

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

MOTION RECORD
(returnable April 12, 2007)

Date: April 5, 2007

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5

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Solicitors for Mintz & Partners Limited in its
capacity as Interim Receiver, and Receiver of Beta
Limitee/Beta Brands Limited

TO: SERVICE LIST

INDEX

TAB

Notice of Motion returnable April 12, 2007	1
Fifth Report of Mintz & Partners Limited dated as of April 5, 2007.....	2

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

NOTICE OF MOTION

MINTZ & PARTNERS LIMITED (the “Receiver”), in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited , will make a motion to the Court on April 12, 2007 at 10:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING the Motion will be heard orally.

THE MOTION IS FOR:

1. Orders substantially in the form of the draft Orders attached as **Schedules “A”, “B” and “C”**; and
2. Such further and other relief as may be just or equitable.

THE GROUNDS FOR THE MOTION ARE:

I. Introduction

1. On February 20, 2007, the Receiver obtained an Order (the “**Marketing Process Approval Order**”) approving the Receiver’s proposed marketing strategy for the sale of Beta Brands’ remaining assets in the Receiver’s possession including the Company’s confectionery and chocolate divisions and Beta Brands’ owned manufacturing facility in London, Ontario (the “**Premises**”).
2. In accordance with the Marketing Process Approval Order, the Receiver placed an Invitation for Offers notice in the February 22, 2007 National Edition of The Globe & Mail newspaper and an advertisement on the National Confectionery Association’s NCA SmartBrief e-mail.
3. The Receiver also sent e-mail correspondence to those potential purchasers who had prior to the commencement of the marketing process contacted the Receiver to express an interest in the assets and business of Beta Brands.

II. Offers Received

4. The Receiver received 18 offers.
5. Of the 18 offers received by the Receiver, seven were for all of the machinery and equipment in the Premises (“**En Bloc Offers**”). Each of the En Bloc Offers was submitted in letter form and not on the Offer to Purchase form included in the Information Package.
6. Of the remaining 11 offers received, two were solely for the Beta Brands’ trademarks (the “**Trademarks**”) and related assets and 9 were offers for specific machinery and equipment.
7. None of the offers included the Premises.

III. The Crescent Offer

8. The Receiver identified the offer from Crescent Commercial Corporation ("**Crescent**") as being the most acceptable of the En Bloc Offers.
9. The Receiver has, subject to Court approval, entered into an Asset Purchase Agreement with Crescent (the "**Crescent APA**")
10. The Receiver is seeking approval to complete the sale to Crescent in accordance with the terms of the Crescent APA and an order vesting the Property (as defined in the Crescent APA) in Crescent free and clear.

IV. The Regal Offer

11. The Receiver identified the offer from 3651410 Canada Inc. o/a Regal Confections ("**Regal**") as being the most acceptable offer for the Trademarks as it was higher than the other offer received for the Trademarks and related assets. The Receiver has, subject to Court approval, accepted the offer made by Regal (the "**Regal APA**").
12. The Receiver is seeking approval to complete the sale to Regal in accordance with the terms of the Regal APA and an order vesting the Property (as defined in the Regal APA) in Regal free and clear.

V. Return of Third-Party Property

13. The Receiver has received claims for the return certain third-party property that is not included in the transactions with Crescent or Regal.
14. The Receiver is seeking approval to return the assets subject to these claims to the respective secured parties/owners.

VI. Listing Agreement with CB Richard Ellis Limited

15. The Receiver proposes to enter into a listing agreement with CB Richard Ellis Limited to market of the Premises for sale.

VII. Books and Records

16. The Receiver has reviewed the books and records of Beta Brands with a view to ascertaining those records that are relevant to the continued administration of the receivership or that will be required in the event of a bankruptcy. The Receiver has prepared a list of books and records, which the Receiver does not consider necessary for the continued administration of the receivership or relevant in a bankruptcy.
17. The Receiver is seeking an order authorizing the destruction of these books and records.
18. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the application:

1. The Fifth Report of Mintz & Partners dated as of April 5, 2007.
2. Such further and other evidence as this Honourable Court may permit.

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Solicitors for Mintz & Partners Limited in its capacity
as Interim Receiver, and Receiver of Beta Limitee/Beta
Brands Limited

TO: SERVICE LIST

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B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED
Applicant

- AND -

BETA LIMITEE/BETA BRANDS LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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Brands Limited

SCHEDULE "A"

Court File No.:06-CL-6820

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE M) **THURSDAY, THE 12TH DAY**
)
JUSTICE) **OF APRIL, 2007**

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made for an Order, *inter alia*, approving the sale of certain of the assets of Beta Limitee/Beta Brands Limited (the "**Beta Brands**") to 3651410 Canada Inc. o/a Regal Confections (the "**Purchaser**") and vesting in the Purchaser all of Beta Brands' right, title and interest in and to those assets free and clear was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fifth Report of Mintz & Partners Limited (the "**Receiver**") dated April 5, 2007, and on hearing the submissions of counsel for the Receiver;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the accepted Offer dated March 16, 2007 (the “**APA**”), as between the Receiver and the Purchaser and the purchase and sale transaction contemplated therein (the “**Transaction**”) be and the same are hereby approved, and the Receiver is hereby authorized and directed to complete the Transaction in accordance with the terms and conditions of the APA.

3. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized and empowered, without receiving any further or other consents or approvals, to: (a) sell, convey, transfer or assign the Property (as defined in the APA) to the Purchaser subject to the terms and conditions of the APA; (b) complete the Transaction as provided for in the APA; and (c) execute and deliver such instruments, bills of sale or other additional or ancillary documents as the Receiver and the Purchaser may deem to be reasonably necessary or advisable to sell, convey, transfer or assign the Property to the Purchaser as contemplated by the APA or conclude the Transaction as provided for in the APA.

4. **THIS COURT ORDERS** that the Receiver need not comply with the notice provisions of Part V of the *Personal Property Security Act* (Ontario) in connection with the Transaction.

5. **THIS COURT ORDERS AND DECLARES** that: (a) upon payment in full of the Purchase Price in accordance with the APA; (b) all conditions to closing the Transaction having been satisfied or waived; and (c) the filing with this Court by the Receiver of a signed Certificate substantially in the form appearing at **Schedule “A”** hereto, confirming that the Transaction has closed; the Property shall be vested absolutely in the Purchaser, its successors and assigns, free and clear of and from any and all rights, title, interests, hypothecs, security interests (whether contractual, statutory, or otherwise), mortgages, estates, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (whether contractual, statutory or otherwise), assignments, executions, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent) or other claims or encumbrances of any nature, whether or not they have

attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “Claims”).

6. **THIS COURT ORDERS** that the Purchaser be and is hereby authorized to seek such further and other orders from this Court as may be necessary or desirable to complete the transactions contemplated by the APA to vest the Property in the Purchaser as contemplated by this Order.

7. **THIS COURT ORDERS** that the Purchase Price shall stand in the place and stead of the Property and that all Claims shall attach to the Purchase Price with the same priority as they had with respect to the Purchased Assets.

8. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings; and
- (b) any Application for a Bankruptcy Order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Respondent and any Bankruptcy Order issued pursuant to any such Application;

the vesting of the Property in the Purchaser pursuant to the terms of the APA will not be void or voidable and shall be binding on any trustee in bankruptcy that may be appointed in respect of Beta Brands.

**SCHEDULE "A"
(SALE CERTIFICATE)**

Court File No.:06-CL-6820

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

CERTIFICATE

THE UNDERSIGNED hereby certifies that: (a) the full Purchase Price payable pursuant to the accepted Offer dated March 16, 2007 (the "APA"), as between Mintz & Partners Limited in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and 3651410 Canada Inc. o/a Regal Confections (the "Purchaser"), and the purchase and sale transaction contemplated therein (the "Transaction") has been paid by the Purchaser in accordance with the APA; and (b) all conditions to closing the Transaction have been satisfied or waived.

DATED at Toronto this ___ day of April, 2007

**MINTZ & PARTNERS LIMITED in its capacity
as interim receiver and receiver of Beta
Limitee/Beta Brands Limited**

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED
Applicant

- AND -

BETA LIMITEE/BETA BRANDS LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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Solicitors for Mintz & Partners Limited in its capacity as
Interim Receiver and Receiver of Beta Limitee/Beta
Brands Limited

SCHEDULE "B"

Court File No.:06-CL-6820

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE M
JUSTICE

)
)
)

THURSDAY, THE 12TH DAY
OF APRIL, 2007

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

ORDER

THIS MOTION, made by Mintz & Partners Limited (the "**Receiver**") in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited ("**Beta Brands**") for the relief described in the Notice of Motion, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Receiver's Fifth Report dated as of April 5, 2007, and on hearing the submissions of counsel for the Receiver;

1. **THIS COURT ORDERS** that the conduct and actions of the Receiver as described in the Fifth Report be and are hereby approved.

2. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized and directed to:

- (a) Return the Third-Party Property (as defined in the Fifth Report) to the persons requesting the return of such property as described in the Fifth Report;
- (b) Enter into a listing agreement with CB Richard Ellis Limited for the marketing for sale of Beta Brands' head office and manufacturing facilities in London, Ontario substantially in the form attached as Exhibit I to the Fifth Report; and
- (c) Destroy or otherwise dispose of the books and records listed on Schedule K to the Fifth Report.

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED
Applicant

- AND

BETA LIMITEE/BETA BRANDS LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

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APPROVAL AND VESTING ORDER

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Solicitors for Mintz & Partners Limited in its capacity as
Interim Receiver and Receiver of Beta Limitee/Beta
Brands Limited

C

SCHEDULE "C"

Court File No.:06-CL-6820

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE M) **THURSDAY, THE 12TH DAY**
)
JUSTICE) **OF APRIL, 2007**

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made for an Order, *inter alia*, approving the sale of certain of the assets of Beta Limitee/Beta Brands Limited (the "**Beta Brands**") to Crescent Commercial Corporation (the "**Purchaser**") and vesting in the Purchaser all of Beta Brands' right, title and interest in and to those assets free and clear was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fifth Report of Mintz & Partners Limited (the "**Receiver**") dated April 5, 2007, and on hearing the submissions of counsel for the Receiver;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the Asset Purchase Agreement dated [Date] (the “APA”), as between the Receiver and the Purchaser and the purchase and sale transaction contemplated therein (the “Transaction”) be and the same are hereby approved, and the Receiver is hereby authorized and directed to complete the Transaction in accordance with the terms and conditions of the APA.

3. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized and empowered, without receiving any further or other consents or approvals, to: (a) sell, convey, transfer or assign the Property (as defined in the APA) to the Purchaser subject to the terms and conditions of the APA; (b) complete the Transaction as provided for in the APA; and (c) execute and deliver such instruments, bills of sale or other additional or ancillary documents as the Receiver and the Purchaser may deem to be reasonably necessary or advisable to sell, convey, transfer or assign the Property to the Purchaser as contemplated by the APA or conclude the Transaction as provided for in the APA.

4. **THIS COURT ORDERS** that the Receiver need not comply with the notice provisions of Part V of the *Personal Property Security Act* (Ontario) in connection with the Transaction.

5. **THIS COURT ORDERS AND DECLARES** that: (a) upon payment in full of the Purchase Price in accordance with the APA; (b) all conditions to closing the Transaction having been satisfied or waived; and (c) the filing with this Court by the Receiver of a signed Certificate substantially in the form appearing at **Schedule “A”** hereto, confirming that the Transaction has closed; the Property shall be vested absolutely in the Purchaser, its successors and assigns, free and clear of and from any and all rights, title, interests, hypothecs, security interests (whether contractual, statutory, or otherwise), mortgages, estates, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (whether contractual, statutory or otherwise), assignments, executions, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent) or other claims or encumbrances of any nature, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “Claims”).

6. **THIS COURT ORDERS** that the Purchaser be and is hereby authorized to seek such further and other orders from this Court as may be necessary or desirable to complete the

transactions contemplated by the APA to vest the Property in the Purchaser as contemplated by this Order.

7. **THIS COURT ORDERS** that the Purchase Price shall stand in the place and stead of the Property and that all Claims shall attach to the Purchase Price with the same priority as they had with respect to the Purchased Assets.

8. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings; and
- (b) any Application for a Bankruptcy Order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Respondent and any Bankruptcy Order issued pursuant to any such Application;

the vesting of the Property in the Purchaser pursuant to the terms of the APA will not be void or voidable and shall be binding on any trustee in bankruptcy that may be appointed in respect of Beta Brands.

**SCHEDULE "A"
(SALE CERTIFICATE)**

Court File No.:06-CL-6820

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

CERTIFICATE

THE UNDERSIGNED hereby certifies that: (a) the full Purchase Price payable pursuant to the Asset Purchase Agreement dated **[Date]** (the "APA"), as between Mintz & Partners Limited in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and Crescent Commercial Corporation (the "**Purchaser**"), and the purchase and sale transaction contemplated therein (the "**Transaction**") has been paid by the Purchaser in accordance with the APA; and (b) all conditions to closing the Transaction have been satisfied or waived.

DATED at Toronto this ___ day of April, 2007

**MINTZ & PARTNERS LIMITED in its capacity
as interim receiver and receiver of Beta
Limitee/Beta Brands Limited**

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED
Applicant

- AND -

BETA LIMITEE/BETA BRANDS LIMITED
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Brands Limited

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

**FIFTH REPORT TO THE COURT OF MINTZ & PARTNERS LIMITED,
INTERIM RECEIVER AND RECEIVER
OF BETA LIMITEE/BETA BRANDS LIMITED**

INTRODUCTION

1. Pursuant to an Order of Madam Justice Lax of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated January 3, 2007 (the “**Appointment Order**”), Mintz & Partners Limited (“**MPL**”) was appointed as interim receiver and receiver (the “**Receiver**”) of all of the assets, undertaking and properties of Beta Limitee/Beta Brands Limited (“**Beta Brands**” or the “**Company**”). A copy of the Appointment Order is attached as **Appendix “A”**.
2. Capitalized terms not defined in this Fifth Report are as defined in the Appointment Order. All references to dollars are in Canadian currency unless otherwise noted.

COMPANY BACKGROUND

3. Beta Brands manufactured bakery and confectionary products for the Canadian and U.S. markets from its head office and manufacturing facilities in London, Ontario (the “**Premises**”).

4. Beta Brands’ bakery division consisted of cracker products manufactured under various trademark names including Champagne, Country Harvest and Millwheat, or for private label customers. The confectionary division consisted of a variety of jube, jelly and marshmallow products manufactured under various trademark names including Beta Brands, McCormicks and Sweet Town trademarks, or for private label candy customers. Beta Brands’ chocolate division consisted of panned chocolate manufactured under the McCormicks and Grand Slam trademarks and private label products produced for general merchandise retailers. The trademarks used by Beta Brands were owned by Beta Brands.

BREMNER TRANSACTION

5. Pursuant to an Order dated January 5, 2007 (the “**Approval and Vesting Order**”), the Court approved the sale of substantially all of the assets of the Company’s bakery division and certain finished goods inventory (the “**Purchased Assets**”) to Bremner Food Group Inc. (“**Bremner**”) in accordance with an Asset Purchase Agreement dated December 13, 2006 (the “**APA**”) between Bremner and Beta Brands (the “**Bremner Transaction**”) and vested the Acquired Assets in Bremner free and clear.

6. The Bremner Transaction closed on January 10, 2007 with a number of modifications. The Court was advised of the proposed modifications to the Bremner Transaction prior to the Bremner Transaction closing and the Court advised that a further attendance before the Court to formally approve the modifications was not required.

7. On February 7, 2007, Bremner completed the removal of the Purchased Assets from the Premises and on February 9, 2007, the Receiver received the purchase price for the Purchased Assets.

MARKETING AND SALE OF REMAINING PROPERTY

8. On February 20, 2007, the Receiver obtained an Order (the “**Marketing Process Approval Order**”) approving the Receiver’s proposed marketing strategy for the sale of Beta Brands’ remaining assets in the Receiver’s possession including the Company’s confectionery and chocolate divisions (the “**Remaining Property**”). A copy of the Marketing Process Approval Order is attached hereto as **Appendix “B”**.

9. This Fifth Report of the Receiver provides the Court with a summary of the Receiver’s activities in marketing the Remaining Property in accordance with the Marketing Process Approval Order and is made in support of the Receiver’s application to the Court for an Order:

- (a) approving the sale and vesting of the Company’s trademarks (“**Trademarks**”) to 3651410 Canada Inc. o/a Regal Confections (“**Regal**”);
- (b) approving the sale and vesting of the Company’s machinery and equipment, office furniture and fixtures, inventory, but excluding the Trademarks and certain excluded assets, to Crescent Commercial Corporation (“**Crescent**”); and
- (c) authorizing the Receiver to enter into a listing agreement with CB Richard Ellis Limited (“**CB**”) for the sale of the Premises.

MARKETING PROCESS

10. In accordance with the Marketing Process Approval Order, the Receiver placed an Invitation for Offers notice in the February 22, 2007 national edition of The Globe & Mail newspaper. A copy of the advertisement is attached hereto as **Appendix “C”**.

11. In addition, the Receiver placed an advertisement on the National Confectionery Association’s NCA SmartBrief e-mail. This advertisement was included in four separate NCA SmartBrief e-mails that were circulated to subscribers on February 22, 26, 27 and March 1, 2007. NCA SmartBrief’s promotional materials advise that its e-mail is distributed to over 10,000 subscribers including 3,181 subscribers who work for confectionery manufacturers.

12. The Receiver also sent e-mail correspondence to those potential purchasers who had prior to the commencement of the marketing process contacted the Receiver to express an interest in the assets and business of Beta Brands.

13. The Receiver received 97 requests from prospective purchasers to obtain the Receiver's Information Package. Each prospective purchaser was provided with a link to a secure website maintained by the Receiver which contained the Information Package. Each prospective purchaser was provided with a unique username and password that the prospective purchaser had to enter along with its contact details in order to access the Information Package. Of those 97 parties, 82 parties linked to the website.

14. Eighteen (18) potential purchasers requested and were provided with site tours.

15. On March 16, 2007, the Receiver sent an e-mail to all parties confirming the deadline for receipt of offers was 2:00 pm on March 20, 2007 (the "**Offer Deadline**").

16. By the Offer Deadline, the Receiver had received 17 offers from prospective purchasers. Late in the afternoon on March 20, 2007 (Tuesday), the Receiver was contacted by an interested party who indicated that it had intended to submit an offer but were under the belief that the Offer Deadline was Wednesday, March 20, 2007. While March 20, 2007 was in fact a Tuesday, the advertisement in the February 22, 2007 edition of The Globe & Mail listed the Offer Deadline as "Wednesday, March 20, 2007". Given the slight inconsistency in the Offer Deadline, the Receiver agreed to take delivery of that offer on March 21, 2007.

OFFERS RECEIVED

17. Of the 18 offers received, seven of the offers were for all of the machinery and equipment in the Premises ("**En Bloc Offers**"). All of the En Bloc Offers were from auctioneers/equipment resellers – no En Bloc Offers were received from confectionery manufacturers or parties expressing an interest in operating the business of Beta Brands. Each of the En Bloc Offers, including the Crescent Offer, were submitted in letter form and not on the Offer to Purchase form included in the Information Package.

18. Of the remaining 11 offers received, two were solely for the Company's trademarks and 9 were offers for specific machinery and equipment.. A summary of the offers received is attached hereto as **Appendix "D"**. The Receiver is requesting that the Court seal Appendix "D" until such time as the Court has dealt with the Receiver's motion for approval of the transactions discussed herein and the transactions close.

THE CRESCENT OFFER

19. Based on the offers received, the Receiver identified the offer from Crescent (the "**Crescent Offer**") as being the most acceptable of the En Bloc Offers. In reaching this conclusion, the Receiver conducted an analysis of the nine offers submitted for specific machinery and equipment to determine whether it would be beneficial for the Receiver to try to negotiate the sale of specific items to individual parties and thus exclude those items from the assets being sold to Crescent. Following its analysis, the Receiver contacted Crescent who indicated that their offer was based on purchasing for resale the machinery and equipment that comprised entire manufacturing lines. As a result of its discussion with Crescent and based on the quantum of the reduction to its offer if certain of the assets were not included in the sale transaction, the Receiver determined that realizations would be maximized by accepting the Crescent Offer.

20. The Crescent Offer was for all of the assets in the Premises excluding the real property, trademarks and two photocopiers. However, the Receiver had also received property claims for certain other assets on the premises, in particular, a Telus mobile cellular network secured by GE VFS Canada Limited Partnership ("**GE**"), a postal machine secured by Pitney Bowes, and certain pallets ("**Encumbered Assets**"). While the Encumbered Assets were not included in the asset schedules appended to the Information Package, they were not specifically excluded from the Crescent Offer. Prior to accepting Crescent's offer, the Receiver enquired of Crescent the impact on its offer should the Encumbered Assets be excluded from the transaction. In addition, the Receiver wished to confirm that the Crescent Offer did not include any of the Premises' fixtures, such as heating, ventilation, or air conditioning components, lighting and wood trim (the "**Fixtures**"). Crescent indicated that the non-inclusion of the Encumbered Assets in the

transaction would result in a \$15,500 reduction in its offer price (the “**Crescent Price Adjustment**”). Crescent also indicated that the Crescent Offer did not include the Fixtures.

21. The Receiver determined it was still advantageous to accept the Crescent Offer taking into account the Crescent Price Adjustment with the Encumbered Assets excluded from the transaction.

22. The Receiver had requested that potential purchasers submit their offers on the Offer to Purchase Assets form that was included in the Information Package. Pursuant to the Terms and Conditions of Sale, once an offer was accepted by the Receiver, the Offer to Purchase Assets was to convert to an Agreement of Purchase and Sale. As Crescent did not submit its offer on the Offer to Purchase Assets form, the Receiver entered into an Agreement to Purchase Assets with Crescent dated April 5, 2007 (the “**Crescent APA**”) which is substantially in the form of the Offer to Purchase Assets with only slight modifications. A copy of the Crescent APA is attached hereto as **Appendix “E”**. The Receiver is seeking approval for the Receiver to complete the sale to Crescent in accordance with the terms of the Crescent APA and is requesting that the provide clear title in the Property (as defined in the Crescent APA) to Crescent.

THE REGAL OFFER

23. The Receiver received two offers for the Trademarks. The offer from Regal was higher than the other offer received for the Trademarks. A copy of the offer from Regal, which has converted to an Agreement of Purchase and Sale (the “**Regal APA**”), is attached hereto as **Appendix “F”**. The Receiver is seeking approval to complete the sale to Regal in accordance with the terms of the Regal APA and is requesting that the Court provide clear title in the Company’s trademarks to Regal.

24. In addition to the Trademarks, Regal will be acquiring the molds and other assets relating to the Trademarks.

RETURN OF ENCUMBERED ASSETS

25. As previously indicated, the Receiver has received property claims for the Encumbered Assets, as well as a claim from Xerox for two photocopiers (together with the Encumbered Assets, the “**Third-Party Property**”). Copies of the claims submitted to the Receiver are attached hereto as **Appendix “G”**. Receiver’s counsel, Gowling Lafleur Henderson LLP, has reviewed the attached claims and has determined the respective security or ownership interest asserted in the Third-Party Property is valid.

