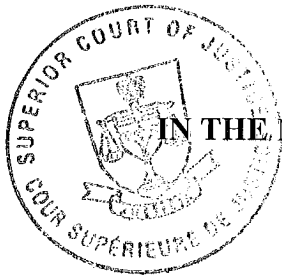


**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MR.)
JUSTICE NEWBOULD)

THURSDAY, THE 11th
DAY OF AUGUST, 2016



IN THE MATTER OF THE BANKRUPTCY OF DANIER LEATHER INC.

**ORDER
(D&O Claims Procedure)**

THIS MOTION made by KSV Kofman Inc. (the "**Trustee**"), in its capacity as Trustee in Bankruptcy of Danier Leather Inc. (the "**Debtor**"), for an order establishing a claims procedure for the identification and determination of certain claims against the former directors and officers of the Debtor was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report of the Trustee dated July 26, 2016, and the appendices thereto, and on hearing the submissions of counsel for the Trustee and counsel for the Directors and Officers (each as defined below), and on being advised that all persons on the service list were served with the materials filed in connection with this motion as appears from the affidavit of service, filed:

SERVICE

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

DEFINITIONS AND INTERPRETATION

2. The following terms shall have the following meanings ascribed thereto:
- (a) "Bankruptcy Proceedings" means the proceedings in the Court under Court File No. 31-2084381;
 - (b) "BIA" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended;
 - (c) "Business Day" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
 - (d) "Claim" means any right or claim of any Person that may be asserted or made in whole or in part against the Debtor, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA;

- (e) "Claimant" means any Person having a D&O Claim and includes the transferee or assignee of a D&O Claim transferred and recognized as a Claimant in accordance with paragraphs 26 and 27 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
- (f) "Claimants' Guide to Completing the D&O Proof of Claim" means the guide to completing the D&O Proof of Claim form, in substantially the form attached as Schedule "E" hereto;
- (g) "Claims Bar Date" means September 12, 2016;
- (h) "Court" means the Ontario Superior Court of Justice (Commercial List);
- (i) "D&O Claim" means (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers that relates to a Claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers, or (ii) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers, in that capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof, is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity from any such Directors or Officers or

otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and any interest accrued thereon or costs payable in respect thereof;

- (j) "D&O Proof of Claim" means the proof of claim in substantially the form attached as Schedule "D" hereto to be completed and filed by a Person setting forth its purported D&O Claim and which shall include all supporting documentation in respect of such purported D&O Claim;
- (k) "D&O Proof of Claim Document Package" means a document package that includes a copy of the Notice to Claimants, the D&O Proof of Claim form, the Claimants' Guide to Completing the D&O Proof of Claim form, and such other materials as the Trustee may consider appropriate or desirable;
- (l) "Directors" means anyone who was, or may be deemed to have been, whether by statute, operation of law or otherwise, a director or *de facto* director of the Debtor;
- (m) "Dispute Notice" means a written notice to the Trustee, in substantially the form attached as Schedule "B" hereto, delivered to the Trustee by a Person who has received a Notice of Revision or Disallowance, of its intention to dispute such Notice of Revision or Disallowance;
- (n) "Filing Date" means March 21, 2016;
- (o) "Government Authority" means a federal, provincial, territorial, municipal or other government or government department, agency or authority (including a court of law) having jurisdiction over the Applicant;
- (p) "Notice of Revision or Disallowance" means a notice, in substantially the form attached as Schedule "A" hereto, advising a Person that the Trustee has revised or disallowed all or part of such Person's purported D&O Claim set out in such Person's D&O Proof of Claim;
- (q) "Notice to Claimants" means the notice to Claimants for publication in substantially the form attached as Schedule "C" hereto;

- (r) "Officers" means anyone who was, or may be deemed to have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Debtor;
- (s) "Person" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Government Authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (t) "Proven Claim" means the amount of a D&O Claim of a Claimant as determined in accordance with this Order;
- (u) "Service List" means the service list in the Bankruptcy Proceedings posted on the Trustee's Website, as amended from time to time; and
- (v) "Trustee's Website" has the meaning set forth in paragraph 12(a) of this Order.

3. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. THIS COURT ORDERS that all references to the word "including" shall mean "including without limitation".

5. THIS COURT ORDERS that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. THIS COURT ORDERS that the Trustee is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where it is satisfied that a D&O Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion

and execution of such forms and to request any further documentation from a Person that the Trustee may require in order to enable it to determine the validity of a D&O Claim.

