

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

BANK OF AMERICA, N.A.

Applicant

- AND -

ROYAL DOULTON CANADA LIMITED and
WATERFORD WEDGWOOD CANADA INC.

Respondents

**FIRST REPORT OF DELOITTE & TOUCHE INC.
IN ITS CAPACITY AS INTERIM RECEIVER AND RECEIVER OF
ROYAL DOULTON CANADA LIMITED and WATERFORD WEDGWOOD CANADA INC.**

May 12, 2009

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I. INTRODUCTION

1. On March 26, 2009, Bank of America, N.A. (“BOA”) made a motion for an Order pursuant to section 47(1) of the *Bankruptcy and Insolvency Act* (the “BIA”) and section 101 of the *Courts of Justice Act* seeking the appointment of an interim receiver and receiver of all the assets, undertakings and properties of Waterford Wedgwood Canada Inc. (“WWCI”) and Royal Doulton Canada Limited (“RDCL”) (collectively, the “Respondents”). By Order of the Honourable Mr. Justice Lederman dated March 26, 2009 (the “Receivership Order”), Deloitte & Touche Inc. (“Deloitte”) was appointed as interim receiver and receiver (jointly, the “Receiver”) without security, of all the assets, undertakings and properties of the Respondents. Attached hereto as Exhibit “A” is a copy of the Receivership Order.
2. This report is the Receiver’s first report to the Court (the “First Report”). Deloitte previously filed a preliminary report with the Court on March 26, 2009 in its capacity as proposed interim receiver and receiver (the “Preliminary Report”). A copy of the Preliminary Report, without exhibits, is attached as Exhibit “B”. The Preliminary Report was served on all secured creditors of RDCL and WWCI prior to the receivership motion.
3. In order to keep WWCI and RDCL’s creditors and all other stakeholders informed, the Receiver has established a website, www.deloitte.com/ca/waterfordwedgwood (the “Receivership Website”), where it has posted all Court documents, Orders, and general information on the receivership. The Receiver has also established an email address and a telephone number on its website in order to respond to any inquiries with regard to the WWCI and RDCL receivership proceedings.

II. QUALIFICATIONS

4. In preparing this First Report, the Receiver has relied upon unaudited financial information, RDCL and WWCI’s books and records, the financial information prepared by RDCL and WWCI, and discussions with management of RDCL and WWCI. Deloitte has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, the Receiver expresses no opinion or other form of assurance on the information contained in this First Report.

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5. Certain of the information referred to in this First Report consists of forecasts and/or projections, as outlined in the Canadian Institute of Chartered Accountants Handbook, has not been performed. Future oriented financial information referred to in this First Report was prepared by RDCL and WWCI based on management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, and even if the assumptions materialize, the variations could be significant.
 6. Unless otherwise noted, all dollar amounts contained in this report are expressed in Canadian dollars.

III. PURPOSE OF REPORT

7. The purpose of the First Report is to:
 - a) Report on the activities of the Receiver since its appointment on March 26, 2009; and
 - b) Recommend that this Honourable Court grant an Order:
 - (i) approving an interim distribution of certain of the funds held by the Receiver to the Respondents' first ranking secured creditor, BOA, acting as senior lender and agent and security trustee for a syndicate of senior lenders;
 - (ii) approving the fees and disbursements of the Receiver and its legal counsel, Bennett Jones LLP ("Bennett Jones") from February 26, 2009 until May 12, 2009 (which have already been paid to Bennett Jones by the Receiver); and Osler, Hoskin & Harcourt LLP ("Osler"), from the commencement of the receivership through to May 12, 2009;
 - (iii) approving this First Report and the activities of the Receiver as set out herein.

