



**Fifth Report to Court of
KSV Kofman Inc. as
Trustee in Bankruptcy of
Danier Leather Inc.**

November 29, 2017

Contents **Page**

1.0 Introduction..... 1
 1.1 Purposes of this Report..... 2
2.0 Background 2
3.0 Conclusion and Recommendation 4

Appendices

Appendix **Tab**
 Paying Agent Agreement A



ESTATE FILE NO.: 31-2084381

COURT FILE NO.: 31-2084381

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE BANKRUPTCY OF DANIER LEATHER INC.

FIFTH REPORT OF KSV KOFMAN INC. AS TRUSTEE IN BANKRUPTCY OF
DANIER LEATHER INC.

NOVEMBER 29, 2017

1.0 Introduction

1. On February 4, 2016, Danier Leather Inc. (the “Company” or “Danier”) filed a Notice of Intention to Make a Proposal (“NOI”) pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”), and KSV Kofman Inc. (“KSV”) was appointed proposal trustee in the Company’s NOI proceedings (the “Proposal Trustee”).
2. In accordance with an order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) made on February 8, 2016, the Company carried out a sale and investor solicitation process.
3. On March 2, 2016, the Court granted Danier an extension of time to March 23, 2016 to file a proposal with the Official Receiver under Section 62(1) of the BIA.
4. On March 21, 2016, the Company made an assignment in bankruptcy and KSV was appointed as trustee in bankruptcy (the “Trustee”).
5. Pursuant to an Order of the Court made on March 21, 2016, KSV was appointed receiver (the “Receiver”) of the Company’s property, assets and undertaking pursuant to Section 101 of the *Courts of Justice Act*, R.S.O. 190, c. C.43, as amended (the “Receivership Order”).
6. On April 11, 2016, the first meeting of creditors in the Danier bankruptcy was held, at which the appointment of KSV as Trustee was affirmed. In addition, five (5) inspectors were appointed pursuant to Section 116 (1) by the creditors (the “Inspectors”).
7. The NOI, bankruptcy and receivership proceedings are collectively referred to as the “Insolvency Proceedings”.
8. This report (the “Report”) is filed by KSV in its capacity as Trustee.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide a summary of certain background information concerning the Company and the Insolvency Proceedings;
 - b) explain the need for the Trustee to enter into an agreement in form and substance attached as Appendix “A”¹ (the “Paying Agent Agreement”) with Computershare Investor Services Inc. (“Computershare”); and
 - c) recommend that this Court issue an order, *inter alia*:
 - authorizing the Trustee to enter into the Paying Agent Agreement and to perform its obligations thereunder;
 - declaring that the Trustee, Computershare and CDS & Co., the Canadian Depository for Securities (“CDS”), and their respective affiliates, partners, directors, employees, agents and controlling persons, shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person (including any shareholder of the Company) in connection with or as a result of carrying out their obligations pursuant to the Paying Agent Agreement or, in the case of Computershare and CDS, at the direction of the Trustee, except to the extent such losses, claims, damages or liabilities result from the fraudulent act, gross negligence or willful misconduct of the Trustee, Computershare or CDS, as applicable;
 - sealing Schedule “A” to the Paying Agent Agreement from the public record.

2.0 Background

1. The subordinate voting shares of the Company (the “Shares”) were listed on the Toronto Stock Exchange. They were delisted on March 17, 2016.
2. The Receiver has completed the realization process for the Company’s business and assets.
3. The Receiver transferred the net proceeds of realization to the Trustee to fully satisfy all proven claims filed in the bankruptcy, including paying interest on all proven claims at the rate of 5% per annum, as prescribed under Section 143 of the BIA.

¹ As detailed below, it is recommended that Schedule “A” to the Paying Agency Agreement be sealed.

