

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

ALBERTA TREASURY BRANCHES

Plaintiff

- and -

**CHOCOLATERIE BERNARD CALLEBAUT PARTNERSHIP, by its Managing Partner,
CHOCOLATERIE BERNARD CALLEBAUT LTD., 1013988 ALBERTA LTD.,
CHOCOLATERIE BERNARD CALLEBAUT LTD., 1054796 ALBERTA LTD.,
BERNARD CALLEBAUT and FRANCESCA CALLEBAUT**

Defendants

NOTICE OF MOTION

TAKE NOTICE that an application will be made on behalf of Deloitte & Touche Inc., the court-appointed receiver and manager (the "**Receiver**") of Chocolaterie Bernard Callebaut Partnership, Chocolaterie Bernard Callebaut Ltd., 1013988 Alberta Ltd. and 1054796 Alberta Ltd. ("**105**") (collectively referred to as "**Callebaut**") before the Honourable Madam Justice B.E.C. Romaine in Chambers at the Calgary Court Centre, 601-5th Street SW, in the City of Calgary, in the Province of Alberta, on Tuesday, the 19th day of October, 2010, at the hour of quarter past one o'clock in the afternoon or so soon thereafter as counsel may be heard for an Order seeking the following relief:

1. Abridging the time for service of this application and declaring that this motion is properly returnable today, if necessary, and further service of the notice of motion, other than to those listed on the Service List attached to the Notice of Motion as Schedule "A", is hereby dispensed with;
2. Approving the sale of the property and purchased assets (the "**Property**") more particularly described in the draft Sale Approval and Vesting Order which is attached hereto as Schedule "B" from 105 to Murray Atkins (the "**Purchaser**") on the terms set forth in the offer to purchase and agreement of purchase and sale dated October 1, 2010,

and in accordance with sub-paragraphs 3(k) and 3(l) of the Consent Receivership Order granted on August 3, 2010 by the Honourable Madam Justice E.A. Hughes (the “**Receivership Order**”) in these proceedings;

3. Vesting in the Purchaser all of 105’s right title and interest, free and clear of all liens and encumbrances (except the Permitted Encumbrances as defined in the draft Sale Approval and Vesting Order), in and to the Property;
4. Sealing on the court file until further order, the Confidential Supplement to the First Report of the Receiver dated October 15, 2010, (the “**First Confidential Report**”); and
5. Such further and other relief as this Honourable Court deems just.

AND FURTHER TAKE NOTICE THAT the grounds of this application are as follows:

- (a) on August 3, 2010 the Receiver, pursuant to the Receivership Order was appointed by the Court as receiver and manager over all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof of Callebaut, including the Property;
- (b) sub-paragraph 3(k) of the Receivership Order authorized the Receiver to market any or all of the Property, including advertising and soliciting offers and negotiating such terms and conditions of sale as the Receiver deems appropriate;
- (c) the Receivership Order in sub-paragraph 3(l) authorized the Receiver to, among other things, sell the Property out of the ordinary course of business with the approval of the Court where the purchase price exceeds \$100,000;
- (d) on September 15, 2010, the Receiver received a marketing update provided by Barry Commercial Real Estate (“**Barry**”) in respect of the steps undertaken to market the Property for the past 14 months. During this prolonged marketing process, which included marketing by Barry of signage, monthly email campaigns, public listing, direct contact/cold calling and an unpriced bid

submission process, Barry only received one viable offer. After the appointment of the Receiver, Barry brought that offer to the attention of the Receiver;