26. Based on the offers received, the Receiver intends, with this Court’s approval, to return the Third-Party Property to the respective secured parties.

LISTING AGREEMENT WITH CB RICHARD ELLIS LIMITED

27. As set out in Appendix “D”, none of the offers for Beta Brands’ assets included the Premises. As a result, the Receiver proposes to enter into a listing agreement with CB for the sale of the Premises.

28. The Receiver understands that prior to the appointment of the Receiver, the Company had entered into an agreement with CB that provided for CB to identify purchasers who may be interested in acquiring the Premises. As part of its engagement, CB developed a contact list of potential purchasers and developed marketing material to support its sales activities. Therefore, in order to minimize additional costs to the Receiver, the Receiver proposes to enter into the agreement with CB.

29. A copy of the proposed listing agreement is attached to this report as **Appendix “H”**.

BOOKS AND RECORDS

30. The Receiver has reviewed the books and records of the Company with a view to ascertaining those records relevant to the continued administration of the receivership or in the

event of a bankruptcy of the Company. Attached hereto as **Appendix “I”** is a list of the boxes containing the Company’s books and records which the Receiver has determined should be retained and stored. Attached hereto as **Appendix “J”** is a list of the remaining books and records which the Receiver does not consider necessary for the continued administration of the receivership, and, as such, is seeking an order authorizing the destruction of the books and records listed in Appendix “K”.

RECEIVER’S RECOMMENDATION

31. The Receiver recommends that an Order be made:
- (a) approving this Fifth Report and the activities outlined herein;
 - (b) sealing Appendix “D” until such time as the transactions contemplated by the Crescent APA and the Regal APA close;
 - (c) approving the Crescent APA and vesting title in the Property with Crescent;
 - (d) approving the Regal APA and vesting title in the Trademarks and other assets related to the Trademarks with Regal;
 - (e) approving the release of the assets subject to Property Claims;
 - (f) authorizing the Receiver to enter into the listing agreement with CB; and
 - (g) authorizing the Receiver to destroy those books and records of the Company listed in the attached Appendix “K”.

DATED the 5th day of April, 2007.

Mintz & Partners Limited

Mintz & Partners Limited, solely in its capacity as Interim Receiver and Receiver of Beta Limitee/Beta Brands Limited and not in its personal capacity

Daniel R. Weisz, CA•CIRP, CIRP
Senior Vice President

Hartley Bricks, MBA, CA•CIRP, CIRP
Vice President

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TOR_LAW\6559461\2



**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MADAM) **WEDNESDAY, THE 3RD DAY**
)
JUSTICE LAX) **OF JANUARY, 2007**

TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent



ORDER

THIS APPLICATION, made by the Applicant for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended (the “CJA”) and section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) appointing Mintz & Partners Limited (“Mintz”) as interim receiver and receiver (in such capacities, the “Receiver”) without security, of all of the assets, undertakings and properties of Beta Limitee/Beta Brands Limited (the “Debtor”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Leonard J. Lacagnin sworn December 28, 2006 and the Exhibits thereto, the Report of Mintz & Partners Limited (the “Receiver”) dated December 28, 2006, and the affidavit of Douglas Crew sworn January 1, 2007 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, Sun Beta LLC, the Receiver, The Bakery, Confectionery, Tobacco and Grain Millers International Union Local 242G (“Local 242G”), and the Purchaser;

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47(1) of the BIA and section 101 of the CJA, Mintz is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed \$400,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due

to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i)

empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be

opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated,

might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

18. THIS COURT ORDERS the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge .

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

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

GENERAL

24. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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.

27. THIS COURT ORDERS that 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.

28. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

30. THIS COURT ORDERS that (subject to obtaining leave from this Court) nothing in this Order shall affect the rights of the Debtor's employees to seek relief from any court of competent jurisdiction, the Receiver be and is hereby authorized and directed to pay to each of the Debtor's

employees such wages as may be due for work actually performed by such employees up to and including the date of this Order. This prior sentence shall not be construed as creating any entitlement to vacation pay, severance pay or termination pay owing to such employees.

31. THIS COURT ORDERS that nothing in this Order or the granting of powers or authorities to the Receiver herein shall be relied upon by the Debtor's employees on any application to obtain relief against the Receiver from any court or tribunal of competent jurisdiction.

32. THIS COURT ORDERS that nothing herein shall be construed as affecting any legal proceedings before any court or tribunal dealing with Local 242G's members' and/or Local 242G's rights under labour and/or employment law, subject to the obtaining of leave in advance from this Court.



David Evans
Registrar, Superior Court of Justice

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 09 2007

PER/PAR: 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Mintz & Partners Limited, the interim receiver and receiver (the "**Receiver**") of all of the assets, undertakings and properties of Beta Limitee/Beta Brands Limited appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ____ day of _____, 2007 (the "**Order**") made in an action having Court file number 06-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the 1st day of each month after the date hereof at a notional rate per annum equal to the rate of 2 per cent above the prime commercial lending rate of the Applicant from time to time.

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

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

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

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

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

DATED the ____ day of _____, 200_.

MINTZ & PARTNERS LIMITED, solely in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and not in its personal capacity

Per: _____
Name:
Title:

Court File No.: 06-CL-6820

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED
Applicant

- AND -

BETA LIMITEE/BETA BRANDS LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

PROCEEDING COMMENCED AT TORONTO

ORDER

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
Suite 1600, 1 First Canadian Place
100 King Street West
TORONTO, Ontario
M5X 1G5

E. PATRICK SHEA (LSUC #39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

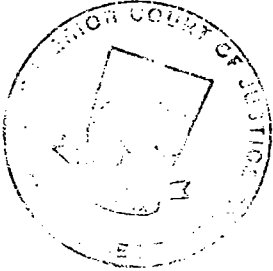
Solicitors for the Applicant

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MADAM)
)
JUSTICE PEPALL)

**TUESDAY, THE 20TH DAY
OF FEBRUARY, 2007**



TEXTRON FINANCIAL CANADA LIMITED

Applicant

- and -

BETA LIMITEE/BETA BRANDS LIMITED

Respondent

ORDER

THIS MOTION, made by Mintz & Partners Limited (the "**Receiver**") in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited ("**Beta Brands**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Receiver's Second Report dated as of February 15, 2007 (the "**Second Report**") and on hearing the submissions of counsel for the Receiver;

1. **THIS COURT ORDERS** that the service of the Notice of Motion and the Motion Record is hereby validated and abridged, and this Motion is properly returnable today.

2. **THIS COURT ORDERS** that the process for marketing and offering for sale the remaining assets of Beta Brands as described in the Second Report (the "**Sales Process**")

BETWEEN:
TEXTRON FINANCIAL CANADA LIMITED
Applicant

- AND

BETA LIMITEE/BETA BRANDS LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

PROCEEDING COMMENCED AT TORONTO

ORDER

GOWLING LAFLUR HENDERSON LLP

Barristers and Solicitors
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TORONTO, Ontario
M5X 1G5

E. PATRICK SHEA (LSUC #39655K)

Tel: (416) 369-7399
Fax: (416) 862-7661

Solicitors for Mintz & Partners Limited in its capacity as
Interim Receiver and Receiver of Beta Limitee/Beta
Brands Limited

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ENDER PRE-QUALIFICATION
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Invitation For Offers

BETA LIMITEE / BETA BRANDS LIMITED

Mintz & Partners Limited, in its capacity as Court-Appointed Interim Receiver and Receiver (the "Receiver") of Beta Limitee/Beta Brands Limited ("Beta Brands"), invites offers to purchase the Receiver's right, title and interest, in assets of Beta Brands.

Beta Brands, a manufacturer and distributor of confectionery and chocolate products for both the Canadian and U.S. markets, owns the trademarks for the McCormicks® brand of candies in Canada and the Sweet Town® brand in the U.S. Beta Brands also produced private label confectionery products for large Canadian and U.S. retailers. Beta Brands premises are located in London, Ontario.

The Receiver is inviting offers to purchase the business and assets of Beta Brands. The assets available for sale include:

- Parcel A: Confectionery Division assets including machinery and equipment, trademarks, recipes and intangible assets
- Parcel B: Chocolate Division assets including machinery and equipment, recipes and intangible assets
- Parcel C: Other machinery and equipment including racking, forklifts, pallet trucks, air conditioning units, etc.
- Parcel D: Raw materials and finished goods inventory
- Parcel E: Office equipment and computer hardware
- Parcel F: Land & building at 1156 Dundas St. East, London, Ontario comprised of a 432,000 sq. ft manufacturing facility over 13 acres
- Parcel G: Parcels A - F

While the Receiver will entertain offers for individual parcels or assets within parcels, preference will be given to en bloc offers for all of the businesses and assets. Offers will be accepted until 2:00 p.m. (Toronto time) on Wednesday, March 20, 2007. The highest, or any offer(s), will not necessarily be accepted. The Receiver reserves the right to sell any or all of Beta Brands' assets, or enter into a sales agreement, prior to March 20, 2007.

To obtain a copy of an Information Package please contact Mr. Hartley Bricks of Mintz & Partners Limited at (416) 644-4431 or via e-mail at Hartley_Bricks@mintzca.com.

Mintz & Partners Limited

**Court-Appointed
 Interim Receiver and Receiver of
 Beta Limitee/Beta Brands Limited**

MEETINGS

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**Beta Limitee/Beta Brands Limited
Summary of Offers Received on March 20, 2007**

Name of Offeror	Address	Description of Offer	Purchase Price	Amount of Deposit	Deposit Received and Certified	Occupancy Terms
1 Crescent Commercial Corporation	5430 avenue Royalmount, Mont-Royal, PQ H4P 1H7	Purchase all assets for \$1,310,435 excluding trademarks, photocopyers and real property	\$ 1,310,435	\$ 80,000	Yes - uncertified	120 days
2 GoIndustry Michael Fox International	600 Campbell St., Cornwall, ON KGH 6C9	(a) Purchase all assets for US\$812,500 excluding trademarks and real estate (b) NMG of US\$850,000, next US\$75,000 to GOMFI, remaining proceeds split 90% Receiver/10% GOMFI (not including buyer's premium to be retained by GOMFI) (c) 0% sales commission plus US\$75,000 advertising less misc. out-of-pockets (excluding 12.5% buyer's premium)	\$ 1,049,375	\$ 42,500	No - will pay within 24 hours of acceptance of offer	90 Days
3 Maynards Industries Ltd.	5409 Eglinton Ave. West, Suite 202, Toronto, ON M9C 5K6	(a) Purchase all assets for \$860,000 (unclear if it excludes trademarks and real estate) (b) NMG of \$850,000, next \$150,000 to Maynards with remaining 85% Receiver/15% Maynards (not including buyer's premium to be retained by Maynards)	\$ 860,000		No - will pay upon acceptance of offer	120 days
4 SBG Capital Group Inc.	212-620 Wilson Ave., Toronto, ON M3K 1Z3	NMG of \$818,000, next \$142,000 to SBG, excess to Receiver (excluding buyers premium)	\$ 122,700		No-will pay within 24 hours of acceptance of their offer	90 days
5 Danbury Industrial	4122 Bathurst Street, Downsview, Ontario, M3H 3P2	(a) NMG of \$750,000, split 80/20% above \$1.0 million (b) Straight 5% commission plus \$55K advertising fee plus Danbury keeps buyer's premium	\$ 675,000	\$ 101,000	No - will pay within 10 days of agreement	60 Days for private treaty sales and then public auction
6 TCL Asset Group Inc.	4610 Dufferin St., Suite 209, Toronto, ON M3H 5S4	(a) Purchase all assets for \$875,000 excluding real estate (is willing to increase offer by \$75,000 to \$100,000) (b) NMG of \$550,000, next \$80,000 to TCL, next \$100,000 split 90% Receiver/10% TCL, next \$140,000 85%/15%, remaining 80%/20% (not including buyer's premium to be retained by TCL)	\$ 101,000		Yes - Uncertified	80 Days
7 Platinum Asset Services Inc.	5205 Tomken Road, Mississauga, ON L4W 3N8	7.5% auction commission (not to exceed \$90,000) - Offer received on March 21, 2007				Unclear
8 RJ Jansen Confectionery Equipment Co., Inc.	10831 1st Street, Sturtevant, WI 53177-3338	\$450,000 for equipment (no trademarks, raw materials or building) - Unclear if Can\$ or US\$ offer	\$ 450,000	\$ 22,500	Yes - Wire Transfer	Occupancy for 2 months
9 3651410 Canada Inc. o/a Regal Confections	1625 boul. Deganaïs Ouest, Laval, PQ H7L 5A3	\$200,000 for trademarks	\$ 200,000	\$ 10,000	Yes	
10 La Cie McCormick Canada Co.	600 Clarke Rd. East, London, ON N6A 4Z2	\$15,000 for McCormicks trademark	\$ 15,000	\$ 750	Yes	
11 Dare Foods Limited	2481 Kingsway Dr., Kitchener, ON N2G 4G4	\$310,504 for miscellaneous equipment (including \$210,000 for Triangle bagging equip.)	\$ 310,504	\$ 15,525	Yes	
12 Associated Brands Limited Partnership	335 Judson St. Toronto, ON M6Z 1B2	\$53,563 for miscellaneous assets including Triangle packaging equip., Gardner Denver compressor and certain computer equip.	\$ 53,563	\$ 2,678	Yes	
13 JDD Electric LTD	35 Dengate Cres., London, ON N5W 1V7	\$53,505 for miscellaneous equipment and office furniture	\$ 53,505	\$ 2,675	Yes	
14 Canajoes Manufacturing Company	101 Erie Boulevard, Canajoharie, NY 13317	\$44,700 for miscellaneous equipment	\$ 44,700	\$ 2,235	Yes	
15 Can-Pan Candy Inc.	3545 Nashua Dr., Mississauga, ON L4V 1R1	\$40,000 for miscellaneous equipment	\$ 40,000	\$ 2,000	Yes	
16 Pan J Confections	270 San Paulo Dr., Hamilton, ON L9C 5L3	\$12,500 for miscellaneous candy equipment and tray washer	\$ 12,500	\$ 625	Yes	
17 Borek Enterprises Inc.	211 Advance Blvd., Unit #1-2, Brampton, ON L6T 4S8	\$12,400 for miscellaneous candy equipment	\$ 12,400	\$ 620	No	
18 Ontario Meter Maintenance	917-250 Country Hill Drive, Kitchener, ON N2E 3L9	\$5,900 for miscellaneous meter equipment and spare parts	\$ 5,900	\$ 295	Yes	

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AGREEMENT TO PURCHASE ASSETS

THIS AGREEMENT dated the 5 day of April, 2007.

BETWEEN

MINTZ & PARTNERS LIMITED in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and not in its personal capacity

(the "Vendor")

-and-

CRESCENT COMMERCIAL CORPORATION

(the "Purchaser")

THE UNDERSIGNED hereby agrees to purchase the Property, as hereinafter defined, from the Vendor for an aggregate purchase price of **\$1,294,935.00** subject to the terms and conditions hereinafter set forth.

ARTICLE 1 INTERPRETATION

1.1 **Definitions.** In this Agreement, the following terms shall have the following meanings:

"**Access Period**" has the meaning assigned in Paragraph 8.1;

"**Approval and Vesting Order**" means the Order referenced in Paragraph 7.1 approving the transactions contemplated in this Agreement; authorizing and directing the Vendor to complete such transactions and vesting the Property in the Purchaser free and clear of all liens, claims, encumbrances, etc. substantially in the form attached as **Schedule "B"**;

"**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Ontario;

"**Closing Date**" means the Business Day that is 2 days after the making of the Approval and Vesting Order or such later date as the parties otherwise agree to;

"**Company**" means Beta Limitee/Beta Brands Limited;

"**Deposit**" means all sums referenced in Paragraph 4.2(a);

"Premises" means the land and building located at 1156 Dundas Street East, London Ontario;

"Property" means only the property described on the attached **Schedule "A"**;

"Purchase Price" means the amount to be paid for the Property as referenced in Paragraph 4.1;

"Purchaser" means Crescent Commercial Corporation;

"Time of Closing" means 2:00 p.m. on the Closing Date or such other time on the Closing Date as the parties may agree upon in writing;

"Trustee" means any bankruptcy trustee appointed in respect of the Company; and

"Vendor" means Mintz & Partners Limited in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and not in its personal capacity.

1.2 Headings and Table of Contents. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Statute References. Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.5 Section and Schedule References. Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement.

1.6 Schedules. The following Schedules are attached to and form part of this Agreement:

Schedule "A" – Property

Schedule "B" – Approval and Vesting Order

1.7 Currency. All dollar amounts specifically referred to in this Agreement are in Canadian Dollars.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the terms and conditions hereof, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser hereby agrees to purchase from the Vendor all of the right, title and interest of the Vendor in and to the Property free and clear of all liens, claims and encumbrances save and except for Permitted Encumbrances.

2.2 As Is, Where Is. The Purchaser acknowledges and agrees that the Property is purchased on an "as is, where is" and "without recourse" basis and that it has inspected the Property and is relying entirely on its own investigations and its inspections in proceeding with the transactions contemplated hereunder.

2.3 Taxes. The Purchaser will be liable for and pay all taxes, duties and fees whatsoever which are payable in connection with the transactions herein. Notwithstanding the foregoing, the Purchaser may provide the Vendor with suitable exemption certificates indicating the Purchaser's entitlement to an exemption or exemptions from any tax, which exemption certificates, if in form and substance acceptable to the Vendor, acting reasonably, will be accepted by the Vendor in lieu of the Purchaser's obligations insofar as such tax is concerned. The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of any such taxes, duties and fees referred to in this Section 2.3, including any interest, penalties or other liabilities or costs incurred as a result of any failure by the Purchaser to pay such amounts when due.

2.4 Compliance with Laws. The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Property and the use thereof by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licences or other authorizations necessary or desirable for the transfer to the Purchaser of the Vendor's right, title and interest in the Property. The Purchaser shall not, however, be responsible for costs or liabilities associated with any pre-existing environmental conditions affecting the Premises.

2.5 Risk. The Property shall be and remain at the risk of the Vendor from and after the date hereof to the Closing Date. If, prior to the Closing Date, the Property shall be substantially damaged or destroyed by fire or other casualty, then, at its option, the Purchaser may decline to complete the transaction contemplated hereby. Such option shall be exercised in writing and received by the Vendor within three (3) Business Days after notification to the Purchaser by the Vendor of the occurrence of the loss or damage, in which event this Agreement shall be terminated and the Purchaser shall be entitled only to a return of the Deposit without interest and without any other compensation. If the Purchaser does not exercise such option, it shall complete the transaction contemplated hereby and shall be entitled to an assignment of the proceeds of insurance referable to such loss or damage. If any dispute arises under this paragraph as to whether damage or destruction is substantial, such dispute will be determined by an arbitrator mutually acceptable to the parties. If the parties fail to agree on an arbitrator, either may, after such party has notified the other of such failure to agree, give notice to the other party that it wishes to submit the dispute to arbitration by a single arbitrator in accordance with the *Arbitrations Act* of Ontario. The name of an arbitrator shall be proposed in such notice and if the other party is not agreeable to such proposed arbitrator, Section 8 of such Act shall be applicable. The decision of the arbitrator, which shall be final and binding on the parties, shall be made as soon as possible following his appointment and his fees and expenses shall be borne equally by the parties. The Purchaser agrees that all the insurance maintained by the Vendor shall be cancelled effective on the Closing Date and the Purchaser shall be responsible for placing its own insurance thereafter.

2.6 Finished Goods and Raw Materials. If the Property includes finished goods or raw materials inventory, the Purchaser agrees to indemnify and save harmless the Vendor with

respect to any claims, demands, losses, damages, costs, charges and expenses which the Vendor may suffer as a result of any claim made by any third party, including any member of the public, against the Vendor, based upon any damage suffered by such party and arising out of the sale of inventory by the Purchaser and the costs (including legal costs on a solicitor client basis) of enforcing the indemnity contained herein.

ARTICLE 3 CLOSING ARRANGEMENTS

3.1 Time and Place of Closing. The completion of the sale of the Property to the Purchaser will take place on the Closing Date at the Time of Closing at the offices of Gowling Lafleur Henderson LLP, Suite 1600, 1 First Canadian Place, Toronto, Ontario M5X 1G5, or such other place as may be agreed upon in writing by the parties.

3.2 Closing Deliveries by the Vendor. At the Time of Closing the Vendor shall execute (where required) and deliver to the Purchaser:

- (a) the Approval and Vesting Order;
- (b) Possession of the Property; and
- (c) All other documents reasonably necessary to effectually complete the transaction contemplated herein.

3.3 Closing Deliveries by the Purchaser. At the Time of Closing the Purchaser shall execute (where required) and deliver to the Vendor:

- (a) The balance of the Purchase Price;
- (b) Any exemption certificates relied upon by the Purchaser in connection with taxes payable in connection with the purchase of the Property; and
- (c) All other documents reasonably necessary to effectually complete the transaction contemplated herein.

ARTICLE 4 PURCHASE OF PROPERTY

4.1 Purchase Price. The Purchase Price shall be \$1,294,935.00.

4.2 Payment of Purchase Price. The Purchase Price shall be paid by the Purchaser to the Vendor as follows:

- (a) The sum of \$80,000 paid to the Vendor upon acceptance by the Vendor of the Purchaser's offer to purchase (the "First Deposit"). The Vendor acknowledges receipt of the First Deposit.

- (b) The sum of \$49,493.50 paid by certified cheque, bank draft or wire transfer to the Vendor within 1 business day of the Purchaser signing this Agreement (the "Second Deposit").
 - (c) The balance of the Purchase Price, after taking into account the First Deposit and the Second Deposit, shall be paid by certified cheque, bank draft or wire transfer at the Time of Closing.
- 4.3 **Adjustments.** No adjustments whatsoever to the Purchase Price are permitted.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties of the Vendor.** The Vendor represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated by this Agreement, as follows:

- (a) It has the authority to enter into this Agreement ~~and to sell its~~ right, title and interest in and to the Property, and ~~that this~~ Agreement is duly and validly executed and delivered by the Vendor;
- (b) It has done no act to encumber the Property save and except as disclosed by the Vendor to the Purchaser; and
- (c) It is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act (Canada)*.

5.2 **Representations and Warranties of the Purchaser.** The Purchaser hereby represents and warrants to the Vendor, and acknowledges that the Vendor is relying on such representations and warranties in connection with the transactions contemplated by this Agreement, as follows:

- (a) It is a corporation duly incorporated, organized and subsisting under the laws of Canada, Ontario or another province of Canada;
- (b) It has the corporate power and authority to enter into and perform its obligations under this Agreement and all necessary actions and approvals have been taken or obtained by the Purchaser to authorize the creation, execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the Purchaser, and this Agreement is enforceable against the Purchaser in accordance with its terms; and
- (c) It is not a non-Canadian for the purpose of the *Investment Canada Act (Canada)* and it is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*.