IV. BACKGROUND

8. WWCI and RDCL are both Canadian subsidiaries of Waterford Wedgwood plc (“Waterford Wedgwood”), an Irish listed company that designs, manufactures and distributes table, crystal and silverware products under four primary brands: Waterford Crystal, Wedgwood, Rosenthal and Royal Doulton.
9. While globally the Waterford Wedgwood business involves the design and manufacture of crystal, ceramics and tableware, neither WWCI nor RDCL were involved in those aspects of the business in Canada.
10. WWCI was solely a sales and distribution entity that sold branded products to the Canadian marketplace, on a wholesale basis, through selected department and specialty store groups. WWCI operated out of a leased office and warehouse location in Richmond Hill, Ontario, and did not have any retail operations.
11. RDCL was primarily a wholesaler and retailer of Royal Doulton branded products in Canada. RDCL sold its products on a wholesale basis, through selected department and specialty store groups, and on a retail basis through its retail and outlet store locations, as well as directly to consumers via the internet.
12. RDCL operated fourteen retail stores in five provinces (Ontario, Alberta, British Columbia, New Brunswick and Nova Scotia) and maintained head office and warehouse locations in Toronto and Pickering, respectively. RDCL operated out of leased premises in all locations.
13. Pursuant to the terms of a credit facility agreement dated December 10, 2005 (the “Waterford Wedgwood Facility”), WWCI and RDCL granted continuing unlimited guarantees of all the indebtedness of Waterford Wedgwood and certain other borrowers (the “Guarantee”) to a syndicate of lenders (collectively, the “Senior Lenders”).
14. BOA acts as agent (“Agent”) and is the security trustee (“Security Trustee”) for the Senior Lenders. As such, BOA holds comprehensive general security over the machinery, equipment, stock, receivables, bank accounts, shares in subsidiaries and all other assets of WWCI and RDCL. As set out elsewhere in the First Report, the security is validly perfected.

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15. The Waterford Wedgwood Facility was breached in December, 2008 when Waterford Wedgwood defaulted on a payment to The Bank of New York, London. WWCI and RDCL had guaranteed the obligations of Waterford Wedgwood and were each respectively liable under the Guarantee, jointly and severally, as primary obligor.
 16. On January 5, 2009, ten of Waterford Wedgwood's subsidiaries registered in England & Wales (the "UK Administration Companies") entered administration with Angus Martin, Neville Khan, Nicholas Dargan and Dominic Wong (all of Deloitte LLP in the UK) being appointed as joint Administrators (the "UK Administrators"). Also on January 5, 2009, David Carson, of Deloitte & Touche in Ireland was appointed as receiver (the "Irish Receiver") of Waterford Wedgwood and three of its Irish subsidiaries (the "Irish Receivership Companies").
 17. Upon their appointment, the UK Administrators engaged J.P. Morgan Cazenove ("JPM Cazenove") to assist in the marketing of the Waterford Wedgwood group of companies on a global basis. During this process, JPM Cazenove contacted a number of potential strategic trade investors globally, focusing on the UK and Europe, with a particular focus on worldwide strategic trade buyers.
 18. Pursuant to a Share and Business Sale Agreement dated March 26, 2009 (the "UK/Irish Sale Agreement") between the UK Administrators, the Irish Receiver and a Gibraltar company associated with KPS Capital Partners, LP ("KPS"), which was created for the purpose of the acquisition, most of the assets of the UK Administration Companies and the Irish Receivership Companies were agreed to be sold subject to the fulfillment of various conditions. The UK/Irish Sale Agreement provided that, as a condition precedent of the global transaction, there must be a sale of substantially all of the assets of WWCI and RDCL for proceeds of €9,010,999 (the "Canadian Transaction").
 19. Pursuant to the Receivership Order, the Receiver did not take possession of WWCI's or RDCL's property or assets, nor did the Receiver operate the businesses in any manner. The Receivership Order authorized and directed the Receiver to enter into an Agreement of Purchase and Sale (the "Sale Agreement") selling substantially all of WWCI's and RDCL's assets and transferring certain specified liabilities to WWRD Canada Inc. (the "Purchaser"), a wholly owned subsidiary of KPS.