- (e) an appraisal of the Property, as of August 26, 2010, was completed by Cushman & Wakefield Ltd. and is attached as Schedule “2” to the First Confidential Report;
- (f) subsequently the Receiver entered into negotiations with Marri Properties Ltd. (“**Marri**”) for the purchase of the Property. Prior to finalizing an offer to purchase with Marri, the Receiver received another offer (the “**Atkins Offer**”) from Mr. Murray Atkins (“**Atkins**”);
- (g) As the two offers were very similar the Receiver had Marri and Atkins re-tender their offers as sealed bids;
- (h) Ultimately, Atkins was the successful offeror on October 1, 2010. The purchaser originally listed on the Atkins Offer was 1170341 Alberta ltd. (“**117**”), a company owned by a related party to Atkins. The Atkins Offer was later assigned by 117 to Mr. Atkins in his personal capacity;
- (i) The Atkins Offer is attached to and more fully described in the First Confidential Report;
- (j) the purchase price in the Atkins Offer represents the best realizable value that could reasonably be obtained for the Property in the present circumstances; and
- (k) there is a need to ensure that the Confidential Information is not made public because it may detrimentally affect the Receiver’s ability to re-market the property should the sale to Atkins not close for any reason.

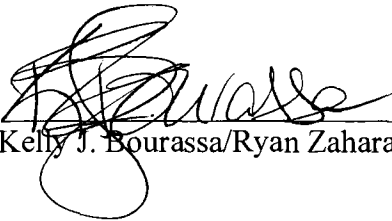
AND FURTHER TAKE NOTICE THAT the Applicant will refer to the following:

- (a) the First Report of the Receiver, dated October 14, 2010, filed;
- (b) the Confidential Supplement to the First Report of the Receiver, dated October 15, 2010;

- (c) the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended;
- (d) the *Alberta Rules of Court*; and
- (e) such further and other materials as counsel for the Receiver may advise and this Honourable Court may permit.

DATED at the City of Calgary, in the Province of Alberta, this 14th day of October, 2010.

BLAKE, CASSELS & GRAYDON LLP

Per: 
Kelly J. Bourassa/Ryan Zahara

TO: Clerk of the Court

AND TO: Service List - see attached Schedule "A"

Schedule "A"

Action No. 1001-11456

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

BETWEEN:

ALBERTA TREASURY BRANCHES

Plaintiff

- and -

**CHOCOLATERIE BERNARD CALLEBAUT PARTNERSHIP, by its Managing Parter,
CHOCOLATERIE BERNARD CALLEBAUT LTD., 1013988 ALBERTA LTD.,
CHOCOLATERIE BERNARD CALLEBAUT LTD., 1054796 ALBERTA LTD.,
BERNARD CALLEBAUT and FRANCESCA CALLEBAUT**

Defendants

SERVICE LIST

<i>Counsel</i>	<i>Telephone</i>	<i>Fax</i>	<i>Counsel For</i>
DELOITTE & TOUCHE LLP 3000 Scotia Centre 700 - 2nd Street S.W Calgary AB T2P 0S7 VICTOR P. KROEGER E-mail: vkroeger@deloitte.ca VANESSA GRANT E-mail: vgrant@deloitte.ca	(403) 267-0609 (403) 298-5955	(403) 260-4060	Court-appointed Receiver
BLAKE, CASSELS & GRAYDON LLP 3500 East Tower, Bankers Hall 855 - 2 nd Street S.W. Calgary, AB T2P 4J8 KELLY J. BOURASSA E-mail: kelly.bourassa@blakes.com MATTHEW SIMPSON E-mail: matthew.simpson@blakes.com	(403) 260-9697 (403) 260-9749	(403) 260-9700	Receiver
DAVIS LLP Livingston Place 1000 - 250 2nd Street S.W. Calgary AB T2P 0C1 LARRY B. ROBINSON Q.C. E-mail: lbrobinson@davis.ca	(403) 698-8715	(403) 697-6609	Alberta Treasury Branches