7. THIS COURT ORDERS that if any purported D&O Claim arose in a currency other than Canadian dollars, then the Person making the purported D&O Claim shall complete its D&O Proof of Claim indicating the amount of the purported D&O Claim in such currency, rather than in Canadian dollars or any other currency. The Trustee shall subsequently calculate the amount of such purported D&O Claim in Canadian Dollars on the Filing Date.

8. THIS COURT ORDERS that a Person making a purported D&O Claim shall complete its D&O Proof of Claim indicating the amount of the purported D&O Claim without including any interest and penalties that would otherwise accrue after the Filing Date.

9. THIS COURT ORDERS that the form and substance of each of the Notice of Revision or Disallowance, Dispute Notice, Notice to Claimants, the D&O Proof of Claim, and the Claimants' Guide to Completing the D&O Proof of Claim, substantially in the forms attached as Schedules "A", "B", "C", "D", and "E", respectively to this Order are hereby approved. Notwithstanding the foregoing, the Trustee may from time to time make minor non-substantive changes to such forms as the Trustee considers necessary or advisable.

TRUSTEE'S ROLE

10. THIS COURT ORDERS that the Trustee, in addition to its prescribed rights, duties, responsibilities and obligations under the BIA, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

11. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Trustee shall have all of the protections given to it by the BIA and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (ii) the Trustee shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, (iii) the Trustee shall be entitled to rely on the books, records and information of the Debtor without independent investigation, and (iv) the Trustee shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

NOTICE TO CLAIMANTS

12. THIS COURT ORDERS that:

- (a) the Trustee shall no later than five (5) Business Days following the making of this Order, post a copy of the Proof of Claim Document Package on its website at <http://ksvadvisory.com/insolvency-cases-2/danier-leather-inc/> (the "**Trustee's Website**");
- (b) the Trustee shall no later than five (5) Business Days following the making of this Order, cause the Notice to Claimants to be published in The Globe and Mail newspaper (National Edition) on one such day;
- (c) the Trustee shall, provided such request is received by the Trustee prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefor, a copy of the Proof of Claim Document Package to any Person requesting such material; and
- (d) the Trustee shall send to any Director or Officer named in a D&O Proof of Claim received by the Claims Bar Date a copy of such D&O Proof of Claim as soon as practicable, with a copy to counsel for the Directors and Officers.

13. THIS COURT ORDERS that, except as otherwise set out in this Order or other orders of the Court, the Trustee is not under any obligation to send notice to any Person holding a D&O Claim, and without limitation, the Trustee shall have not have any obligation to send notice to any Person having a security interest in a D&O Claim (including the holder of a security interest created by way of a pledge or a security interest created by way of an assignment of a D&O Claim), and all Persons shall be bound by any notices published pursuant to paragraphs 12(a) and 12(b) of this Order regardless of whether or not they received actual notice, and any steps taken in respect of any D&O Claim in accordance with this Order.

14. THIS COURT ORDERS that the delivery of a D&O Proof of Claim by the Trustee to a Person shall not constitute an admission by the Trustee of any liability of any Director of Officer to any Person.

CLAIMS BAR DATE

15. THIS COURT ORDERS that D&O Proofs of Claim shall be filed with the Trustee on or before the Claims Bar Date. For the avoidance of doubt, a D&O Proof of Claim must be filed in respect of every D&O Claim, regardless of whether or not a legal proceeding in respect of a D&O Claim has been commenced.

16. THIS COURT ORDERS that any Person that does not file a D&O Proof of Claim as provided for herein such that the D&O Proof of Claim is received by the Trustee on or before the Claims Bar Date (a) shall be and is hereby forever barred from making or enforcing such D&O Claim against any Directors or Officers, and all such D&O Claims shall be forever extinguished; (b) shall be and is hereby forever barred from making or enforcing such D&O Claim as against any other Person who could claim contribution or indemnity from any Directors or Officers; (c) shall not be entitled to receive any distribution in respect of such D&O Claim; and (d) shall not be entitled to any further notice in the BIA Proceedings in respect of such D&O Claim.

D&O PROOFS OF CLAIM

17. THIS COURT ORDERS that each Person shall include any and all D&O Claims it asserts against one or more Directors or Officers in a single D&O Proof of Claim, provided however that where a Person has taken assignment or transfer of a purported D&O Claim after the Filing Date, that Person shall file a separate D&O Proof of Claim for each such assigned or transferred purported D&O Claim.

