

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

THE HONOURABLE MADAM) **FRIDAY, THE 5th DAY**
)
JUSTICE LAX) **OF JANUARY, 2007**

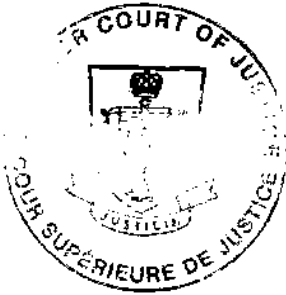
TEXTRON FINANCIAL CANADA LIMITED

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**”) to Bremner Food Group, Inc. (formerly, Bremner, Inc.) (the “**Purchaser**”) and vesting in Bremner all of Beta’s 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 affidavit of Leonard J. Lacagnin sworn December 28, 2006 and the Exhibits thereto and the Reports of Mintz & Partners Limited (the “**Receiver**”) dated December 28, 2006 and January 5, 2007, and on hearing the submissions of counsel for the Applicant, Sun Beta LLC and the Purchaser and counsel to The Bakery, Confectionery, Tobacco and Grain Millers International Union, Local 242G (the “**Union**”).

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: (a) the Asset Purchase Agreement dated December 13, 2006 (the "APA"), as between Beta and the Purchaser and the purchase and sale transaction contemplated therein (the "Transaction"); (b) the Access Agreement in the form attached as Schedule 5.4 to the APA (the "Access Agreement"); and (c) the Escrow Agreement substantially in the form attached as Schedule 3.3 to the APA or any agreeable replacement document thereto (the "Escrow Agreement"), be and the same are hereby approved, and that the Receiver is hereby authorized and directed to take up and complete the Transaction in accordance with the terms and conditions of the APA, the Access Agreement and the Escrow Agreement provided that: (a) the representations contained in Articles 7.1 (subject to the making of this Order), 7.3, 7.4 and 7.5 of the APA apply to the Receiver as if the Receiver was the Vendor (as defined in the APA) and for purposes of those Articles of the APA, term "Vendor" shall mean the Receiver rather than Beta; and (b) the Receiver shall not otherwise be liable for or required to make or provide any of the representations and warranties made or provided by Beta in the APA.

3. **THIS COURT ORDERS** that, subject to paragraph 2, the Access Agreement and the Trademark License Agreement between Beta and Bremner made December 13, 2006 shall be binding on, and enforceable by and against the Receiver as if the Receiver were the "Vendor" or "Licensee" as the case may be and the Receiver is authorized and directed to execute the Access Agreement and a Reserve Agreement between the Receiver and the Purchaser with respect to the US\$200,000 holdback referenced in article 3.3 of the APA both in its capacity as interim receiver and receiver of Beta.

4. **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, and transfer or assign the Acquired Assets (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 or the Purchaser may deem to be reasonably necessary or advisable to sell, convey, transfer or assign the Acquired Assets to the Purchaser as contemplated by the APA or conclude the Transaction as provided for in the APA including, without limitation, a document affirming that the Receiver is bound only by the representations provided for in Articles 7.1 (subject to the making of this Order), 7.3, 7.4 and 7.5 of the APA as if the Receiver were the Vendor (as defined in the APA) and no other representations or warranties made or provided by Beta.

5. **THIS COURT ORDERS** that neither the Applicant nor the Receiver need comply with the notice provisions of Part V of the *Personal Property Security Act* (Ontario) in connection with the Transaction.

6. **THIS COURT ORDERS AND DECLARES** that: (a) upon payment in full of the Purchase Price and the payment for the Finished Product Inventory (each as defined in the APA) in accordance with the APA; (b) all conditions to closing the Transaction having been satisfied or waived; and (c) the filing with the Court by the Purchaser of a signed Certificate substantially in the form appearing at **Schedule "A"** hereto, confirming that the Transaction has closed; the Acquired Assets 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**").

7. **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 Purchased Assets in the Purchaser as contemplated by this Order on notice to the Union.

8. **THIS COURT ORDERS** that the Proceeds shall stand in the place and stead of the Acquired Assets and that all Claims shall attach to the Remaining Proceeds with the same priority as they had with respect to the Purchased Assets.

9. **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 Acquired Assets 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 the Beta.

10. **THIS COURT ORDERS** that, to the extent necessary, this Order is subject to provisional execution.



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

JAN 09 2007

PER/PAR:



Tara Stead
Registrar, Superior Court of Justice

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

Court File No.:06-CL-6820

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

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 December 13, 2006 (the "APA"), as between Beta Limitee/Beta Brands Limited and Bremner Inc. (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 January, 2007

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

TEXTRON FINANCIAL CANADA LIMITED,
Applicant

-and-

BETA LIMITEE/BETA BRANDS LIMITED
Respondent

Court File No. 06-CL-6820

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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Solicitors for the Defendant
F-K-P Tool Manufacturing Limited