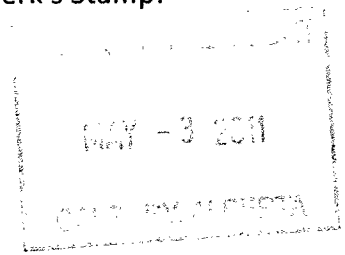


I hereby certify this to be a true copy of
the original ORDER
Dated this 3 day of MAY, 2011
Brian W. Summers
for Clerk of the Court

Form 27
[Rules 6.3 and 10.52(1)]

Clerk's Stamp:



COURT FILE NUMBER 1101-01375
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF GE CANADA EQUIPMENT FINANCING G.P.
DEFENDANTS CARPE DIEM HOSPITALITY INC., BLUE INC., FELIX FEMINA RESTAURANTS INC., ATHASANDS RESTAURANTS INC., ANDREWE PARKER AND CONNIE M. PARKER
DOCUMENT **ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Brian W. Summers
Fraser Milner Casgrain LLP
2900 Manulife Place
10180 – 101 Street
Edmonton, Alberta T5J 3V5
Email: brian.summers@fmc-law.com
Ph. (780) 423-7312 Fx. (780) 423-7276
File No.: 174886-34/BWS

DATE ON WHICH ORDER WAS PRONOUNCED: Tuesday, May 3, 2011 at Calgary, Alberta

NAMES OF MASTER/JUDGE WHO MADE THIS ORDER: The Honourable Mister Justice T. F. McMahon

ORDER

UPON the application of PricewaterhouseCoopers Inc., Receiver and Manager of Blue Inc. ("Blue") and Athasand Restaurants Inc. ("Athasand") (the "Receiver");

AND UPON counsel for the Receiver making reference to the Receiver's First Report, filed;

AND UPON counsel making available to this Honourable Court the "Bid Summary", unfiled;

AND UPON reviewing the Affidavit of Service of Tara Greenway, filed;

AND UPON hearing from counsel for the Receiver, counsel for the Plaintiff and counsel for the franchisor Moxie's Restaurants, Limited Partnership;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this Application and the Receiver's First Report, as described in the Affidavit of Service, filed is hereby approved and validated and deemed good, timely and sufficient.
2. Capitalized terms in this Order which have not otherwise been defined in this Order shall have the same meaning as they are given in the Receiver's First Report and Asset Purchase Agreement ("APA") attached as Exhibit 4 to the Receiver's First Report.

APPROVAL OF THE SALE AND VESTING OF TITLE TO THE ASSETS IN THE PURCHASERS

3. The Sale of the Athasand Assets to Crazy Joe Davola Enterprises Inc ("Crazy Joe") and the Blue Assets to Poppi's Restaurant Inc. ("Poppi's") from the Receiver under and pursuant to the APA and the Nomination and Assumption Agreement ("Assumption Agreement") is hereby authorized, approved, ratified and confirmed by this Honourable Court. (Crazy Joe and Poppi's will hereinafter be called "Purchasers").
4. The Receiver, is hereby authorized and given directions by this Honourable Court to complete the Sale in accordance with the APA and Assumption Agreement (subject to such amendments as the Receiver and the Purchasers may agree upon, provided that such amendments do not materially or adversely affect the Purchase Price) and to execute documents and perform such acts as may reasonably be required in order to close the Sale in accordance with the APA and Assumption Agreement.
5. The Closing Date for the Sale shall be Wednesday, May 4, 2011 or such other date as may be agreed between the Receiver and the Purchasers.
6. The Receiver shall be and is hereby authorized, upon the closing of the Sale, to effect such discharges or revisions in the Personal Property Registry of Alberta as may be reasonably required to conclude the Sale.
7. Forthwith upon the Receiver determining that the Sale has closed to the satisfaction of the Receiver and on terms substantially as approved by this Honourable Court in this Order, the Receiver shall file with this Honourable Court, and shall serve upon each party on the Service List for these proceedings, a certificate to that effect (the "Receiver's Confirmation of Closing Certificate"), whereupon:

- (a) Title to the Athasand Assets shall vest in Crazy Joe free and clear of all security interests (registered or unregistered) or other charges, mortgages, liens, interests which are asserted against Athasand, the Receiver and/or the Athasand Assets; and
- (b) Title to the Blue Assets shall vest in Poppi's free and clear of all security interests (registered or unregistered) or other charges, mortgages, liens, interests which are asserted against Blue, the Receiver and/or the Blue Assets.

NON FILING OF BID SUMMARY

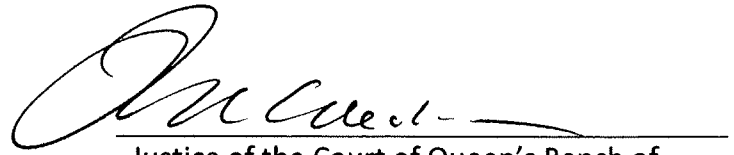
8. This Honourable Court hereby directs that the Receiver is relieved from filing the Bid Summary with the Clerk of this Honourable Court until such time as the Sale has closed. Thereupon, the Receiver shall file the Bid Summary with this Honourable Court.

EMPLOYEES

9. The Receiver is authorized to terminate the employment of the employees of Athasand and Blue effective the Closing Date or such other date selected by the Receiver and the Receiver shall have no liability for such termination, including without limitation any liability in respect of or obligations to comply with the Temporary Foreign Worker Program.
10. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Records Act*, S.C. 2000, c. 5, the Receiver may disclose to the Purchasers and to their advisors all human resources and payroll information in the records of Athasand and Blue, as applicable, pertaining to their respective past and current employees, including personal information of such identifiable employees. The Purchasers shall maintain and protect the privacy of such information and shall be entitled to continue to use such information in a manner which is in all material respects identical to the prior use of such information by Athasand and Blue, as applicable, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

DISTRIBUTION OF SALE PROCEEDS

11. The Receiver is hereby authorized to pay from the net proceeds of Sale the following:
- (a) Any and all claims that the Receiver determines has priority over the Plaintiff; and
 - (b) An interim distribution from the sale of the Athasand Assets to the Plaintiff up to the amount of \$2,000,000.00, subject to adjustment for any necessary reserves or holdbacks for outstanding and potential claims, which the Receiver in its discretion determines are appropriate.

A handwritten signature in black ink, appearing to read "M. West", written over a horizontal line.

Justice of the Court of Queen's Bench of
Alberta