REVIEW OF PROOFS OF CLAIM

18. THIS COURT ORDERS that the Trustee (in consultation with the Directors and Officers named in the D&O Proof of Claim and their counsel), shall review all D&O Proofs of Claim filed, and at any time:

- (a) may request additional information from a purported Claimant;
- (b) may request that a purported Claimant file a revised D&O Proof of Claim;

- (c) may attempt to resolve and settle any issue arising in a D&O Proof of Claim or in respect of a purported D&O Claim, provided that if a Director or Officer disputes all or any portion of a purported D&O Claim, then the disputed portion of such purported D&O Claim may not be resolved or settled without such Director or Officer's consent or further order of the Court;
- (d) may accept (in whole or in part) the amount of any D&O Claim, provided that if a Director or Officer disputes all or any portion of a purported D&O Claim against such Director or Officer, then the disputed portion of such purported D&O Claim may not be accepted without such Director or Officer's consent or further order of the Court; and
- (e) may by notice in writing revise or disallow (in whole or in part) the amount of any purported D&O Claim.

19. THIS COURT ORDERS that where a D&O Claim has been accepted by the Trustee in accordance with this Order, such D&O Claim shall constitute such Claimant's Proven Claim. The acceptance of any D&O Claim or other determination of same in accordance with this Order, in full or in part, shall not constitute an admission of any fact, thing, liability, or quantum or status of any claim by any Person, save and except in the context of the BIA Proceedings.

20. THIS COURT ORDERS that where a purported D&O Claim is revised or disallowed (in whole or in part), the Trustee shall deliver to the purported Claimant a Notice of Revision or Disallowance, attaching the form of Dispute Notice.

21. THIS COURT ORDERS that where a purported D&O Claim has been revised or disallowed (in whole or in part), the revised or disallowed purported D&O Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the procedures set out in this Order or as otherwise ordered by the Court.

DISPUTE NOTICE

22. THIS COURT ORDERS that a purported Claimant who intends to dispute a Notice of Revision or Disallowance shall file a Dispute Notice with the Trustee as soon as reasonably

possible but in any event such that such Dispute Notice shall be received by the Trustee on the day that is ten (10) Business Days after such purported Claimant is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 30 of this Order. The filing of a Dispute Notice with the Trustee within the period specified in this paragraph shall constitute an application to have the amount of such claim determined as set out in paragraph 25 of this Order.

23. THIS COURT ORDERS that where a purported Claimant that receives a Notice of Revision or Disallowance fails to file a Dispute Notice with the Trustee within the time period provided therefor in this Order, the amount of such purported Claimant's purported D&O Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount, if any, shall constitute such purported Claimant's Proven Claim, and the balance of such purported Claimant's purported D&O Claim shall be forever barred and extinguished.

RESOLUTION OF D&O CLAIMS

24. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice to the Trustee, the Trustee, in accordance with paragraph 18(c), shall attempt to resolve and settle the purported D&O Claim with the purported Claimant.

25. THIS COURT ORDERS that in the event that a dispute raised in a Dispute Notice is not settled within a time period or in a manner satisfactory to the Trustee and the applicable Claimant, the Trustee shall seek a motion to have the dispute resolved by the Court.

NOTICE OF TRANSFEREES

26. THIS COURT ORDERS that Trustee shall not be obligated to send notice to or otherwise deal with a transferee or assignee of a D&O Claim as the Claimant in respect thereof unless and until (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Trustee, and (ii) the Trustee shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for all purposes hereof constitute the "Claimant" in respect of such D&O Claim. Any such transferee or assignee of a D&O Claim, and such D&O Claim shall be bound by all notices given or steps taken in respect of such D&O Claim in accordance with this Order prior to the written acknowledgement by the Trustee of such transfer or assignment.

27. THIS COURT ORDERS that if the holder of a D&O Claim has transferred or assigned the whole of such D&O Claim to more than one Person or part of such D&O Claim to another Person or Persons, such transfer or assignment shall not create a separate D&O Claim and such D&O Claim shall continue to constitute and be dealt with as a single D&O Claim notwithstanding such transfer or assignment, and the Trustee shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to send notice to and to otherwise deal with such D&O Claim only as a whole and then only to and with the Person last holding such D&O Claim in whole as the Claimant in respect of such D&O Claim. Provided that a transfer or assignment of the D&O Claim has taken place in accordance with paragraph 26 of this Order and the Trustee has acknowledged in writing such transfer or assignment, the Person last holding such D&O Claim in whole as the Claimant in respect of such D&O Claim may by notice in writing to the Trustee direct that subsequent dealings in respect of such D&O Claim, but only as a whole, shall be with a specified Person and, in such event, such Claimant, transferee or assignee of the D&O Claim shall be bound by any notices given or steps taken in respect of such D&O Claim by or with respect to such Person in accordance with this Order.

