

Court File No. CV-10-8991-00CL

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

THE HONOURABLE MR.) THURSDAY, THE 10th DAY
)
JUSTICE MORAWETZ) OF FEBRUARY, 2011

**IN THE MATTER OF THE RECEIVERSHIP OF 2110458 ONTARIO
LIMITED o/a LORETTA FLOUR, 2131413 ONTARIO LIMITED o/a
LORETTA FOODS, 787755 ONTARIO LIMITED o/a NEW DURHAM
TRADING, and o/a NDT FOOD SERVICE and o/a SKYWAY
WHOLESALE and TARBRAC HOLDINGS INC.**

**IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, as amended, and SECTION 101 OF
THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C. 43, as amended**

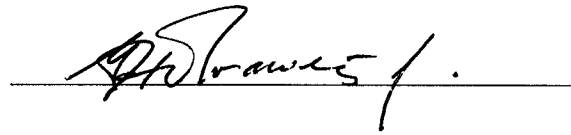
ORDER

THIS MOTION, made *in camera* by Ernst & Young Inc., in its capacity as receiver and receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2110458 Ontario Limited o/a Loretta Flour (“**211**”), 2131413 Ontario Limited o/a Loretta Foods (“**213**”), 787755 Ontario Limited o/a New Durham Trading, NDT Food Service and Skyway Wholesale (“**787**”) and Tarbrac Holdings Inc. (“**Tarbrac**”, and, together with 211, 213 and 787, the “**Debtors**”) was heard at 330 University Avenue, Toronto, Ontario.

ON ORDERING that this motion be held *in camera*, and **ON READING** the Notice of Motion dated 4 February 2011, filed, and the First Confidential Report of the Receiver dated 4 February 2011, filed, and the Order of Justice Wilton-Siegel dated 26 November 2010 (the “**Receivership Order**”) and **ON HEARING** the submissions of counsel for the Receiver,

1. **THIS COURT ORDERS** that service of the Notice of Motion and the Motion Record is hereby dispensed with so that this Motion is returnable today;
2. **THIS COURT ORDERS** that the Receiver is hereby authorized to grant Bank of Montreal (“**BMO**”) and Signature Bank (“**Signature**”), and their respective legal and financial advisors, access to, and to permit BMO and Signature, and their respective legal and financial advisors to make, retain and take away copies of, the books, records, documents and other information of the Debtors’ in the possession or control of the Receiver (the “**Information**”), at their own cost and expense, including the fees and expenses incurred by the Receiver in connection therewith, and the Receiver may, acting reasonably, request that BMO and/or Signature provide a retainer for the payment of the Receiver’s fees and expenses in connection therewith;
3. **THIS COURT ORDERS** that BMO, Signature, and their respective legal and financial advisors are hereby restrained and enjoined from disclosing to any person the terms of this Order or any of the Information except during the course of litigation; and nothing in this paragraph precludes the Receiver, BMO or Signature from moving, on notice to each of the Receiver, BMO and Signature, to vary this Order to permit disclosure to third parties;
4. **THIS COURT ORDERS** that in the event that BMO or Signature obtains an order of the court through the use of any of the Information, they shall forthwith advise the Receiver, on a confidential basis, unless and until any action commenced is made public;
5. **THIS COURT ORDERS** that in the event that BMO or Signature commence public proceedings related to the Debtors, they shall forthwith advise the Receiver and provide the Receiver with a copy of any originating process;
6. **THIS COURT ORDERS** that BMO and Signature are at liberty to commence proceedings against any of the Debtors provided that no such proceeding and no order made in any such proceeding shall affect the authority of the Receiver to deal with the Property (as defined in the Receivership Order) or any other order made in the receivership proceeding, and in no event shall the Receiver be obliged to defend the proceedings nor shall the Receiver be subject to production or discovery;

7. **THIS COURT ORDERS** that the First Confidential Report of the Receiver and all motion materials relating thereto and any Order or endorsement made by the Court in connection therewith (collectively, the "**Motion Materials**") be sealed from the date of this Order, and treated as confidential, and shall be secured by the Registrar, and the public shall not be granted access to the Motion Materials without an order of the Court;
8. **THIS COURT ORDERS** that nothing in this Order affects the right of the Receiver to seek advice and directions from the Court.

A handwritten signature in black ink, appearing to read "J. H. Brown", is written over a horizontal line.

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

FEB 10 2011

PER / PAR:

A handwritten signature in black ink, possibly reading "J", is written next to the "PER / PAR:" label.

IN THE MATTER OF THE RECEIVERSHIP OF 2110458 ONTARIO LIMITED o/a LORETTA FLOUR,
2131413 ONTARIO LIMITED o/a LORETTA FOODS, 787755 ONTARIO LIMITED o/a NEW DURHAM
TRADING, and o/a NDT FOOD SERVICE and o/a SKYWAY WHOLESALE and TARBRAC HOLDINGS INC.

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ONTARIO
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(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3Y4

Tel.: 416.367-6000

Fax: 416.367-6749

Michael MacNaughton - LSUC No. 25889U

Mary Arzoumanidis - LSUC No. 53915V

Harriet Greenwood - LSUC No. 58915H

Lawyers for Ernst & Young Inc., in its capacity as
Receiver of 2110458 Ontario Limited o/a Loretta Flour,
2131413 Ontario Limited o/a Loretta Foods, 787755
Ontario Limited o/a New Durham Trading, and o/a NDT
Food Service and o/a Skyway Wholesale and Tarbrac
Holdings Inc.

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