

January 18, 2021

Estate No. 32-2670414

Notice of Proposal to Creditors
(Section 51 of the Act)

**In the Matter of the Proposal of
Geox Canada Inc.
of the City of Mississauga
in the Province of Ontario**

To the Creditors of Geox Canada Inc.

Take notice that on September 8, 2020, Geox Canada Inc. (the “**Company**”) filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**Act**”). Richter Advisory Group Inc. was named as trustee under the Company’s NOI (the “**Proposal Trustee**”).

On January 8, 2021, the Company filed a proposal (the “**Initial Proposal**”) pursuant to section 62 of the Act. On January 18, 2021, the Company filed an amended proposal (the “**Proposal**”), which amended certain terms of the Initial Proposal.

A copy of the Proposal, a condensed statement of the Company’s assets and liabilities, a list of the creditors affected by the Proposal, a Convenience Creditor Election and the Report of the Trustee on the Proposal are enclosed herewith. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Proposal.

A general meeting of the creditors will be held at 1:00 p.m. (Toronto time) on January 28, 2021 via online and teleconference, details of which are as follows:

Meeting link: <https://fasken.webex.com/fasken/j.php?MTID=m3603cef8f40c9b4bb72ac806f85f9919>
Meeting number: 177 490 5527
Password: CreditorsMeeting
Join by video system: Dial [1774905527](tel:1774905527) @ fasken.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone: +1-844-426-4405 (Canada)
Access Code: 177 490 5527

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the Proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the Court, the Proposal will be binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with the Proposal Trustee prior to the commencement of the meeting.

An Unsecured Creditor with a Proven Claim in excess of \$2,000 that wishes to be treated as a Convenience Creditor under the Proposal must deliver a duly completed and executed Convenience Creditor Election to the Proposal Trustee by no later than 5:00 p.m. (Toronto Time) on January 27, 2021.

Richter Advisory Group Inc.
in its capacity as Trustee *in re* the Proposal of
Geox Canada Inc.
and not in its personal capacity

T. 1.866.585.9751
F. 514.934.8603
claims@richter.ca

Richter Advisory Group Inc.
181 Bay Street, Suite 3510
Bay Wellington Tower
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

(français – recto)

18 janvier 2021

No dossier : 32-2670414

Avis de la Proposition aux Créanciers
(article 51 de la Loi)

**Dans l'affaire de la Proposition de
Geox Canada Inc.
de la ville de Mississauga
dans la province de l'Ontario**

À l'attention des Créanciers de Geox Canada Inc.

Avis est donné que le 8 septembre 2020, Geox Canada Inc. (la « **Compagnie** ») a déposé un avis de l'intention de faire une proposition (l'« **Avis d'intention** ») en vertu du paragraphe 50.4(1) de la *Loi sur la faillite et l'insolvabilité* (Canada) (la « **Loi** »). Richter Groupe Conseil Inc. a été nommé syndic en vertu de l'Avis d'intention de la Compagnie (le « **Syndic à la Proposition** »).

Le 8 janvier 2021, la Compagnie a déposé une proposition (la « **Proposition initiale** ») en vertu de l'article 62 de la Loi. Le 18 janvier 2021, la Compagnie a déposé une proposition amendée (la « **Proposition** »), qui modifiait certains termes de la Proposition initiale.

Une copie de la Proposition, un état succinct des actifs et passifs de la Compagnie, une liste des créanciers visés par la Proposition, une Élection de Créancier de Commodité et le Rapport du Syndic sur la Proposition sont joints à la présente. Les termes en majuscules qui ne sont pas autrement définis aux présentes auront la signification qui leur est donnée dans la Proposition.

Une assemblée générale des créanciers sera tenue à 13h00 (Heure de Toronto) le 28 janvier 2021, en ligne et par téléconférence, dont voici les détails :

Lien vers la réunion : <https://fasken.webex.com/fasken/j.php?MTID=m3603cef8f40c9b4bb72ac806f85f9919>

Numéro de la réunion : 177 490 5527

Mot de passe : CreditorsMeeting

Participer par système vidéo : Composez 1774905527@fasken.webex.com
Vous pouvez également composer 173.243.2.68 et entrer votre numéro de réunion.

Participer par téléphone : +1-844-426-4405 (Canada)
Code d'accès : 177 490 5527

Les créanciers ou toute catégorie de créanciers ayant droit de voter à l'assemblée peuvent, au moyen d'une résolution, accepter la Proposition telle que formulée ou telle que modifiée à l'assemblée. Si la Proposition est ainsi acceptée et si elle est approuvée par la Cour, elle deviendra obligatoire pour tous les créanciers ou pour la catégorie de créanciers visés.

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'assemblée doivent être remis au Syndic à la Proposition avant le début de l'assemblée des créanciers.

Un Créancier Chirographaire ayant une Réclamation Prouvée supérieure à 2 000 \$ et qui souhaite être traité comme un Créancier de commodité en vertu de la Proposition doit remettre une Élection de Créancier de Commodité dûment remplie et signée au Syndic à la Proposition au plus tard à 17h00 (Heure de Toronto) le 27 janvier 2021.

Richter Groupe Conseil Inc.
En sa qualité de Syndic agissant *in re* la Proposition de
Geox Canada Inc.
et non à titre personnel

T. 1.866.585.9751
F. 514.934.8603
claims@richter.ca

Richter Advisory Group Inc.
181 Bay Street, Suite 3510
Bay Wellington Tower
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

(English – Over)

District of: Ontario
 Division No. 09 - Mississauga
 Court No. 32-2670414
 Estate No. 32-2670414

☒ Original ☐ Amended

-- Form 78 --

Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the Proposal of
 Geox Canada Inc.
 In the City of Mississauga
 of the Province of Ontario

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of Geox Canada Inc. affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 8th day of January 2021. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	13,117,785.48	1. Inventory	5,592,355.20
Balance of secured claims as per list "B"	20,916,641.74	2. Trade fixtures, etc.	0.00
Total unsecured creditors	34,034,427.22	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	9,283,358.26	Good	758,021.68
3. Preferred creditors as per list "C"	0.00	Doubtful	0.00
4. Contingent, trust claims or other liabilities as per list "D"	0.00	Bad	324,866.44
estimated to be reclaimable for		Estimated to produce	758,021.68
Total liabilities	43,317,785.48	4. Bills of exchange, promissory note, etc., as per list "F" ..	0.00
Surplus	NIL	5. Deposits in financial institutions	2,868,474.38
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	64,507.00
		9. Real property or immovable as per list "G"	0.00
		10. Furniture	0.00
		11. RRSPs, RRIFFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00
		If debtor is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	9,283,358.26
		Deficiency	34,034,427.22

I, Gino Stinziani, of the City of Mississauga in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 8th day of January 2021 and fully disclose all property of every description that is in its possession or that may devolve on Geox Canada Inc. in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

remotely by Gino Stinziani stated as being located in the City of Toronto in the Province of Ontario before me at the City of Burlington in the Province of Ontario on this 8th day of January, 2021 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely

Jonathan W. V. Yantzi
 Jonathan Yantzi

Gino Stinziani
 Gino Stinziani

District de: Ontario
 No division: 09 - Mississauga
 No cour: 32-2670414
 No dossier: 32-2670414

☒ original ☐ modifié

_ FORMULAIRE 78 _
 Bilan - proposition déposée par une entité
 (paragraphe 49(2), alinéa 158d) et paragraphes 50(2) et 62(1) de la Loi)

Dans l'affaire de la proposition de
 Geox Canada Inc.
 de la ville de Mississauga,
 dans la province de l'Ontario

Au débiteur :

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de Geox Canada Inc. affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 8 janvier 2021. Une fois rempli, ce formulaire et les listes annexées, constituent votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle.

