

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO: 500-11-032325-082

SUPERINTENDENT'S NO:  
41-1030545

SUPERIOR COURT

(Commercial Division)

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THIS 24th DAY OF JANUARY, 2008.

PRESENT: PIERRE PELLERIN, Registrar

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IN THE MATTER OF:

**BENTLEY LEATHERS INC./CUIRS BENTLEY INC.**, a corporation and legal person having its registered office and principal place of business at 3700 Griffith Avenue, Suite 200, in the City of Montreal (St-Laurent), Province of Quebec;

Debtor/Petitioner

-and-

**RSM RICHTER INC.**, a corporation and legal person having a place of business at 2 Place Alexis-Nihon, Suite 1950, in the City of Montreal, Province of Quebec;

Trustee

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ORDER

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[1] **HAVING BEEN SEIZED** of the present "Motion for Appointment of Interim Receiver" (the "**Motion**");

- [2] **SEEING** the allegations contained in the Motion and the Solemn Affirmation in support thereof; and
- [3] **CONSIDERING** that the Motion is well founded both in fact and in law.
- [4] **FOR THE FOREGOING REASONS:**
- [5] **GRANTS** the present Motion.
- [6] **ORDERS** the shortening of the delays for presentation of the present Motion;
- [7] **APPOINTS** RSM Richter Inc., licensed trustee, of the City of Montreal, Province of Quebec (the "**Interim Receiver**"), as interim receiver of and with respect to Petitioner Bentley Leathers Inc./Cuir Bentley Inc. (the "**Debtor**"), pursuant to Section 47.1 of the *Bankruptcy and Insolvency Act, Canada* ("**BIA**"), with the limited powers hereafter set forth;
- [8] **EMPOWERS** the Interim Receiver to:
- (i) control all of the Debtor's receipts and disbursements and to open and operate separate bank accounts for this purpose;
  - (ii) control and approve all of the Debtor's purchases or commitments to purchase any property or services, to the extent deemed appropriate by the Interim Receiver, in order to accomplish the control set forth in paragraph (i) above; and
  - (iii) enter into such arrangements, deemed appropriate by the Interim Receiver, with such persons, deemed appropriate by the Interim Receiver, in order to provide for and/or facilitate the supply of property and/or services to the Debtor;
- [9] **ORDERS** that in carrying out and exercising its powers herein set forth and notwithstanding anything herein contained or any applicable law:
- (i) the Interim Receiver shall not, under any circumstances whatsoever, be required to possess or control any of the Debtor's property (other than the Debtor's receipts) or operate or control any of the Debtor's businesses;
  - (ii) the Interim Receiver shall not, under any circumstances whatsoever, be deemed to be in possession or control of any of the Debtor's property (other than the Debtor's receipts) or be deemed to operate or control any of the Debtor's businesses; and
  - (iii) the Interim Receiver shall not, under any circumstances whatsoever, be an employer or a successor employer of any of the Debtor's past, present or future employees.

- [10] **RESERVES** the rights of the Debtor, the Interim Receiver or any other creditor of the Debtor to make further applications in order enlarge or otherwise change the powers of the Interim Receiver;
- [11] **ORDERS** that the proper fees and disbursements incurred by the Interim Receiver shall be paid to the Interim Receiver by the Debtor from the Debtor's cash-flow or as may otherwise be ordered by this Honourable Court; and
- [12] **ORDERS** provisional execution of the Judgment and orders to be issued herein notwithstanding any appeal therefrom.

(SGD) PIERRE PELLERIN

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Pierre Pellerin, Registrar

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