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20. Pursuant to the Receivership Order, the Receiver entered into the Sale Agreement. On March 27, 2009, the Honourable Justice Lederman approved the Sale Agreement pursuant to the Approval and Vesting Order. Attached hereto as Exhibit "C" is a copy of the Approval and Vesting Order. Also on March 27, 2009, pursuant to the Approval and Vesting Order, the Receiver assigned RDCL and WWCI into bankruptcy. Further information on the RDCL and WWCI bankruptcies is included below.
21. Pursuant to the Sale Agreement, the Court ordered that an interim transition agreement ("Interim Transition Agreement") between the Receiver, the Purchaser and the Respondents, dated March 27, 2009 be approved. The Interim Transition Agreement grants the Purchaser a license to occupy the leased premises for the purpose of carrying on the business and/or removing the purchased assets for a period (the "Access Period") commencing on March 27, 2009 and ending in respect of any leased premises on the earlier of: (i) 90 days from March 27, 2009; and (ii) the time the Interim Transition Agreement is otherwise terminated in respect of the applicable leased premises pursuant to the terms of the Interim Transition Agreement, or the time at which the lease in respect of such leased premises is otherwise disclaimed or surrendered. In addition, under the Interim Transition Agreement the Purchaser may request that the Receiver disclaim a Lease prior to the date that is 90 days from March 27, 2009 in which event the Receiver shall disclaim the lease in accordance with the provisions of the Receivership Order.
22. The Receiver is in receipt of all of the funds received pursuant to the Sale Agreement with the intention of paying all priority claims, professional fees, and distributing the balance to BOA as Agent for the Senior Lenders.
23. The Receiver has obtained independent legal opinions on BOA's security, as Security Trustee for the Senior Lenders and the note-holders. The law firms of Bennett Jones for Ontario and Alberta (independent counsel to the Receiver), McInnes Cooper for Nova Scotia and New Brunswick (on the instructions of Bennett Jones), and Bull, Housser & Tupper LLP for British Columbia (on the instructions of Bennett Jones) have given an opinion that the security interests of BOA, as Security Trustee for the Senior Lenders, on the assets of RDCL and WWCI are valid and enforceable and have been properly perfected in Ontario, Alberta, Nova Scotia, New Brunswick and British Columbia with respect to RDCL and in Ontario with

respect to WWCI, subject to standard assumptions, qualifications and limitations (the “Security Opinion”).

24. A detailed discussion on the background of the business, debt structure and estimated realization to BOA, as Security Trustee for the Senior Lenders, security position of BOA, causes of insolvency, asset realization and projected distribution, and the marketing and sale process undertaken with respect to the sale of Waterford Wedgwood and the Sale Agreement is contained in the Preliminary Report.

V. RECEIVER’S ACTIVITIES TO DATE

25. Following its appointment on March 26, 2009, the Receiver’s activities have included:

- a) Filing the Receiver’s Certificate;
- b) Executing the Sale Agreement and completing the transaction to convey the purchased assets to the Purchaser pursuant to the Approval and Vesting Order;
- c) Taking possession and control of certain of the Excluded Assets, as defined in the Sale Agreement including cash, bank balances, moneys in possession of banks and other depositories;
- d) Entering into the Interim Transition Agreement contemplated by the Sale Agreement and performing the Receiver’s obligations thereunder;
- e) Arranging for the WWCI and RDCL bank accounts to be frozen and immediately opening new bank accounts under the Receiver’s name;
- f) Ensuring appropriate insurance and security arrangements are in place for the estate effective as of the appointment of the Receiver; and
- g) Completing a computer back-up of all of WWCI and RDCL’s electronic records stored at their head offices located at 20 West Beaver Creek Road in Richmond Hill, Ontario and 305 Milner Road in Toronto, Ontario, respectively.

26. On March 27, 2009, pursuant to the Approval and Vesting Order, the Court ordered that the Receiver be authorized and directed to file an assignment in bankruptcy on behalf of each of

WWCI and RDCL for the general benefit of their creditors pursuant to the BIA, and Deloitte was authorized to act as the trustee in bankruptcy (the "Trustee") of WWCI and RDCL.

27. Deloitte filed the assignment in bankruptcy on behalf of each of WWCI and RDCL on March 27, 2009. At that time, the Interim Transition Agreement was replaced by a transition agreement between the Trustee and the Purchaser (the "Trustee Transition Agreement"). The terms of the Trustee Transition Agreement are substantially similar to those of the Interim Transition Agreement except that the Trustee effectively assumes the role of the Receiver under the agreement.
28. Since the bankruptcies, the Trustee has, among other activities, sent statutory notices and creditor packages to all known creditors of WWCI and RDCL, held a first meeting of creditors and first meeting of inspectors for both estates on April 17, 2009, and performed its duties under the Trustee Transition Agreement.

VI. STATUS OF RECEIVERSHIP

Receivership Accounts

29. The estates of WWCI and RDCL realized gross proceeds of €9,010,999 under the Sale Agreement. These proceeds were placed into a Euro denominated trust account ("Euro Funds Account") that is administered by the Receiver.
30. In addition to the Euro Funds Account, the Receiver also maintains and administers two additional trust accounts (all amounts in Canadian dollars):
- (i) a trust account funded by the Purchaser for the sole purpose of paying rent, expenses and occupation costs ("Trust Account") relating to the premises which the Receiver is obligated to pay pursuant to the terms of the leases (in accordance with the Interim Transition Agreement and the Trustee Transition Agreement); and
 - (ii) a trust account which captured the opening cash balances as at the date of the receivership of WWCI and RDCL, as well as subsequent cash collections (the "General Funds Account").