PASSIF (tel que déclaré et estimé par l'officier)	
1. Créanciers non garantis: voir liste A	13,117,785.48
Équilibre de réclamations garantis: voir liste "B".	20,916,641.74
Créanciers non garantis total.	34,034,427.22
2. Créanciers garantis: voir liste B	9,283,358.26
3. Créanciers privilégiés: voir liste C	0.00
4. Dettes éventuelles, réclamations de fiducie ou autres (voir liste D)pouvant être réclamées pour une somme de.	0.00
Total du passif	43,317,785.48
Surplus	NIL

ACTIF (tel que déclaré et estimé par l'officier)	
1. Inventaire	5,592,355.20
2. Aménagements	0.00
3. Comptes à recevoir et autres créances: voir liste E	
Bonnes	758,021.68
Douteuses	0.00
Mauvaises	324,866.44
Estimation des créances qui peuvent être réalisées	758,021.68
4. Lettres de change, billets à ordre, etc., voir liste F	0.00
5. Dépôts en institutions financières	2,868,474.38
6. Espèces	0.00
7. Bétail	0.00
8. Machines, outillage et installation	64,507.00
9. Immeubles et biens réels: voir liste G	0.00
10. Ameublement	0.00
11. REER, FERR, Assurances-vie etc	0.00
12. Valeurs mobilières(actions, obligations, débetures etc.	0.00
13. Droits en vertu de testaments	0.00
14. Véhicules	0.00
15. Autres biens: voir liste H	0.00
Si le débiteur est une personne morale, ajoutez :	
Montant du capital souscrit	0.00
Montant du capital payé	0.00
Solde souscrit et impayé	0.00
Estimation du solde qui peut être réalisé	0.00
Total de l'actif	9,283,358.26
Déficit	34,034,427.22

Je, Gino Stinziani, de Mississauga en la province de l'Ontario, étant dûment assermenté (ou ayant déclaré solennellement) déclare que le bilan qui suit et les listes annexées sont, à ma connaissance, un relevé complet, véridique et entier de les affaires de la corporation en ce 8 janvier 2021, et indiquent au complet tous ces biens de quelque nature qu'ils soient, en Geox Canada Inc.possession et réversibles, tels que définis par la Loi.

ASSERMENTÉ (ou déclaré solennellement)
 devant moi le 8 janvier 2021, à Toronto en la province de l'Ontario.

signé

Jonathan Yantzi, Commissaire à l'Assermentation
 Pour la province de l'Ontario
 Expire le

signé

Gino Stinziani

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2670414
Estate No. 32-2670414

FORM 78 -- Continued

List "A"
Unsecured Creditors

Geox Canada Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	151 MORTAGNE S E N C	6955 BOUL TASCHEREAU BROSSARD QC J4Z1A7	4,665.06	0.00	4,665.06
2	2 WHEEL GEAR INC	5040 MAINGATE DRIVE MISSISSAUGA ON L4W1X5	3,872.43	0.00	3,872.43
3	ADVANCED SERVICE SOLUTIONS	500 LAPP ROAD MALVERN PA 19355 USA	1,149.15	0.00	1,149.15
4	AIRPORT CORPORATE CENTRE-JOINT	300-5400 YONGE ST. TORONTO ON M2N5R5	33,870.19	0.00	33,870.19
5	ALINA PRIVATE LIMITED	# 12 RACE COURSE ROAD GUINDY INDUSTRIAL ESTATE 600032 IN	82,675.68	0.00	82,675.68
6	AON REED STENHOUSE INC	PO BOX 4090 STN A TORONTO ON M5W0E9	3,251.58	0.00	3,251.58
7	BRINKS CANADA LTD	PO BOX 4590, STN A TORONTO ON M5W7B1	513.51	0.00	513.51
8	CBSA	333 NORTH RIVER ROAD, OTTAWA ON K1A0L8	88,783.04	0.00	88,783.04
9	CLEAN SCENE FACILITY DIVISION	13-47 RACINE ROAD TORONTO ON M9W6B2	482.90	0.00	482.90
10	CLICKNPRINT	21-5080 TIMBERLEA BLVD. MISSISSAUGA ON L4W4M2	197.75	0.00	197.75
11	COMINAR REAL ESTATE INVESTMENT	41-2305 ROCKLAND MONT ROYAL QC H3P3E9	108,215.04	0.00	108,215.04
12	COMMERCE HUB	P.O. BOX 15291, STATION A TORONTO ON M5W1C1	373.38	0.00	373.38
13	CONTRACT S.R.L SOCIETA'UNIPERS	VIA GIUSEPPE TONIOLO, 20/A BREDI DI PIAVE TV 31030 IT	1,572.69	0.00	1,572.69
14	COTE FLEURY	810, BOUL. CHAREST OUEST QUEBEC QC G1N2C8	169.54	0.00	169.54
15	CRITEO CANADA CORP.	500 KING ST. WEST 3RD FLOOR TORONTO ON M5V1L9	15,277.98	0.00	15,277.98
16	CUSHMAN & WAKEFIELD	900-333-7TH AVENUE SW. CALGARY AB T2P2Z1	126,976.21	0.00	126,976.21
17	DELTA B ELECTRIC INC.	30 TITAN ROAD # 15 TORONTO ON M8Z5Y2	1,540.70	0.00	1,540.70
18	DHL GLOBAL FORWARDING	100-6200 EDWARDS BLVD MISSISSAUGA ON L5T2V7	4,513.59	0.00	4,513.59
19	EMPLOYEE CLAIMS		161,443.40	0.00	161,443.40
20	FAIRVIEW POINTE CLAIRE LEASEHO	6801 TRANS CANADA HIGHWAY POINTE-CLAIRE QC H9R5J2	103,673.83	0.00	103,673.83
21	GARDA CASH-IN-TRANSIT LIMITED	1390 BARRE STREET MONTREAL QC H3C1N4	3,220.06	0.00	3,220.06
22	GARDAWORLD CASH SERVICES	1390 BARRE STREET MONTREAL QC H3C1N4	1,518.46	0.00	1,518.46
23	GEOX SPA	VIA FELTRINA CENTRO 16 BIADENE DI MONTEBELLUNA, TV 31044 - ITALY	6,027,197.60	20,916,641.74	26,943,839.34
24	GERTEX SOLUTIONS	400 FLINT RD, UNIT 1 TORONTO ON M3J2J4	6,224.04	0.00	6,224.04

08-Jan-2021

Date

Gino Stinziani

Gino Stinziani

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2670414
Estate No. 32-2670414