<p>ANDREW T. LLOYD E-mail: alloyd@davis.ca</p>	<p>(403) 698-8786</p>		
<p>BURNET, DUCKWORTH & PALMER LLP First Canadian Centre 1400, 350 7th Avenue SW Calgary, AB T2P 3N9</p> <p>GRANT VOGELI E-mail: lgyv@bdplaw.com</p> <p>DOUGLAS NISHIMURA E-mail: dsn@bdplaw.com</p>	<p>(403) 260-0171</p> <p>(403) 260-0269</p>	<p>(403) 260-0332</p>	<p>Chocolaterie Bernard Callebaut Partnership, by its Managing Partner, Chocolaterie Bernard Callebaut Ltd. 103988 Alberta Ltd. Chocolaterie Bernard Callebaut Ltd. 1054796 Alberta Ltd. Bernard Callebaut Francesca Callebaut</p>
<p>GOWLING LAFLEUR HENDERSON LLP 1400, 700 – 2 Street S.W. Calgary, AB T2P 4V5</p> <p>CRAIG McMAHON E-mail: Craig.McMahon@gowlings.com</p>	<p>(403) 298-1874</p>	<p>(403) 695-3584</p>	<p>Invesco Mortgage</p>
<p>LIRENMAN PETERSON 300 Notre Dame Place 255 - 17th Ave. S.W. Calgary AB T2S 2T8</p> <p>DANIEL PETERSON, Q.C. E-mail: dpeterson@lirenmanpeterson.com</p>	<p>(403) 245-0111</p>	<p>(403) 245-0115</p>	<p>B. Finnigan & Associates Ltd.</p>
<p>TINGLEMERRETT LLP 1250, 639 – 5th Ave. S.W. Calgary, AB T2P 0M9</p> <p>DOUG ALLISON E-mail: dallison@tinglemerrett.com</p>	<p>(403) 571-8000</p>	<p>(403) 571-8008</p>	<p>Murray Atkins and 1170341 Alberta Ltd.</p>
<p>A. CHARLES RUFF Barrister and Solicitor #200, 683 – 10th Street S.W. Calgary, AB T2P 5G3</p> <p>CHARLES RUFF E-mail: charlesrufflawyer@shaw.ca</p>	<p>(403) 230-0999</p>	<p>(403) 230-0991</p>	<p>Marri Properties Ltd.</p>

Schedule "B"

Action No.: 1001-11456

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

BETWEEN:

ALBERTA TREASURY BRANCHES

Plaintiff

- and -

**CHOCOLATERIE BERNARD CALLEBAUT PARTNERSHIP, by its Managing Partner,
CHOCOLATERIE BERNARD CALLEBAUT LTD., 1013988 ALBERTA LTD.,
CHOCOLATERIE BERNARD CALLEBAUT LTD., 1054796 ALBERTA LTD.,
BERNARD CALLEBAUT and FRANCESCA CALLEBAUT**

Defendants

BEFORE THE HONOURABLE) At the Calgary Courts Centre in the City of
B.E.C. ROMAINE) Calgary, in the Province of Alberta, on
IN CHAMBERS) Tuesday, the 19th day of October, 2010.

SALE APPROVAL AND VESTING ORDER

UPON the application of Deloitte & Touche Inc., the court-appointed receiver and manager (the "**Receiver**") of Chocolaterie Bernard Callebaut Partnership, Chocolaterie Bernard Callebaut Ltd., 1013988 Alberta Ltd. and 1054796 Alberta Ltd. ("**105**") (collectively hereinafter referred to as "**Callebaut**"); **AND UPON** reading the First Report of the Receiver dated October 14, 2010 (the "**First Report**"), filed, and the Confidential Supplement to the Receiver's First Report (the "**First Confidential Report**") of the Receiver dated October 15, 2010 and the Affidavit of Service of _____, filed; **AND UPON** hearing counsel for the Receiver, counsel for Murray Atkins and 1170341 Alberta Ltd. (collectively, the "**Purchaser**"), counsel for the Plaintiff and counsel for other interested parties; **AND UPON** it appearing that the Offer (as defined below) represents the best realizable value for the Property (as defined below) in the present circumstances; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of the Notice of Motion dated October 14, 2010 (the “**Notice of Motion**”) and materials in support thereof be and is hereby abridged to the date of actual service and that service be and is hereby approved, the application is properly returnable today and all parties entitled to notice of this motion, and those listed on the service list (the “**Service List**”) attached to the Notice of Motion, have been properly served and further service is hereby dispensed with.
2. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Consent Receivership Order granted August 3, 2010 by the Honourable Madame Justice A. Hughes (the “**Receivership Order**”).
3. The October 1, 2010 agreement of purchase and sale (the “**Sale Agreement**”) to purchase the property and purchased assets described in Schedule “A” to this Order (collectively, the “**Property**”) and the transaction(s) contemplated therein (the “**Transaction**”) pursuant to which the Purchaser has agreed to purchase from the Receiver all of 105’s right, title and interest in the Property, be and is hereby approved.
4. Approval is hereby granted to the Receiver and the Receiver is hereby authorized and directed to proceed with the Transaction and in particular, the sale by the Receiver to the Purchaser of all of 105’s right, title and interest in and to the Property, and to take all steps necessary to complete the Transaction and, for greater certainty the sale of the Property is also approved pursuant to paragraph 3(1) of the Receivership Order.
5. Upon the closing of the Transaction and delivery of a receiver’s certificate to the Purchaser, substantially in the form attached as Schedule “C” hereto (the “**Receiver’s Certificate**”), all of the right, title, and interest of 105, and any parties claiming through it in and to the Property will be extinguished and all of 105’s right, title and interest in and to the Property, including the legal and beneficial ownership of title to the Property, shall vest absolutely and forever in the Purchaser, free and clear of and from any and all estate, right, title, interest, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances, or other rights, limitations or restrictions of any nature whatsoever, or any other contractual, financial or monetary