5.3 Purchaser's Acknowledgements. The Purchaser hereby acknowledges and agrees as follows:

- (a) It is responsible for conducting its own searches and investigations of the current and past uses of the Property;
- (b) The Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Property is or will be lawful or permitted;
- (c) The Vendor is providing no representations or warranties as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, existence, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied with respect to the Property.
- (d) It is satisfied with the Property and all matters and things connected therewith or in any way related thereto;
- (e) It is relying entirely upon its own investigations and inspections in entering into this Agreement;
- (f) It is purchasing the Property on an "as is, where is" basis including without limitation, outstanding work orders, deficiency notices, compliance requests, developments fees, imposts, lot levies, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any governmental authority having jurisdiction over the Property;
- (g) It shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Property and the use thereof by the Purchaser, including any stop work orders issued by the Ministry of Labour and it shall be the Purchaser's sole responsibility to obtain, and pay the cost, if any, of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Vendor's right, title and interest in the Property;
- (h) The Vendor shall have no liability or obligation with respect to the value, state or condition of the Property, whether or not the matter is within the knowledge or imputed knowledge of the Vendor, its officers, employees, directors, agents, representations and contractors;
- (i) The Vendor has made no representations or warranties with respect to or in any way related to the Property, including without limitation, the following:

- (i) The title, quality, quantity, marketability, fitness for any purpose, state, description, cost, size, condition, merchantability, valuation, revenues, expenses, assignability or location of the Property;
- (ii) Any set-off claims, lien claims or any other claims by any third parties against the Property;
- (iii) The environmental state of the Property, the existence, nature, kind, state or identity of any hazardous substances on, under, or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under the *Environmental Protection Act* (Ontario), or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Property including, without limitation, any obligation to deal with any discharge of any hazardous substances on, under or about the Property and any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any hazardous substances whether on, under or about the Property or elsewhere.

Without limiting the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), or any similar legislation in the Province of Ontario, do not apply hereto and have been waived by the Purchaser. The descriptions of the Property contained herein are for the purposes of identification only and no representation, warranty or condition has been or will be given by the Vendor concerning the accuracy of those descriptions and the Purchaser acknowledges that it does not rely on same. The Purchaser acknowledges and agrees that the Vendor makes no representation or warranty regarding any oral or written communication provided to the Purchaser by the Vendor or any of its affiliates, agents or representatives. The Purchaser acknowledges and agrees that the Vendor makes no representation or warranty regarding any oral or written communication provided to the Purchaser by the Company or any former employees of the Company, whether such former employees were under contract to the Vendor or otherwise at the time such information was provided.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Conditions of the Purchaser. The obligation of the Purchaser to complete the purchase of the Property is subject to the following conditions being fulfilled, or performed:

- (a) The Approval and Vesting Order shall have been made;
- (b) No action or proceeding, at law or in equity, shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the transaction contemplated herein;

- (c) All representations and warranties of the Vendor contained in this Agreement shall be true and correct as of the Closing Date with the same effect as though made on and as of that date;
- (d) The Vendor shall have complied with and performed all of its covenants and obligations contained in this Agreement required to be performed on or before the Closing Date; and
- (e) This Agreement shall not have been terminated in accordance with its provisions.

The foregoing conditions are for the exclusive benefit of the Purchaser, and any condition may be waived by it in whole or in part. Any such waiver is only binding on the Purchaser if it is made in writing. If the Purchaser refuses to waive one of the foregoing conditions and such condition cannot be complied with by the Vendor, then the Purchaser may, on notice in writing to the Vendor, elect to terminate the Agreement and not proceed with the purchase of the Property and the Deposit shall be returned without interest.

6.2 Conditions of the Vendor. The obligation of the Vendor to complete the sale of the Property to the Purchaser is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- (a) The Approval and Vesting Order shall have been made;
- (b) No action or proceeding, at law or in equity, shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the transactions contemplated herein and the Property shall not have been removed from the control of the Vendor by any means or process;
- (c) All representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date with the same effect as though made on and as of that date; and
- (d) The Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Vendor, and any condition may be waived by the Vendor in whole or in part. Any such waiver is only binding on the Vendor if it is made in writing. If the Vendor refuses to waive one of the foregoing conditions, which are for its exclusive benefit, and such condition cannot be complied with by the Purchaser, then the Vendor may, on notice in writing to the Purchaser elect to terminate the Agreement and not proceed with the sale of the Property. In the event one or both of conditions (c) and (d) are not satisfied or waived the Deposit shall be retained by the Vendor and otherwise the Deposit shall be returned to the Purchaser without interest.

**ARTICLE 7
COURT APPROVAL**

7.1 Approval and Vesting Order. The Vendor covenants and agrees to seek, and use its best efforts to obtain an Approval and Vesting Order.

**ARTICLE 8
REMOVAL OF PROPERTY**

8.1 Access. The Vendor shall provide the Purchaser with access to the Premises for 120 days after the Closing Date (the "Access Period") for the purpose of selling, disassembling and removing the Property. The Purchaser's right to access during the Access Period shall be exclusive save and except for the rights of the Vendor.

8.2 Removal. Unless otherwise agreed to in writing by the Parties, all Property shall be removed from the Premises prior to the expiry of the Access Period. Any assets and property that is not removed from the Premises by the expiry of the Access Period shall be deemed not to be included in the Property.

8.3 Removal Costs. The Purchaser will be responsible for: (a) the costs of selling, disassembling and removing the Property from the Premises; (b) repairing any damage caused to the Premises as a result of such removal promptly and at its own expense; and (c) appropriately capping, at its own expense, all electrical, natural gas and ventilation services affected by the removal of the Property.

8.4 Costs During Access. The Purchaser shall not be required to pay rent, utilities or other access costs during the Access Period.

8.5 Removal of Purchased Assets. The Purchaser covenants and agrees that it will use reasonable care in disassembling and removing the Property from the Premises so as not to cause damage to the Premises.

8.6 Compliance with Laws. The Purchaser shall comply with all applicable laws or government regulations to the extent required for the purposes selling, disassembly and removal of the Property and restoration of the Premises.

8.7 Indemnity. The Purchaser hereby indemnifies and saves harmless the Vendor, its employees, agents, servants and representatives from and against any and all claims, actions, causes of action, losses, liabilities, debts, demands, costs and expenses suffered or incurred by the Vendor, its employees, agents, servants and representatives caused by, in connection with, or arising from the Purchaser's access to the Premises, which result from the negligent acts and omissions of the Purchaser, its employees, servants, agents and invitees.

8.8 Release. The Purchaser (the "Releasor") does hereby release and forever discharge the Vendor, its employees, agents, servants and representatives (collectively, the "Releasee") from all claims, actions, causes of action, losses, liabilities, debts, demands, costs, and expenses whatsoever (collectively, "Claims"), which the Releasor may hereafter have against the

Releasee, caused by, in connection with, or arising from its access to the Premises, including without limitation, all of the acts and omissions of the Releasor, save and except for Claims that result from negligent acts or omission of the Releasee or any person other than the Releasor or the Releasor's employees, agents, servants and representatives.

ARTICLE 9 GENERAL MATTERS

9.1 Notices. Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (a) delivered personally, (b) sent by prepaid courier service, or (c) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

(a) If to the Purchaser, to:

Crescent Commercial Corporation
5430 Avenue Royalmount
Mont-Royal, PQ H4P 1H4
Attention: Jasen Kisber
Fax: (514) 342-7874

(b) If to the Vendor, to:

Mintz & Partners Limited in its capacity as
interim receiver and receiver of Beta
Limitee/Beta Brands Limited

1 Concorde Gate, Suite 200
Toronto, Ontario M3C 4G4

Attention: Mr. Daniel Weisz, CA-CIRP, CIRP
Fax: (416) 644-4303.

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery, if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent prior to 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

9.2 Vendor's Capacity. The Purchaser acknowledges and agrees that, in executing this Agreement and completing the transactions contemplated hereby, the Vendor acts solely in its

capacity as interim receiver and receiver of the Company and, except as regards its representations and warranties in Paragraph 5.1 hereof, shall have no personal or corporate liability under or as a result of this Agreement or any matter related hereto.

9.3 Time of Essence. Time shall be of the essence of this Agreement in all respects.

9.4 Further Assurances. Each party shall, at the expense of the Purchaser, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party may reasonably require, for the purposes of giving effect to this Agreement.

9.5 Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the Vendor and its successors and permitted assigns, and the Purchaser and its heirs, administrators, executors, successors and permitted assigns. The Purchaser shall not be entitled to assign its rights or obligations hereunder without the prior written consent of the Vendor, which may be unreasonably withheld. Notwithstanding the above, the Purchaser may direct, in writing, prior to obtaining the Approval and Vesting Order that the said order vests title to the Property in any person.

9.6 Amendment. No amendment of this Agreement will be effective unless made in writing and signed by the parties.

9.7 Obligations, Representations and Warranties to Survive. Notwithstanding the completion of the transactions set out in this Agreement or the delivery of documents pursuant to this Agreement, the obligations, covenants, representations and warranties of the parties hereto shall survive the completion of the transactions and shall remain in full force and effect and shall not merge as a result thereof unless otherwise expressly stated herein.

9.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, terms and conditions of sale issued by the Vendor, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

9.9 Waiver. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

9.10 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

9.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

9.13 Attornment. Each party agrees: (a) that any action or proceeding relating to this Agreement shall be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court; (b) that it irrevocably waives any right to, and shall not, oppose any such Ontario action or proceeding on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this section.


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DATED as of the date first written above.

CRESCENT COMMERCIAL CORPORATION

Per: 
Name: Jasen Kisber
Title: Director of Business Development

MINTZ & PARTNERS LIMITED
in its capacity as interim receiver and receiver of
Beta Limited/Beta Brands Limited and not in its
personal capacity

Per: 
Name: DANICE WEISZ
Title: SENIOR VICE PRESIDENT

SCHEDULE "A"

PROPERTY

Property includes all assets located in the facility at the Premises except any hazardous or toxic materials and excluding the following:

- a) 2 Xerox photocopiers
- b) Telus telephone system
- c) Pitney Bowes stamp machine
- d) Hygiene disposal units in washrooms
- e) Blue and orange pallets
- f) All fixtures, including wood paneling and trim and light fixtures
- g) The safe located in the Credit Union office
- h) Salt bins located on the exterior of the Premises
- i) Packaging, film and molds with, or related, to Beta Brands trademarks
- j) Books and records located on the Premises
- k) All components of the building's heating, ventilation and air conditioning ("HVAC") system including all components in the boiler room and all supplies in the facility required to operate the HVAC system

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OFFER TO PURCHASE ASSETS

THIS OFFER dated the 16th day of MARCH, 2007.

TO: MINTZ & PARTNERS LIMITED in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and not in its personal capacity (the "Vendor")

THE UNDERSIGNED hereby offers to purchase the Property, as hereinafter defined, from the Vendor for an aggregate purchase price of \$ 200,000 subject to the terms and conditions hereinafter set forth in Schedule "C".

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Offer, the following terms shall have the following meanings:

"Approval Order" means the order referenced in Paragraph 7.1(a);

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in Ontario;

"Closing Date" means the Business Day that is 30 days from the acceptance of this Offer or such date as the parties otherwise agree to;

"Company" means Beta Limitee/Beta Brands Limited;

"Deposit" means all sums referenced in Paragraph 4.2(a);

"Permitted Encumbrances" means those encumbrances listed on the attached Schedule "A";

"Premises" means the land and building located at 1156 Dundas Street East, London Ontario;

"Property" means only the property described on the attached Schedule "B";

"Purchase Price" means the amount to be paid for the Property as referenced in Paragraph 4.1;

"Purchaser" means 3651410 CANADA INC o/a REGAL CONFECTIONS

"Real Property" means the real property referred to in Schedule "B" hereto, if any;

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“Requisition Period” means the period referenced in Paragraph 6.1;

“Time of Closing” means 2:00 p.m. on the Closing Date or such other time on the Closing Date as the parties may agree upon in writing;

“Trustee” means any bankruptcy trustee appointed in respect of the Company; and

“Vesting Order” means the Order referenced in Paragraph 7.1(a).

1.2 Headings and Table of Contents. The division of this Offer into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Offer.

1.3 Number and Gender. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Statute References. Any reference in this Offer to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.5 Section and Schedule References. Unless the context requires otherwise, references in this Offer to Sections or Schedules are to Sections or Schedules of this Offer.

1.6 Schedules. The following Schedules are attached to and form part of this Offer:

Schedule “A” – Permitted Encumbrances

Schedule “B” – Property and Allocation of Purchase Price

1.7 Currency. All dollar amounts specifically referred to in this Offer are in Canadian Dollars.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the terms and conditions hereof, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser hereby agrees to purchase from the Vendor all of the right, title and interest of the Vendor in and to the Property free and clear of all liens, claims and encumbrances save and except for Permitted Encumbrances.

2.2 As Is, Where Is. The Purchaser acknowledges and agrees that the Property is purchased on an “as is, where is” and “without recourse” basis and that it has inspected the Property and is relying entirely on its own investigations and its inspections in proceeding with the transactions contemplated hereunder.

2.3 Taxes. The Purchaser will be liable for and pay all taxes, duties and fees whatsoever which are payable in connection with the transactions herein. Notwithstanding the foregoing, the Purchaser may provide the Vendor with suitable exemption certificates indicating the Purchaser's entitlement to an exemption or exemptions from any tax, which exemption certificates, if in form



and substance acceptable to the Vendor, acting reasonably, will be accepted by the Vendor in lieu of the Purchaser's obligations insofar as such tax is concerned. The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of any such taxes, duties and fees referred to in this Section 2.3, including any interest, penalties or other liabilities or costs incurred as a result of any failure by the Purchaser to pay such amounts when due.

2.4 Compliance with Laws. The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Property and the use thereof by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licences or other authorizations necessary or desirable for the transfer to the Purchaser of the Vendor's right, title and interest in the Property.

2.5 Assumption of Liabilities. Subject to the terms of this Offer, the Purchaser shall assume, discharge, perform and fulfil, and shall indemnify and save the Vendor harmless of and from, all debts, liabilities or obligations incurred by or arising from and after the Closing Date. The Purchaser shall not assume any liabilities of the Company prior to the Closing Date, except as may be set out expressly herein.

2.6 Risk. The Property shall be and remain at the risk of the Vendor from and after the date hereof. If, prior to the Closing Date, the Property shall be substantially damaged or destroyed by fire or other casualty, then, at its option, the Purchaser may decline to complete the transaction contemplated hereby. Such option shall be exercised in writing and received by the Vendor within three (3) Business Days after notification to the Purchaser by the Vendor of the occurrence of the loss or damage, in which event this Offer shall be terminated and the Purchaser shall be entitled only to a return of the Deposit and without any other compensation. If the Purchaser does not exercise such option, it shall complete the transaction contemplated hereby and shall be entitled to an assignment of the proceeds of insurance referable to such loss or damage. If any dispute arises under this paragraph as to whether damage or destruction is substantial, such dispute will be determined by an arbitrator mutually acceptable to the parties. If the parties fail to agree on an arbitrator, either may, after such party has notified the other of such failure to agree, give notice to the other party that it wishes to submit the dispute to arbitration by a single arbitrator in accordance with the *Arbitrations Act* of Ontario. The name of an arbitrator shall be proposed in such notice and if the other party is not agreeable to such proposed arbitrator, Section 8 of such Act shall be applicable. The decision of the arbitrator, which shall be final and binding on the parties, shall be made as soon as possible following his appointment and his fees and expenses shall be borne equally by the parties. The Purchaser agrees that all the insurance maintained by the Vendor shall be cancelled effective on the Closing Date and the Purchaser shall be responsible for placing its own insurance thereafter.

2.7 Finished Goods and Raw Materials. If the Property includes finished goods or raw materials inventory, the Purchaser agrees to indemnify and save harmless the Vendor with respect to any claims, demands, losses, damages, costs, charges and expenses which the Vendor may suffer as a result of any claim made by any third party, including any member of the public, against the Vendor, based upon any damage suffered by such party and arising out of the sale of



inventory by the Purchaser and the costs (including legal costs on a solicitor client basis) of enforcing the indemnity contained herein.

ARTICLE 3 CLOSING ARRANGEMENTS

3.1 Time and Place of Closing. The completion of the sale of the Property to the Purchaser will take place on the Closing Date at the Time of Closing at the offices of Gowling Lafleur Henderson LLP, Suite 1600, 1 First Canadian Place, Toronto, Ontario M5X 1G5, or such other place as may be agreed upon in writing by the parties.

3.2 Closing Deliveries by the Vendor. At the Time of Closing the Vendor shall execute (where required) and deliver to the Purchaser:

- (a) All deeds, conveyances, bills of sale, and assignments as may be reasonably necessary to transfer its right, title and interest in and to the Property to the Purchaser in the manner contemplated by this Offer including, without limitation, the Vesting Order;
- (b) Possession of the Property; and
- (c) All other documents reasonably necessary to effectually complete the transaction contemplated herein.

3.3 Closing Deliveries by the Purchaser. At the Time of Closing the Purchaser shall execute (where required) and deliver to the Vendor:

- (a) The balance of the Purchase Price;
- (b) Any exemption certificates relied upon by the Purchaser in connection with taxes payable in connection with the purchase of the Property; and
- (c) All other documents reasonably necessary to effectually complete the transaction contemplated herein.

ARTICLE 4 PURCHASE OF PROPERTY

4.1 Purchase Price. The Purchase Price shall be \$_____ allocated among the categories of Property as set forth in **Schedule "B"** hereto.

4.2 Payment of Purchase Price. The Purchase Price shall be paid by the Purchaser to the Vendor as follows:

- (a) The sum equal to five (5) per cent of the Purchase Price by certified cheque was delivered with this Offer and further deposit of five (5) per cent of the Purchase Price shall be delivered by the Purchaser to the Vendor by certified cheque, bank



draft or wire transfer within one (1) Business Day of the acceptance of this Offer, both amounts to be held in trust by the Vendor's counsel (the "Deposit").

- (b) Subject to adjustment, the balance of the Purchase Price, after taking into account the Deposit, shall be paid by certified cheque, bank draft or wire transfer at the Time of Closing.

4.3 Adjustments. The following adjustments shall be adjustments made on a *per diem* basis as of the Closing Date with the Closing Date being for the Purchaser's account or benefit, as the case may be:

- (a) Utilities and municipal realty taxes for any Real Property.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Vendor. The Vendor represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated by this Offer, as follows:

- (a) It has the authority to accept this Offer and to sell its right, title and interest in and to the Property, and that this Offer is duly and validly executed and delivered by the Vendor;
- (b) It has done no act to encumber the Property save and except as disclosed by the Vendor to the Purchaser; and
- (c) It is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

5.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Vendor, and acknowledges that the Vendor is relying on such representations and warranties in connection with the transactions contemplated by this Offer, as follows:

- (a) It is a corporation duly incorporated, organized and subsisting under the laws of Canada, Ontario or another province of Canada;
- (b) It has the corporate power and authority to enter into and perform its obligations under this Offer and all necessary actions and approvals have been taken or obtained by the Purchaser to authorize the creation, execution, delivery and performance of this Offer and this Offer has been duly executed and delivered by the Purchaser, and this Offer is enforceable against the Purchaser in accordance with its terms; and
- (c) It is not a non-Canadian for the purpose of the *Investment Canada Act* (Canada) and it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

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5.3 Purchaser's Acknowledgements. The Purchaser hereby acknowledges and agrees as follows:

- (a) It is responsible for conducting its own searches and investigations of the current and past uses of the Property;
- (b) The Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Property is or will be lawful or permitted;
- (c) The Vendor is providing no representations or warranties as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, existence, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied with respect to the Property.
- (d) It is satisfied with the Property and all matters and things connected therewith or in any way related thereto;
- (e) It is relying entirely upon its own investigations and inspections in entering into this Offer;
- (f) It is purchasing the Property on an "as is, where is" basis including without limitation, outstanding work orders, deficiency notices, compliance requests, developments fees, imposts, lot levies, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any governmental authority having jurisdiction over the Property;
- (g) It shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Property and the use thereof by the Purchaser, including any stop work orders issued by the Ministry of Labour and it shall be the Purchaser's sole responsibility to obtain, and pay the cost, if any, of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Vendor's right, title and interest in the Property;
- (h) It will provide the Vendor with all requisite information and materials, including proof respecting source of funds, at any time or times within 2 Business Days of request by the Vendor so that the Vendor may determine the credit worthiness of the Purchaser and any related parties thereto;
- (i) The Vendor shall have no liability or obligation with respect to the value, state or condition of the Property or of any buildings or structures on the Real Property, whether or not the matter is within the knowledge or imputed knowledge of the Vendor, its officers, employees, directors, agents, representations and contractors;



- (j) The Vendor has made no representations or warranties with respect to or in any way related to the Property, including without limitation, the following:
- (i) The title, quality, quantity, marketability, fitness for any purpose, state, description, cost, size, condition, merchantability, valuation, revenues, expenses, assignability or location of the Property;
 - (ii) Any set-off claims, lien claims or any other claims by any third parties against the Property;
 - (iii) The environmental state of the Property and the Real Property, the existence, nature, kind, state or identity of any hazardous substances on, under, or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under the *Environmental Protection Act* (Ontario), or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Property including, without limitation, any obligation to deal with any discharge of any hazardous substances on, under or about the Property and any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any hazardous substances whether on, under or about the Property or elsewhere.

Without limiting the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), or any similar legislation in the Province of Ontario, do not apply hereto and have been waived by the Purchaser. The descriptions of the Property contained herein are for the purposes of identification only and no representation, warranty or condition has been or will be given by the Vendor concerning the accuracy of those descriptions and the Purchaser acknowledges that it does not rely on same. The Purchaser acknowledges and agrees that the Vendor makes no representation or warranty regarding any oral or written communication provided to the Purchaser by the Vendor or any of its affiliates, agents or representatives. The Purchaser acknowledges and agrees that the Vendor makes no representation or warranty regarding any oral or written communication provided to the Purchaser by the Company or any former employees of the Company, whether such former employees were under contract to the Vendor or otherwise at the time such information was provided.

ARTICLE 6 REQUISITION PERIOD

6.1 Requisition Period. If the Property includes Real Property, the Purchaser shall be allowed until 5:00 p.m. on the Business Day that is ten (10) Business Days from the acceptance of this Offer to investigate the title to the Real Property at the Purchaser's own expense. If within such time the Purchaser shall furnish the Vendor in writing with any valid objection to title to the Real Property or that present uses are the legal uses thereof or legal nonconforming uses which may be continued, which the Vendor is unable or unwilling to remove, remedy or satisfy and

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which the Purchaser will not waive, then the Agreement shall be terminated, the Deposit shall be returned to the Purchaser and neither party shall have any further rights or liabilities hereunder. Save as to any valid objection made as aforesaid or which the law allows to be made and is made after expiry of the aforesaid period, the Purchaser shall be conclusively deemed to have accepted the title to the Property to be vested in the Purchaser on closing in accordance with this Offer. The Purchaser agrees to accept the Vendor's title and interest in the Real Property and fixtures, subject to municipal requirements, building and zoning by-laws (subject to objections to the present uses not being lawful referred to above), encroachments, encumbrances, easements, rights of re-entry, agreements, regulations, by-laws, restrictive covenants, other restrictions and covenants that run with the Real Property and similar matters and the Purchaser shall assume responsibility from and after the Closing Date for compliance with all of the above. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except as are in the control or possession of the Vendor. The Vendor shall not be required to produce any other document or report to the Purchaser, unless it is expressly provided for by this Offer. The Vendor agrees that it will deliver any existing plans or surveys of the Property in its possession or control to the Purchaser as soon as possible and in any event at least five (5) days prior to the last day allowed for examining title. The description of the Real Property is believed by the Vendor to be correct but, if any statement, error or omission shall be found in the particulars thereof, the same shall not cancel the sale or entitle the Purchaser to be relieved of any obligation hereunder, nor shall any compensation be allowed to the Purchaser in respect thereof.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Conditions of the Purchaser. The obligation of the Purchaser to complete the purchase of the Property is subject to the following conditions being fulfilled, or performed:

- (a) An order of the Ontario Superior Court of Justice (In Bankruptcy and Insolvency) shall have been issued, in form and substance acceptable to the Purchaser and the Vendor, acting reasonably, approving the sale of the Property to the Purchaser in accordance with the terms of this Offer, directing that the Vendor complete the transactions contemplated herein and vesting the Property in the Purchaser free and clear of any and all liens, claims, encumbrances and mortgages whatsoever other than Permitted Encumbrances and other matters the Purchaser has expressly agreed to take title subject to hereunder;
- (b) No action or proceeding, at law or in equity, shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the transaction contemplated herein;
- (c) All representations and warranties of the Vendor contained in this Offer shall be true and correct as of the Closing Date with the same effect as though made on and as of that date;
- (d) The Vendor shall have complied with and performed all of its covenants and obligations contained in this Offer required to be performed on or before the Closing Date; and



- (e) This Offer shall not have been terminated in accordance with its provisions.