FORM 78 -- Continued

List "A"
Unsecured Creditors

Geox Canada Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
25	GOOGLE LLC	1600 AMPHITHEATRE PKWY MOUNTAIN VIEW CA 94043 USA	27,368.73	0.00	27,368.73
26	GUPTA H.C.OVERSEAS (I) PVT.LTD	TUBEWELL COLONY BYE PASS ROAD ARTONI 282007 IN	14,376.20	0.00	14,376.20
27	HALTON HILLS SHOPPING CENTRE	P.O.BOX 15659,STATION A TORONTO ON M5W1C1	149,262.18	0.00	149,262.18
28	IC SPG POC AT EDMONTON LP	1 OUTLET COLLECTION WAY #1 EDMONTON AB T9E1J5	9,017.49	0.00	9,017.49
29	INTEGRA SRL	VIA RAFFAELLO SANZIO,32 REGGIO NELL'EMILIA RE 42124 IT	562.74	0.00	562.74
30	IVANHOE CAMBRIDGE	900 MAPLE AVENUE-PO BOX 201 BURLINGTON ON L7S2J8	178,684.73	0.00	178,684.73
31	IVANHOE CAMBRIDGE II INC	1 BASS PRO MILLS DRIVE CONCORD ON L4K5W4	231,551.52	0.00	231,551.52
32	IVANHOE CAMBRIDGE II INC METRO	604-4720 KINGSWAY BURNABY BC V5H4N2	171,236.82	0.00	171,236.82
33	IVANHOE CAMBRIDGE INC.	1000-2700 BOUL. LAURIER QUEBEC QC G1V4J9	174,909.20	0.00	174,909.20
34	J LINC	CP# 23, SUCC. ST-JACQUES MONTREAL QC H3C1C5	281.37	0.00	281.37
35	KONICA MINOLTA BUSINESS	PO BOX 4563 TORONTO STATION A TORONTO ON M5W0H1	950.80	0.00	950.80
36	LAMBA FOOTWEAR INDUSTRIES	KHASRA N.238 AND 239,11KM MILES SIKANDRA 282007 IN	3,823.98	0.00	3,823.98
37	LAVERY LAWYERS	4000-1 PLACE VILLE MARIE MONTREAL QC H3B4M4	2,346.07	0.00	2,346.07
38	LE CARREFOUR LAVAL (2013) INC	3003 LE CARREFOUR BLVD LAVAL QC H7T1C7	221,273.73	0.00	221,273.73
39	LES PROMENADES ST BRUNO	1 BOUL DES PROMENADES SAINT-BRUNO-DE-MONTARVILLE QC J3V5J5	111,990.30	0.00	111,990.30
40	LYNDEN CANADA CO	PO BOX 56197, POSTAL STATION A TORONTO ON M5W4L1	5,052.09	0.00	5,052.09
41	MARKET MALL LEASEHOLDS INC	214-3625 SHAGANAPPI TRAIL NW CALGARY AB T3A0E2	127,404.34	0.00	127,404.34
42	MERCURY LIGHTING LIMITED	71 ORTONA COURT CONCORD ON L4K3M2	101.70	0.00	101.70
43	MINISTER OF FINANCE	P.O BOX 9443 STN PROV GOVT VICTORIA BC V8W9W7	13,774.36	0.00	13,774.36
44	MINISTERE DU REVENU	38000 DE MARLY RUE QUEBEC QC G1X4A5	27,208.29	0.00	27,208.29
45	MIRABEL OUTLET CENTRE GENERAL	P.O. BOX 15627, STATION A TORONTO ON M5W1C1	96,607.51	0.00	96,607.51
46	MONERIS SOLUTIONS CORP.	10TH FLOOR, WEST TOWER 3300 BLOOR ST. W. TORONTO ON M8X 2X2	0.00	0.00	0.00
47	MULTI-MATERIAL BRITISH COLUMBI	1 ST.CLAIR AVE. WEST,7TH FLOOR TORONTO ON M4V1K6	2,848.55	0.00	2,848.55
48	MUSICWORKS	207-860 LASALLE BLVD SUDBURY ON P3A1X5	208.58	0.00	208.58

08-Jan-2021

Date

Gino Stinziani

Gino Stinziani

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2670414
Estate No. 32-2670414

FORM 78 -- Continued

List "A"
Unsecured Creditors

Geox Canada Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
49	NOVEXCO	100 STEELCASE RD E UNIT 103 MARKHAM ON L3R1E8	3,380.58	0.00	3,380.58
50	ONTREA INC MARKVILLE SHOPPING	5000 HWY 7 E MARKHAM ON L3R4M9	94,900.25	0.00	94,900.25
51	ONTREA INC RE:SHERWAY GARDENS	25 THE WEST MALL BOX 101 ETOBICOKE ON M9C1B8	219,061.47	0.00	219,061.47
52	ONTREA INC. C/O THE CADILLAC	6455 MACLEOD TRAIL SW CALGARY AB T2H0K8	506,521.60	0.00	506,521.60
53	ORLANDO CORPORATION	6205 B AIRPORT RD 5TH FLOOR MISSISSAUGA ON L4V1E3	14,659.28	0.00	14,659.28
54	OSHAWA CENTRE HOLDINGS INC.	120-419 KING STREET WEST OSHAWA ON L1J 2K5	0.00	0.00	0.00
55	OXFORD IN TRUST FOR SQUARE ONE	2100-100 ADELAIDE ST W. TORONTO ON M5H0E2	74,391.67	0.00	74,391.67
56	PARENTS CANADA	200-2010 WINSTON PARK DRIVE HALTON ON L6H5R7	3,164.00	0.00	3,164.00
57	PARK ROYAL SHOPPING CENTRE	100 PARK ROYAL SOUTH, 3RD FLOOR WEST VANCOUVER BC V7T1A2	72,607.96	0.00	72,607.96
58	QUADREAL PROPERTY GROUP	2901 BAYVIEW AVE UNIT # C100 TORONTO ON M2K1E6	142,352.68	0.00	142,352.68
59	RECEIVER GENERAL FOR CANADA	875 HERON RD. TECHNOLOGY CENTRE OTTAWA ON K1A 1A2	6,681.26	0.00	6,681.26
60	S & A DISTRIBUTION, INC.	29 W 34TH ST - FL3 NEW YORK NY 10001 USA	1,541,296.05	0.00	1,541,296.05
61	SHRED-IT INTERNATIONAL ULC	PO BOX 15781, STATION A TORONTO ON M5W1C1	116.12	0.00	116.12
62	SING TAO NEWSPAPERS LIMITED	221 WHITEHALL DRIVE MARKHAM ON L3R9T1	3,672.15	0.00	3,672.15
63	STARMETROLAND MEDIA	44 FRID ST, PO BOX 300 HAMILTON ON L8N3G3	14,695.65	0.00	14,695.65
64	STEWARDSHIP ONTARIO	1 ST CLAIR AVE WEST, 7TH FLOOR TORONTO ON M4V1K6	1,829.59	0.00	1,829.59
65	T.E.C. LEASEHOLDS LIMITED	PO BOX 511 110-220 YONGE ST TORONTO ON M5B2H1	232,454.20	0.00	232,454.20
66	TADROSS ASSOCIATES, INC.	80-80TH STREET BROOKLYN NY 11209 USA	5,683.22	0.00	5,683.22
67	TEMPLETON DOC LIMITED PARTNERSHIP	V8201 STATION TERMINAL VANCOUVER BC V6B6N3	107,965.90	0.00	107,965.90
68	THE CADILLAC FAIRVIEW CORP LTD	PO BOX 10317 410 - 609 GRANVILLE ST. VANCOUVER BC V7Y1G5	216,439.88	0.00	216,439.88
69	THE JOHN FORSYTH SHIRT CO. INC.	105-2645 SKYMARK AVENUE MISSISSAUGA ON L4W4H2	71.47	0.00	71.47
70	THE OUTLET COLLECTION	300 TAYLOR ROAD NIAGARA ON THE LAKE ON L0S1J0	66,809.23	0.00	66,809.23
71	THE RIGHT WAY	1995 WESTON ROAD P.O BOX 79690 TORONTO ON M9N3W9	666.85	0.00	666.85

08-Jan-2021

Date

Gino Stinziani

Gino Stinziani

District of: Ontario
 Division No. 09 - Mississauga
 Court No. 32-2670414
 Estate No. 32-2670414