4. There is a surplus (the “Surplus”) available for distribution to the holders of Shares (the “Shareholders”). The Trustee intends to bring a motion (the “Distribution Motion”) to seek the Court’s authorization to allow it to distribute the Surplus to the Shareholders once all costs and liabilities incurred or to be incurred in the Insolvency Proceedings have been paid or satisfied. The Trustee’s Report to be filed in respect of the Distribution Motion will provide a full discussion of the Surplus and the recommended distribution process.
5. In the Trustee’s view, given the public nature of the shareholdings of Danier, it will be more cost and time efficient to disseminate information regarding the Distribution Motion and the distribution of the Surplus and to distribute the Surplus to Shareholders through Computershare, which, together with its affiliates, performs these and similar functions in the normal course. Additionally, Computershare’s affiliate was the Company’s former transfer agent and registrar. Pursuant to the Paying Agent Agreement, Computershare will disseminate such information and distribute the Surplus to registered Shareholders, including CDS², and will also coordinate with CDS the dissemination of such information and distribution of the Surplus to beneficial Shareholders who are holding their Shares through CDS. The alternative is to have the Trustee and counsel perform these functions, which will be more costly and cumbersome than if performed by Computershare.
6. The Inspectors have authorized the Trustee to enter into the Paying Agent Agreement with Computershare.
7. Before Computershare may provide any services to the Trustee under the Paying Agent Agreement (including providing notice to the Shareholders of the proposed Distribution Motion and the distribution of the Surplus (the “Notice”)), it requires the Trustee to enter into the Paying Agent Agreement and to obtain an order from the Court declaring that Computershare will have no liability in connection with or as a result of carrying out its obligations under the Paying Agent Agreement or at the direction of the Trustee, except for its fraudulent acts, gross negligence or wilful misconduct. Ordinarily, Computershare would require an indemnification provision as part of the Paying Agent Agreement and would not agree to perform such services without an indemnity. As the Trustee is not prepared to provide an indemnification, Computershare will only provide the services if such liability protection is provided by way of the court order described herein. The Trustee is seeking to extend the relief limiting liability to CDS as well because, based on the past experience of the Trustee and its counsel, the Trustee understands that CDS may require such liability protection when distributing information and making distributions to Shareholders out of the ordinary course.

² CDS is a depository for securities; it is the registered shareholder in respect of a significant number of the Shares.

8. The Trustee intends to have the Notice issued by Computershare following the hearing of this motion. Accordingly, the Trustee is requesting that the Court issue an order authorizing it to enter into the Paying Agent Agreement at this time.
9. Computershare requires that Schedule "A" be sealed on a confidential basis to prevent public disclosure of the fees it charges for these services. The Trustee believes that it is appropriate to seal this information as it is proprietary and confidential to Computershare's business and this information is not a material cost in these proceedings.
10. If the entering into of the Paying Agent Agreement is authorized as requested, the only step to be taken thereunder in advance of the Distribution Motion will be to have Computershare disseminate information to the Shareholders (directly to registered Shareholders and indirectly through CDS to beneficial Shareholders), including the Notice. The Notice will specifically note that the distribution of the Surplus is subject to further order of the Court.

3.0 Conclusion and Recommendation

1. The Trustee recommends that the Court make an order in the form attached to its motion record, *inter alia*:
 - authorizing the Trustee to enter into the Paying Agent Agreement with Computershare and to perform its obligations thereunder;
 - declaring that the Trustee, Computershare and CDS & Co., the Canadian Depository for Securities ("CDS"), and their respective affiliates, partners, directors, employees, agents and controlling persons, shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person (including any shareholder of the Company) in connection with or as a result of carrying out their obligations pursuant to the Paying Agent Agreement or, in the case of Computershare and CDS, at the direction of the Trustee, except to the extent such losses, claims, damages or liabilities result from the fraudulent act, gross negligence or willful misconduct of the Trustee, Computershare or CDS, as applicable; and
 - sealing Schedule "A" to the Paying Agent Agreement from the public record.

* * *

All of which is respectfully submitted,



**KSV KOFMAN INC.
SOLELY IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF
DANIER LEATHER INC.
AND NOT IN ITS PERSONAL CAPACITY**

PAYING AGENT AGREEMENT

November 27 2017

Computershare Investor Services Inc.
100 University Avenue
8th Floor
Toronto, ON
M5J 2Y1

Attention: Michael Cagayat, Project Manager, Corporate Actions

Dear Sirs and Mesdames:

On March 21, 2016, Danier Leather Inc. (the "**Company**") filed an assignment in bankruptcy and KSV Kofman Inc. ("**We**" or the "**Trustee**") was appointed the Company's trustee in bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**"). On the same date, We were also appointed as the receiver of the Company for the purposes of realizing on the Company's assets. Having completed the realization of the Company's assets and the satisfaction of all proven creditors' claims pursuant to the bankruptcy and insolvency proceedings, it is expected that approximately CAD\$15 million in surplus cash will remain, after payment of all costs incurred and to be incurred and satisfaction of all liabilities in the administration of the bankruptcy, and be available for distribution (the "**Shareholder Distribution**") to the Company's holders of Subordinate Voting Shares (the "**Shareholders**"). We would like You to accept the appointment as Paying Agent in respect of the Shareholder Distribution, consisting of one or more cash payments to be made to the Shareholders effective on one or more payment dates determined by the Trustee (the "**Effective Date**") and subject to one or more orders of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") (i) authorizing and directing the Trustee make the Shareholder Distribution and (ii) authorizing and approving the entering into of this Agreement by the Trustee and the performance of its obligations hereunder (collectively, the "**Court Order**").

This paying agent agreement (the "**Agreement**") is in respect of the cash payment(s) to the Shareholders (the "**Payees**") of the Company which will be paid out by You to each Payee based upon the Payment Record (as defined below) to be provided to You by the Trustee, as appointed under the BIA.

1. Appointment, Payments and Mailings

1.1 Computershare Investor Services Inc. ("**You**", "**Your**", "**Computershare**" or the "**Paying Agent**") is hereby appointed by the Trustee to act as Paying Agent in connection with the Shareholder Distribution, and Computershare hereby accepts such appointment in respect of the Shareholder Distribution and agrees to observe and be bound by the terms and conditions of this Agreement.

1.2 On behalf of the Company, the Trustee shall deliver to Computershare a payment record setting out the names, addresses and payment entitlements of the Payees (the "**Payment Record**") entitled to receive payment on one or more agreed upon dates, in electronic format, which You will load to Your register to effect the required payments to the Shareholders.

1.3 On behalf of the Company, the Trustee shall deliver or cause to be delivered to You funds (the “**Funds**”) by wire transfer or certified cheque not less than three (3) business days prior to the Effective Date(s), or make such other arrangements for the provision of the Funds as may be agreeable to You, in an amount equal to the total aggregate payments payable to the Payees as set out in the respective Payment Record. You shall promptly acknowledge in writing the receipt thereof and hold such Funds in trust for the Trustee. On the Effective Date(s), You will make the payments set forth in the respective Payment Record in accordance with the instructions of the Trustee. Notwithstanding the aforementioned, any payments in excess of \$25 million in Canadian dollars must be made by electronic transfer, rather than by cheques, bank drafts or other, traditional, paper-based payment methods. It is agreed that wire payments and/or cheques, if applicable, will be drawn on a designated and separated trust account maintained by You. Cheques will be forwarded to the address of each Payee as shown on the Payment Record provided to You by the Trustee. If the Trustee determines and advises Computershare in writing that delivery by mail may be delayed, Computershare will make arrangements for Payees to take delivery of the Funds to which such Payees are entitled, less any applicable withholdings, at Computershare’s offices in Toronto maintained under Section 4.1 until the Trustee determines that delivery by mail will no longer be delayed.

1.4 [Reserved.]

1.5 Computershare is further authorized and directed to forward the Funds to a Payee via wire transfer or direct deposit, at the Payee’s expense, in accordance with the explicit instructions (if any) contained in the Payment Record.

1.6 If, within twelve (12) months of the Effective Date, any portion of the Funds distributed by Computershare to Payees is unclaimed by a Payee or is returned to Computershare as a result of a Payee being unknown or a Payee’s whereabouts being unknown (in any case, an “**Unclaimed Amount**”), upon written request by the Trustee from time to time, Computershare shall notify the Trustee in writing with full details concerning all such Unclaimed Amounts and shall, unless otherwise directed by the Trustee, by agreement with the Public Guardian and Trustee in the Province of Ontario pay to the Public Guardian and Trustee an amount equal to the Unclaimed Amount to be held by the Public Guardian and Trustee in trust for the respective Payee(s). Computershare shall be under no obligation to invest or reinvest any Unclaimed Amount and shall only be obligated to hold same in a current or other non-interest bearing separated account in trust for the applicable Payee(s).