The foregoing conditions are for the exclusive benefit of the Purchaser, and any condition may be waived by it in whole or in part. Any such waiver is only binding on the Purchaser if it is made in writing. If the Purchaser refuses to waive one of the foregoing conditions and such condition cannot be complied with by the Vendor, then the Purchaser may, on notice in writing to the Vendor, elect to terminate the Offer and not proceed with the purchase of the Property and the Deposit shall be returned.

7.2 Conditions of the Vendor. The obligation of the Vendor to complete the sale of the Property to the Purchaser is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- (a) An order of the Ontario Superior Court of Justice (In Bankruptcy and Insolvency) shall have been issued approving the sale of the Property to the Purchaser in accordance with the terms of this Offer, directing that the Vendor complete the transactions contemplated herein and vesting the Property in the Purchaser free and clear of any and all liens, claims and encumbrances whatsoever other than Permitted Encumbrances and other matters the Purchaser has expressly agreed to take title subject to hereunder;
- (b) No action or proceeding, at law or in equity, shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the transactions contemplated herein and the Property shall not have been removed from the control of the Vendor by any means or process;
- (c) All representations and warranties of the Purchaser contained in this Offer shall be true and correct as of the Closing Date with the same effect as though made on and as of that date; and
- (d) The Purchaser shall have performed each of its obligations under this Offer to the extent required to be performed on or before the Closing Date;

The foregoing conditions are for the exclusive benefit of the Vendor, and any condition may be waived by the Vendor in whole or in part. Any such waiver is only binding on the Vendor if it is made in writing. If the Vendor refuses to waive one of the foregoing conditions, which are for its exclusive benefit, and such condition cannot be complied with by the Purchaser, then the Vendor may, on notice in writing to the Purchaser elect to terminate the Offer and not proceed with the sale of the Property. In the event one or both of conditions (c) and (d) are not satisfied or waived the Deposit shall be retained by the Vendor and otherwise the Deposit shall be returned to the Purchaser.

ARTICLE 8 COURT APPROVAL

8.1 Approval and Vesting Order. The Vendor covenants and agrees to seek, and use its best efforts to obtain an Approval Order and Vesting Order forthwith after the period referred to

in Article 6.1 has expired or, if Article 6.1 is not applicable, forthwith after the acceptance of this Offer.

ARTICLE 9 PLANNING ACT

9.1 Planning Act. This Offer is subject to the express condition that if the provisions of section 50 of the *Planning Act* (Ontario) apply to the purchase and sale of any Real Property, then this Offer, when accepted, shall be effective to create an interest in that Real Property only if such provisions are complied with failing which this Offer shall be terminated, in which event neither party shall be under any further obligation under this Offer and the Deposit shall be returned to the Purchaser.

ARTICLE 10 REMOVAL OF PROPERTY

10.1 Removal. Unless otherwise agreed to in writing by the Parties, all Property shall be removed from the Premises within 20 days after the Closing Date unless the Property includes Real Property.

10.2 Access. The Vendor shall provide the Purchaser with reasonable access to the Premises for the purpose of disassembling and removing the Property.

10.3 Removal Costs. The Purchaser will be responsible for: (a) the costs of disassembling and removing the Property from the Premises; (b) repairing any damage caused to the Premises as a result of such removal promptly and at its own expense; (c) removing any debris resulting from the disassembly or removal of the Property from the Premises at its own expense; and (d) appropriately capping, at its own expense, all electrical, natural gas and ventilation services affected by the removal of the Property.

10.4 Costs During Access. If the Purchaser requires exclusive access to the Premises for the purpose of disassembling and removing the Property, the Purchaser shall bear any and all costs relating to the operation of the Premises during the period the Purchaser has access to the Premises including, without limitation, all utility charges and all costs necessary to secure the Premises.

10.5 Removal of Purchased Assets. The Purchaser covenants and agrees that it will use reasonable care in disassembling and removing the Property from the Premises so as not to cause damage to the Premises.

10.6 Compliance with Laws. The Purchaser shall comply with all applicable laws or government regulations to the extent required for the purposes of completion of disassembly and removal of the Property and restoration of the Premises.

10.7 Indemnity. The Purchaser hereby indemnifies and saves harmless the Vendor, its employees, agents, servants and representatives from and against any and all claims, actions,



causes of action, losses, liabilities, debts, demands, costs and expenses suffered or incurred by the Vendor, its employees, agents, servants and representatives caused by, in connection with, or arising from the Purchaser's access to the Premises, which result from the negligent acts and omissions of the Purchaser, its employees, servants, agents and invitees.

10.8 Release. The Purchaser (the "Releasor") does hereby release and forever discharge the Vendor, its employees, agents, servants and representatives (collectively, the "Releasee") from all claims, actions, causes of action, losses, liabilities, debts, demands, costs, and expenses whatsoever (collectively, "Claims"), which the Releasor may hereafter have against the Releasee, caused by, in connection with, or arising from its access to the Premises, including without limitation, all of the acts and omissions of the Releasor, save and except for Claims that result from negligent acts or omission of the Releasee or any person other than the Releasor or the Releasor's employees, agents, servants and representatives.

ARTICLE 11 GENERAL MATTERS

11.1 Notices. Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Offer shall be in writing and shall be effectively given and made if: (a) delivered personally, (b) sent by prepaid courier service, or (c) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

(a) If to the Purchaser, to:

3651410 CANADA INC. o/a REGAL CONFECTIONS
1625 boul. Dagenais Ouest,
LAVAL, Quebec. H7L 5A3

Attention: PAUL DAVID
Fax: (450) 628-6844

(b) If to the Vendor, to:

Mintz & Partners Limited in its capacity as
interim receiver and receiver of Beta
Limitee/Beta Brands Limited

1 Concorde Gate, Suite 200
Toronto, Ontario M3C 4G4

Attention: Mr. Daniel Weisz, CA-CIRP, CIRP
Fax: (416) 644-4303.

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery, if delivered, or on the day of faxing or sending by other

means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent prior to 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

11.2 Books and Records. If the Property includes books and records of the Company, the Purchaser undertakes to store the same without charge at the location specified for notices to the Purchaser hereunder. The Purchaser shall allow the Vendor, or any Trustee appointed, access from time to time to any such books and records during the Purchaser's business hours upon reasonable notice and shall permit the Vendor or the Trustee (if appointed) to make copies thereof at their expense. At any time after the sixth anniversary of Closing Date, the Purchaser may destroy any such books and records provided the Purchaser gives the Vendor and the Trustee (if appointed) 60 days prior notice of its intention to do so and the Vendor or the Trustee (if appointed) fails within that period to retake possession of the same.

11.3 Vendor's Capacity. The Purchaser acknowledges and agrees that, in executing this Offer and completing the transactions contemplated hereby, the Vendor acts solely in its capacity as interim receiver and receiver of the Company and, except as regards its representations and warranties in Paragraph 5.1 hereof, shall have no personal or corporate liability under or as a result of this Offer or any matter related hereto.

11.4 Time of Essence. Time shall be of the essence of this Offer in all respects.

11.5 Further Assurances. Each party shall, at the expense of the Purchaser, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Offer that the other party may reasonably require, for the purposes of giving effect to this Offer.

11.6 Successors and Assigns. This Offer shall enure to the benefit of, and be binding on, the Vendor and its successors and permitted assigns, and the Purchaser and its heirs, administrators, executors, successors and permitted assigns. The Purchaser shall not be entitled to assign its rights or obligations hereunder without the prior written consent of the Vendor, which may be unreasonably withheld. Notwithstanding the above, the Purchaser may direct, in writing, prior to obtaining the Approval Order and Vesting Order that the said orders vest title to the Property in any person.

11.7 Amendment. No amendment of this Offer will be effective unless made in writing and signed by the parties.

11.8 Obligations, Representations and Warranties to Survive. Notwithstanding the completion of the transactions set out in this Offer or the delivery of documents pursuant to this Offer, the obligations, covenants, representations and warranties of the parties hereto shall survive the completion of the transactions and shall remain in full force and effect and shall not merge as a result thereof unless otherwise expressly stated herein.



11.9 Entire Offer. This Offer constitutes the entire agreement between the parties pertaining to the subject matter of this Offer and supersedes all prior agreements, terms and conditions of sale issued by the Vendor, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Offer (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Offer.

11.10 Waiver. A waiver of any default, breach or non-compliance under this Offer is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Offer shall not operate as a waiver of that party's rights under this Offer in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

11.11 Severability. Any provision of this Offer which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Offer, all without affecting the remaining provisions of this Offer or affecting the validity or enforceability of such provision in any other jurisdiction.

11.12 Counterparts. This Offer may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Offer which was so faxed.

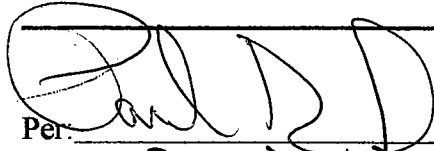
11.13 Governing Law. This Offer shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

11.14 Attornment. Each party agrees: (a) that any action or proceeding relating to this Offer shall be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court; (b) that it irrevocably waives any right to, and shall not, oppose any such Ontario action or proceeding on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this section.

11.15 Binding Offer. The Purchaser agrees that this Offer, until accepted by the Vendor, is a valid and binding offer to purchase which may not be revoked or terminated by the Purchaser prior to, and shall be open for the Vendor to accept, until MAR. 30/07 at 11:59 p.m., Toronto time. Upon acceptance of this Offer by the Vendor, the Offer shall become a binding agreement of purchase and sale between the Purchaser and the Vendor pursuant to the terms and conditions set out herein.

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DATED as of the date first written above.

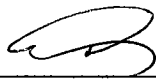


Per: _____
Name: PAUL DAVID
Title: Director of Finance

AGREED TO AND ACCEPTED this 16th day of MARCH, 2007.

MINTZ & PARTNERS LIMITED

in its capacity as interim receiver and receiver of
Beta Limitee/Beta Brands Limited and not in its
personal capacity

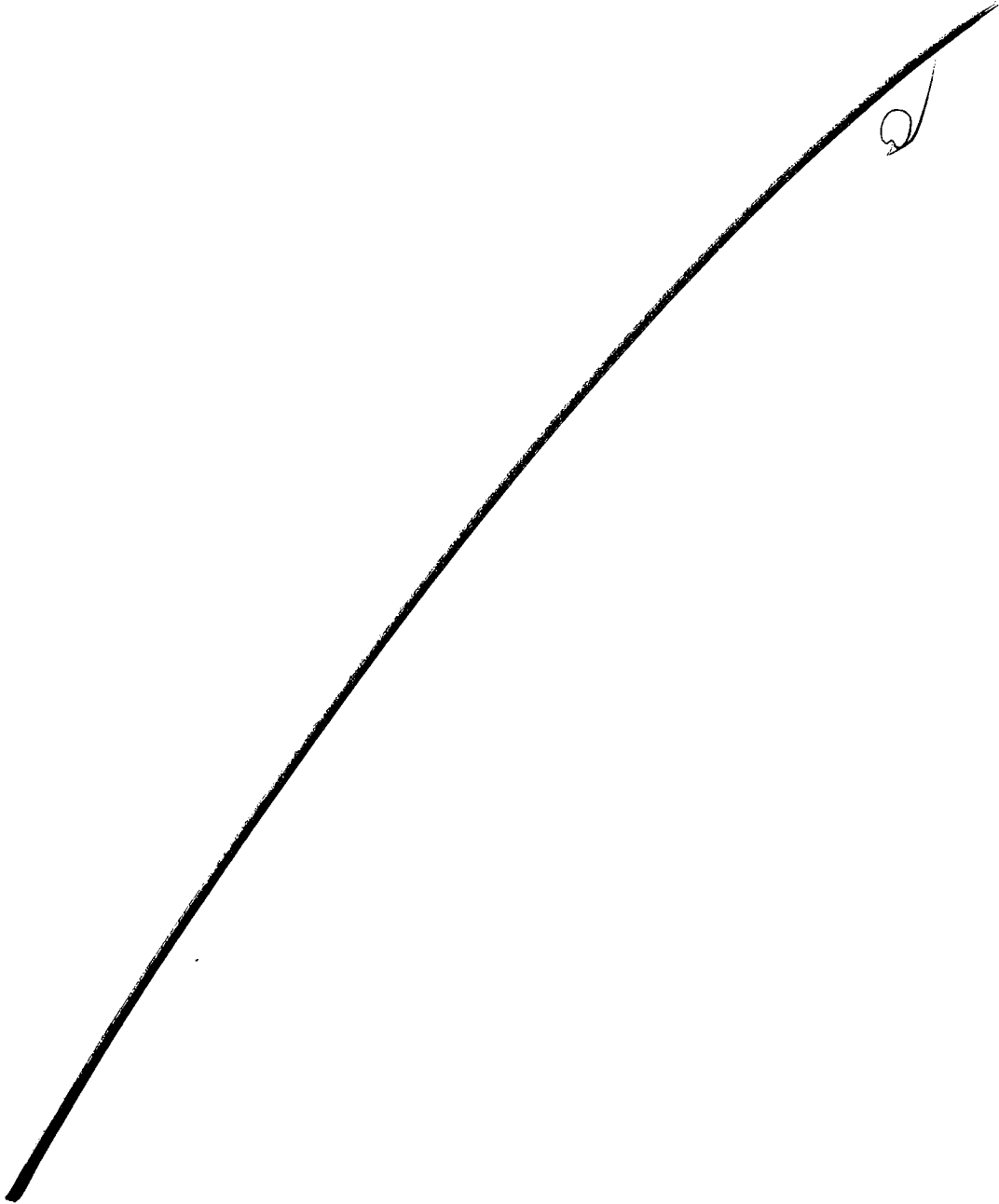


Per: _____
Name: DANIEL WEISZ
Title: SENIOR VICE PRESIDENT

SCHEDULE "A"

**PERMITTED ENCUMBRANCES
RELATING TO THE REAL PROPERTY**

All encumbrances on and registrations against any Real Property included in Schedule "B" that do not relate to financial obligations owing by Beta Limitee/Beta Brands Limited



SCHEDULE "B"

Parcel	Purchase Price

OR

SEE ATTACHED

TOR_LAW\6508209\2

Q

SCHEDULE "C"

3651410 Canada Inc. o/a REGAL CONFECTIONS is submitting a bid for the **Portfolio of Canadian Confectionery Trademarks** as outlined in Appendix "D" of the information package.

We hereby offer a purchase price of \$200,000 for the entire Portfolio of Trademarks.

A handwritten mark, possibly a signature or initials, consisting of a stylized 'a' or similar character.

SCHEDULE "C"

3651410 Canada Inc. o/a REGAL CONFECTIONS is submitting a bid for the **Portfolio of Canadian Confectionery Trademarks** as outlined in Appendix "D" of the information package.

We hereby offer a purchase price of \$200,000 for the entire Portfolio of Trademarks, including all molds, packaging and film related to the trademarks.

A handwritten mark, possibly a signature or initials, consisting of a stylized, cursive letter 'R' or similar character.

G

FORM 74

Reclamation of Property
(Subsection 81(4) of the Act)

(All notices or correspondence regarding this claim are to be forwarded to the following address:
2300 MEADOWVALE BLVD. MISSISSAUGA, ON L5N 5P9.

I, DARLENE M. LIGAN, of the TOWN of OAKVILLE in
the Province of ONTARIO,

DO HEREBY CERTIFY:

1. That I am the claimant, (or That I am) _____

RECOVERY SPECIALIST
(State position or title)

of (GE UFS CANADA LIMITED) PARTNERSHIP.
(Name of claimant)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That on the 3 day of JANUARY 2007 the debtor made an assignment (or
a bankruptcy order was made against the debtor or the debtor filed a notice of intention or a proposal).

4. That, on that date, the property enumerated in the document(s) attached and marked "A" (and "B") was in the
possession of the bankrupt, and still remains in the possession of the bankrupt and (or) the trustee.

5. That the claimant hereby claims that property, or interest or right in it, by virtue of the document(s) attached
and marked "A" (and "B"), namely:

(Set out the particulars of all documents serving as proof of the claim, giving

(i) the grounds on which the claim is based, and

*(ii) sufficient particulars to enable the property to be identified; if the particulars do not appear on
the face of the documents, attach an additional statement marked "B" setting them forth.)*

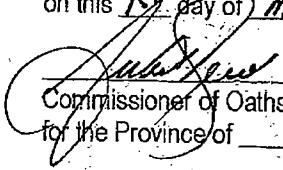
FORM 74 – Concluded

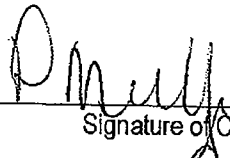
6. That the claimant is entitled to demand from the trustee the return of the property enumerated in these document(s).

7. That I hereby demand that the trustee return to me (or to the claimant whom I represent) the property enumerated in the document(s) within the 15 days after the filing of this form, or within the 15 days after the first meeting of the creditors of the debtor, whichever is the later.

SWORN (or SOLEMNLY DECLARED)

before me at City of Mississauga (city, town or village)
in the Province of Ontario
on this 15th day of March 2007


Commissioner of Oaths
for the Province of _____


Signature of Claimant

WARNING: Subsection 201(1) of the Act prescribes severe penalties for making any false claim, declaration or statement of account.

Juliet Angela Field, Notary Public, Regional Municipality of Peel, limited to the attestation of instruments and the taking of affidavits for General Electric Canada Inc., and its subsidiaries, associates and affiliates.
Expires April 30, 2007.

SCHEDULE "A"



GE VFS Canada Limited Partnership

2300 Meadowvale Blvd.
Mississauga, ON L5N 5P9
1 800 461-9039 X6289

February 28, 2007

STATEMENT OF ACCOUNT
For
BETA BRANDS LIMITED
LEASE # 4320583-001

Monthly pmt amt:	\$1,241.89 taxes incl.
Billed bank charges:	\$ 50.00
Billed late charges:	\$ 0.00
Total number of remaining payments: (Includes past due payments)	40 @ \$1,241.89 taxes incl.
Purchase Option:	\$20,528.35 taxes incl.

Total amount of claim for past due and future payments plus the purchase option and any billed fees:

\$70,253.95 taxes incl.

Prepared by:

A handwritten signature in black ink, appearing to read 'DMilligan'.

Darlene Milligan
Recovery Specialist
GE VFS Canada Limited Partnership

SCHEDULE "B"

905 858 5152

FINANCIAL SERVICES

Lease Agreement Number: 4320583-001

01:22:13 p.m. 05-19-2005

2/2

LESSEE (Full Legal Name)		BETA BRANDS LIMITED	
PRIMARY ADDRESS (Number and Street)		1158 DUNDAS ST EAST	
CITY	PROVINCE	POSTAL CODE	
LONDON	ON	N5W 5Y4	
EQUIPMENT LOCATION (If different than above): Same As Above			
CONTACT NAME		TEL.	FAX
SEAN ROBINSON		(519) 455-2250	

EQUIPMENT INFORMATION	
QUANTITY	EQUIPMENT DESCRIPTION (Make, Model and Serial Number)
	Please see attached Equipment Schedule "A"

PAYMENT SCHEDULE				
TERM (Months)	PAYMENT FREQUENCY	NUMBER OF PAYMENTS	RENTAL AMOUNT	PURCHASE OPTION
60	Monthly	1 @ 59 @	\$ 1,189.00 \$ 1,189.00 Plus Applicable Taxes	FMV

BILLING SURCHARGE: Customer hereby acknowledges that a \$5.00 surcharge will be added to each payment to cover Lessor's billing and handling expenses. This billing surcharge may be avoided by completing the Pre-Authorized Payment Plan section of the Lease.

SUPPLIER	
SUPPLIER NAME	TELUS COMMUNICATIONS INC.
ADDRESS	100 SHEPPARD AVENUE, E., 6TH FLOOR, TORONTO, ONTARIO M2N 6N5
SALESPERSON:	RYAN BESTER
TELEPHONE:	(519) 521-9200

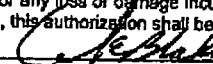

PRE-AUTHORIZED PAYMENT PLAN

GE VFS Canada Limited Partnership (hereinafter referred to as "GECAN") is hereby requested and authorized to draw payment periodically under the GECAN Payment Plan, such payments to be charged against the account of the undersigned as shown below to cover the total rental in accordance with the terms and conditions of the Lease Agreement(s) between GECAN and the undersigned Lessee.

Authority for Pre-Authorized Payment Plan to the Manager of:

_____ (Bank or Financial Institution)

You are authorized to pay and debit to the account of the undersigned all payments purporting to be drawn on our behalf payable to GECAN presented to you for payment. Such payments may be in the form of electronic signal, magnetic or computer produced paper to tape in which case you are authorized to treat them as if they were signed by us. In consideration of your acting upon this authorization, we agree that you will not be liable for any loss or damage incurred as a result of anything done or not done pursuant to this authorization. If this account is transferred to another branch, this authorization shall be directed there and shall be of the same force and effect as if it has originally been delivered to that branch.

By:  Title: 


SIGNATURE

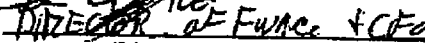
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LEASE ARE NOT ENFORCEABLE AGAINST GECAN. YOU MAY CHANGE THE TERMS OF THIS LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. THIS LEASE CANNOT BE CANCELLED. YOU AGREE THAT THE EQUIPMENT WILL BE USED ONLY FOR BUSINESS AND COMMERCIAL PURPOSES OTHER THAN AGRICULTURAL FARMING OR FISHING PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF WHERE THE EQUIPMENT IS LOCATED.