FORM 78 -- Continued

List "A"
 Unsecured Creditors

Geox Canada Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
72	THOMSON REUTERS	P.O BOX 6016 CAROL STREAM IL 60197 USA	14,725.16	0.00	14,725.16
73	TRAFFIX	1-375 WHEELABRATOR WAY MILTON ON L9T3C1	11,165.00	0.00	11,165.00
74	UPS SCS INC.	PO BOX 4901, STATION A TORONTO ON M5W0A7	174,833.43	0.00	174,833.43
75	VEGA LEATHER INDUSTRIES INC.	1350 CHABANEL ST WEST MONT-ROYAL QC H4N1H4	2,406.12	0.00	2,406.12
76	VERSATECH DRAFTING AND DESIGN	6 HIGHCLIFF CRESCENT TORONTO ON M1M1A6	691.56	0.00	691.56
77	VIKING RIDEAU CORPORATION	300-50 RIDEAU ST. OTTAWA ON K1N9J7	688,559.23	0.00	688,559.23
78	WEBRANKING SRL	VIA ORATORIO, 12A CORREGGIO RE 42015 IT	7,518.55	0.00	7,518.55
79	XLOG SRL	VIA DELLE INDUSTRIE, 39 SIGNORESSA DI TREVIGNANO TV 31040 IT	60,570.13	0.00	60,570.13
80	YORKDALE SHOPPING CENTRE	1 YORKDALE ROAD 500 TORONTO ON M6A3A1	475,676.15	0.00	475,676.15
Total:			13,117,785.48	20,916,641.74	34,034,427.22

08-Jan-2021

Date

Gino Stinziani

Gino Stinziani

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2670414
Estate No. 32-2670414

FORM 78 -- Continued

List "B"
Secured Creditors

Geox Canada Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	GEOX SPA	VIA FELTRINA CENTRO 16 BIADENE DI MONTEBELLUNA, TV 31044 - ITALY	30,200,000.00	Business Assets - Stock In Trade - Inventory Cash on Hand Debts Due - Business - Accounts Receivable Business Assets - Machinery - Property, Plant and equipment Other - Prepaids and deposits		5,592,355.20 2,868,474.38 758,021.68 64,507.00 0.00		20,916,641.74
Total:			30,200,000.00			9,283,358.26	0.00	20,916,641.74

08-Jan-2021

Date

Gino Stinziani

Gino Stinziani

RICHTER

THIS INFORMATION SHEET IS SUPPLIED IN ORDER TO ASSIST YOU IN COMPLETING THE PROOF OF CLAIM FORM

- ☐ The proof of claim must be signed by the individual completing the form.
- ☐ The signature of the claimant must be witnessed.
- ☐ Give the complete address (including postal code) where all notices and correspondence are to be forwarded.
- ☐ The amount on the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 1 OF THE PROOF OF CLAIM

- ☐ If the individual completing the proof of claim is not the creditor himself, he must state his position or title.
- ☐ The creditor must state the full and complete legal name of the Company or the claimant.

PARAGRAPH 3 OF THE PROOF OF CLAIM

- ☐ A detailed statement of account must be attached to the proof of claim and must show the date, the invoice number and the dollar amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. In addition, a creditor must indicate his/her address, phone number, fax number and E-mail address.

PARAGRAPH 4 OF THE PROOF OF CLAIM

- ☐ An unsecured creditor (subparagraph (A)) must check and state whether or not a priority rank is claimed under Section 136 of the Bankruptcy and Insolvency Act.
- ☐ A claim of landlord (subparagraph (B)) for disclaim of lease must be completed with full particulars and calculations.
- ☐ A secured creditor must complete subparagraph (C) and attach a copy of the security documents.
- ☐ A farmer, fisherman or aquaculturist must complete subparagraph (D).
- ☐ A wage earner must complete subparagraph (E), if applicable.
- ☐ Section F must be completed with regard to a pension plan.
- ☐ A claim against director(s) (subparagraph (G)), in a proposal which compromises a creditor's claim, must contain full particulars and calculations.
- ☐ A customer of a bankrupt securities firm must complete subparagraph (H).

PARAGRAPH 5 OF THE PROOF OF CLAIM

- ☐ The claimant must indicate whether he/she **is** or **is not related** to the debtor, as defined in the Bankruptcy and Insolvency Act, by striking out that which is not applicable.

PARAGRAPH 6 OF THE PROOF OF CLAIM

- ☐ The claimant must attach a detailed list of all payments received and/or credits granted, as follows:
 - a) within the **three months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **not related**;
 - b) within the **twelve months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **related**.

PROXY

- a) A creditor may vote either in person or by proxy;
- b) A debtor may not be appointed as proxy to vote at any meeting of the creditors;
- c) The Trustee may be appointed as a proxy for any creditor;
- d) In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

T. 416.488.2345 / 1.866.585.9751
F. 514.934.8603
claims@richter.ca

Richter Advisory Group Inc.
181 Bay Street, Suite 3320
Bay Wellington Tower
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

(français – recto)
(français – recto)

PROOF OF CLAIM

(Section 50.1, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 81.5, 81.6, 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address:

In the Matter of the Proposal of **Geox Canada Inc.**, of the City of Mississauga, Province of Ontario, and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of _____ (city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am _____ (state position or title) of _____ (name of creditor or representative of the creditor).
2. That I have knowledge of all of the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the Notice of Intention, namely September 8, 2020, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A" after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. Check and complete appropriate category

- ☐ A. UNSECURED CLAIM OF \$ _____

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description)

- ☐ Regarding the amount of \$ _____, I do not claim a right to a priority.
("Ordinary Creditor")

- ☐ Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.
("Preferred Creditor")

(Set out on an attached sheet details to support priority claim)

- ☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

- ☐ C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

- ☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts).

T. 1.866.585.9751
F. 514.934.8603
geox@richter.ca

Richter Advisory Group Inc.
181 Bay Street, Suite 3510
Bay Wellington Tower
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

RICHTER

FORM 31 (Continued)

- ☐ E. CLAIM BY WAGE EARNER OF \$ _____
☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____
- ☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____
- ☐ G. CLAIM AGAINST DIRECTOR \$ _____
(To be completed when a proposal provides for the compromise of claims against directors.)
 That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)
- ☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____
 That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: *(provide details of payments, credits and transfers at undervalue)*

Dated at _____, this _____ day of _____

Signature of creditor

Signature of witness

Telephone number: _____ Fax number: _____

E-mail address: _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

PROXY

(Subsection 102(2) and paragraphs 51(1)e) and 66.15(3)b) of the Act)

In the Matter of the Proposal of **Geox Canada Inc.**

I, _____, of _____
(name of creditor) (name of town or city)

a creditor in the above matter, hereby appoint _____ of _____,
 to be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without) power to
 appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____

Signature of creditor

Per: _____
Name and Title of Signing Officer

Signature of witness

RICHTER

CETTE FEUILLE DE RENSEIGNEMENTS EST FOURNIE AFIN DE VOUS AIDER À REMPLIR LE FORMULAIRE DE PREUVE DE RÉCLAMATION

- ☐ La preuve de réclamation doit être signée par l'individu qui la remplit.
- ☐ La signature du réclamant doit être attestée.
- ☐ Indiquer l'adresse complète (incluant le code postal) où tout avis et correspondance doivent être expédiés.
- ☐ Le montant sur le relevé de compte doit correspondre au montant réclamé sur la preuve de réclamation.

PARAGRAPHE 1 DE LA PREUVE DE RÉCLAMATION

- ☐ Si la personne qui complète la preuve de réclamation n'est pas le créancier lui-même, elle doit préciser son poste ou sa fonction.
- ☐ Le créancier doit déclarer la raison sociale complète de la compagnie ou du réclamant.