Copies of the Statements of Receipts and Disbursements for the period March 27, 2009 to May 8, 2009, which detail all receipts and disbursements for the Euro Funds Account, the Trust Account and the General Funds Account are attached as Exhibits "D" and "E".

31. As of the date of this First Report, the balance of the Trust Account is \$279,703. The Receiver has made \$408,020 and \$61,830 disbursements from the Trust Account to the Trustee for RDCL and for WWCI respectively, to pay rent, expenses and occupation costs (collectively the "Occupation Costs") for the months of April and May, 2009.
32. The opening cash balance of the General Funds Account at the date of the WWCI and RDCL receivership was \$1,335,473. Since the receivership, the Receiver has collected the following cash receipts and deposited them to the General Funds Account:
- a) \$12,362 in petty cash;
 - b) \$773, 183 in accounts receivable;
 - c) \$45,818 in miscellaneous refunds consisting of an RST overpayment and various courier refunds; and
 - d) \$40,870 in GST collected from the Purchaser pursuant to the Sale Agreement.
33. Since the receivership, the Receiver has made the following disbursements from the General Funds Account:
- a) \$1,389 for bank charges;
 - b) \$752,495 to the Purchaser for accounts receivable collected and due to the Purchaser pursuant to the Sale Agreement;¹
 - c) \$38,062 (including GST) to Bennett Jones for its security opinion with regard to BOA as Security Trustee;
 - d) \$1,990 to the Trustee for fees related to the costs of filing the RDCL bankruptcy;
 - e) \$1,880 to the Trustee for fees related to the costs of filing the WWCI bankruptcy;

¹ Under Sale Agreement, all amounts on behalf of accounts receivable received by the estates of RDCL and WWCI must be distributed to the Purchaser. The discrepancy in the Statement of Receipts and Disbursements between the amounts received and disbursed with regard to accounts receivable reflects additional amounts having been received by the Receiver following the last transfer to the Purchaser which was made on April 24, 2009.

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- f) \$1,499 to payroll service provider (ADP) for generation of employee T4s and records of employment;
 - g) \$140 for fees related to the costs of filing the RDCL and WWCI receiverships; and
 - h) \$75 for GST.

As of the date of this First Report, the balance of the General Funds Account is \$1,410,174.

Potential Claims in the Receivership

34. As reported in the Preliminary Report, notwithstanding the global transaction and the proceeds from the Sale Agreement, the Senior Lenders suffered a significant shortfall on the realization of the assets of RDCL and WWCI (the "Shortfall"). Due to the Shortfall, the Receiver does not anticipate that at final distribution there will be any funds remaining in the estates of WWCI and RDCL to make distributions to any creditors after BOA as agent for the Senior Lenders or for priority claims.

A. Employee Claims

35. Under the Sale Agreement and as reported in paragraph 67 of the Preliminary Report, the Purchaser made offers to all of the employees of WWCI and RDCL, except eight, whose employment was terminated as a result (the "Terminated Employees"). All but four of the employees who received offers of employment accepted them and signed corresponding employment letters from the Purchaser.
36. WWCI and RDCL paid all employee accrued wages, incentive compensation and vacation pay up to and including the date of the receivership (March 26, 2009), and the Purchaser is liable for all costs, obligations and liabilities of the Transferred Employees from the date of the sale onwards (March 27, 2009). Severance and termination claims for the Terminated Employees will be administered by way of the *Wage Earner Protection Program Act* ("WEPPA").
37. The Receiver therefore does not anticipate that there will be any employee claims made against RDCL and WWCI that will rank in priority to BOA's security interest.