1.7 As promptly as practicable, but no later than three (3) business days after receipt from the Trustee of any notices and letters to registered Shareholders, You will be responsible for mailing such notices and other letters to each registered Shareholder providing information to such Payees in respect of the Shareholder Distribution. You will mail each such notice and/or letter to each registered Shareholder by first class mail to the address of each Shareholder as set out in the Payment Record. You will also coordinate the provision of such notices and other letters to CDS & Co., the Canadian Depository for Securities (“**CDS**”) as requested by the Trustee for further distribution or publication to the participants in CDS and will coordinate with CDS to effect such distributions and/or publications.

2. Placement of Amount Held

2.1 The Funds delivered to Computershare pursuant to Section 1.3 hereunder (collectively, the “**Amount Held**”) shall be held in trust for the Trustee and, following the Effective Date(s), for the Payees, in a separate non-interest-bearing account of Computershare to be maintained by Computershare. Such account shall be designated in the name of the Trustee as the trustee in bankruptcy of the Company.

2.2 Until paid out in accordance with this Agreement, the Amount Held shall be kept segregated in Computershare's records and deposited in one or more trust accounts to be maintained by Computershare in Computershare's name at one or more banks listed in Schedule "B" to this Agreement (each such bank, an "Approved Bank").

2.3 All amounts held by Computershare pursuant to this Agreement shall be held by Computershare for the Trustee. The amounts held by Computershare pursuant to this Agreement are at the sole risk of the Trustee and, without limiting the generality of the foregoing, Computershare shall have no responsibility or liability for any diminution of the Amount Held which may result from any deposit made with an Approved Bank pursuant to this Section 5.2, including any losses resulting from a default by the Approved Bank. The Trustee acknowledges and agrees that Computershare acts prudently in depositing the Amount Held at any Approved Bank, and that Computershare is not required to make any further inquiries in respect of any such bank. To the extent that there are net losses or the Amount Held diminishes for reasons other than the payment of the Shareholder Distribution to Payees, Computershare shall notify the Trustee promptly, and in any event within two (2) business days, of such occurrence.

2.4 At any time and from time to time, the Trustee shall be entitled to direct Computershare by written notice (a) not to deposit any new amounts in the account(s) maintained by Computershare on behalf of the Trustee pursuant to this Section 2 with any Approved Bank specified in the notice and/or (b) to withdraw all or any of the Amount Held that may then be deposited in the account(s) maintained by Computershare on behalf of the Trustee pursuant to this Section 2. With respect to any withdrawal notice, Computershare shall withdraw and/or pay such amount specified in the notice in the manner directed by the Trustee as soon as reasonably practicable, and in any event within three (3) business days of a withdrawal notice by the Trustee, and the Trustee acknowledges and agrees that such specified amount remains at the sole risk of the Trustee prior to and after such withdrawal.

2.5 Computershare does not have any interest in the Amount Held but is serving as Paying Agent only and is not a debtor of the Trustee or the Company in respect of the Amount Held.

3. Fees and Expenses

3.1 Your fees for acting hereunder will be those set forth in Schedule "A" attached hereto. We will pay all your reasonable out-of-pocket expenses in connection with your duties hereunder (including, without limitation, overtime expenses, postage, courier, long distance calls, H.S.T., mailing insurance, photocopying, and reasonable counsel fees and disbursements). All fees and out-of-pocket expenses will be paid by the Trustee within thirty (30) days from the date of invoice and We acknowledge that late payment may be subject to reasonable and customary interest charges as indicated on the invoice. The Company and Trustee acknowledge and agree that the fees of Computershare are confidential information. As such, the Company and Trustee agree not to disclose any such fees to any third party without Computershare's prior written consent, save and except for disclosure (a) to the Company's and Trustee's professional advisors, employees or representatives, held to strict confidence; (b) as required or otherwise compelled by law or legal process; and (c) as required or requested by any regulatory, governmental or court authority or legal process.

4. Offices

4.1 You agree to maintain your principal office in Toronto, the office at which payment to the Payees as contemplated by the Payment Record may be picked up at all times during business hours.