PARAGRAPHE 3 DE LA PREUVE DE RÉCLAMATION

- ☐ Un relevé de compte détaillé doit accompagner la preuve de réclamation et doit refléter les date, numéro de facture et montant de chaque facture ou charge, ainsi que les date, numéro et montant de tout crédit ou paiement. Un relevé de compte sera considéré comme incomplet si ce dernier commence avec un solde d'ouverture. Le créancier doit également indiquer ses adresse postale, numéro de téléphone, numéro de télécopieur et adresse électronique.

PARAGRAPHE 4 DE LA PREUVE DE RÉCLAMATION

- ☐ Un créancier non garanti (sous-paragraphe A) doit cocher ce qui s'applique en indiquant s'il revendique ou non un droit à un rang prioritaire en vertu de l'article 136 de la Loi sur la faillite et l'insolvabilité.
- ☐ Un créancier à titre de locateur suite à la résiliation d'un bail doit compléter le sous-paragraphe B et joindre tous les détails et les calculs.
- ☐ Un créancier garanti doit compléter le sous-paragraphe C et joindre les documents de garantie.
- ☐ Un agriculteur, un pêcheur ou un aquiculteur doit compléter le sous-paragraphe D.
- ☐ Un salarié doit compléter le sous-paragraphe E, le cas échéant.
- ☐ La partie F doit être complétée relativement à un régime de pension.
- ☐ Un créancier ayant une réclamation contre les administrateurs, lorsqu'une proposition le prévoit, doit compléter le sous-paragraphe G et y joindre tous les détails et les calculs.
- ☐ Un client d'un courtier en valeurs mobilières failli doit compléter le sous-paragraphe H.

PARAGRAPHE 5 DE LA PREUVE DE RÉCLAMATION

- ☐ Le réclamant doit indiquer **s'il est** ou **n'est pas lié** au débiteur, au sens de la définition de la Loi sur la faillite et l'insolvabilité, en rayant ce qui n'est pas applicable.

PARAGRAPHE 6 DE LA PREUVE DE RÉCLAMATION

- ☐ Le réclamant doit fournir une liste détaillée de tous les paiements reçus et/ou crédits accordés, soit :
 - a) au cours des **trois mois** précédant l'ouverture de la faillite, dans le cas où le réclamant et le débiteur **ne sont pas liés**;
 - b) au cours des **douze mois** précédant l'ouverture de la faillite, dans le cas où le réclamant et le débiteur **sont liés**.

PROCURATION

- a) un créancier peut voter en personne ou par procuration;
- b) une débitrice ne peut être nommée à titre de fondée de pouvoir pour voter à toute assemblée des créanciers;
- c) le syndic peut être désigné à titre de fondé de pouvoir pour le bénéfice de tout créancier;
- d) afin qu'une personne dûment autorisée ait le droit de voter, elle doit elle-même être créancière ou détentrice d'une procuration dûment exécutée. Le nom du créancier doit apparaître sur la procuration.

T. 416.488.2345 / 1.866.585.9751
F. 514.934.8603
reclamations@richter.ca

Richter Groupe Conseil Inc.
181 Bay St, bureau 3320
Bay Wellington Tower
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

(English – Over)

PREUVE DE RÉCLAMATION

(articles 50.1, 81.5 et 81.6, paragraphes 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2) et 128(1) et alinéas 51(1)e) et 66.14b) de la Loi)

Expédier tout avis ou toute correspondance concernant la présente réclamation à l'adresse suivante :

Dans l'affaire de la proposition de **Geox Canada Inc.** de la ville de Mississauga, province de ON, et de la réclamation de

_____, créancier.

Je soussigné, _____ (nom du créancier ou du représentant du créancier), de
_____ (ville et province), certifie ce qui suit :

1. Je suis le créancier du débiteur susnommé (ou je suis _____) (préciser le poste ou la fonction) de _____ (nom du créancier ou de son représentant)).

2. Je suis au courant de toutes les circonstances entourant la réclamation visée par le présent formulaire.

3. Le débiteur était, à la date de la l'avis d'intention, soit le 8 septembre 2020, endetté envers le créancier et l'est toujours, pour la somme de _____ \$, comme l'indique l'état de compte (ou l'affidavit) ci-annexé et désigné comme l'annexe A, après déduction du montant de toute créance compensatoire à laquelle le débiteur a droit. (L'état de compte ou l'affidavit annexé doit faire mention des pièces justificatives ou de toute autre preuve à l'appui de la réclamation.)

4. (Cochez la catégorie qui s'applique et remplissez les parties requises.)

☐ A. RÉCLAMATION NON GARANTIE AU MONTANT DE _____ \$

(Autre qu'une réclamation d'un client visée par l'article 262 de la Loi)

En ce qui concerne cette créance, je ne détiens aucun avoir du débiteur à titre de garantie et :

(Cochez ce qui s'applique.)

☐ pour le montant de _____ \$, je ne revendique aucun droit à un rang prioritaire.
(« Créancier chirographaire »)

☐ pour le montant de _____ \$, je revendique le droit à un rang prioritaire en vertu de l'article 136 de la Loi.
(« Créancier privilégié »)

(Indiquez sur une feuille annexée les renseignements à l'appui de la réclamation prioritaire.)

☐ B. RÉCLAMATION DU LOCATEUR SUITE À LA RÉSILIATION D'UN BAIL, AU MONTANT DE _____ \$

J'ai une réclamation en vertu du paragraphe 65.2(4) de la Loi, dont les détails sont mentionnés ci-après.

(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

☐ C. RÉCLAMATION GARANTIE AU MONTANT DE _____ \$

En ce qui concerne la créance susmentionnée, je détiens des avoirs du débiteur à titre de garantie, dont la valeur estimative s'élève à _____ \$ et dont les détails sont mentionnés ci-après :

(Donnez des renseignements complets au sujet de la garantie, y compris la date à laquelle elle a été donnée et la valeur que vous lui attribuez, et annexe une copie des documents relatifs à la garantie.)

☐ D. RÉCLAMATION D'UN AGRICULTEUR, D'UN PÊCHEUR OU D'UN AQUICULTEUR AU MONTANT DE _____ \$

J'ai une réclamation en vertu du paragraphe 81.2 (1) pour la somme impayée de _____ \$

(Veuillez joindre une copie de l'acte de vente et des reçus de livraison.)

FORMULAIRE 31 (suite)

E. RÉCLAMATION D'UN SALARIÉ AU MONTANT DE _____ \$

- ☐ J'ai une réclamation en vertu du paragraphe 81.3(8) de la Loi au montant de _____ \$
☐ J'ai une réclamation en vertu du paragraphe 81.4(8) de la Loi au montant de _____ \$

☐ F. RÉCLAMATION D'UN EMPLOYÉ RELATIVE AU RÉGIME DE PENSION AU MONTANT DE _____ \$

- ☐ J'ai une réclamation en vertu du paragraphe 81.5 de la Loi au montant de _____ \$
☐ J'ai une réclamation en vertu du paragraphe 81.6 de la Loi au montant de _____ \$

☐ G. RÉCLAMATION CONTRE LES ADMINISTRATEURS AU MONTANT DE _____ \$
(A remplir lorsque la proposition vise une transaction quant à une réclamation contre les administrateurs.)