PROPOSED BY:

BETA BRANDS LIMITED

BY:  Signature: _____

Title:  Title: _____ Date: _____

(Printed Name and Title)

H.O. USE

GE VFS CANADA LIMITED PARTNERSHIP

LESSOR

By:  Date: May 28, 2008

UNCONDITIONAL PERSONAL GUARANTEE

In consideration of Lessor entering into the above Lease in reliance on this guarantee, the undersigned, together and separately, unconditionally and irrevocably guarantees to Lessor, its successors and assigns, the prompt payment and performance of all obligations under the Lease. We agree that (a) this is a guarantee of payment and not of collection, and that Lessor can proceed directly against us without disposing of any security or seeking to collect from Lessee, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to us and we will be bound by such changes, and (d) we will pay all of Lessor's costs of enforcement and collection. This guarantee binds our administrators, successors and assigns. Our obligations under this guarantee continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Lessee in the event we must pay

1184

2. DELIVERY AND ACCEPTANCE OF EQUIPMENT. The Lease Term begins on the date you accept the Equipment (the "Lease Commencement Date"). When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Lease you assign your rights, but none of your obligations under it, to us.

3. RENT. You agree to pay us Rent (plus applicable taxes) when each payment is due. If the Lease Commencement Date is not the first or the fifteenth day of any calendar month (a "Payment Date"), the Lease Term will be extended by the number of days between the Lease Commencement Date and the Payment Date which first occurs after the Lease Commencement Date, and your first payment will be increased by 1/30th of the monthly rental payment multiplied by the number of days elapsed from the Lease Commencement Date to the day immediately preceding the first Payment Date after the Lease Commencement Date. We will advise you as to (a) the payment date for each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You will pay us any required deposit when you sign this Lease. Deposits may be commingled and do not earn interest. If we collect a deposit, we may apply such deposit to the last Rent payment. If the Equipment cost exceeds or is less than the estimated Equipment cost quoted in your original agreement with Vendor due to a Job Change Order and/or add, moves and changes, you authorize us to adjust Rent accordingly. After this Lease commences, if we and you agree that additional Equipment shall be added to the Lease, we may adjust the Rent, notify you in writing of such adjustments, and such adjustment notice shall be added to and become a part of the Lease. Restrictive endorsements on cheques you send to us will not reduce your obligations to us. Unless a proper exemption certificate is provided, applicable sales and goods and services taxes will be added to the Rent. For Leases denominated in Canadian dollars the monthly rent exclusive of the appropriate taxes has been calculated based on a Government of Canada bond yield of the closest equivalent term to this Lease. In the event that the yield of the closest equivalent term Government of Canada bond increases during the period prior to commencement of the Lease the monthly payment will be adjusted accordingly. For Leases denominated in US dollars the monthly rent exclusive of the appropriate taxes has been calculated based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Lease as published in the Federal Reserve Statistical Release H. 15 available at <http://www.federalreserve.gov/consumers/25499data/>. In the event that the yield of the closest equivalent Swap Rate increases during the period prior to commencement of the Lease the monthly payment will be adjusted accordingly.

4. UNCONDITIONAL OBLIGATION. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

5. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LEASE. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED LEGAL, STATUTORY OR CUSTOMARY REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. YOU ARE AWARE OF THE NAME OF THE EQUIPMENT MANUFACTURER AND YOU WILL CONTACT THE MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. PROVIDED YOU ARE NOT IN DEFAULT UNDER THIS LEASE, YOU MAY ENFORCE ALL WARRANTY RIGHTS DIRECTLY AGAINST THE MANUFACTURER OF THE EQUIPMENT. YOU AGREE TO SETTLE ANY DISPUTE YOU MAY HAVE REGARDING PERFORMANCE OF THE EQUIPMENT DIRECTLY WITH THE MANUFACTURER OF THE EQUIPMENT. THE LESSOR SHALL NOT BE RESPONSIBLE TO THE LESSEE IN THE EVENT THAT THE VENDOR OR MANUFACTURER OF THE EQUIPMENT FAILS TO: (a) deliver the Equipment to the Lessee; or (b) honour any warranty claims, and no representation as to the Equipment or any other matter made by the vendor or manufacturer to the Lessee shall in any way affect the Lessee's obligation to pay Rent or perform any of its obligations under this Lease.

6. TITLE. Regardless of whether this Lease contains a Purchase Option and the Purchase Option amount is \$10.00 (or Ten Dollar Purchase Option), or the Purchase Option is other than \$10.00 (or "Stated Purchase Option"), the Equipment is and shall remain our sole property during the Lease Term. Unless you are in default under this Lease, you shall have the right to peacefully possess and use the Equipment during the Lease Term. You agree to (i) execute and deliver documents pursuant to the provisions of any personal property security act or similar law which may be necessary to perfect or protect the Lessor's interest in the Equipment or the Lease; and (ii) provide such other documents or further assurances may be reasonably necessary to perfect or protect Lessor's interest in the Equipment and the Lease.

7. USE, MAINTENANCE AND REPAIR. You will not move the Equipment from the Equipment Location without our advance written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

8. TAXES. You agree that you will pay when due, all taxes (including any sales, goods and services, property and excise taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on our net income).

9. INDEMNITY. We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired for acts or omissions which occurred during the Lease Term.

10. IDENTIFICATION. You authorize us to insert or correct missing information on this Lease, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

11. LOSS OR DAMAGE. You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item of Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment to that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If you have satisfied your obligations under this Section 11, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 14 of this Lease.

12. INSURANCE. You agree to (a) keep the Equipment fully insured against loss, naming us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under this Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense. You will pay all insurance premiums and related charges.

13. DEFAULT. You will be in default under this Lease if any of the following happens: (a) we do not receive any Rent or other payment due hereunder within 10 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a

any law purchase liquidation, a seizure, or a reorganization or similar proceeding, or any reasonable estimate of the fair market value of like equipment as of the end of the Lease Term, all discounted at the rate of 6% (collectively, the "Net Book Value"); and (c) require you to make the Equipment available to us for repossession during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree that we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the Net Book Value by the amounts we receive. You will immediately pay us the remaining Net Book Value. If this Lease includes a Ten Dollar Purchase Option and we receive more than the Net Book Value plus our costs of sale, we will give you the excess subject to the rights of any prior ranking creditors. You agree (a) that, subject to law, we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you, including legal fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.

15. YOUR OPTIONS AT END OF LEASE. Provided you are not in default, upon expiration of a Lease with a Ten Dollar Purchase Option, you may purchase the Equipment at the end of the Lease Term for \$10.00 and we will release any interest we may have in the Equipment. Provided you are not in default, upon expiration of a Lease with a Stated Purchase Option, you shall have the option to (a) return the Equipment in accordance with Section 16, or (b) on 90 days advance written notice to us, purchase all but not less than all of the Equipment for the stated Purchase Option amount, or if no fixed Purchase Option amount is given, our reasonable estimate of the installed fair market value of like equipment as of the end of the Lease Term. If you elect to purchase the Equipment, upon payment of the agreed upon price including all sales taxes and other applicable taxes, we will transfer the Equipment to you AS-IS-WHERE IS AT YOUR RISK AND PERIL WITHOUT ANY REPRESENTATION OR WARRANTY. If you fail to provide notice or to exercise the purchase option after having elected to do so (a) you will continue to pay Rent until the Equipment is received and accepted by us pursuant to Section 16, and (b) all of the terms of the Lease shall continue to apply, including your obligation to pay Rent.

16. RETURN OF EQUIPMENT. If (a) a default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, where the Lease contains a Purchase Option, or (c) you do not extend the Lease Term, you will immediately return the Equipment to any location(s) and to any carrier(s) we may designate in Canada. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the Equipment is received and accepted by us.

17. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Lease (a) you have the lawful power and authority to enter into this Lease, (b) the individuals signing this Lease have been duly authorized to do so on your behalf, (c) by entering into this Lease you will not violate any law or other agreement to which you are a party, (d) where the Equipment has been purchased from a third party, it has been purchased at the request and instruction of Lessee, (e) you are not subject to any liens, charges or encumbrances which would attach to the Equipment, (f) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Lease, (g) all financial information you have provided us is true and accurate and provides a true representation of your financial condition, and (h) execution of the Lease does not violate any constituting documents of the Lessee, any unanimous shareholders agreements or any other such similar documents.

18. YOUR PROMISES. In addition to the other provisions of this Lease, you agree that during the term of this Lease (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Lease.

19. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. You will not attach any of the Equipment to any immovable property or real estate, and if you intend to attach any of the Equipment to real property, you will provide us with sufficient notice of such intended attachment to permit us to register, if warranted, a fixture filing, notice of interest or similar registration in the appropriate land registry office. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment. We may, without notifying you, or obtaining your consent sell, assign, or transfer this Lease and our interests in the Equipment. Should we assign the sums due and to become due hereunder to any bank, insurance company or other lending institution (of which assignment you hereby waive notice), you shall recognize such assignment and should we default in the performance of any of the terms and conditions of this Lease, you may not, as against such assignee, terminate this Lease or subject your obligation to pay money under this Lease to any diminution or right of set-off. Nothing herein contained shall release you from your obligation to perform any duty, covenant or condition required to be performed by us under the term of the Lease should same be so assigned.

20. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by this Lease, and our expenses will be in addition to the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22. Any late payment or non-payment of any past due amount will accrue interest calculated monthly at a rate of 1% (a nominal rate of 18% per annum) from the due date until paid. If you so request and we permit the early termination of this Lease, you agree to pay a fee for such privilege. A returned cheque or non-sufficient funds ("NSF") charge to reimburse Lessor for its time and expense incurred with respect to a cheque that is returned for any reason, stipulated and liquidated at the greater of \$50.00 or actual bank charges to Lessor, plus other amounts allowed by law.

21. MISCELLANEOUS. This Lease contains our entire agreement and supercedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of the Lease to be unenforceable, the remaining terms of the Lease shall remain in effect. You authorized us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$200.00 to cover our credit investigation costs and other documentation and administrative charges.

22. NOTICES. All of your written notices to us must be sent by registered mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Lease, or by facsimile transmission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Lease. At any time after this Lease is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

23. WAIVER. You acknowledge that a copy of the Lease or statements under the various provincial personal property security acts and the Civil Code of Quebec may be registered with respect to the Lease and the Equipment and you waive receipt of, and the right to receive, a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by any law applicable to and governing this Lease, you hereby waive the benefits of all provisions of any law, statute or regulation which would in any manner affect your rights and remedies, including provisions of the Limitations of Civil Rights Act of Saskatchewan and the Distress Act of Manitoba. For purposes of the Civil Code of Quebec, you acknowledge this lease shall be considered a contract of leasing.

24. LANGUAGE. We have agreed that this lease and all related documents be written in the English language. Nous reconnaissons que ce contrat et documents soient rédigés dans la langue anglaise seulement.

22

"B"

EQUIPMENT SCHEDULE "A"

This Schedule "A" forms Part of the Lease Agreement No. 4320583-001 dated December 2, 2004 between BETA BRANDS LIMITED as the Lessee, and GE VFS CANADA LIMITED PARTNERSHIP as the Lessor.

<u>Quantity</u>	<u>Description</u>	
16	Mobile Cellular Mike Unit	
16	Portable Cellular Mike Unit	
8	Intrinsically Safe Portable Cellular Mike Unit	
10	Portable Flip Cellular Mike Unit	
1	Executive Cellular Mike Unit	
2	Portable Flip Cellular Mike Unit	
11	Remote Speaker Microphone	Deleted See Amendment letter
16	Installation Fee of M370	
1	iDEN BDA Amplifier	
1	M1 Small System Controller	
1	TMDI Package 1.5MB	
1	M1 Cable	
1	SSC 32MB Memory and Eaceplace	Deleted. See Amendment letter

The described items constitute all the equipment covered by the above referenced lease.

LESSEE: **BETA BRANDS LIMITED**

SIGNATURE: ♦ 

PRINT NAME: ♦ E-BOYLE

TITLE: ♦ Director of Finance & CFO



B

**GE Capital
Canada**

Vendor Financial Services
General Electric Capital Canada Inc.
2300 Meadowvale Blvd., Suite 200
Mississauga, ON L5N 5P9
(905) 858-6450, Fax: (905) 567-3701

5/18/2005

Beta Brands Limited
1156 Dundas Street East
London, Ontario
N5W 5Y4

Attn: Sean Robinson (Fax: 519-455-1449)

RE: GE LEASE # 4320583-001

Dear Sean,

Please note that we are now in receipt of the TELUS invoice and therefore we will be commencing your lease agreement.

The lease was based on a total financing amount of \$69,205.48 plus taxes.

Please note that the financing amount decreased to \$64,845.44 plus taxes, due to the following changes:

DELETIONS:

- TELUS MOBILITY INSTALLATION CHARGES \$2,800.00
- 11 - TELUS MOBILITY REMOTE SPEAKER MICROPHONES \$2,100.01
- 1 - TELUS SSC 32MB MEMORY AND FACEPLATE \$390.00

CHANGES:

- 16 - I305'S DISCONTINUED & REPLACED BY 16 - I315'S (UNIT PRICE INCREASED FROM \$49.99 TO \$79.99) - \$480.00 TOTAL INCREASE
- 8 - R750'S DISCONTINUED & REPLACED BY 11 - I325'S (UNIT PRICE DECREASED FROM \$699.99 TO \$499.99 AND AN ADDITIONAL THREE UNITS WERE ADDED) - \$100.03 TOTAL DECREASE

Due to the changes outlined above, your monthly lease payment will change from \$1,189.00 (plus taxes) to \$1,089.38 (plus taxes).

Clause #3 of the lease contract outlines that your signature on the lease authorizes us to make the necessary changes to the lease should any additions / deletions take place at the time of installation.

Should you have any questions or concerns we will require your immediate attention to this matter as we are forwarding this transaction to our funding department for processing and in turn forwarding payment to TELUS.

Sincerely,


 Tamara Mundell
 Sales and Marketing Associate
 905-858-6673

" B "

TELUS mobility mobilité Detailed Invoice

Accounts Receivable Inquiries:
1-888-436-1549

CLIENT NUMBER	INVOICE DATE	INVOICE NUMBER
70112106	31 Jan 2005	75165673

Billing Address
 GE CAPITAL CANADA
 ATTN: NICK S 9058586450
 200 2300 MEADOWALE BLVD
 MISSISSAUGA ON L5N 5P9

Shipping Address
 BETA BRANDS LIMITED
 ATTN: RICHARD
 1156 DUNDAS STREET E
 LONDON ON N5W 5Y4

DUE DATE	PAYMENT TERMS	P.O. NUMBER	SALES ORDER	DELIVERY NO.	REPRESENTATIVE
02 Mar 2005	Net 30 Days	4320583001	1004898636	8015463248	Mr Jason Pereira

QTY.ORD	PRODUCT	DESCRIPTION	UNIT PRICE	AMOUNT	
2	8003066	MIKE 3 YEAR CONTRACT	-150.00	-300.00	
2	8003895	MIKE ADDITIONAL CONTRACT PROMO	-50.00	-100.00	
10	I530	CELL-MOT I530 MIKE STANDARD BUNDLE	279.99	2,799.90	
	Serial no. 101074118370 101074114370	Serial no. 101074118370 101074444370	Serial no. 101074448370 101074422370	Serial no. 101074450370 101074430370	!
10	8003066	MIKE 3 YEAR CONTRACT	-150.00	-1,500.00	
10	8003895	MIKE ADDITIONAL CONTRACT PROMO	-80.00	-800.00	
16	NNTN4755	HOLSTER OEM I305-MOT-NNTN4755	24.99	399.84	
16	8003990	MIKE-MANAGER APPROVED DISCOUNT	-24.99	-399.84	
10	NNTN4756	HOLSTER OEM I530-MOT-NNTN4756	24.99	249.90	
10	8003990	MIKE-MANAGER APPROVED DISCOUNT	-24.99	-249.90	
46	8003889	MIKE TRANSITION FUND	-50.00	-2,300.00	
2	NNTN4744	CAR KIT PORTABLE I205-830-MOT-NNTN47	159.99	319.98	
2	8003990	MIKE-MANAGER APPROVED DISCOUNT	-159.99	-319.98	
16	IAANT3E8001	ANTENNA MOT-MM3E800MPL MAG 3DB	49.99	799.84	
16	8003990	MIKE-MANAGER APPROVED DISCOUNT	-49.99	-799.84	
?	K494	CELL KYO-K494 PCS 1X-TRIMODE	129.99	129.99	
	Serial no. 8512453920	Serial no.	Serial no.	Serial no.	
?	8003062	PCS 3 YEAR CONTRACT	-129.99	-129.99	



Detailed Invoice

Accounts Receivable Inquiries:
1-888-436-1549

CLIENT NUMBER	INVOICE DATE	INVOICE NUMBER
70112106	31 JAN 2005	75165673

Billing Address
GE CAPITAL CANADA
 ATTN: NICK S 9058586450
 200 2300 MEADOWALE BLVD
 MISSISSAUGA ON L5N 5P9

Shipping Address
BETA BRANDS LIMITED
 ATTN: RICHARD
 1156 DUNDAS STREET E
 LONDON ON N5W 5Y4

DUE DATE	PAYMENT TERMS	P.O. NUMBER	SALES ORDER	DELIVERY NO.	REPRESENTATIVE		
02 Mar 2005	Net 30 Days	4320683001	1004898896	8015463248	Mr Jason Pereira		
QTY.	FRID	PRODUCT	DESCRIPTION			UNIT PRICE	AMOUNT
16		1315	CELL MOT-1315 MIKE STANDARD BUNDLE			279.99	4,479.84
		Serial no. 100028252440	Serial no. 100028252440	Serial no. 100028252440			
		100028210440	100028228440	10002822440			
		100028242440	100028208440	10002822440			
		100028058440	100028248440	100028258440			
16		8003066	MIKE 3 YEAR CONTRACT			-150.00	-2,400.00
16		8003895	MIKE ADDITIONAL CONTRACT PROMO			-50.00	-800.00
1		1830S	CELL-MOT 1830 MIKE STANDRD BUNDLE-ST			399.99	399.99
		Serial no. 1000407351390	Serial no.	Serial no.			
1		8003066	MIKE 3 YEAR CONTRACT			-150.00	-150.00
3		8003895	MIKE ADDITIONAL CONTRACT PROMO			-50.00	-50.00
2		1730	CELL-MOT 1730 MIKE STANDARD BUNDLE			349.99	699.98
		Serial no. 101381224380	Serial no. 101381248380	Serial no.	Serial no.		

HST/GST Registration No. 988201197
 GST Registration No. 10886806747 700003
 TELUS MOBILITY is a trade-name for TELEMOBILE COMPANY



Detailed Invoice

Accounts Receivable Inquiries:
1-888-436-1549

CLIENT NUMBER	INVOICE DATE	INVOICE NUMBER
70112106	18 Feb 2005	75196984

Billing Address
G E VENDOR FINANCIAL SERVICES
ATTN: NICK SOLOMOS
200 2300 MEADOWDALE BLVD
MISSISSAUGA ON L5N 5P9

Shipping Address
BETA BRANDS LIMITED
ATTN: RICHARD / SEAN 5194852250
1156 DUNDAS STREET E
LONDON ON N6W 5Y4

DUE DATE	PAYMENT TERMS	P.O. NUMBER	SALES ORDER	DELIVERY NO.	REPRESENTATIVE
20 Mar, 2005	Net 30 Days	4320583001	1004918838	8015558094	Mr Jason Pereira
QTY	ORD	PRODUCT	DESCRIPTION	UNIT PRICE	AMOUNT
11		1325IS	MOT 1325IS INTRINSICALLY SAFE BUNDLE	649.99	7,149.89
		8003066	MIKE 3 YEAR CONTRACT	-150.00	-1,650.00
Serial no. 10001873130 Serial no. 100018732430 Serial no. 100018734430 Serial no. 100018758430 Serial no. 100018750430 100018764430 100018784430 100018786430 100018788430 100018790430 100018789430					
Current Charges 0.000 Canadian GST 0.00 Sales GST/HST 384.99 Canadian PST 0.00 Invoice Amount (CAD) 5,884.88					

HST/GST Registration No. 888201197
 GST Registration No. 1088605747 700003
 TELUS MOBILITY is a trade-name for TELEMOBILE COMPANY

11
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11



Detailed Invoice

Accounts Receivable Inquiries:
1-888-436-1549

CLIENT NUMBER	INVOICE DATE	INVOICE NUMBER
70112106	31 Jan 2005	75165673

Billing Address
GE CAPITAL CANADA
ATTN: NICK S 9058586450
200 2300 MEADOWALE BLVD
MISSISSAUGA ON L5N 5P9

Shipping Address
BETA BRANDS LIMITED
ATTN: RICHARD
1156 DUNDAS STREET E
LONDON ON N5W 5Y4

DUE DATE	PAYMENT TERMS	P.O. NUMBER	SALES ORDER	DÉLIVERY NO.	REPRESENTATIVE
02 Mar 2005	Net 30 Days	4320583001	1004898636	8015463248	Mr Jason Pereira

QTY.ORD	PRODUCT	DESCRIPTION	UNIT PRICE	AMOUNT
		Current Charges		-20.29
		Canadian GST	0.000	0.00
		Sales GST/HST	7.000 %	-1.42
		Canadian PST	0.000	0.00
		Invoice Amount (CAD)		-21.71

11
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May-04-2005 10:17am From-TELUS Mobility

4162763527

T-098 P.007/011 F-338

Detailed Invoice

Page 1 of 1

Accounts Receivable Inquiries:
1-888-436-1549

CLIENT NUMBER	INVOICE DATE	INVOICE NUMBER
70112106	29 Mar 2005	75251191

Billing Address
G E VENDOR FINANCIAL SERVICES
CANADA LIMITED
200 2300 MEADOWALE BLVD
MISSISSAUGA ON L5N 5P9

DUE DATE	PAYMENT TERMS	P.O. NUMBER	SALES ORDER	DELIVERY NO.	REPRESENTATIVE
28 Apr 2005	Net 30 Days	In-Building Installa	7010062061		
QTY.ORD	PRODUCT	DESCRIPTION		UNIT PRICE	AMOUNT
1	8003745	MIKE POSTPD ENHANCED COVERAGE SD		22,480.00	22,480.00
		Billing for In-Building Installation: Office Area and Warehouse Area within the first and second floor.			
		ON0077-1			
		Items Total			22,480.00
		Goods and Services Tax			1,573.60
		Provincial Sales Tax			1,798.40
		Invoice Amount (CAD)			25,852.00 24053.60

HST/GST Registration No. 888201987
 GST Registration No. 1086603747 T00003
 TELUS MOBILITY is a trade-name for TELE-MOBILE COMPANY



Attn: Client Payment Services
 200 Conslilum Place, Suite 1800
 Scarborough, Ontario M1H 3J3

PAYER:
G E VENDOR FINANCIAL SERVICES
CANADA LIMITED
200 2300 MEADOWALE BLVD
MISSISSAUGA ON L5N 5P9

Payment return slip

CLIENT NUMBER	DUE DATE	INVOICE NUMBER
70112106	28 Apr 2005	75251191
INVOICE AMOUNT	PLEASE PAY	AMOUNT ENCLOSED
24053.60	24053.60	24053.60
\$ 25,852.00	\$ 25,852.00	

TO ENSURE PROPER CREDIT - PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - THANK YOU
 PAYABLE AT MOST FINANCIAL INSTITUTIONS