5 Liability and Approval

5.1 Neither Computershare nor the Trustee shall be liable for any action taken or omitted to be taken by such party under or in connection with this Agreement, except for losses caused by such party's fraudulent act, willful misconduct or gross negligence. Without limiting the foregoing, in no case will either party or its affiliates be liable under any circumstances for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits, loss of bargain, economic loss or similar losses or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages. The parties agree that in lieu of any indemnification obligations of any party, the Trustee will seek to obtain the Court Order authorizing the Shareholder Distribution and the appointment of Computershare as the Paying Agent, the entering into of this Agreement by the Trustee and the performance of its obligations hereunder, and including language substantially similar to that set out in Schedule "C" to this Agreement authorizing and directing Computershare and CDS to take all steps and actions required to effect the Shareholder Distribution and, in connection with performing its obligations under this Agreement and as instructed by the Trustee and in accordance with such Court Order, stating that Computershare shall not be liable to any of the Shareholders of the Company or any other person.

5.2 Notwithstanding any other provision of this Agreement, Your liability shall be limited, in the aggregate, to the amount of fees paid by the Company and/or Trustee to You or Your affiliates in the twelve (12) months immediately prior to You receiving the first notice of claim; provided, however, that any losses or liabilities caused by Computershare's fraud, willful misconduct or gross negligence shall not be subject to such limit.

5.3 The parties acknowledge and agree that the entering into of this Agreement and the performance of the parties' respective obligations hereunder, including the limitation of liability set out in Section 5.1 hereof, shall be subject to the prior approval of the Court pursuant to the Court Order in form and substance satisfactory to the Trustee, acting reasonably, pursuant to the proceedings under the BIA.

6. Tax

6.1 The Trustee shall be solely responsible for all tax processing relating to or arising from the duties or actions contemplated by this Agreement, including evaluation, reporting, remittance, filing, and issuance of tax slips, summaries and reports, except as is specifically delegated to You pursuant to this Agreement or as may be agreed subsequently, as confirmed in writing by the parties.

6.2 You shall process only such tax matters as have been specifically delegated to You pursuant to this Agreement or as may be agreed subsequently, and, in so doing, You do not undertake to carry out any inquiry, evaluation, reporting, remittance, filing or issuance of tax slips, summaries and reports necessarily incidental thereto, which shall remain the sole responsibility of the Trustee. You shall be entitled to rely upon and assume, without further inquiry or verification, the accuracy and completeness of any tax processing information, documentation or instructions received by You, directly or indirectly, from or on behalf of the Trustee. It is agreed that any such direction must be supplied to You prior to processing any payment.

6.3 Computershare is hereby directed to issue the following tax slips and related summaries to assist Payees with their respective tax reporting obligations in accordance with the Trustee's instructions:

- (a) issue T5 federal tax forms and transaction slips to Shareholders resident in Canada in respect of any dividend portion of the Shareholder Distribution; and

- (b) issue RL-3 Québec tax forms and transaction slips to Shareholders resident in the Province of Québec in respect of any dividend portion of the Shareholder Distribution.

7. Termination

7.1 Either party may terminate this Agreement for any reason whatsoever upon thirty (30) days written notice to the other party or such other shorter period as the parties may agree to in writing. This Agreement shall terminate automatically without the need for any party to take any further action with respect to such termination following the distribution by Computershare to all Payees of all Funds held by Computershare pursuant to this Agreement and the later of (a) the date on which all Unclaimed Amounts have been claimed by the Payees or distributed to the Public Guardian and Trustee in accordance with Section 1.6 and (b) the date that the Trustee is discharged pursuant to the BIA.

7.2 Section 5, this Section 7 and Section 8 shall survive any termination of this Agreement for a period of twelve (12) months from the effective date of termination.

8. General

8.1 In acting as Paying Agent, You:

(a) shall have no duties or obligations other than those set forth herein or as may subsequently be agreed to by You and the Trustee;

(b) shall have no obligation to make payment to the Shareholders of the Company unless the Trustee shall have provided the necessary funds in advance to pay in full all amounts due and payable with respect thereto;

(c) shall not be obliged to take any legal action that might in Computershare's reasonable judgment involve any expense or liability unless You shall have been furnished with reasonable funding and indemnity;

(d) may consult with legal counsel satisfactory to You (including the Trustee's or the Company's counsel) at the Trustee's expense and the advice or opinion of such counsel shall be full and complete authorization or protection in respect of any action or omission taken by You thereunder, in good faith, in accordance with the advice or opinion of such counsel; provided that any fees or expenses of counsel individually or in the aggregate in excess of CAD\$5,000 shall be subject to the prior written approval of the Trustee; and

(e) may rely upon any instructions, instrument, certificate, report or paper provided by or on behalf of the Trustee believed by You to be genuine and to have been signed or presented by the proper person(s) and You shall be under no duty to make any investigation or inquiry as to any signature or statement contained therein, but may accept the same as having been properly given and as conclusive evidence of the truth and accuracy of any statements therein contained.