J'ai une réclamation en vertu du paragraphe 50(13) de la Loi, dont les détails sont mentionnés ci-après :
(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

☐ H. RÉCLAMATION D'UN CLIENT D'UN COURTIER EN VALEURS MOBILIÈRES FAILLI AU MONTANT DE _____ \$

J'ai une réclamation en tant que client en conformité avec l'article 262 de la Loi pour des capitaux nets, dont les détails sont mentionnés ci-après :
(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

5. Au meilleur de ma connaissance, je suis lié (ou le créancier susnommé est lié) (ou je ne suis pas lié ou le créancier susnommé n'est pas lié) au débiteur selon l'article 4 de la Loi, et j'ai (ou le créancier susnommé a) (ou je n'ai pas ou le créancier susnommé n'a pas) un lien de dépendance avec le débiteur.

6. Les montants suivants constituent les paiements que j'ai reçus du débiteur, les crédits que j'ai attribués à celui-ci et les opérations sous-évaluées selon le paragraphe 2(1) de la Loi auxquelles j'ai contribué ou été partie intéressée au cours des trois mois (ou, si le créancier et le débiteur sont des « personnes liées » au sens du paragraphe 4 de la Loi ou ont un lien de dépendance, au cours des 12 mois) précédant immédiatement l'ouverture de la faillite, telle que définie au paragraphe 2(1) de la Loi. (Donnez les détails des paiements, des crédits et des opérations sous-évaluées.)

Daté le _____, à _____.

Signature du créancier

Signature du témoin

Numéro de téléphone : _____

Numéro de télécopieur : _____

Adresse électronique : _____

REMARQUE : Si un affidavit est joint au présent formulaire, il doit avoir été fait devant une personne autorisée à recevoir des affidavits.

AVERTISSEMENTS : Le syndic peut, en vertu du paragraphe 128(3) de la Loi, racheter une garantie sur paiement au créancier garanti de la créance ou de la valeur de la garantie telle qu'elle a été fixée par le créancier garanti dans la preuve de garantie.

Le paragraphe 201(1) de la Loi prévoit l'imposition de peines sévères en cas de présentation de réclamations, de preuves, de déclarations ou d'états de compte qui sont faux.

FORMULAIRE DE PROCURATION

(paragraphe 102(2) et alinéas 51(1)e) et 66.15(3)b) de la Loi)

Dans l'affaire de la proposition de **Geox Canada Inc.**

Je, _____, de _____
(nom du créancier) (nom du village ou de la ville)

créancier dans l'affaire susmentionnée, nomme _____ de _____,

mon fondé de pouvoir à tous égards dans l'affaire susmentionnée, sauf la réception de dividendes, celui-ci _____
(étant ou n'étant pas) habilité à nommer un autre fondé de pouvoir à sa place.

Daté le _____, à _____.

Signature du créancier

Par : _____
Nom et titre du signataire autorisé

Signature du témoin

CONVENIENCE CREDITOR ELECTION

TO: RICHTER ADVISORY GROUP INC., in its capacity as Proposal Trustee of Geox Canada Inc. (“Geox Canada”)

In connection with the Proposal of Geox Canada pursuant to the *Bankruptcy and Insolvency Act* (Canada) dated January 8, 2021 and amended January 18, 2021 (as may be further amended, restated, modified and/or supplemented from time to time, the “**Proposal**”) the undersigned hereby elects to be treated for all purposes under the Proposal as a Convenience Creditor and thereby to receive CAD\$2,000 in full and final satisfaction of its Proven Claim(s) irrespective of the amount of its Proven Claim. The undersigned hereby acknowledges and confirms that it shall be deemed to vote its Proven Claim(s) in favour of the Proposal at the Creditors’ Meeting.

For the purposes of this Convenience Creditor Election, capitalized terms used but not defined herein have the meanings ascribed to them in the Proposal.

A Convenience Creditor Election, once duly completed, dated and signed must be sent by e-mail, or only if it cannot be sent by e-mail, delivered to the Proposal Trustee in each case so that it is received by no later than 5:00 p.m. (Toronto Time) on January 27, 2021.

By e-mail: kho@richter.ca

By mail, courier, fax:

Richter Advisory Group Inc.
181 Bay Street, #3510
Bay Wellington Tower
Toronto, Ontario, Canada
M5J 2T3
Attention: Adam Zeldin
Fax: (514) 934-8603
Tel: 1-416-488-2345

[Remainder of page intentionally left blank]

DATED at _____ this _____ day of January, 2021.

UNSECURED CREDITOR'S SIGNATURE:

(Print Legal Name of Unsecured Creditor)

(Print Legal Name of Assignee, if Applicable)

(Signature of the Unsecured Creditor/Assignee or an
Authorized Signing Officer of the Unsecured
Creditor/Assignee)

(Print Name and Title of Authorized Signing Officer of
the Unsecured Creditor/Assignee, if Applicable)

(Mailing Address of the Unsecured Creditor/Assignee)

(E-mail of the Unsecured Creditor/Assignee or
Authorized Signing Officer of the Unsecured
Creditor/Assignee)

ÉLECTION DE CRÉANCIER DE COMMODITÉ

A : RICHTER GROUPE CONSEIL INC., en sa qualité de Syndic à la Proposition de Geox Canada Inc. (« Geox Canada »)

Dans le cadre de la Proposition de Geox Canada en vertu de la *Loi sur la faillite et l'insolvabilité* (Canada) datée du 8 janvier 2021 et amendée le 18 janvier 2021 (telle qu'elle peut être amendée à nouveau, reformulée, modifiée et/ou complétée de temps à autre, la « **Proposition** »), le soussigné choisit par la présente d'être considéré, à toutes fins dans le cadre de la Proposition, comme un Créancier de Commodité et d'ainsi recevoir 2 000 \$CAD en règlement total et définitif de sa (ses) Réclamation(s) prouvée(s), quel que soit le montant de sa (ses) Réclamation(s) prouvée(s). Le soussigné reconnaît et confirme par la présente qu'il sera réputé avoir voté sa (ses) Réclamation(s) prouvée(s) en faveur de la Proposition lors de l'assemblée des créanciers.

Aux fins de cette Élection de Créancier de Commodité, les termes en majuscules utilisés mais non définis ici ont la signification qui leur est attribuée dans la Proposition.

Une fois dûment remplie, datée et signée, l'Élection de Créancier de Commodité doit être envoyée par courriel ou, seulement si elle ne peut être envoyée par courriel, remise au Syndic à la Proposition, dans chaque cas, afin qu'elle soit reçue au plus tard à 17h00 (heure de Toronto) le 27 janvier 2021.

Par courriel : kho@richter.ca

Par poste, courrier, fax :

Richter Groupe Conseil Inc.
181 rue Bay, #3510
Bay Wellington Tower
Toronto, Ontario, Canada
M5J 2T3
À l'attention de : Adam Zeldin
Fax: (514) 934-8603
Tél: 1-416-488-2345

[Le reste de cette page est intentionnellement laissé en blanc]

DATÉ à _____ ce _____ jour de janvier 2021.