90000701121067752511912903052804050025852005

B

May-04-2005 10:17am From-TELUS Mobility

4162763527

T-999 P.006/011 F-338

Detailed Invoice

Page 1 of 1

Accounts Receivable Inquiries:
1-888-438-1549

CLIENT NUMBER	INVOICE DATE	INVOICE NUMBER
70112106	16 Mar 2005	75234089

Billing Address
GE CAPITAL CANADA
ATTN: NICK S 9058586450
200 2300 MEADOWALE BLVD
MISSISSAUGA ON L5N 5P8

Shipping Address
BETA BRANDS LIMITED
ATTN: RICHARD 5194652250
1156 DUNDAS STREET E
LONDON ON N6W 6Y4

DUE DATE	PAYMENT TERMS	P.O. NUMBER	SALES ORDER	DELIVERY NO.	REPRESENTATIVE	
15 Apr 2005	Net 30 Days	4320583001	1004688838	8015871708	Mr Jason Pereira	
QTY.ORD	PRODUCT	DESCRIPTION			UNIT PRICE	AMOUNT
5	IHMO8380002F	M370 MOBILE UNIT			1,049.99	5,249.95
	Serial no. 1800018828070	Serial no. 1500019682070	Serial no. 1500019682070	Serial no. 1500018724070		
5	8003088	MIKE 3 YEAR CONTRACT			-150.00	-750.00
		Current Charges				4,499.95
		Canadian GST			0.000	0.00
		Sales GST/HST			7.000 %	315.00
		Canadian PST			0.000	0.00
		Invoice Amount (CAD)				4,814.95

HST/GST Registration No. 885201187
 GST Registration No. 1086805747 700003
 TELUS MOBILITY is a trade-name for TELUS-MOBILE COMPANY



Attn: Client Payment Services
 200 Consilium Place, Suite 1600
 Scarborough, Ontario M1H 3J3

PAYER:
GE CAPITAL CANADA
ATTN: NICK S 9058586450
200 2300 MEADOWALE BLVD
MISSISSAUGA ON L5N 5P8

Payment return slip

CLIENT NUMBER	DUE DATE	INVOICE NUMBER
70112106	15 Apr 2005	75234089
INVOICE AMOUNT	PLEASE PAY	AMOUNT ENCLOSED
\$ 4,814.95	\$ 4,814.95	4814.95

TO ENSURE PROPER CREDIT - PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - THANK YOU
 PAYABLE AT MOST FINANCIAL INSTITUTIONS

90000701121067752340891603051504050004814953

"B"

Canadian Securities Registration Systems (ONGE2)

Report Date: October 26, 2004

ONGE2F14631-1

APPROVED

REGISTRATION STATEMENT (Ontario)

REGISTRATION INFORMATION

Type of Registration
SECURITY AGREEMENT

Life of Registration
6 Year

SECURED PARTY INFORMATION

Code 00112233 PPR Code
GE VFS CANADA LIMITED PARTNERSHIP
2300 MEADOWVALE BLVD STE 200
Mississauga, ON Canada L5N 5P9

DEBTOR INFORMATION

BETA BRANDS LIMITED/BETA LIMITEE
1156 DUNDAS ST E
London, ON N5W 5Y4
Corporation Number

BETA LIMITEE/BETA BRANDS LIMITED
1156 DUNDAS ST E
London, ON N5W 5Y4
Corporation Number

BETA BRANDS LIMITED
1156 DUNDAS ST E
London, ON N5W 5Y4
Corporation Number

BETA LIMITEE
1156 DUNDAS ST E
London, ON N5W 5Y4
Corporation Number

COLLATERAL CLASSIFICATION

Inventory	Equipment	Consumer Goods	Accounts	Other	Not Applicable	Vehicle Included
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amount Secured	Maturity Date					

Your Reference 4320583-001
Billed Account INTERNAL ACCOUNT - GE ON GE VFS Canada Limited [ON]

SET-TO APPROVED by Jonathan on 26 OCT 2004 7:44AM

Mintz & Partners Limited

Trustee in Bankruptcy
1 Concorde Gate, Suite 200, Toronto, Ontario M3C 4G4 • Telephone (416) 391-2900 • Telefax (416) 644-4303

PROOF OF CLAIM (Property)
(Subsection 81(4) of the Act)

IN THE MATTER OF THE RECEIVERSHIP OF BETA LIMITEEE/ BETA BRANDS LIMITED

and the claim of PARAMOUNT PALLET INC., claimant,
and Mintz & Partners Limited, trustee (the "Trustee").

All notices or correspondence regarding this claim are to be forwarded to the following address:

1330 MARTINGROVE RD
I, CHRIS MUC, CA, of the City of TORONTO in the Province/State
of ONTARIO

DO HEREBY CERTIFY:

1. That I am the claimant, (or That I am) CONTROLLER (State position or title)
of PARAMOUNT PALLET INC (Name of claimant)
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That on the 3rd day of January, 2007 the debtor was placed into receivership by the Court Order of the Honourable Madame Justice Lax naming Mintz & Partners Limited Court-Appointed Interim Receiver and Receiver (the "Receiver").
4. That, on that date, the property enumerated in the document(s) attached and marked "A" (and "B") was in the possession of the debtor, and still remains in the possession of the debtor and (or) the Receiver.
5. That the claimant hereby claims that property, or interest in it, by virtue of the document(s) attached and marked "A" (and "B"), namely:

(Set out the particulars of all documents serving as proof of the claim, giving


i. The grounds on which the claim is based, and

ii. Sufficient particulars to enable the property to be identified; if the particulars do not appear on the face of the documents, attach an additional statement marked "B" setting them forth.)

6. That the claimant is entitled to demand from the Receiver the return of the property enumerated in these document(s).
7. That I hereby demand that the trustee return to me (or to the claimant whom I represent) the property enumerated in the document(s) within the 15 days after the filing of this form, or within the 15 days after the first meeting of the creditors of the debtor, whichever is the later.

SWORN (or SOLEMNLY DECLARED)
before me at the City of _____
in the Province of _____
this _____ day of _____, 2007

A Commissioner of Oaths
for the Province of Ontario



(Signature of Claimant or Claimant's Representative)

WARNING: Subsection 201(1) of the *Bankruptcy and Insolvency Act* prescribes severe penalties for making any false claim, declaration or statement of account.

Instructions for completing proof of claim forms pursuant to Section 81 of the *Bankruptcy and Insolvency Act*

Every person who claims ownership of property in the possession of a bankrupt must file with the trustee a proof of claim in the prescribed form identifying the property and stating the basis of the claim. If a claim is not filed, the property will not be released.

Section 81 of the *Bankruptcy and Insolvency Act*

1. Where a person claims any property, or interest therein, in the possession of a bankrupt at the time of the bankruptcy, he shall file with the trustee a proof of claim verified by affidavit giving the grounds on which the claim is based and sufficient particulars to enable the property to be identified.
2. The trustee with whom a proof of claim is filed under subsection (1) shall within fifteen days thereafter or within fifteen days after the first meeting of creditors, whichever is the later, either admit the claim and deliver possession of the property to the claimant or give notice in writing to the claimant that the claim is disputed with his reasons therefor, and, unless the claimant appeals therefrom to the court within fifteen days after the mailing of the notice of dispute, he shall be deemed to have abandoned or relinquished all his right to or interest in the property to the trustee who thereupon may sell or dispose of the property free of any lien, right, title or interest of the claimant.
3. The onus of establishing a claim to or in property under this section is on the claimant.
4. The trustee may give notice in writing to any person to prove his claim to or in property under this section, and, unless that person files with the trustee a proof of claim in the prescribed form within fifteen days after the mailing of the notice, the trustee may thereupon with the leave of the court sell or dispose of the property free of any lien, right, title or interest of the claimant.
5. No proceedings shall be instituted to establish a claim to, or to recover any right or interest in, any property in the possession of a bankrupt at the time of the bankruptcy, except as provided in this section.
6. Nothing in this section shall be construed as extending the rights of any person other than the trustee.

WARNING: Section 203 of the *Bankruptcy and Insolvency Act* prescribes severe penalties for removing such property without filing a claim and obtaining the trustee's permission.

Section 203 of the *Bankruptcy and Insolvency Act*

A person, except the trustee, who, within thirty days after delivery to the trustee of the proof of claim mentioned in section 81, or who, in case no proof has been delivered, removes, or attempts to remove the property or any part thereof mentioned in that section out of the charge or possession of the bankrupt, the trustee or other custodian of the property, except with the written permission of the trustee, is guilty of an offence and is liable on summary conviction to a fine not exceeding five thousand dollars or to imprisonment for a term not exceeding two years or to both.

If there are any questions in completing the proof of claim, please write or telephone the office of the trustee at:

Mintz & Partners Limited
1 Concorde Gate
Suite 200
North York, Ontario
Canada M3C 4G4
Telephone: (416) 391-2900
Telefax: (416) 644-4303



KEU

Contract # _____

THIS AGREEMENT made as of the 6th day of January 1998

4 MEDULLA AVE.
ORONTO, ONTARIO
8Z 5L9

EL: (416) 237-9222
AX: (416) 237-0280

OF THE FIRST PART:

- and

Beta Brands

(hereinafter called the "Lessee")

1156 Dundas Street East

(Address)

London

Ontario

N5W 5Y4

(City)

(Province)

(Postal Code)

ORIGINAL

WITNESSETH:

OF THE SECOND PART.

- Lessor hires and leases to the Lessee and Lessee hereby hires and leases from Lessor from time to time those pallets (the "Pallets") described from time to time in acknowledgements executed by Lessee (the "Acknowledgements") which Acknowledgements form a part of this lease.
- Upon delivery to the Lessee of Pallets from time to time in accordance with requests made by Lessee, Lessee shall forthwith inspect same, and if the same are in good repair and condition, Lessee shall accept the same by executing a form of Acknowledgement, the delivery of which Acknowledgement will not be unreasonably withheld or delayed. For the purposes of any such Acknowledgement, Lessee agrees that execution thereof by a materials receiver or other person in authority apparently authorized to act in such capacity at any premises of the Lessee or a truck acting on instructions of the Lessee shall be binding upon Lessee as if executed by Lessee's proper officers duly authorized in that behalf under the corporate seal of Lessee. The delivery to Lessor of an Acknowledgement duly executed as aforesaid shall, as between Lessor and Lessee, constitute acceptance and thereafter it shall be conclusively deemed that Lessee has chosen and inspected the Pallets, that the Pallets are as ordered and in good condition and repair and Lessee shall be precluded from asserting thereafter against the Lessor any claim, demand or action or defense based upon the selection of the Pallets or their condition. The term of hiring and leasing of Pallets shall commence on the date of the Acknowledgement and, in the case of Pallets subject to each Acknowledgement, shall be for such term as is indicated in the respective Acknowledgement.
- Lessee shall pay to Lessor as and by way of rental payment on the date of delivery of the Acknowledgement for the balance of the current month and on the first day of each succeeding month during the term of the lease for such succeeding month relating to those Pallets referred to in the Acknowledgement the sum of \$ 15 cents per Pallet per day. The foregoing rental price may be increased by Lessor upon written notice to Lessee for Pallets delivered to Lessee after the date of the notice. Rental payments shall be paid to the Lessor at its place of business at 44 MEDULLA AVE., TORONTO, ONTARIO M5Z 5L9.
- Lessee will during the term well and sufficiently repair, maintain and keep the Pallets in good and substantial repair when, where and so often as needed. Without limiting the generality of the foregoing, Lessee will, in the event of loss, destruction or theft of any Pallets, either replace same with Pallets of not less value meeting the specifications of the Canadian Pallet Council which replacement Pallets shall be in good repair or pay to the Lessor \$20.00 per Pallet so lost, destroyed or stolen. In the event of damage to Pallets, Lessee agrees to return damaged Pallets to Lessor and to pay the Lessor the sum of 15.05 per damaged Pallet in order to defray the cost to Lessor of repairing such Pallets.
- Title to, ownership of, and property in the Pallets shall at all times be and remain solely and exclusively in the Lessor subject only to the right of the Lessee to use the same pursuant to the terms, conditions and provisions of this agreement or until the Lessee purchases the Pallets from the Lessor. Lessee acknowledges that Lessor proposes to register a financing statement under the Personal Property Security Act (Ontario) in respect of its interest under this agreement.
- Lessee shall pay, as and when required, pursuant to any statute, regulation, by-law, ordinance or law, any fees, assessments, levies, taxes or other charges whatsoever which may be required directly or indirectly to be paid in respect of this agreement or the rental payments hereunder.
- Lessee shall keep the Pallets free and clear of fees, liens, charges, privileges and encumbrances of any nature or kind whatsoever and, should any levy, lien, charge, privilege or encumbrance arise or be created directly or indirectly by, against or on account of the Pallets, or any interest therein or use thereof, whether by Lessee or otherwise, Lessee shall promptly make all payments and do all things necessary to procure the release and discharge thereof.
- The occurrence or happening of any one or more of the following events shall constitute an Event of Default:
 - If Lessee shall make any assignment for the general benefit of creditors or be adjudged bankrupt within the meaning of the Bankruptcy Act (Canada) or any amending or replacing legislation,
 - If any proposal is made or petition filed by Lessee under any law having for its purpose the extension of time for payment, composition or compromise of the liabilities of the Lessee,
 - If any resolution is passed for, or judgment or order given by any Court of competent jurisdiction ordering, the winding up or other liquidation of Lessee,
 - If any receiver, administrator or manager of the property, assets or undertaking of Lessee is appointed pursuant to the terms of any trust deed, trust indenture, debenture or similar instrument or by or under any judgment or order of any Court,
 - If the Pallets or any of them are seized under legal process, confiscated, sequestered or attached or if distress is levied thereon,
 - If the Pallets or a significant number of them are in imminent danger of loss, serious damage or destruction,
 - If Lessee makes any sale in bulk or any other sale of its assets out of the ordinary course of business,
 - If Lessee does any act in breach of, or makes default in due performance or observance of, any term, condition or provision of this agreement.
- Upon the happening of an Event of Default, Lessor shall be entitled to take possession of the Pallets forthwith and in any lawful manner and wherever the same may be located, Lessee hereby waiving any and all damages occasioned by such taking of possession, and sell, lease or otherwise dispose of the Pallets for such consideration and upon such terms and conditions as Lessor may reasonably deem fit, the whole without prejudice to Lessor's other rights and remedies at law or in equity.
- Lessee agrees that neither this agreement nor any interest herein nor in the Pallets shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default as defined in sub-paragraphs (a), (b), (c) or (d) of paragraph 8 hereof shall occur or happen, in any such event this agreement shall, at the option of the Lessor to be exercised by notice hereunder, immediately and automatically terminate.
- Lessee shall be responsible for and shall indemnify and save harmless Lessor against and from all losses, actions, suits, proceedings, costs, expenses, damages and liabilities arising out of, connected with, caused or occasioned by, or resulting from, or alleged to arise out of, be connected, caused or occasioned by or resulting from, this agreement, the Pallets or the failure, refusal or neglect of Lessee to accept the Pallets or any part of parts thereof, or the possession, use, operation or ownership of the Pallets or any part of parts thereof; provided and it is expressly agreed, that notwithstanding the termination of this agreement in whole or in part, or the release or discharge from this agreement of any portion of the Pallets or the sale or other disposition of any Pallets or any portion thereof or the release or discharge of Lessee from the obligation to make rental payments as to such portion of the Pallets, the provisions of this section shall, as to any act, matter or thing which shall have been done or have occurred or is prior to such termination, release or discharge as aforesaid, continue in full force and effect.
- Any payment not paid when due hereunder shall bear interest from the due date thereof to the date of payment thereof, at that rate which is five percentage points above the rate charged by Lessor's bankers at Toronto on new loans made to prime commercial borrowers, calculated and compounded monthly.
- Lessee shall not assign, transfer, pledge or hypothecate this agreement or any interest therein or in the Pallets or any part thereof, until the Pallets or any part thereof or permit the use thereof by any other person or part with possession or control of the Pallets without the consent of Lessor, which consent may be arbitrarily withheld.
- If requested by notice by Lessor, Lessee shall deliver, on the expiry of the effluxion of time or earlier termination of the term, at Lessee's expense, to Lessor's address or to such other address as Lessor may designate by notice, the Pallets, in the same condition as when delivered to Lessee, free and clear of all liens, levies, charges, privileges and encumbrances.
- Any notice given hereunder or pursuant hereto shall be in writing and may be personally delivered or may be forwarded by registered mail as hereinafter provided. Any such notice shall be conclusively deemed to be given and received on the second business day next following the day upon which it is mailed in Canada by prepaid registered post addressed to Lessor or Lessee at the address set out herein or to any party at such address as such party may have most recently specified by notice given to the others.

IN WITNESS WHEREOF the parties have executed this agreement.

Lessee
Company Beta Brands
Per [Signature]

Lessor
PALLET RENTAL SYSTEMS INC.
Company [Signature]

Financing Change Statement/Change Statement
État de modification du financement/État de modification

2005/09/09 252 01735
 CCCL1564 2697A20050909A

Registration No. (for office use only) / N° d'enregistrement (usage interne)
 YYYY/AAAA MM/MM DD/JJ Time/Heure Branch/Bureau Sequence/Séquence



Ministry of Consumer and Business Services / Ministère des Services aux Consommateurs et aux Entreprises

Form Formule 3C

10553(03/05)

Registered Under (office use only) / Enregistré aux termes de (usage interne)

PPSA

31 Reference File Number / N° de dossier de référence: **618716898** Renewal (B) OR Discharge (C) / Renouvellement (B) OU Mainlevée (C) Enter Number of Additional Years if Renewal (see reverse) / Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso)

32 Individual Debtor (see records) / Débiteur particulier (voir dossier) First Given Name/Prénom Initial/Initiale Surname/Nom de famille

33 Business Debtor (see records) / Débiteur commercial (voir dossier): **BETA BRANDS LIMITED**

Ontario Corporation No. / N° matricule de la personne morale en Ontario

34 Secured Party/Lien Claimant/Registered Agent / Créancier garanti/ Créancier privilégié/Agent de registration

Address/Adresse City, etc./Ville, etc. Prov./Prov. Postal Code/Code postal

PARAMOUNT PALLET, INC.
1330 MARTIN GROVE ROAD
TORONTO ON M9W 4X3

Authorized Signature/Signature autorisée

Name and Signature of Secured Party/Lien Claimant OR Name of Secured Party/Lien Claimant AND Name and Signature of Agent of Secured Party/Lien Claimant / Nom et signature du créancier garanti/ créancier privilégié OU Nom du créancier garanti/ créancier privilégié ET Nom et signature de l'agent du créancier garanti/ créancier privilégié

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Verification Statement/État de vérification

Form Type / Type de formule	Page	Line / Ligne	*The expiry date calculated by the system may exceed the date on which the registration ceases to be effective. / *La date d'expiration établie en vertu du système peut être postérieure à la date à laquelle l'enregistrement cesse d'être en vigueur.	Page / Page	OF / DE	Total Pages / Nombre de pages	*Entry Date / *Date d'expiration YYYY/AAAA MM/MM DD/JJ
	1			1		2	2010/09/09
1C	1	00	618716898				
1C	1	01	CAUTION FILING/AVERTIS: PAGE: 1 OF/DE: 2 MV SCHEDULE				
1C	1	01	ATTACHED/LISTE VA: REG NUM/NO ENREGIST: 20050909 1453 2697 0004				
1C	1	01	REG UNDER/T. ENREG: P REG PERIOD/PERIODE: 05				
1C	1	03	BETA BRANDS LIMITED				
1C	1	04	1156 DUNDAS STREET EAST				
1C	1	04	LONDON ON N5W 5Y4				
1C	1	08	PARAMOUNT PALLET, INC.				
1C	1	09	1330 MARTIN GROVE ROAD				
1C	1	09	TORONTO ON M9W 4X3				
1C	1	10	CONS GOODS/BIENS CONS: INVTRY/STOCK: EQUIP/MATER: X				
1C	1	10	ACCTS/COMPT: OTHER/AUTRE: MV INCL/VA INCLUS:				
1C	1	10	AMOUNT/MONTANT: 154616 DATE OF MATURITY/DATE ECHEANCE:				
1C	1	10	NO FIXED MAT DATE/D ECHE PAS DET:				
1C	1	13	ORANGE PALLETS TO CPC SPECIFICATION 48"X40" WIDE CPC TRADE MARKED. AS				
1C	1	14	AT SEPTEMBER 1, 2005, 7,028 CPC ORANGE PALLETS WERE ON RENT. THIS				
1C	1	15	BALANCE IS SUBJECT TO CHANGE IN ACCORDANCE WITH THEIR MONTHLY RENTAL				
			*** VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS ***				

10553(03/05)

Account No. (if applicable)/N° de compte (if pertinent) Registration Account Code/Code du compte d'enregistrement

Financing Change Statement/Change Statement
État de modification du financement/État de modification

2005/09/09 252 01736
 CCCL1564 2697A20050909A

Registration No. (for office use only)/N° d'enregistrement (usage interne)
 YYYY/AAA-MM/MM-DD/JJ Time/Heure Branch/Bureau Sequence/Séquence



Ministry of Consumer and Business Services / Ministère des Services aux Consommateurs et aux Entreprises

Form Formule 3C

10553(09/05)

Registered Under (office use only) / Enregistré aux termes de (usage interne)

21 Reference File Number / N° de dossier de référence **618716898** Renewal (B) OR Discharge (C) / Prolongement (B) OU Mainlevée (C) Enter Number of Additional Years if Renewal (see reverse) / Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso)

22 First Given Name / Prénom Initial/Initiale Surname / Nom de famille

23 Individual Debtor (as recorded) / Débiteur particulier (tel qu'enregistré)

24 Business Debtor (as recorded) / Débiteur commercial (tel qu'enregistré) **BETA BRANDS LIMITED**

25 Ontario Corporation No. / N° matricule de la personne morale en Ontario

26 Secured Party/Lien Claimant/Registered Agent / Créancier garanti/ Créancier privilégié/Agent d'enregistrement

27 Address / Adresse City, etc./Ville, etc. Pmt./Prov. Postal Code/Code postal

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Authorized Signature/Signature autorisée

Name and Signature of Secured Party/Lien Claimant OR Name of Secured Party/Lien Claimant AND Name and Signature of Agent of Secured Party/Lien Claimant / Nom et signature du créancier garanti/créancier privilégié OU Nom du créancier garanti/créancier privilégié ET nom et signature de l'agent du créancier garanti/créancier privilégié

PARAMOUNT PALLET, INC.
1330 MARTIN GROVE ROAD
TORONTO ON M9W 4X3

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Verification Statement/État de vérification

Form Type / Type de formule	Page / Page	Line / Ligne	*The expiry date calculated by the system may exceed the date on which the registration ceases to be effective. / *La date d'expiration établie en vertu du système peut être postérieure à la date à laquelle l'enregistrement cesse d'être en vigueur	Pages / Page	OF / DE	Total Pages / Nombre de pages	*Expiry Date / *Date d'expiration YYYY/AAA-MM/MM-DD/JJ
				2		2	2010/09/09

1C 2 00 618716898
 1C 2 01 CAUTION FILING/AVERTIS: PAGE: 2 OF/DE: 2 MV SCHEDULE
 1C 2 01 ATTACHED/LISTE VA: REG NUM/NO ENREGIST: 20050909 1453 2697 0004
 1C 2 01 REG UNDER/T. ENREG: REG PERIOD/PERIODE:
 1C 2 13 INVOICE BASED ON NUMBER OF PALLETS OUTSTANDING. PRINCIPAL AMOUNT
 1C 2 14 SECURED ABOVE IS BASED ON \$22/PALLET X THE NUMBER OF PALLETS
 1C 2 15 OUTSTANDING AT SEPTEMBER 1, 2005

*** VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS ***

10553(09/05)

3C Ontario Verification Statement

Draft ID	X0220061003141544	Client Reference	X02XERCAN1C07285
Total 3C Pages	1	Docket	956525620 ✓
Created	3 Oct 2006 8:55:03 AM	Printed	16 Feb 2007 8:55:03 AM
Registration No.	20061003 1704 1462 4613	Type	PPSA
Reference File No.	629455788	Registration Period	6 years
Caution Filing	No	Expiry Date	3 Oct 2012
Post Search	No		

Debtors

Debtor 1	BETA BRANDS LTD 1156 DUNDAS ST E LONDON, ON N5W5Y4
----------	---

Secured Party

Secured Party 1	XEROX CANADA LTD 33 BLOOR ST. E. 3RD FLOOR TORONTO, ON M4W3H1
-----------------	--

Collateral Classification

Consumer Goods	
Inventory	
Equipment	X
Accounts	
Other	X
Motor Vehicle	

Principal Amount: Date of Maturity: NO FIXED DATE

Motor Vehicle Description

General Collateral Description

Registering Agent

XEROX CANADA LTD 33 BLOOR ST. E. 3RD FLOOR TORONTO ON M4W3H1
--

Courtesy Note:

Drafted By: LUCY MYERS

Lease # 364866400

Verification Statement ETAT DE VERIFICATION

The expiry date calculated by the system may exceed the date on which the registration ceases to be effective.
LA DATE D'EXPIRATION ETABLIE EN VERTU DU SYSTEME PEUT ETRE POSTERIEURE A LA DATE A LAQUELLE L'ENREGISTREMENT CESSE D'ETRE EN VIGUEUR.