B. Landlord Claims

38. The Receiver does not anticipate any claims by landlords for arrears of rent preceding the receivership and bankruptcy of WWCI and RDCL, because WWCI and RDCL paid rent to their landlords in advance of, or at the beginning of each month.
39. At the time of the receivership, on the closing of the Sale Agreement and under the Interim Transition Agreement, the Purchaser paid to the Receiver the Occupation Costs for all of the twelve leases of RDCL and WWCI. The Receiver holds these funds in the Trust Account and, under the terms of the Interim Transition Agreement and the Trust Transition Agreement, pays them to the Trustee who pays them to the relevant landlords in respect of their Occupation Costs. As of the date of this First Report, and as discussed above, the Trustee has made all Occupation Costs payments to all relevant landlords from the Trust Account for April and May, 2009 pursuant to the Trust Transition Agreement.
40. The terms of the Trustee Transition Agreement continue to apply to each lease until the Purchaser has obtained a consent from the landlord assigning that lease. Once a lease has been assigned to the Purchaser, the Trustee must return a pro rata amount of the Occupation Costs paid to the Receiver by the Purchaser for that particular lease. As of the date of this First Report, the landlords, Trustee and the Purchaser have agreed upon all of the terms for nine of the twelve consents to lease assignments, and the landlords and the Trustee have fully executed those nine consents, which are currently in the process of being signed by the Purchaser. Discussions between the landlords, the Trustee and the Purchaser with regard to consents for the three remaining lease assignments are well underway.
41. While the Purchaser has not assumed certain leases under the Sale Agreement (the "Discontinued Leases"), as of the date of this First Report, the Purchaser has not requested that the Receiver disclaim any of the leases. All of the landlords of the Discontinued Leases have been served in this proceeding with Motion Records containing the Sale Agreement and the Preliminary Report of the Trustee addressing Discontinued Leases.
42. One of the Discontinued Leases under the Sale Agreement is that of the RDCL retail location at the Niagara Fallsview Casino Resort (the "Fallsview Premises"). The landlord of the Fallsview Premises is the Fallsview Management Group L.P. ("Fallsview"). As of the date of this First Report, the Purchaser continues to occupy the Fallsview Premises, and the lease has not yet

been disclaimed. As indicated in paragraph 63(o) of the Preliminary Report, pursuant to the Approval and Vesting Order, the Purchaser assumed all personal property equipment leases (or returned those assets to the applicable lessors) and vested out BOA and all “general security” in the purchased assets including liens in favour of Fallsview. The liens in favour of Falls Management relate to assets of RDCL on the Fallsview Premises. The Security Opinion notes that, according to the personal property security act registry based on a search with a currency date of March 23, 2009, the registration in Ontario in favour of Fallsview is subsequent in time to the registration in favour of BOA.

43. The Receiver therefore does not anticipate any claims from landlords that would rank in priority to BOA’s security interest in RDCL and WWCI.

C. Government Tax Claims

44. Statements of account for current source deductions (provided to the Respondents by the Canada Revenue Agency) indicate that there are no unpaid source deductions owing to the Canada Revenue Agency (the “CRA”) as of April 20, 2009 and February 18, 2009 for WWCI and RDCL, respectively. The Respondents have not yet been subjected to a CRA audit. The Receiver is in contact with the CRA with regard to same.

D. Potential Priority Claims Identified by the Receiver

45. The Receiver has identified the following claims which, should they arise, may take priority over BOA’s security interest in WWCI and RDCL (the “Potential Priority Claims”):

- a) RDCL has prepared a GST/HST return for the March 1st, 2009 to March 27th, 2009 period which results in a total balance owing of \$21,784. In addition, as a result of a fiscal 2008 transfer pricing adjustment, RDCL made a voluntary disclosure filing to pay the corresponding incremental duty and GST. The amount payable, as determined by RDCL, with respect to duties and GST are \$104,012 and \$313,993 respectively. RDCL issued a cheque to the Canada Border Services Agency (the “CBSA”) for a total of \$418,005 on February 12, 2009. The proof of delivery obtained from the courier indicates that the cheque and related correspondence were sent on March 10, 2009 and arrived at the CBSA location on March 11, 2009. The cheque was not deposited by the CBSA prior to the date of receivership (March 26, 2009) and, since the accounts of

RDCL were frozen on that date, any attempt by the CBSA to deposit the cheque subsequent to March 26, 2009 would be unsuccessful. As a result of the bankruptcy of RDCL, payment of the aforementioned amounts (GST and duties) has yet to be resolved. There are therefore potential GST/HST and incremental duty claims for a total of \$439,789.