28. THIS COURT ORDERS that the transferee or assignee of any D&O Claim (i) shall take the D&O Claim subject to the rights and obligations of the transferor/assignor of the D&O Claim, and subject to the rights of the Director or Officer against any such transferor or assignor, including any rights of set-off which the Director or Officers had against such transferor or assignor, and (ii) cannot use any transferred or assigned D&O Claim to reduce any amount owing by the transferee or assignee to the Director or Officer, whether by way of set off, application, merger, consolidation or otherwise.

DIRECTIONS

29. THIS COURT ORDERS that the Trustee and any Person (but only to the extent such Person may be affected with respect to the issue on which directions are sought) may, at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the claims process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

30. THIS COURT ORDERS that the Trustee may, unless otherwise specified by this Order, serve and deliver the Proof of Claim Document Package, and any letters, notices or other documents to Claimants, purported Claimants, or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel as appears on the Service List if applicable) at the address as last shown on the records of the Debtor or set out in such Person's D&O Proof of Claim. Any such service or notice by ordinary mail, courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 6:00 p.m. on a Business Day, on such Business Day, and if delivered after 6:00 p.m. or other than on a Business Day, on the following Business Day. Notwithstanding anything to the contrary in this paragraph 30, Notices of Revision or Disallowance shall be sent only by (i) facsimile to a number that has been provided in writing by the purported Claimant, (ii) courier, or (iii) email, provided that the Trustee receives confirmation of receipt from the recipient of the email.

31. THIS COURT ORDERS that any notice or other communication (including D&O Proofs of Claims and Notices of Dispute) to be given under this Order by any Person to the Trustee shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to:

KSV Kofman Inc.
Trustee in bankruptcy of Danier Leather Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

Attention: Noah Goldstein
Telephone: (416) 932-6207
E-mail: ngoldstein@ksvadvisory.com

Any such notice or other communication by a Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day.

32. THIS COURT ORDERS that if during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

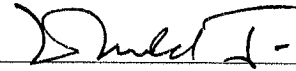
MISCELLANEOUS

33. THIS COURT ORDERS that notwithstanding any other provision of this Order, the solicitation of D&O Proofs of Claim and the filing by a Person of any D&O Proof of Claim shall not, for that reason only, grant any Person any standing in the BIA Proceedings or rights to any distribution thereunder.

34. THIS COURT ORDERS that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other persons under any existing Director and Officers or other insurance policy or prevent or bar any Person from seeking recourse against or payment from any Director's and/or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors and/or Officers or other persons, whether such recourse or payment is sought directly by the Person asserting a D&O Claim from the insurer or derivatively through the Director or Officer; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law.

35. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Trustee 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 Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Trustee in any foreign proceeding, or to assist the Trustee and its agents in carrying out the terms of this Order.



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

AUG 1 1 2016

PER / PAR: 

SCHEDULE "A"

NOTICE OF REVISION OR DISALLOWANCE

**For Persons that have asserted D&O Claims against the Directors or Officers of Danier
Leather Inc.**

Claim Reference Number: _____

TO: _____
(Name of purported claimant)

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Ontario Superior Court of Justice dated August 11, 2016 (the "D&O Claims Procedure Order"). **All dollar values contained herein are in Canadian dollars unless otherwise noted.**

Pursuant to paragraph 20 of the D&O Claims Procedure Order, the Trustee hereby gives you notice that it has reviewed your D&O Proof of Claim and has revised or disallowed all or part of your purported D&O Claim. Subject to further dispute by you in accordance with the D&O Claims Procedure Order, your Proven Claim will be as follows:

	Amount as submitted		Amount allowed by Trustee
	(original currency amount)	(in Canadian dollars)	(in Canadian dollars)
D&O Claim	\$	\$	\$

Reasons for Revision or Disallowance:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is ten (10) Business Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 30 of the D&O Claims Procedure Order), deliver a Dispute Notice to the Trustee by registered mail, courier, personal delivery or electronic or digital transmission to the address below. In accordance with the D&O Claims Procedure Order, notices shall be deemed to be received upon actual receipt thereof by the Trustee during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day. The form of Dispute Notice is enclosed and can also be accessed on the Trustee's website at <http://ksvadvisory.com/insolvency-cases-2/danier-leather-inc/>.