8.2 This Agreement shall not be assigned by either of the parties hereto without the prior written consent of the other.

8.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

8.5 This Agreement may be signed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8.6 Time shall be of the essence of this Agreement.

8.7 All dollar references in this Agreement are in Canadian dollars.

8.8 No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. This Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof.

8.9 The use of headings and division of sections and paragraphs is for convenience of reference only and does not affect the construction or interpretation of the Agreement.

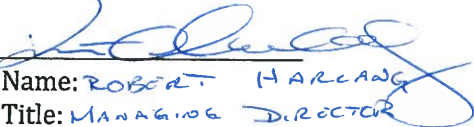
8.10 You shall not be liable, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

8.11 The Trustee hereby represents that any account to be opened by You, and any money, securities or other assets to be held by You, in connection with this Agreement, for or to the credit of the Trustee, are not intended to be used by or on behalf of any party other than the Trustee in its capacity as trustee in bankruptcy of the Company. You hereby expressly waive any lien, encumbrance or right of set-off whatsoever that You may have with respect to any funds deposited with you pursuant to this Agreement by reason of amounts, if any, owed to You or Your affiliates by the Trustee, the Company or any other person, or any of its or their subsidiaries or affiliates, pursuant to any agreement or arrangement with You or Your affiliates.

8.12 The parties hereto confirm that it is their wish that this Agreement as well as all other documents relating hereto, including notices, have been and shall be drawn up in English. Les parties aux présentes confirment leur consentement à ce que cette convention de même que tous les documents, ainsi que tout avis s'y rattachant, soient rédigés en anglais.

Kindly indicate your acceptance of the terms of this letter by signing and returning to the Trustee the duplicate hereof, in which case this letter will form an agreement between us.

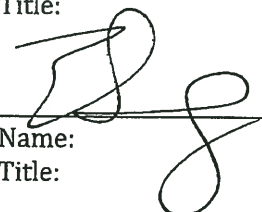
KSV KOFMAN INC., solely in its capacity as trustee in bankruptcy of Danier Leather Inc., and not in its personal or any other capacity

Per: 
Name: ROBERT HARLANG
Title: MANAGING DIRECTOR

Accepted and agreed to as of the ___ day of _____, 2017.

COMPUTERSHARE INVESTOR SERVICES INC.

Per: 
Name: MICHAEL CAGAYAT
Title: Professional, Corporate Actions
Computershare Investor Services Inc.

Per: 
Name: EAMON O'LEARY
Title: Senior Professional, Corporate Actions
Computershare Investor Services Inc.

SCHEDULE "B"

Approved Banks

Bank	Relevant S&P Issuer Credit Rating (as at October 2, 2017)
Bank of Montreal	A+
The Bank of Nova Scotia	A+
Canadian Imperial Bank of Commerce	A+
HSBC Bank of Canada	AA-
National Bank of Canada	A
Royal Bank of Canada	AA-
The Toronto-Dominion Bank	AA-

SCHEDULE "C"

Draft Court Order Language

THIS COURT ORDERS that the Trustee is authorized to appoint Computershare as the Paying Agent, to enter into the Paying Agent Agreement and to perform its obligations thereunder and that each of the Trustee, Computershare and CDS, and their respective affiliates, partners, directors, employees, agents and controlling persons, shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person (including any shareholder of the Company) in connection with or as a result of carrying out their obligations pursuant to the Paying Agent Agreement or, in the case of Computershare and CDS, at the direction of the Trustee, except to the extent such losses, claims, damages or liabilities result from the fraudulent act, gross negligence or willful misconduct of the Trustee, Computershare or CDS, as applicable.