- b) Two of RDCL's suppliers, Samaco Trading Limited ("Samaco") and Northdale Trading Limited ("Northdale"), submitted written demands for repossession of goods on April 6, 2009. During RDCL's first meeting of creditors held on April 17, 2009, a representative of these, and other, suppliers (the "Representative") threatened a claim in relation to RDCL's alleged failure to segregate and release 30 day goods to these suppliers. However, all of RDCL's assets, including the goods supplied by Samaco and Northdale, vested in the Purchaser prior to RDCL's assignment into bankruptcy. The Receiver and the Trustee will work with the Representative in an effort to resolve this matter. The creditors who have raised the 30 day goods issue are owed \$8,419 in the aggregate.

VII. PROPOSED INTERIM DISTRIBUTION

Proposed Interim Distribution

46. At this time, the Receiver proposes to distribute €8,000,000 to BOA from the Euro Funds Account in the form of an interim distribution (the "Proposed Interim Distribution"). A €1,011,700 balance will remain in the Euro Funds Account following the Proposed Interim Distribution (the "Remaining Balance"), and the Receiver will hold the Remaining Balance, together with the funds in the General Trust Account (a balance of \$1,410,174), to fund the ongoing administration of the receivership.
47. The Preliminary Report was served upon all registered secured creditors of WWCI and RDCL. As noted above, the total amount of the Potential Priority Claims, if they were to materialize, does not exceed the funds available following the Proposed Interim Distribution. The Remaining Balance together with the funds in the General Funds Account are expected to be sufficient to address:
- a) the Potential Priority Claims; and

b) any and all fees incurred by the Receiver and its counsel for the purposes of administering the WWCI and RDCL estates

while still maintaining a reserve of an excess of \$2,000,000 for additional unanticipated claims should they arise (less any fees).

Future Distributions

48. Given the above, and the fact that due to the Shortfall it is not likely that there will any distribution to unsecured creditors, the Receiver also recommends that it be authorized to make further distributions to BOA net of any funds required for the administration of the receivership, including any claims which may rank in priority to BOA's security, without any further order of this Honourable Court before such distributions are made.

VIII. FEE APPROVAL

49. From the commencement of Deloitte's activities in preparation for the receivership on February 2, 2009 until its appointment as Receiver on March 26, 2009 and through to May 8, 2009, the Receiver's fees and disbursements (including GST) total \$255,192. Included in the Motion Record is the Affidavit of Huey Lee, sworn on May 12, 2009, regarding the fees incurred by Deloitte with respect to the receivership.

50. The Receiver's average hourly rate for this matter is approximately \$417.

51. In the preparation of its security opinion with regard to BOA as Security Trustee between February 26, 2009 and May 12, 2009, the fees and disbursements (including GST) incurred by Bennett Jones total \$38,062. The average hourly rate charged by Bennett Jones with regard to this opinion was approximately \$355.50.

52. In preparing for the receivership of the Respondents and in the course of the receivership between March 12, 2009 and May 12, 2009, the fees and disbursements (including GST) incurred by Osler total \$86,700. Included in the Motion Record is the Affidavit of Gillian Scott, sworn on May 12, 2009, regarding fees and disbursements incurred by Osler with respect to the receivership. The average hourly rate charged by Osler with regard to the receivership was approximately \$533.66.

53. The Receiver has reviewed the aforementioned fees and disbursements of Osler and believes that the fees and disbursements are fair and reasonable and are consistent with the rates of major law firms practicing in the field of insolvency.

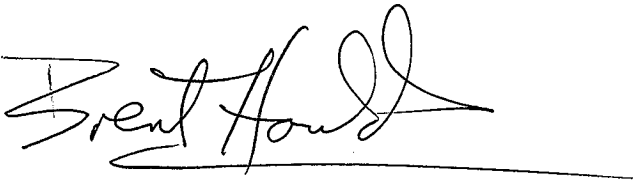
54. BOA consents to the payment of fees and disbursements incurred by the Receiver and Osler in the receivership.

IX. CONCLUSION

55. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court issue an Order granting the relief detailed in the Notice of Motion.

Dated the 12th day of May, 2009.

ALL OF WHICH IS RESPECTFULLY SUBMITTED,

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

Brent Houlden, CA, CPA, MBA
Senior Vice-President

Deloitte & Touche Inc.
In its capacity as Interim Receiver and Receiver of
Waterford Wedgwood Canada Inc. and Royal Doulton Canada Limited
and not in its personal capacity.