KSV Kofman Inc.
Trustee in bankruptcy of Danier Leather Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

Attention: Noah Goldstein
Telephone: (416) 932-6207
E-mail: ngoldstein@ksvadvisory.com

SCHEDULE "B"

DISPUTE NOTICE

With respect to Danier Leather Inc.

Claim Reference Number: _____

1. **Particulars of Claimant:**

Full Legal Name of claimant (include trade name, if different):

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contract Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2.

Particulars of original Claimant from whom you acquired the D&O Claim:

Have you acquired this purported D&O Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

3.

Dispute of Revision or Disallowance of D&O Claim:

For the purposes of the D&O Claims Procedure Order only, claims in a foreign currency will be converted to Canadian dollars at the exchange rates set out in the D&O Claims Procedure Order.

The Claimant hereby disagrees with the value of its D&O Claim as set out in the Notice of Revision or Disallowance and asserts a D&O Claim as follows:

	Amount allowed by Trustee: (Notice of Revision or Disallowance) (in Canadian dollars)	Amount claimed by Claimant: (in Canadian Dollars)
D&O Claim	\$	\$

REASON(S) FOR THE DISPUTE:

SERVICE OF DISPUTE NOTICES

If you intend to dispute a Notice of Revision or Disallowance, you must, by no later than the date that is ten (10) Business Days after the Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 30 of the D&O Claims Procedure Order), deliver to the Trustee this Dispute Notice by registered mail, courier, personal delivery or electronic or digital transmission to the address below. In accordance with the D&O Claims Procedure Order, notices shall be deemed to be received upon actual receipt thereof by the Trustee during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

KSV Kofman Inc.
Trustee in bankruptcy of Danier Leather Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

Attention: Noah Goldstein
Telephone: (416) 932-6207
E-mail: ngoldstein@ksvadvisory.com

DATED this _____ day of _____, 2016.

Name of Claimant: _____

Witness

Per: _____
Name:
Title:
(please print)

SCHEDULE "C"

**NOTICE TO CLAIMANTS
AGAINST THE DIRECTORS AND OFFICERS OF DANIER LEATHER INC.
(hereinafter referred to as the "Debtor")**

RE: NOTICE OF CLAIMS PROCEDURE

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario made on August 11, 2016 (the "D&O Claims Procedure Order"). Claimants may obtain the D&O Claims Procedure Order and a D&O Proof of Claim Document Package from the website of the Trustee at <http://ksvadvisory.com/insolvency-cases-2/danier-leather-inc/>, or by contacting the Trustee by telephone (416-932-6207).

D&O Proofs of Claim must be submitted to the Trustee for any claim against any former officer or director of the Debtor. Please consult the D&O Proof of Claim Document Package for more details.

Completed Proofs of Claim must be received by the Trustee by 5:00 p.m. (prevailing Eastern Time) on September 12, 2016. It is your responsibility to ensure that the Trustee receives your D&O Proof of Claim by that date.

The D&O Claims Procedure Order only related to claims against the former directors and officers of the Debtor; not claims against the Debtor itself.

D&O CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED at Toronto this • day of •, 2016.

SCHEDULE "D"

**PROOF OF CLAIM AGAINST
DIRECTORS OR OFFICERS OF DANIER LEATHER INC.**

This form is to be used only by Claimants asserting a claim against any former director and/or officers of Danier Leather Inc., and NOT for claims against Danier Leather Inc. itself.

1. Original Claimant Identification (the "Claimant")

Legal Name of Claimant _____ Name of Contact _____

Address _____ Title _____

_____ Phone # _____

_____ Fax # _____

City _____ Prov / State _____ e-mail _____

Postal/Zip code _____

2. Assignee, if D&O Claim has been assigned

Full Legal Name of Assignee _____ Name of Contact _____

Address _____ Phone # _____

_____ Fax # _____

City _____ Prov / State _____ e-mail _____

Postal/Zip code _____

3. Amount of D&O Claim

The Director or Officer was and still is indebted to the Claimant as follows:

I/we have a claim against a Director(s) and/or Officer(s)

Name(s) of Director(s) and/or Officer(s)	Currency	Original Currency Amount	Amount of Claim
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Documentation

Provide all particulars of the D&O Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the D&O Claim.

5. Certification

I hereby certify that:

1. I am the Claimant, or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this D&O Claim.
3. Complete documentation in support of this D&O Claim is attached.

