuks**"), and any person who is shown a copy of this Order (except the Receiver) is prohibited from having any dealings with the property described as

Condominio La Cima 111
Trolongacion Paseo de Las Conchinas Chinas #179
Departmental 11-A, Colonia Amapas
Puerto Vallarta
Jalisco, Mexico

(the "**Mexican Condominium**")

and without in any way limited the generality of the foregoing, each of the Humeniuks are prohibited from selling, transferring, assigning, mortgaging, hypothecating, pledging, granting a security interest in, the Mexican Condominium.

AID AND RECOGNITION OF OTHER COURTS

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

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

COSTS

4. The Applicant shall have their costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis.

VARIANCE

5. Any interested party may apply to this Court to vary or amend this Order on not less than 2 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

ENTERED this _____ day of August, 2009.

Clerk of the Court

No. 0901-

A.D. 2009

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

B E T W E E N:

EL GOLFO INVESTMENT
CORPORATION by its receiver and
manager ERNST & YOUNG INC.

Plaintiff

- and -

DAVID HUMENIUK and ELIZABETH
HUMENIUK

Defendants

ORDER

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Suite 3300, 421-7th Avenue S.W.
Calgary AB T2P 4K9

Sean Collins/Renee Reichelt
Phone: (403) 260-3531/3630
Fax: (403) 260-3501

File No. 125264-414327

COPY

B. C. Yorke-Slader
Direct Line: 403.298.3291
e-mail: yorkesladerb@bennettjones.com
Our File No.: 64406-1

August 21, 2009

Via Email (rreichelt@mccarthy.ca)

Ms. Renee Reichelt
McCarthy Tétrault LLP
Suite 3300, 421 - 7th Avenue S.W.
Calgary, AB T2P 4K9

Dear Ms. Reichelt:

Re: Concrete Equities Inc.

Thank you for your letter of August 20, 2009. I am out of town today, and thus will not be appearing on your motion; in any event, I take no position.

I look forward to your advice as to when you will be bringing companion motions in respect of other assets of the Concrete Equities principals.

Yours truly,

BENNETT JONES LLP

B. C. Yorke-Slader

BCYS/cm