SIGNATURE DU CRÉANCIER CHIROGRAPHAIRE :

(Nom Légal du Créancier Chirographaire en lettres majuscules)

(Nom Légal du Cessionnaire, s'il y a lieu, en lettres majuscules)

(Signature du Créancier Chirographaire/Cessionnaire ou d'un
Signataire Légal Autorisé du Créancier
Chirographaire/Cessionnaire)

(Nom et Titre du Signataire Légal Autorisé du Créancier
Chirographaire/Cessionnaire, s'il y a lieu, en lettres majuscules)

(Adresse postale du Créancier Chirographaire/Cessionnaire)

(Courriel du Créancier Chirographaire/Cessionnaire ou du
Signataire Légal Autorisé du Créancier
Chirographaire/Cessionnaire)

CANADA
Province of Ontario
District of: Ontario
Division No. 09-Mississauga
Court No. 32-2670414
Estate No. 32-2670414

SUPERIOR COURT OF JUSTICE
Commercial List
In Bankruptcy and Insolvency

**VOTING LETTER
(Division 1 Proposal)
(Paragraph 51(1)f) of the Act)**

**In the Matter of the Proposal of
Geox Canada Inc.**

I, _____, creditor
(or I, _____, representative of _____, creditor)
of _____ (name of city), a creditor in the above matter for the sum of
\$_____, hereby request the trustee acting with respect to the proposal of **Geox Canada
Inc.**, to record my vote _____ (**for or against**) the acceptance of the proposal as
made on January 8, 2021 and amended on January 18, 2021.

Dated at _____, this _____ day of _____ 202 ____.

Name of Individual Creditor (Please print)

Signature of Individual Creditor

Signature of Witness

- OR -

Name of Corporate Creditor (Please print)

Signature of Corporate Creditor

Signature of Witness

Name and Title of Signing Officer (Please print)

T. 1.866.585.9751
F. 514.934.8603
geox@richter.ca

Richter Advisory Group Inc.
181 Bay St., Suite 3510
Bay Wellington Tower
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

(français – recto)

CANADA
Province de l'Ontario
District de : Ontario
No division: 09-Mississauga
No cour : 32-2670414
No dossier : 32-2670414

COUR SUPÉRIEURE DE JUSTICE
Rôle commercial
En matière de faillite et d'insolvabilité

FORMULAIRE DE VOTATION
(proposition déposée en vertu de la section I)
(alinéa 51(1)f) de la Loi)

Dans l'affaire de la proposition de
Geox Canada Inc.

Je, _____, créancier
(ou Je, _____, représentant de _____ créancier)
de _____ (*nom de la ville*), créancier dans l'affaire susmentionnée à
l'égard de la somme de _____ \$, demande au syndic agissant relativement à la proposition
de **Geox Canada Inc.**, de consigner mon vote _____ (**en faveur de ou contre**)
l'acceptation de la proposition faite le 8 janvier 2021 et amendée le 18 janvier 2021.

Daté le ____ jour de _____ 202____, à _____.

Nom du créancier (personne physique)
(Veuillez écrire en lettres moulées)

Signature du créancier (personne physique)

Signature du témoin

- OU -

Nom du créancier (personne morale)
(Veuillez écrire en lettres moulées)

Signature du créancier (personne morale)

Signature du témoin

Nom et titre du signataire autorisé
(Veuillez écrire en lettres moulées)

T. 1.866.585.9751
F. 514.934.8603
geox@richter.ca

Richter Groupe Conseil Inc.
181 Bay St., bureau 3510
Bay Wellington Tower
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

(English – Over)

District of Ontario
Division No. 09 – Mississauga
Court File No. 32-2670414
Estate No. 32-2670414

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS
AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
GEOX CANADA INC., OF THE CITY OF MISSISSAUGA,
IN THE PROVINCE OF ONTARIO

**AMENDED PROPOSAL
January 18, 2021**

**ARTICLE 1
INTERPRETATION**

1.1 Definitions:

For all purposes relating to the present Proposal, the following terms shall have the following meanings:

- (a) “**Act**” means the *Bankruptcy and Insolvency Act* (Canada), as it may be amended from time to time.
- (b) “**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto, Ontario.
- (c) “**Claim**” means any right of any Person against the Company in connection with any indebtedness, liability or obligation of any nature whatsoever, including, without limitation, claims that are liquidated, unliquidated, fixed, contingent, matured, unmatured, legal, equitable, present, future, known, unknown, disputed, undisputed or whether by guarantee, by surety, by subrogation or otherwise incurred and whether or not such a right is executory in nature, incurred or arising or related to the period prior to the Filing Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the Filing Date, including, for greater certainty: (i) any claim against the Company for indemnification by any Director or Officer; and (ii) any right of any Person against the Company arising pursuant to sections 65.11 or 65.2 of the Act. For greater certainty, a Claim does not include a Post-filing Claim.
- (d) “**Claims Bar Date**” has the meaning ascribed to it in Article 3.5 of this Proposal.

- (e) **“Company”** means Geox Canada Inc.
- (f) **“Convenience Creditor”** means an Unsecured Creditor with a Convenience Creditor Claim.
- (g) **“Convenience Creditor Claim”** means: (a) any Proven Claim of an Unsecured Creditor in an amount that is less than or equal to \$2,000 and (b) any Proven Claim of an Unsecured Creditor that has delivered to the Proposal Trustee a Convenience Creditor Election in accordance with the Proposal prior to the Convenience Creditor Election Deadline.
- (h) **“Convenience Creditor Election”** means an election form, substantially in the form attached hereto as Schedule “A”, to be completed by an Unsecured Creditor with a Proven Claim in excess of \$2,000 that elects to be treated as a Convenience Creditor, in accordance with Article 3.8 of this Proposal.
- (i) **“Convenience Creditor Election Deadline”** means 5:00 p.m. (Toronto time) on January 27, 2021.
- (j) **“Court”** means the Ontario Superior Court of Justice (Commercial List).
- (k) **“Creditors”** means the holders of Claims.
- (l) **“Creditors’ Meeting”** means the meeting of Creditors to be held for the purpose of considering and voting upon this Proposal, and any adjournment(s) of such meeting.
- (m) **“Creditors’ Meeting Date”** means January 28, 2020 or such other date and time as may be set by the Proposal Trustee, but in any event shall be within twenty-one (21) days following the filing of this Proposal with the Official Receiver.
- (n) **“Crown Priority Claims”** means all amounts owing to Canada Revenue Agency that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* (Canada) or under any substantially similar provision of provincial legislation as at the Filing Date.
- (o) **“D&O Claim”** means the right of any Person against one or more of the Directors or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the 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, including any right of contribution or indemnity, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer.

- (p) **“Directors”** means all current and former directors (or their estates) of the Company, in such capacity, and **“Director”** means any one of them.
- (q) **“Disputed Claim”** means any Claim or D&O Claim which has been received by the Proposal Trustee in accordance with the terms of this Proposal and the Act, but has not been accepted as proven in accordance with section 135 of the Act or which is being disputed in whole or in part by the Proposal Trustee, or any other person entitled to do so and has not been resolved by agreement or by order of the Court.
- (r) **“Dividend Notice”** has the meaning ascribed to it in Article 3.1 of this Proposal.
- (s) **“Effective Date”** means two (2) Business Days following the satisfaction of the conditions listed in Article 4 of this Proposal.
- (t) **“Employee Priority Claims”** means Claims of the former employees of the Company to be paid in accordance with section 60(1.3) of the Act.
- (u) **“Employee Priority Creditors”** means the holders of Employee Priority Claims.
- (v) **“Filing Date”** means September 8, 2020.
- (w) **“Inspectors”** means the inspectors that are or may be appointed pursuant to section 56 of the Act.
- (x) **“NOI”** has the meaning ascribed to it in Article 2.1 of this Proposal.
- (y) **“Officers”** means all current and former officers (or their estates) of the Company, in such capacity, and **“Officer”** means any one of them.
- (z) **“Official Receiver”** means a federal government employee in the Office of the Superintendent of Bankruptcy who, among other things, accepts and reviews documents that are filed in any proposal proceedings under the Act.
- (aa) **“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.
- (bb) **“Post-filing Claim”** means a claim arising in respect of goods supplied, services rendered or other consideration given to the Company subsequent to the Filing Date.
- (cc) **“Preferred Claims”** means that portion of a Claim that is accepted by the Proposal Trustee as entitling the Preferred Creditor to receive payment in priority to other Proven Creditors as provided in section 136 of the Act.
- (dd) **“Preferred Creditors”** means the holders of Preferred Claims.