claims of any nature whatsoever, whether or not any of the foregoing have attached or been perfected, registered or filed, and whether secured, unsecured or otherwise (collectively, the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances except for the encumbrances set out in Schedule “B” hereto (the “**Permitted Encumbrances**”), affecting or relating to 105’s right, title and interest in the Property are hereby expunged and discharged as against the Property.

6. The Receiver is hereby ordered and directed to file with the Court a copy of the Receiver’s Certificate forthwith after delivery thereof.
7. The sale process utilized by the Receiver was conducted in a fair and commercially reasonable manner and the purchase price represents the best possible and realizable value for the Property in the present circumstances.
8. The Registrar of the Alberta land Titles Office be and is hereby authorized and directed to cancel the existing certificate of title to the Real Property and to issue a new certificate of title in the name of Murray Atkins or its permitted assignee, free and clear of all Encumbrances, whether registered before or after the date of this Order, subject only to the Permitted Encumbrances.
9. The cancellation of title and issuance of new title and discharge of instruments as set out in paragraph 8 shall be registered notwithstanding the requirements of section 191(1) of the *Land Titles Act*, R.S.A. 2000, c. L-4.
10. All of the interest, right, title, estate and equity of redemption of 105 and any persons claiming by, through or under 105 or the Receiver in and to the Property, will upon the closing of the transactions contemplated in the Sale Agreement, be fully and finally extinguished.
11. Notwithstanding the pendency of these proceedings and the provisions of any federal or provincial statutes neither the Sale Agreement nor the Transaction contemplated thereby will be void or voidable at the instance of creditors and claimants and do not constitute nor shall they be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. In completing the Transaction subject to the terms and conditions of the Offer, the Receiver is further authorized:
 - (a) to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the Transaction as the Receiver, in its discretion, may deem reasonably necessary or advisable to conclude the Transaction or in furtherance of this Order;
 - (b) to enter into such amendments to the Sale Agreement which are not material, whereupon any reference in this Order to the Sale Agreement shall be and include a reference to the Sale Agreement as amended; and
 - (c) to take such steps as are necessary or incidental to the performance of its obligations pursuant to the Sale Agreement, including to make any necessary post-closing adjustments as may be required.
13. The sale proceeds from the sale of the Property, including all taxes payable under the Sale Agreement (the “**Sale Proceeds**”), shall stand in the place of and replace the Property with respect to any claims (“**Claims**”) asserted against the Property by any person and all Claims and Encumbrances (except the Permitted Encumbrances) shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of 105. The Sale Proceeds shall be held by the Receiver pending further order of this Court.
14. The Receiver shall be at liberty from time to time to apply to this Court for advice and directions with respect to the Sale Agreement and the Transaction. The Receiver shall be authorized and empowered to apply, upon such notice, if any, as it may consider necessary or desirable, to this Court to make such orders and provide such other aid and assistance to the Receiver, as this Court may deem necessary or appropriate.