Form Type: 1C
TYPE DE FORMULE:

Page of PAGE DE	Total Pages NOMBRE DE PAGES	*Expiry Date/ *DATE D'EXPIRATION			
01	01	01/13/2009			
File Number/NO. DE DOSSIER:	602428293				
Registration Number/NO D'ENREGISTREMENT:	20040113114017153247				
Caution Filing/AVERTIS.:	MV Schedule Attached/LISTE VA:	Registered Under/t. REG:	P Reg Period/PERIODE:	5	

Debtor / DEBITEUR
 BETA BRANDS LTD
 1156 DUNDAS ST E
 LONDON ONT N5W 5Y4

RIGHT MANAGEMENT CONSULTANTS INC.
 1156 DUNDAS ST E
 LONDON ONT N5W 5Y4

Secured Party/Lien Claimant
 PARTIE GARANTIE/TITULAIRE DU PRIVILEGE
 XEROX CANADA LTD
 5650 YONGE ST.
 NORTH YORK ONT M2M 4G7

Collateral Classification/CATEGORIE DE BIEN GREVE						
Consumer Goods/ BIENS DE CONS.:	Inventory/ STOCK:	Equipment/ MATERIAL:	Accounts/ COMPTES:	Other/ AUTRE:	Motor Vehicle Included/ VEHICULE AUTOMOBILE INCLUS:	Amount/ MONTANT:
		X		X		

Date of Maturity/DATE D'ECHEANCE: No Fixed Mat Date/DATE D'ECHEANCE:

Motor Vehicle Description/DESCRIPTION DU VEHICULE AUTOMOBILE

General Collateral Description/DESCRIPTION GENERALE DU BIEN GREVE

Courtesy Notices/ AVIS A TITRE GRACIEUX

Verification Statement

ETAT DE VERIFICATION

The expiry date calculated by the system may exceed the date on which the registration ceases to be effective.
A DATE D'EXPIRATION ETABLIE EN VERTU DU SYSTEME PEUT ETRE POSTERIEURE A LA DATE A LAQUELLE L'ENREGISTREMENT CESSE D'ETRE EN VIGUEUR.

Form Type: 1C
TYPE DE FORMULE:

cln.
956525620

Page of PAGE DE	Total Pages NOMBRE DE PAGES	*Expiry Date/ *DATE D'EXPIRATION
01	01	01/14/2009

File Number/NO. DE DOSSIER:	602453898			
Registration Number/NO D'ENREGISTREMENT:	20040114082217153250			
Caution Filing/AVERTIS.:	MV Schedule Attached/LISTE VA:	Registered Under/T. REG:	P Reg Period/PERIODE:	5

Debtor / DEBITEUR

BETA BRANDS LTD
1156 DUNDAS ST E
LONDON ONT N5W 5Y4

Secured Party/Lien Claimant

PARTIE GARANTIE/TITULAIRE DU PRIVILEGE

XEROX CANADA LTD
5650 YONGE ST.
NORTH YORK ONT M2M 4G7

Collateral Classification/CATEGORIE DE BIEN GREVE

Consumer Goods/ BENS DE CONS.:	Inventory/ STOCK:	Equipment/ MATERIAL:	Accounts/ COMPTES:	Other/ AUTRE:	Motor Vehicle Included/ VEHICULE AUTOMOBILE INCLUS:	Amount/ MONTANT:
		X		X		

Date of Maturity/DATE D'ECHEANCE:

No Fixed Mat Date/DATE D'ECHEANCE:

Motor Vehicle Description/DESCRIPTION DU VEHICULE AUTOMOBILE

General Collateral Descriptor/DESCRIPTION GENERALE DU BIEN GREVE

Courtesy Notices/ AVIS A TITRE GRACIEUX

F
R
O
M

XEROX®

SHIPPERS NO.
NO. DE L'EXPÉDITEUR

D300081

XEROX CANADA LTD

INV BRANCH 6285 SALE DELIVERY FOR 05/10/30 DATE RUN 10/26/00
 RIGGER 62811 PAGE 1 OF 2
 ORDER NO/SEQ 960637 001 TRADE XREF KMM006786

SUPPLY ORDER NO
INSTALL ADDRESS

BETA BRANDS LTD
1156 DUNDAS ST E
LONDON ON
N5W 5Y4

CUSTOMER NO 950025000
CONTACT GUIDO MULIER
KEY-CF
PHONE (519) 455-2250 EXT

N5W 5Y4 PO # NONE MACH LOC

FOR RIGGER USE / À L'USAGE DU TRANSPORTEUR

REMOVED / ENLEVÉ

DELIVERED / LIVRÉ

INSTALLED / INSTALLÉ

DEMONSTRATION / DÉMONSTRATION COMPLÈTE

ATTEMPTED / TENTATIVE AVORTÉE

CARRY OVER / REMIS

BSR ADVISED / BSR AVISÉ

LIVE TIME / EN PERSONNE Heure _____

MSG TIME / BOÎTE VOCALE Heure _____

TIME IN / HEURE D'ARRIVÉE _____

OUT / HEURE DE DÉPART _____

WAITING TIME / TEMPS D'ATTENTE _____

REASON / RAISON _____

MISSING / INCORRECT INFO / INFORMATION ERRONÉE / MANQUANT

SOLUTION DESCRIPTION: WORKCENTRE PRO C3545 WITH SCANNING

INV BR	M	ITEM #	BUILT IN	DESCRIPTION
6285	TEN	TEN196464		CC/WCP 28/36/45
6285	URE	*URE326123		OFFICE FIN.
6285	TNC	*TNC762877		SCANNER/DADE
6285	TNK	*TNK730073		SCN CONTROLLE
6285	ATW	101L00504		SERVICES SCAN
6285		*498K08250		CONV STAPLER
6285	ULT	*098S04829		COLOUR RACK
6285	TNT	*097S03210		WCP45 KIT
6285	ULG	*097S03270		TTM / HCF
6285		*675K10100		LEFT SHELF

METERS 1..... 2..... 3..... 4.....

RIGGER INSTALL
 D/R INSTRUCTIONS D/R TRANS CODE


P/U TRIAL VDR537824 F/U KMM006786
 HRS 830-500PM

LEFT VMX 10/25
 BSR RAY 4164156653

ORDER TYPE 65

INSTALL DATE/...../.....

COMMENTS:
 PRINT NAME / NOM EN LETTRES MOULÉES

CUSTOMER SIGNATURE  DATE/...../.....

EXTRA RIGGING \$.....
 ENTRANCE DOOR WIDTH
 ELEVATOR DOCK ...
 STAIRS FLTS #/FLT
 SVC BR/TM 83434
 BR/TEAM 685S SR COTTON, CURTIS

BSR NAME VERVYNCK RAY
 BSR PHONE (416) 415-6653
 BSR TOLL FREE (800) 803-5966
 BSR FAX (800) 803-3410

AGENT _____ UNIT / UNITÉ # _____

1 CARRIER'S COPY
COPIE DE L'ÉVÉNEMENT

F
R
O
M

XEROX®

SHIPPERS NO.
NO. DE L'EXPÉDITEUR

D300083

XEROX CANADA LTD

INV BRANCH 6285 SALE DELIVERY FOR 06/10/30 DATE RUN 10/26/00
 RIGGER 62811 PAGE 1 OF 2
 ORDER NO/SEQ 960627 002 TRADE NAME NEO100025

SUPPLY ORDER NO 508582181
 INSTALL ADDRESS
 BETA BRANDS LTD
 1150 DUNDAS ST E
 LONDON ON
 N5W 5Y4

CUSTOMER NO 954882170
 CONTACT GUIDO MULDER
 KEY-OF
 PHONE (519) 455-2150 EXT

PO # NONE
MATCH LOC

FOR RIGGER USE (À L'USAGE DU TRANSPORTEUR)

SOLUTION DESCRIPTION: WORKCENTRE PRO 55 WITH HCF

INV BR	M	ITEM #	BUILT IN	DESCRIPTION
6285	NWL	F	NWL039930	55PPM F
6285	ATW		101LC00504	SERVICES SCAN
6285	NYK		*097S00008	WCP 55 UFG KI
6285			050K21351	INSTALL KIT E
6285	PWM		*098S04796	356 MEG UFG
6285			*498K08450	WCP NET CONTR
6285			*498K07790	LNDRFIREWIRE
6285			*498K05031	SHELF KIT
6285			*301K12931	WC MS&T
6285			*498K04831	IPA BOARD

REMOVED / ENLEVÉ

DELIVERED / LIVRÉ

INSTALLED / INSTALLÉ
LOC

DEMONSTRATION / DÉMONSTRATION COMPLETE

ATTEMPTED / TENTATIVE AVORTÉE

CARRY OVER / REMIS 7819A

BSR ADVISED / BSR AVISÉ

LIVE TIME / EN PERSONNE Heure _____

MSG TIME / BOÎTE VOCALE Heure _____

TIME IN / HEURE D'ARRIVÉE _____

OUT / HEURE DE DÉPART _____

WAITING TIME / TEMPS D'ATTENTE _____

REASON / RAISON _____

MISSING / INCORRECT INFO / INFORMATION ERRONÉE / MANQUANT

METERS 1..... 2..... 3..... 4.....

RIGGER INSTALL
D/R INSTRUCTIONS D/R TRANS CODE

E/U NEO100025
BSR RAY 4164156653

HRS 830-500PM

ORDER TYPE 65

INSTALL DATE/...../.....

COMMENTS:

PRINT NAME / NOM EN LETTRES MOULÉES

EXTRA RIGGING \$.....

ENTRANCE DOOR WIDTH

ELEVATOR DOCK ...

STAIRS FLTS #/FLT

SVC BR/TM 83434

BR/TEAM 685S SR COTTON, CURTIS

BSR NAME VERVYNCK RAY
 BSR PHONE (416) 415-6653
 BSR TOLL FREE (800) 803-5966
 BSR FAX (800) 803-3410

AGENT

UNIT #
UNITÉ #

CUSTOMER SIGNATURE DATE/...../.....

H



LONDON and ST. THOMAS
REAL ESTATE BOARD

LEGAL SALE/EXCHANGE/LEASE/SUBLEASE
INDUSTRIAL/COMMERCIAL LISTING AGREEMENT
FORM 520



BETWEEN:

BROKERAGE: CB RICHARD ELLIS LIMITED, REAL ESTATE BROKERAGE, 150 DUFFERIN AVE. # 602

LONDON, ON N6A 5N6 (the "Listing Brokerage") Tel. No. [519]673-6444

SELLER(S): Mintz & Partners as receivers for Beta Brands Limited (the "Seller")

In consideration of the Listing Brokerage listing and agreeing to offer the property known as 1156 Dundas Street, London, Ontario

London for Sale at a price of _____
(sale / lease)

(\$Cdn _____) the Seller gives the Listing Brokerage the exclusive authority and the irrevocable right

to act as the Seller's agent in the sale/lease of the Seller's Property until 11:59 p.m. on the 31st day of March, 2008 and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale or lease of the Property.

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the Real Estate Board. However, in accordance with the Real Estate and Business Brokers Act of Ontario, if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. (Seller's Initials) ○

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor and landlord and a "Buyer" includes a purchaser, a tenant, or a prospective purchaser or tenant. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors or officers of the corporation introduced or shown the Property.

2. COMMISSION:

SALE: In consideration of the Listing Brokerage marketing the Seller's Property for sale or exchange or the granting of an option or the granting of a first right of refusal or transferring the Property to any other party, (herein called "sale"), and upon such terms particularly set out below, or at such other terms

and price acceptable to the Seller, the Seller agrees to pay the Listing Brokerage a commission equal to Five [5%] percent _____
% of the sale price of the Property

or _____ Such amount shall be payable on the date of completion.

LEASE: In consideration of the Listing Brokerage marketing the Seller's Property for lease or sub-lease or any Agreement therefore, (herein called "lease"), and upon such terms particularly set out below, or at such other terms and price acceptable to the Seller, the Seller agrees to pay the Listing Brokerage a

commission equal to _____ Such amount shall be payable on the earlier of the date set for commencement of the lease or the taking of possession.

The Seller agrees to pay the Listing Brokerage such commission if:

- a sale or lease of the Property is effected during the period of this Agreement from any source whatsoever;
- the Listing Brokerage or any Co-operating Brokerage procures a valid offer on the terms and conditions set out in this Agreement or on such terms and conditions as the Seller may accept;
- a sale of this Property is effected to a Lessee to whom it was rented or leased during the listing period; or
- an Agreement is entered into by the Seller or anyone on the Seller's behalf within 180 days after (Seller's Initials) ○ the expiration of this Authority to any party who was in contact with, had discussions or any other communications with, was referred to or shown this Property by, or had any dealings with the Listing Brokerage, the Listing Brokerage's representative or Co-operating Brokerage during the term of this authority period unless the Property is sold or leased pursuant to a new Listing Agreement between the Seller and another registered Real Estate Brokerage. Provided further that if the transaction contemplated by an agreement the Seller has entered into is not completed, where such non-completion is in any way owing or attributable to the Seller's default or neglect, the Seller agrees to pay the Listing Brokerage said commission within five (5) days following the Listing Brokerage's written demand therefore.

In addition to any commission or fee to which the Listing Brokerage is entitled the Seller agrees to pay the Listing Brokerage the amount of applicable Goods and Services Tax (and any other applicable taxes). The Seller shall be liable to pay to the Listing Brokerage on demand any deficiency in commission or taxes owing to the Listing Brokerage should the amount paid to the Listing Brokerage from the deposit and by the Seller's solicitor not be sufficient.

The Seller irrevocably assigns to the Listing Brokerage and/or its Co-operating Brokerage as trust monies an amount of the proceeds of sale equal to the commission amount and hereby charges the Property with such amount and authorizes the Listing Brokerage to register a notice of same on the title to the Property. The Seller authorizes the Listing Brokerage to give a copy of this Agreement to the Seller's solicitor as proof of this trust and assignment and the Seller irrevocably instructs the solicitor to pay directly to the Listing Brokerage and/or its Co-operating Brokerage the unpaid balance of commission from the proceeds of the sale as the Listing Brokerage may direct. The Listing Brokerage shall pay all Co-operating Brokerage's commissions and disburse said commissions in accordance with the Commission Trust Agreement provisions of the MLS® Rules and Regulations of the London and St. Thomas Real Estate Board.

In the event the Buyer fails to complete the purchase or lease and the deposit becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as agreed compensation for services rendered, fifty percent (50%) of the said deposit (but not to exceed the commission payable had a sale or lease been consummated) and to pay the balance of the deposit to the Seller.



10. INDEMNIFICATION: The Seller will not hold the Listing Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or willful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form.

11. FAMILY LAW ACT: The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the Seller's spouse has executed the consent hereinafter provided.

12. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supercede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.

13. ELECTRONIC COMMUNICATION: This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

14. SCHEDULE(S) _____ and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE OR LEASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

J. Peter Whatmore _____ DATE _____
(Authorized to bind the Listing Brokerage) (Name of Person Signing)

This Agreement is to be a Exclusive Listing Agreement with a Brokerage of the London and St. Thomas Real Estate Board.
(L.S.T.) Exclusive

Any representations contained herein or as shown on the accompanying information sheet or in property information forms respecting the Seller's Property are true to the best of the Seller's knowledge, information and belief and the Seller hereby indemnifies the Listing Brokerage and its Co-operating Brokerages who may rely upon same in making any representations to any person.

The Seller has read and fully understands this Agreement and the Seller acknowledges this date having received a true copy which the Seller has signed under seal.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

(Signature of Seller) (Seal) DATE _____ (Tel. No.) _____

(Signature of Seller) (Seal) DATE _____ (Tel. No.) _____

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees that he/she will execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse) (Seal) DATE _____

DECLARATION OF INSURANCE

The Broker/Salesperson J. PETER WHATMORE
(Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations

(Signature(s) of Broker/Salesperson)

To facilitate the marketing and sale of the Property, the Seller requests the placing of a Key Safe on the Property. The Seller fully understands the operation of same and agrees that any liability herein rests with the Seller.

(Seller/Authorized Representative) (Seller/Authorized Representative)

LONDON and ST. THOMAS REAL ESTATE BOARD RELEASE

RE: property known as _____

THE SELLER, _____, has listed this Property for sale and hereby authorizes any regulatory authority, government, mortgagee or others to release any information concerning this Property to the

LISTING BROKERAGE or its representative CB RICHARD ELLIS LIMITED, BROKERAGE

(Seller's Signature) DATE (Seller's Signature) DATE

6

1

BETA BRANDS LIMITED

FILES TO BE RETAINED

OFFICE LOCATION	WHERE	FILE TYPE	FILE DESCRIPTIONS
COMMON AREA FINANCE # 266	ALONG INSIDE WALL	FINANCE	2005 A-Z ACCOUNTS PAYABLE BETA/BETA U.S. PAID INVOICES
COMMON AREA FINANCE # 266	ALONG INSIDE WALL	FINANCE	JOURNAL VOUCHERS - 2004 - 2006
COMMON AREA FINANCE # 266	ALONG INSIDE WALL	FINANCE	MONTH END/YEAREND WORKING PAPERS 2003 - 2005
COMMON AREA FINANCE # 266	ALONG INSIDE WALL	FINANCE	BANKING BINDERS - 2004 - 2006
COMMON AREA FINANCE # 266	ALONG INSIDE WALL	FINANCE	CAPITAL ADDITION BINDERS 2004 - 2006
COMMON AREA FINANCE # 266	ALONG INSIDE WALL	FINANCE	ART, PLATES & DIES ADDITIONS BINDERS 2004 - 2005
COMMON AREA FINANCE # 266	ALONG BK WALL A/R	FINANCE	2005 ACCOUNTS RECEIVABLE INVOICES AND 2006 ACCOUNT RECEIVABLE CANDY
COMMON AREA FINANCE # 266	TOP OF CABINET	FINANCE	CUSTOMER PRICING 2001/2006 & CASH RECEIPT JOURNALS FOR 2005
COMMON AREA FINANCE # 266	ALONG SIDE WALL/MIKE	FINANCE	2005 ACCOUNTS RECEIVABLE INVOICES AND CASH RECEIPTS 2005
COMMON AREA FINANCE # 266	CABINET	FINANCE	TEXTRON BORROWING BASE CERTIFICATE FILES AND COMPLIANCE CERTIFICATES
COMMON AREA FINANCE # 266	ON DESK	FINANCE	MISCELLANEOUS 2006 FINANCIAL MONTH END WORKING PAPERS
COMMON AREA FINANCE # 266	FLOOR	FINANCE	SALE DOCUMENTS RE: BETA BRANDS SALE TO CULINAR
COMMON AREA FINANCE # 266	FLOOR	FINANCE	SALE DOCUMENTS RE: SALE BY 3651410 CANADA INC. (REGAL) BY BETA
PAYROLL INNER AREA # 267	File Cabinet	Finance	2006 EMPLOYEE FILES ACTIVE AND TERMINATED
PAYROLL INNER AREA # 267	File Cabinet	Finance	HOURLY PAYROLL REGISTERS 2005
PAYROLL INNER AREA # 267	File Cabinet	Finance	SALARY PAYROLL REGISTERS 2004 - 2005
PAYROLL INNER AREA # 267	File Cabinet	Finance	EXECUTIVE PAYROLL REGISTERS - 2004
PAYROLL INNER AREA # 267	File Cabinet	Finance	HAMILTON PAYROLL REGISTERS - 2004
PAYROLL INNER AREA # 267	File Cabinet	Finance	BETA BRANDS USA PAYROLL REGISTERS 2004 - 2005 AND 1999
PAYROLL INNER AREA # 267	File Cabinet	Finance	BETA BRANDS USA QUARTERLY PAYROLL REPORTS
PAYROLL INNER AREA # 267	File Cabinet	Finance	BI-WEEKLY INPUT SHEETS (SALARY & HOURLY) 2005 - 2006
PAYROLL INNER AREA # 267	File Cabinet	Finance	HAMILTON INPUT SHEETS 2003 - 2004
PAYROLL INNER AREA # 267	File Cabinet	Finance	VACATION SHEETS
PAYROLL INNER AREA # 267	File Cabinet	Finance	HOURLY PAYROLL ADJUSTMENTS
PAYROLL INNER AREA # 267	File Cabinet	Finance	T4 FILES 1998 - 2005
PAYROLL INNER AREA # 267	File Cabinet	Finance	TIMECARDS - 2006
PAYROLL INNER AREA # 267	File Cabinet	Finance	EI REDUCTION INFORMATION