Name _____

Title _____

Dated at _____

this ____ day of _____ 2016

Signature _____

Witness _____

6. Filing of D&O Claim

This D&O Proof of Claim **must be received by the Trustee by no later than 5:00 p.m. (prevailing Eastern Time) on September 12, 2016**, by registered mail, courier, personal delivery or electronic or digital transmission at the following address:

KSV Kofman Inc.
Trustee in bankruptcy of Danier Leather Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

Attention: Noah Goldstein
Telephone: (416) 932-6207
E-mail: ngoldstein@ksvadvisory.com

An electronic version of this form is available at <http://ksvadvisory.com/insolvency-cases-2/danier-leather-inc/>

SCHEDULE "E"

GUIDE TO COMPLETING THE D&O PROOF OF CLAIM FOR CLAIMS AGAINST FORMER DIRECTORS OR OFFICERS OF DANIER LEATHER INC.

This Guide has been prepared to assist Claimants in filling out the D&O Proof of Claim against any Directors or Officers of Danier Leather Inc. (the "Debtor"). If you have any additional questions regarding completion of the D&O Proof of Claim, please consult the Trustee's website at <http://ksvadvisory.com/insolvency-cases-2/danier-leather-inc/> or contact the Trustee, whose contact information is shown below.

The D&O Proof of Claim is to be used only by Claimants asserting a claim against a former director and/or officer of Danier Leather Inc., and NOT for claims against Danier Leather Inc. itself.

Additional copies of the D&O Proof of Claim may be found at the Trustee's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the D&O Claims Procedure Order made on August 11, 2016 (the "D&O Claims Procedure Order"), the terms of the D&O Claims Procedure Order will govern.

SECTION 1 - ORIGINAL CLAIMANT

1. A separate D&O Proof of Claim must be filed by each legal entity or person asserting a claim against any Directors or Officers of the Debtor.
2. The Claimant shall include any and all D&O Claims it asserts in a single D&O Proof of Claim.
3. The full legal name of the Claimant must be provided.
4. If the Claimant operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
5. If the D&O Claim has been assigned or transferred to another party, Section 2 must also be completed.
6. Unless the D&O Claim is assigned or transferred, all future correspondence, notices, etc. regarding the D&O Claim will be directed to the address and contact indicated in this section.

SECTION 2 - ASSIGNEE

7. If the Claimant has assigned or otherwise transferred its D&O Claim, then Section 2 must be completed.
8. The full legal name of the Assignee must be provided.

9. If the Assignee operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.

10. If the Trustee is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the D&O Claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DIRECTOR OR OFFICER

11. Indicate the amount the Director or Officer is claimed to be indebted to the Claimant and provide all other request details.

Currency, Original Currency Amount

12. The amount of the D&O Claim must be provided in the currency in which it arose.

13. Indicate the appropriate currency in the Currency column.

14. If the D&O Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.

15. D&O Claims denominated in a currency other than Canadian dollars will be converted into Canadian dollars in accordance with the D&O Claims Procedure Order.

SECTION 4 - DOCUMENTATION

16. Attach to the claim form all particulars of the D&O Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or breach(es) giving rise to the D&O Claim.

SECTION 5 - CERTIFICATION

17. The person signing the D&O Proof of Claim should:

- (a) be the Claimant, or authorized representative of the Claimant.
- (b) have knowledge of all the circumstances connected with this D&O Claim.
- (c) have a witness to its certification.

18. By signing and submitting the D&O Proof of Claim, the Claimant is asserting the claim against the Directors and Officers identified therein.

SECTION 6 - FILING OF CLAIM

19. The D&O Proof of Claim must be received by the Trustee by no later than 5:00 p.m. (prevailing Eastern Time) on September 12, 2016. D&O Proofs of Claim should be sent by

prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to the following address:

KSV Kofman Inc.
Trustee in bankruptcy of Danier Leather Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

Attention: Noah Goldstein
Telephone: (416) 932-6207
E-mail: ngoldstein@ksvadvisory.com

Failure to file your D&O Proof of Claim so that it is received by the Trustee by 5:00 p.m., on September 12, 2016 will result in your claim being barred and you will be prevented from making or enforcing a D&O Claim against any former directors or officers of the Debtor. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a D&O claimant in these proceedings.

Court File No. 31-2084381

Estate No. 31-2084381

IN THE MATTER OF THE BANKRUPTCY OF DANIER LEATHER INC.

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

**ORDER
(D&O Claims Procedure)**

BENNETT JONES LLP
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Toronto, ON M5X 1A4
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