15. To the extent necessary, this Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere 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.
16. Service of this Order and the Receiver's Certificate on the Service List and the Purchaser by way of facsimile or electronic transmission shall constitute good and sufficient service on all parties entitled to notice of same and further service thereof is hereby dispensed with.
17. The First Confidential Report (the "**Confidential Document**") contains confidential information and shall be sealed on the court file in these proceedings and segregated from, and not form part of, the public record, until the later of filing of the Receiver's Certificate and the expiry of any appeal periods with respect to this Sale Approval and Vesting Order with no appeal having been filed.
18. The Clerk of the Court is hereby directed to file the Confidential Document in a sealed envelope attached to a notice that sets out the title of these proceedings, the aforementioned description of documents contained therein and a statement that the envelope's contents are sealed pursuant to this Order.
19. The media notice requirements of Civil Practice Note No. 12 dated July 15, 2004 are hereby dispensed with.

20. This Sealing Order may be varied by further order of this Court upon notice to the parties hereto, in accordance with Civil Practice Note No. 12 dated July 15, 2004.

J.C.Q.B.A.

ENTERED this ____ day of October, 2010.

Clerk of the Court

Schedule "A"

Parcel 1

Meridian 5 Range 4 Township 24
Section 34
That Portion of the South West Quarter
Which Lies North of Road Plan 3620JK
Containing 13,284 Hectares (34.16 Acres) More or Less
Excepting Thereout

<u>Plan</u>	<u>Number</u>	<u>Hectares</u>	<u>(Acres) More of Less</u>
Weight Scale Site	1799 IX	1,044	2.58
Excepting Thereout All Mines and Minerals			

Parcel 2

Meridian 5 Range 4 Township 24
Section 34
Quarter North West
Excepting Thereout All Mines and Minerals
Area: 64.7 Hectares (160 Acres) More or Less

Schedule "B"
Permitted Encumbrances

PERMITTED ENCUMBRANCES - Parcel 1

Registration #	Date (D/M/Y)	Particulars
5484IH	27/10/1961	Utility Right of Way Grantee – Pipeline Management Inc.
3003KR	26/05/1970	Caveat Caveator – Imperial Oil Ltd.
6262KO	27/05/1970	Caveat Caveator – Imperial Oil Ltd.
791 217 562	31/12/1979	Utility Right of Way Grantee – Alberta Ethane Development Company Ltd.
791 217 566	31/12/1979	Utility Right of Way Grantee – Alberta Ethane Development Company Ltd.
861 099 977	20/06/1986	Caveat Re: Lease Caveator – Esso Resources Canada Ltd.
951 266 436	22/11/1995	Utility Right of Way Grantee – AGT Limited

PERMITTED ENCUMBRANCES - Parcel 2

Registration #	Date (D/M/Y)	Particulars
5484IH	27/10/1961	Utility Right of Way Grantee – Pipeline Management Inc.
3003KR	26/05/1970	Caveat Caveator – Imperial Oil Ltd.
6262KO	27/05/1970	Caveat Caveator – Imperial Oil Ltd.
735LF	20/10/1971	Caveat Caveator – Imperial Oil Ltd.
736LF	20/10/1971	Caveat Re: Lease Caveator – Imperial Oil Ltd.
791 217 562	31/12/1979	Utility Right of Way Grantee – Alberta Ethane Development Company Ltd.
791 217 566	31/12/1979	Utility Right of Way Grantee – Alberta Ethane Development Company Ltd.
851 150 131	09/09/1985	Caveat Re: Surface Lease Caveator – Alberta Ethane Development Co. Ltd.
861 099 977	20/06/1986	Caveat Re: Lease Caveator – Esso Resources Canada Ltd.
951 266 436	22/11/1995	Utility Right of Way Grantee – AGT Limited
101 158 418	31/05/2010	Caveat Re: Lease Interest Under 20 Acres Caveator – Nova Chemicals Corporation

Schedule "C"

Action No.: 1001-11456

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

BETWEEN:

ALBERTA TREASURY BRANCHES

Plaintiff

- and -

**CHOCOLATERIE BERNARD CALLEBAUT PARTNERSHIP, by its Managing
Partner, CHOCOLATERIE BERNARD CALLEBAUT LTD., 1013988 ALBERTA LTD.,
CHOCOLATERIE BERNARD CALLEBAUT LTD., 1054796 ALBERTA LTD.,
BERNARD CALLEBAUT and FRANCESCA CALLEBAUT**

Defendants

RECEIVER'S CERTIFICATE

This Receiver's Certificate is the Receiver's Certificate referred to in paragraph 5 of the Sale Approval and Vesting Order of the Honourable Madam Justice B.E.C. Romaine dated October 19, 2010 and made herein (the "**Order**"), a copy of which is attached hereto.

Deloitte & Touche Inc., solely in its capacity as Court-appointed receiver and manager (the "**Receiver**") of Chocolaterie Bernard Callebaut Partnership, 1013988 Alberta Ltd., Chocolaterie Bernard Callebaut Ltd. and 1054796 Alberta Ltd., and not in its personal capacity, hereby certifies that the Transaction contemplated in the Sale Agreement (both as defined in the Order) has closed to the satisfaction of the Receiver and that all conditions contained in the Sale Agreement have been satisfied or waived in accordance with the Sale Agreement.

Dated this ___ day of October, 2010.

DELOITTE & TOUCHE INC., solely in its
capacity as Court-appointed receiver and manager
of Chocolaterie Bernard Callebaut Partnership,
1013988 Alberta Ltd., Chocolaterie Bernard
Callebaut Ltd. and 1054796 Alberta Ltd. and not in
its personal capacity

Per: _____

Action No.: 1001-11456

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

BETWEEN:

ALBERTA TREASURY BRANCHES

Plaintiff

- and -

**CHOCOLATERIE BERNARD
CALLEBAUT PARTNERSHIP, by its
Managing Partner, CHOCOLATERIE
BERNARD CALLEBAUT LTD., 1013988
ALBERTA LTD., CHOCOLATERIE
BERNARD CALLEBAUT LTD., 1054796
ALBERTA LTD., BERNARD CALLEBAUT
and FRANCESCA CALLEBAUT**

Defendants

RECEIVER'S CERTIFICATE

Blake, Cassels & Graydon LLP
Barristers and Solicitors
3500, 855 - 2nd Street S.W.
CALGARY, AB T2P 4J8

Attention: Kelly J. Bourassa/Ryan Zahara
Phone: (403) 260-9697/260-9628
Fax: (403) 260-9700

File No.: 38358/10013

Action No.: 1001-11456

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

BETWEEN:

ALBERTA TREASURY BRANCHES

Plaintiff

- and -

**CHOCOLATERIE BERNARD
CALLEBAUT PARTNERSHIP, by its
Managing Partner, CHOCOLATERIE
BERNARD CALLEBAUT LTD., 1013988
ALBERTA LETS., CHOCOLATERIE
BERNARD CALLEBAUT LTD., 1054796
ALBERTA LTD., BERNARD
CALLEBAUT and FRANCESCA
CALLEBAUT**

Defendants

**SALE APPROVAL AND VESTING
ORDER**

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors
3500 Bankers Hall East
855 - 2nd Street S.W.
Calgary, Alberta T2P 4K7

Kelly J. Bourassa/
Ryan Zahara
Phone: (403) 260-9697/260-9628
Fax: (403) 260-9700
Our File No: 38358/10013

Action No.: 1001-11456

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

ALBERTA TREASURY BRANCHES

Plaintiff

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**CHOCOLATERIE BERNARD CALLEBAUT
PARTNERSHIP, by its Managing Partner,
CHOCOLATERIE BERNARD CALLEBAUT
LTD., 1013988 ALBERTA LTD.,
CHOCOLATERIE BERNARD CALLEBAUT
LTD., 1054796 ALBERTA LTD., BERNARD
CALLEBAUT and FRANCESCA CALLEBAUT**

Defendants

NOTICE OF MOTION

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
3500, 855 - 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Kelly J. Bourassa/Ryan Zahara
Tel. No.: (403) 260-9697/9628
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Our File No.: 38358/10013