BETA BRANDS LIMITED

FILES TO BE RETAINED

OFFICE LOCATION	WHERE	FILE TYPE	FILE DESCRIPTIONS
PAYROLL INNER AREA # 267	File Cabinet	Finance	APPLICATIONS FOR RRSP 1998 - 1999
PAYROLL INNER AREA # 267	File Cabinet	Finance	CCRA STATEMENTS
PAYROLL INNER AREA # 267	File Cabinet	Finance	BENEFIT FILES
PAYROLL INNER AREA # 267	File Cabinet	Finance	UNION DUES REPORTS
PAYROLL INNER AREA # 267	File Cabinet	Finance	DENTAL REPORTS
PAYROLL INNER AREA # 267	File Cabinet	Finance	EXECUTIVE FILES 2000 - 2002 & 2007
PAYROLL OUTER AREA # 267	In boxes	Finance	TIMECARDS 2003 - 2005
PAYROLL OUTER AREA # 267	In boxes	Finance	EMPLOYEE FILES 1998 - 2005
PAYROLL OUTER AREA # 267	In boxes	Finance	PAYROLL & HR FILES
PAYROLL OUTER AREA # 267	In boxes	Finance	MILTON SALES FILES
PAYROLL OUTER AREA # 267	In boxes	Finance	PAYROLL REGISTERS 2002 - 2004
PAYROLL OUTER AREA # 267	In boxes	Finance	HAMILTON & NORTH YORK FILES
PAYROLL OUTER AREA # 267	In boxes	HR	HR MISCELLANEOUS FILES
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Due Diligence Binders for Sale to Sun Capital
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Due Diligence Binders for Foreclosure of Beta Brands Inc.
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Binders for 2003 Debt Restructuring
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Due Diligence Binders for Asset Based Lenders - CIT
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Due Diligence Binders for Asset Based Lenders - TEXTRON
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Prior Years Budgets and Periodic Forecasts
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Prior Years Pro Forms Segmented Financial Statements
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Due Diligence Working Papers of Information Given Amore Sweets (Potential Purchaser)
MIKE CLIFFORD'S OFFICE # 268	BOOKSHELF	FINANCE	Beta Brands Limited Board of Directors Minutes of Meetings
MIKE CLIFFORD'S OFFICE # 268	CREDENZA	FINANCE	Old Annual Reports
LINDSAY'S OFFICE # 279	5 drawer file cabinet	Production	2nd Drawer - Visual reports on 2005 forecast; correspondence; reports on pallet labels
LINDSAY'S OFFICE # 279	5 drawer file cabinet	Production	3rd Drawer - Visual reports on 2005 fcst; planning reports; scheduling info and SOP meeting
LINDSAY'S OFFICE # 279	5 drawer file cabinet	Production	4th Drawer - Visual reports on Pallets reports
LEN'S OFFICE # 285	BOOKCASE #2	Production	TRIANGLE MACHINES OPERATING MANUALS

BETA BRANDS LIMITED

FILES TO BE RETAINED

OFFICE LOCATION	WHERE	FILE TYPE	FILE DESCRIPTIONS
LEN'S OFFICE # 285	BOOKCASE #2	Production	NID4 (MOGUL) PROJECT MANUALS
LEN'S OFFICE # 285	CREDENZA	Production	EQUIPMENT FILES
SERGE'S OFFICE	DOUBLE FILE CABINET	HR	HOURS EMPLOYEE FILES
SERGE'S OFFICE	DESK DRAWER	HR	POLICY FILES AND GRIEVANCES FILES
MEL'S OFFICE # 281	file on rollers	Production	Pertains to pallet information for all carriers
BRAD'S OFFICE # 282	Book Case	Finance	Trade Mark billings Canada & U.S
BRAD'S OFFICE # 282	Double File Cabinet	Marketing	4th Drawer - files containing information on Culinar products once sold by Beta 1999
H.R FILE ROOM	FILE CABINETS	HR	FILE CABINETS ALONG INSIDE WALL - SALARY & HOURLY EMPLOYMENT FILES
H.R FILE ROOM	FILE CABINETS	HR	FILE CABINET - HOURLY EMPLOYEE FILES
H.R FILE ROOM	FAR CORNER CABINET	HR	PAY EQUITY, COMPENSATION FILES, EVALUATION FILES
H.R FILE ROOM	FAR CORNER CABINET	HR	BETA U.S. & LIFESAVER EMPLOYEE FILES
H.R FILE ROOM	FAR CORNER CABINET	HR	PENSION & BENEFITS FILES - CULINAR
H.R FILE ROOM	FAR WALL CABINET	HR	2002/2003 TERMINATION FILES
HR OFFICE	FILE CABINETS	HR	GRIEVANCES CABINET #7 - EMPLOYEE FILES
HR OFFICE	BACK WALL CABINET	HR	DRAWERS - WISB INFO W/EMPLOYEE FILES
H&S CUBICAL	DESK	HR	2006 - CURRENT EMPLOYEE'S WISB FILES
COMMON AREA	CABINET DRAWERS	HR	CORRESPONDENCE - LITIGATION
COMMON AREA	CABINET DRAWERS	HR	UPPER MANAGEMENT EMPLOYEE FILES
COMMON AREA	CABINET DRAWERS	HR	PENSION FILES
COMMON AREA	CABINET DRAWERS	FINANCE	FINANCIAL REPORTS
COMMON AREA	CABINET DRAWERS	FINANCE	DUE DILIGENCE FILES
COMMON AREA	CABINET DRAWERS	HR	GRIEVANCE FILES
BASEMENT - #2	SKIDS	HR	HR FILES FROM SALE OF BETA BY CULMINAR TO BETA BRANDS INC
BASEMENT - #2	SKIDS	HR	EMPLOYEE PENSION FUND CARDS

7

BETA BRANDS LIMITED

FILES TO BE DESTROYED

OFFICE LOCATION	WHERE IN OFFICE	FILE TYPE	FILE DESCRIPTION
QA MANAGER'S OFFICE # 262	CABINET	PRODUCTION	EMPLOYEE FILES - COPIES FROM MAIN HR FILES
QA MANAGER'S OFFICE # 262	CABINET	PRODUCTION	CUSTOMER FILES
QA MANAGER'S OFFICE # 262	CABINET	PRODUCTION	TESTING FILES
QA MANAGER'S OFFICE # 262	CABINET	PRODUCTION	RECALL FILES
QA MANAGER'S OFFICE # 262	BOOKCASE	PRODUCTION	RECALL MANUALS
QA MANAGER'S OFFICE # 262	BOOKCASE	PRODUCTION	MOCK RECALL TESTING & RESULTS
QA MANAGER'S OFFICE # 262	BOOKCASE	PRODUCTION	SUPPLIER 3RD PARTY AUDITS
QA MANAGER'S OFFICE # 262	BOOKCASE	PRODUCTION	SHELF LIFE TRIALS
QA MANAGER'S OFFICE # 262	BOOKCASE	PRODUCTION	CUSTOMER BINDERS OF RECALL POLICIES & PROCEDURES
R & D LAB # 263	SHELVES	PRODUCTION	INGREDIENT BINDERS & FORMULAS
R & D LAB # 263	CABINET #1	PRODUCTION	EMC CHANGES
R & D LAB # 263	CABINET #2	PRODUCTION	PROJECT AND NEW PRODUCT FILES
R & D LAB # 263	CABINET #3	PRODUCTION	(LARGE CABINET) FORMULAS
R & D LAB # 263	CABINET #4	PRODUCTION	PRODUCTION SAMPLE FILES
R & D LAB # 263	CABINET #5	PRODUCTION	FORMULAS FOR NEW PRODUCT TESTING
R & D LAB # 263	CABINET #5	PRODUCTION	CORRESPONDENCE
R & D LAB # 263	CABINET #5	PRODUCTION	BUDGETS
R & D LAB # 263	CABINET #1	PRODUCTION	SUPPLIER & PRODUCT CERTIFICATION FILES
R & D LAB # 263	CABINET #3	PRODUCTION	RAW MATERIAL CERTIFICATES OF ANALYSIS
R & D LAB # 263	SHELF	PRODUCTION	SHELF LIFE STUDIES
R & D LAB # 263	CABINET	PRODUCTION	PRODUCTION MONITORING FILES
R & D LAB # 263	CABINET	PRODUCTION	OLD PROJECT FILES
R & D LAB # 263	CABINET	PRODUCTION	PLANT TRIALS
R & D LAB # 263	CABINET	PRODUCTION	INGREDIENT RESEARCH FILES
R & D LAB # 263	CABINETS	PRODUCTION	PRODUCTION SAMPLING FILES 2005 - 2006
COMMON AREA FINANCE # 266	1ST FILE CABINET	FINANCE	TOP DRAW - 2005/2006 CUSTOMER PRODUCT ESTIMATES

BETA BRANDS LIMITED

FILES TO BE DESTROYED

OFFICE LOCATION	WHERE IN OFFICE	FILE TYPE	FILE DESCRIPTION
COMMON AREA FINANCE # 266	1ST FILE CABINET	FINANCE	2ND DRAW - 2004/2003 CUSTOMER PRODUCT ESTIMATES
COMMON AREA FINANCE # 266	1ST FILE CABINET	FINANCE	3RD DRAW 2003 MONTH END REPORTS
COMMON AREA FINANCE # 266	2ND FILE CABINET	FINANCE	TOP DRAW - SAMPLE LOGS
COMMON AREA FINANCE # 266	3RD CABINET	FINANCE	2001/2002/2003 BINDERS CONTAINING (Engineering Master Change)EMC DOCUMENTS
COMMON AREA FINANCE # 266	TOP OF CABINETS	FINANCE	17 BINDERS OF 2000 - 2006 EMC DOCUMENTS
COMMON AREA FINANCE # 266	TOP OF CABINETS	GENERAL	2 BINDERS - EMPOWERMENT COURSE
COMMON AREA FINANCE # 266	TOP OF CABINETS	FINANCE	1 BINDER AS400 SYSTEM
COMMON AREA FINANCE # 266	TOP OF CABINETS	PRODUCTION	4 BINDERS OF PACKAGING SPEC
COMMON AREA FINANCE # 266	TOP OF CABINETS	PRODUCTION	3 BINDER OF FORMULAS
COMMON AREA FINANCE # 266	TOP OF CABINETS	FINANCE	2 BINDERS VISUAL SYSTEM INFO
COMMON AREA FINANCE # 266	TOP OF CABINETS	GENERAL	CATALOGUE FOR OFFICE SUPPLIES
COMMON AREA FINANCE # 266	CABINET	FINANCE	OLD PAID A/P FILES PREVIOUSLY PULLED FOR AUDITORS
COMMON AREA FINANCE # 266	ON DESK	FINANCE	OLD PAID A/P FILES PREVIOUSLY PULLED FOR AUDITORS
MIKE CLIFFORD'S OFFICE # 268	CREDENZA	FINANCE	Visual Manufacturing Implementation Files
MIKE CLIFFORD'S OFFICE # 268	CREDENZA	FINANCE	Old Financial Packages
MIKE CLIFFORD'S OFFICE # 268	CREDENZA	FINANCE	Old Product Development Files
MIKE CLIFFORD'S OFFICE # 268	CREDENZA	FINANCE	Old Overhead Rate Calculation Binders
LINDSAY'S OFFICE # 279	5 drawer file cabinet	Production	1st Drawer 3 Binders on JIT/Learn Production Course
LINDSAY'S OFFICE # 279	5 drawer file cabinet	Production	1 Binder on Production Planning
LINDSAY'S OFFICE # 279	5 drawer file cabinet	Production	6 - stencils and 1 box of forms (Candy) - never made by Beta
LINDSAY'S OFFICE # 279	5 drawer file cabinet	Production	5th Drawer - Visual reports on scheduling. 2004 customer orders
LINDSAY'S OFFICE # 279	Desk	Production	Drawer - Visual reports on daily activity; WIP counts; Project date reports;
LINDSAY'S OFFICE # 279	Desk	Production	New Inventory reports; fab production reports; Cream & Gum & Bakery MPS
LINDSAY'S OFFICE # 279	Desk back wall	Production	1st Drawer - 2006/2005 Production Scheduling
LINDSAY'S OFFICE # 279	Desk back wall	Production	Blank forms for Scheduling
LINDSAY'S OFFICE # 279	Desk back wall	Production	2004 Product Scheduling

BETA BRANDS LIMITED

FILES TO BE DESTROYED

OFFICE LOCATION	WHERE IN OFFICE	FILE TYPE	FILE DESCRIPTION
MEL'S OFFICE # 281	Book Case	Production	1) Binder of gift line information
MEL'S OFFICE # 281	Book Case	Production	1) Binder recall manual
MEL'S OFFICE # 281	Double File Cabinet	Production	1st Drawer Administration reports
MEL'S OFFICE # 281	Double File Cabinet	Production	2nd Drawer Customer files for Candy/Bakery - product specification info
MEL'S OFFICE # 281	Double File Cabinet	Production	3rd Drawer Customer files for Candy/Bakery - product specification info
MEL'S OFFICE # 281	Double File Cabinet	Production	4th Drawer Customer files for Candy/Bakery - product specification info
MEL'S OFFICE # 281	Corner file Cabinet	Production	1st Drawer product files
MEL'S OFFICE # 281	Corner file Cabinet	Production	2nd & 3rd U.S. files on Customer from 2002-2004 po's etc
MEL'S OFFICE # 281	desk	Production	Daily scrap reports; cycle counts; Wip adjustment; stock info; Planning reports MPS
BRAD'S OFFICE # 282	Book Case	Marketing	1) Binder Corrugate Request Form
BRAD'S OFFICE # 282	Book Case	Marketing	1) Binder CCP & Feasibility
BRAD'S OFFICE # 282	Book Case	Marketing	1) Binder Vendor info
BRAD'S OFFICE # 282	Book Case	Marketing	1) Binder National Product Registry
BRAD'S OFFICE # 282	Book Case	Marketing	3) Street Smart Binders 2003/2004
BRAD'S OFFICE # 282	Book Case	Marketing	1) Binder Regal Contract and Specs
BRAD'S OFFICE # 282	Book Case	Marketing	1) Binder - Wal-Mart Private Brands
BRAD'S OFFICE # 282	Book Case	Marketing	1) Binder Wal-Mart Canada & U.S.
BRAD'S OFFICE # 282	Book Case	Marketing	1) Binder Sobseys Jazz Crackers
BRAD'S OFFICE # 282	Book Case	Marketing	3) Binders Haines
BRAD'S OFFICE # 282	Double File Cabinet	Marketing	2nd Drawer - customer files containing 2002/2004/2005 information
BRAD'S OFFICE # 282	Double File Cabinet	Marketing	3rd Drawer - Files pertaining to nutrition info - nutrition labels - organic research info
BRAD'S OFFICE # 282	Double File Cabinet	Marketing	General info and feed back for packaging - label files for breathsavers
PURCHASING OFFICE # 283	Book Case	Finance	3 Binders Beta Policy & Procedures
PURCHASING OFFICE # 283	Book Case	Production	1 Binder PAC Certificate Material Course
PURCHASING OFFICE # 283	Book Case	Production	1 Binder on Film Spec
PURCHASING OFFICE # 283	Book Case	Production	2 Binders on Vendor Quotations

BETA BRANDS LIMITED

FILES TO BE DESTROYED.

OFFICE LOCATION	WHERE IN OFFICE	FILE TYPE	FILE DESCRIPTION
PURCHASING OFFICE # 283	Book Case	Production	6 Books on Cape Pack System
PURCHASING OFFICE # 283	Book Case	Production	Vendor Catalogues
PURCHASING OFFICE # 283	Book Case	Production	Vendor Manuals
PURCHASING OFFICE # 283	Book Case	Production	Vendor C.D. information
PURCHASING OFFICE # 283	5 drawer file cabinet	Production	Vendor info - Copies of P.O.'s/reports/corespondance/material spec.s
PURCHASING OFFICE # 283	Desk	Finance	Files - on open orders
PURCHASING OFFICE # 283	Desk	Finance	Files on Beta systems reports eg; forecasts, bulk readings, cost sheets, samples of films
VP LOGISTIC'S OFFICE # 284	Back Shelf	General	Stacks of magazines
VP LOGISTIC'S OFFICE # 284	Back Shelf	Production	Stacks of Reports & forms from Beta's system Visual - internal 2005 records
VP LOGISTIC'S OFFICE # 284	Back Shelf	Finance	Estimated shipping change worksheets; inventory reconciliations; copies of bill of ladings
VP LOGISTIC'S OFFICE # 284	On desk	Finance	Folder showing Carrier Rates
VP LOGISTIC'S OFFICE # 284	Single file cabinet	Production	2nd drawer - files for -obsolete forms; sop's; maintenance; receiving;patronalazation; health & safety; cooler storage; freight
VP LOGISTIC'S OFFICE # 284	Single file cabinet	Production	3rd drawer -Visual reports on budget info and forecasts
VP LOGISTIC'S OFFICE # 284	Single file cabinet	Production	4th drawer - files for fire drills, Beta education documentation
VP LOGISTIC'S OFFICE # 284	Double fire cabinet	Production	2nd drawer - 2003/2004/2005 - info on Carriers
VP LOGISTIC'S OFFICE # 284	Double fire cabinet	Finance	Budget/plans ; health & safety; sales operations' 2006 Estimated Freight forecast
VP LOGISTIC'S OFFICE # 284	Double fire cabinet	Production	Bottom drawer - Binders on logistics for Department Planning and Empowered Performance
LEN'S OFFICE # 285	BOOKCASE #1	Finance	CAPITAL APPROPRIATION REQUEST BINDERS 2001 - 2003
LEN'S OFFICE # 285	BOOKCASE #1	Production	CONTRACTOR'S HEALTH & SAFETY REQUIREMENTS BINDER
LEN'S OFFICE # 285	BOOKCASE #2	Production	SUPPLIER BINDERS
LEN'S OFFICE # 285	CABINET	Production	PROJECT FILES
LEN'S OFFICE # 285	CREDENZA	Production	CORRESPONDENCE
LEN'S OFFICE # 285	ON DESK	Production	MINISTRY OF LABOUR REPAIR FILES
SERGE'S OFFICE	SERGE	GENERAL	BINDERS - G4 SECURITY REPORTS
SERGE'S OFFICE	SHELF	HR	HR MANUALS

BETA BRANDS LIMITED

FILES TO BE DESTROYED

OFFICE LOCATION	WHERE IN OFFICE	FILE TYPE	FILE DESCRIPTION
SERGE'S OFFICE	2 DR/FILE CABINET	HR	TOP - OPEN FILES, COMMUNICATION MEETING FILES
H.R FILE ROOM	FILE CABINETS	HR	TOP OF CABINET - FILES FOR JOB LISTING, BENEFIT BILLINGS
H.R FILE ROOM	FAR WALL CABINET	HR	LIFESAVER - HAMILTON -HOURLY
H.R FILE ROOM	SHELVES FAR WALL	HR	BOOKS, BENEFITS MANUALS , HR MANUALS
H.R FILE ROOM	INSIDE WALL CABINET	HR	TOP - INSPECTION FORMS
H.R FILE ROOM	INSIDE WALL CABINET	HR	INSIDE CABINET - TRAINING INFO
H.R FILE ROOM	INSIDE WALL CABINET	HR	DRAWERS - HEALTH & SAFETY FILES-REPORTS
HR OFFICE	BACK WALL CABINET	HR	TOP - MDS MANUALS
HR OFFICE	BACK WALL CABINET	HR	HEALTH & SAFETY SUPPLIES
H&S CUBICAL	BOOK SHELF	HR	BOOK SHELF - MANUALS RELATING TO HEALTH & SAFETY - SOP MANUALS
H&S CUBICAL	BOOK SHELF	HR	MINISTRY OF LABOUR MANUALS
H&S CUBICAL	DESK	HR	DESK - HEALTH & SAFETY FILES
COMMON AREA	CABINET SHELVES	HR	WALL CABINET SHELVES - HUMAN RESOURCE MANUALS
COMMON AREA	CABINET DRAWERS	HR	DRAWERS - 2006 BENEFITS BILLING STATEMENTS
COMMON AREA	CABINET DRAWERS	HR	CORPORATE FILES
COMMON AREA	CABINET DRAWERS	HR	RECALL FILES
COMMON AREA	CABINET DRAWERS	HR	RESUMES
BASEMENT - #1	SKIDS	FINANCE	APV INVOICES - HAMILTON - 2002 - 2004
BASEMENT - #1	SKIDS	FINANCE	OLD QA FILES
BASEMENT - #1	SKIDS	FINANCE	CONFIDENTIAL INFORMATION MEMORANDUMS 2001 - 2004
BASEMENT - #1	SKIDS	FINANCE	VP FINANCE FILES (1999 AND EARLIER)
BASEMENT - #1	SKIDS	FINANCE	INTERCO REC'S 1997 - 2001
BASEMENT - #1	SKIDS	FINANCE	CAPITAL EXPENDITURES 1998 AND 2001
BASEMENT - #1	SKIDS	FINANCE	FINANCIAL BACKUP 2001
BASEMENT - #1	SKIDS	FINANCE	YEAREND WORKING PAPERS 2000
BASEMENT - #1	SKIDS	FINANCE	BANKING 2003

BETA BRANDS LIMITED

FILES TO BE DESTROYED

OFFICE LOCATION	WHERE IN OFFICE	FILE TYPE	FILE DESCRIPTION
BASEMENT - #1	SKIDS	FINANCE	COMPANY STORE DEPOSITS 2003/2004
BASEMENT - #1	SKIDS	FINANCE	JOURNAL VOUCHERS 2001 - 2003
BASEMENT - #1	SKIDS	FINANCE	ACCOUNTS RECEIVABLE FILES (INVOICES, CORRESPONDENCE) 2000 - 2004
BASEMENT - #1	SKIDS	FINANCE	CASH RECEIPTS JOURNALS 2000 - 2004
BASEMENT - #1	SKIDS	FINANCE	A/P INVOICES - BETA BRANDS LIMITED - 2002 - 2004
BASEMENT - #1	SKIDS	FINANCE	A/P INVOICES - BETA BRANDS USA - 2002 - 2004
BASEMENT - #1	SKIDS	FINANCE	CASH DISBURSEMENT REGISTERS 2002 - 2004
BASEMENT - #1	SKIDS	FINANCE	BETA BRANDS INC CORPORATE FILES
BASEMENT - #1	SKIDS	FINANCE	STOCK OPTION PLAN FILES
BASEMENT - #2	SKIDS	HR	EMPLOYEE TERMINATION FILES 1997/1998/2000/2001
BASEMENT - #2	SKIDS	HR	TERMINATED EMPLOYEES MEDICAL FILES - 1997
BASEMENT - #2	SKIDS	HR	MSDS SHEETS 1990 - 2003
BASEMENT - #2	SKIDS	HR	EMPLOYEE GROUP INSURANCE CARDS - OLD
BASEMENT - #2	SKIDS	FINANCE	BANKING - 2000
BASEMENT - #2	SKIDS	FINANCE	JOURNAL VOUCHERS - 2000
BASEMENT - #2	SKIDS	FINANCE	ACCOUNT REC'S - 2000
BASEMENT - #2	SKIDS	FINANCE	CAPITAL APPROPRIATION REQUESTS 1999 - 2000
BASEMENT - #2	SKIDS	FINANCE	SALES JOURNAL - 2000
BASEMENT - #2	SKIDS	FINANCE	A/P INVOICES - 1992
BASEMENT - #2	SKIDS	FINANCE	A/P CHEQUE STUBS - 2001
BASEMENT - #2	SKIDS	FINANCE	ACCOUNTS PAYABLE INVOICES - 2001
BASEMENT - #2	SKIDS	FINANCE	ACCOUNTS PAYABLE INVOICES - 2000
BASEMENT - #2	SKIDS	FINANCE	PURCHASE JOURNAL - 2000

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED
Applicant

- AND -

BETA LIMITEE/BETA BRANDS LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

PROCEEDING COMMENCED AT TORONTO

FIFTH REPORT OF MINTZ & PARTNERS
(APRIL 4, 2007)

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Solicitors for Mintz & Partners Limited in its capacity as
Interim Receiver and Receiver of Beta Limitee/Beta
Brands Limited

B E T W E E N:

TEXTRON FINANCIAL CANADA LIMITED
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- AND

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MOTION RECORD

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