- (ee) **“Professional Fees”** means all proper fees, expenses, liabilities and obligations of the Company or the Proposal Trustee and their legal fees, accounting fees and consulting fees arising out of the Proposal Proceedings and any claims therein, and includes, for greater certainty, any agents retained by the Company or the Proposal Trustee.
- (ff) **“Proof of Claim”** means the form to be delivered by the Creditors to the Proposal Trustee in accordance with the Act.
- (gg) **“Proposal”** means this amended Proposal, as may be further varied, amended, modified or supplemented in accordance with the provisions hereof and the Act.
- (hh) **“Proposal Approval Order”** means an order of the Court, in form and substance satisfactory to the Company and the Proposal Trustee, acting reasonably, approving and sanctioning this Proposal in accordance with the provisions hereof and of the Act.
- (ii) **“Proposal Proceedings”** means the restructuring proceedings commenced by the Company pursuant to section 50.4 of the Act on the Filing Date.
- (jj) **“Proposal Trustee”** means Richter Advisory Group Inc., in its capacity as proposal trustee of the Company in the Proposal Proceedings.
- (kk) **“Proven Claim”** means the amount or any portion of a Claim that is accepted as proven by the Proposal Trustee pursuant to section 135 of the Act and determined for distribution purposes in accordance with the provisions of the Act or any applicable orders from the Court.
- (ll) **“Proven Creditors”** means the holders of Proven Claims.
- (mm) **“Related Persons”** means “*related persons*” (as defined in Section 4(2) of the Act) to the Company, which for greater certainty, includes the Sponsor, S & A Distribution, Inc. and XLog Srl.
- (nn) **“Released D&O Claims”** means all D&O Claims that are released pursuant to Article 8.1 of this Proposal.
- (oo) **“Released Parties”** has the meaning ascribed to it in Article 8.1 of this Proposal.
- (pp) **“Required Majority”** means a majority in number and two-thirds in value of all Proven Claims of Creditors entitled to vote, who are present and voting at the Creditors’ Meeting (whether in person, by proxy or by voting letter) in accordance with the voting procedures established by this Proposal and the Act; provided that, for the purpose of tabulating the votes, all Convenience Creditors shall be deemed to have voted in favour of the Proposal.
- (qq) **“Secured Claims”** means the Claims of the Secured Creditors, to the extent of the value of the security held by the Secured Creditors.

- (rr) **“Secured Creditors”** means “*secured creditors*” (as defined in Section 2 of the Act) of the Company.
- (ss) **“Sponsor”** means Geox S.p.A., a company formed under the laws of Italy.
- (tt) **“Sponsor Claims”** means the Unsecured Claims of the Sponsor against the Company, including those Claims that it purchased from other creditors of the Company.
- (uu) **“Sponsor Funds”** has the meaning ascribed to it in Article 2.4 of this Proposal.
- (vv) **“Superintendent in Bankruptcy”** has the meaning attributed to it in section 5 of the Act.
- (ww) **“Superintendent’s Levy”** has the meaning attributed to it in section 147 of the Act and is payable to the Superintendent in Bankruptcy.
- (xx) **“Unsecured Claim”** means any Claims which arose by:
 - (i) reason of the supply of goods or services to or for the account of the Company prior to the Filing Date;
 - (ii) whose Claims arose by reason of the loaning of money to the Company on an unsecured basis;
 - (iii) in the case of executory contracts, whose Claims have arisen subsequent to the Filing Date as a result of the restructuring, repudiation or termination of such contracts;
 - (iv) whose Claims arose by any other reason prior to the Filing Date; or
 - (v) whose Claims are not secured pursuant to Sections 2 and 136 of the Act or preferred under or pursuant to Section 136 of the Act or which, for the purposes of this Proposal, have had any security held in respect of such Claim, assessed as having a nil value.
- (yy) **“Unsecured Creditor”** means any Creditor holding an Unsecured Claim.
- (zz) **“Unsecured Creditors Class”** means the class consisting of the Unsecured Creditors established under and for the purposes of the Proposal, including voting in respect thereof.

1.2 Date for Any Action

In the event that any date on which any action is required to be taken under this Proposal by any of the parties is not a Business Day, the action shall be required to be taken on the next proceeding day which is a Business Day.

1.3 Time

All times expressed in this Proposal are local time Toronto, Ontario, Canada, unless stipulated otherwise. Time is of the essence in this Proposal.

1.4 Section References

In this Proposal, a reference to section, clause or paragraph shall, unless otherwise stated, refer to a section, clause or paragraph of the Proposal.

1.5 Statutory References

Any reference in this Proposal to a statute includes all regulations made thereunder and all amendments to such statutes or regulations in force from time to time.

1.6 Monetary References

All references to currency and to “\$” are to Canadian dollars, unless otherwise indicated.

1.7 Gender and Number

Any reference in this Proposal to gender includes all genders. Words importing the singular number only include the plural and vice versa.

ARTICLE 2 PROPOSAL

2.1 Background to Proposal

On the Filing Date, the Company filed a Notice of Intention to Make a Proposal (“**NOI**”) under the Act to: (i) stabilize the Company’s business, (ii) facilitate the ongoing operations of the Company, and (iii) provide the Company with an opportunity to restructure its business and affairs, including, but not limited to, reducing overhead costs, renegotiating the terms of its commercial leases and growing its online and multi-channel strategy.

The Company, together with its advisors, considered the profitability of its retail stores and ultimately decided to disclaim or terminate eight of its retail store leases. It negotiated amendments with its landlords for certain other of its retail store leases.

The time period for the Company to file a proposal pursuant to the Act and the stay of proceedings under the Company’s NOI was most recently extended by order of the Court to February 20, 2021.

2.2 Overview of Proposal

The purpose of this Proposal is to effect a restructuring of the business and affairs of the Company in the expectation that all Creditors will derive a greater benefit from a going concern business than would result from a forced liquidation of the Company’s assets, which would occur in a bankruptcy.

This Proposal restructures the affairs of the Company and amends the terms of any and all agreements between the Company and the Creditors existing as at the Filing Date and provides the essential terms upon which all such Claims will be fully and finally resolved and settled.

Under the terms of this Proposal, all Convenience Creditors, including any Unsecured Creditors that submit a Convenience Creditor Election in accordance with the terms herein, shall be paid an amount in cash equal to the lesser of (a) \$2,000 and (b) the value of such Convenience Creditor's Proven Claim.

During the pendency of the Proposal Proceedings, and provided that an event of default has not occurred and is continuing under this Proposal, all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Company or any of its property or assets in respect of a Claim, including, without limitation, any proceeding or remedy to recover payment of any monies owing to Creditors, to recover or enforce any judgment against the Company in respect of a Claim or to commence any formal proceedings against it other than as provided for under this Proposal or the Act.

2.3 Unaffected Claims

Under the terms of this Proposal, both Secured Claims and the Sponsor Claims shall be unaffected by this Proposal.

2.4 Proposed Payment

- (a) The amount of \$475,000 (the "**Sponsor Funds**") shall be advanced to the Company by the Sponsor for the purpose of this Proposal and will be available for distribution in accordance with Article 2.5 of this Proposal.
- (b) The Sponsor Funds shall be remitted to the Proposal Trustee no later than five (5) Business Days following the date the Court issues the Proposal Approval Order.

2.5 Proposed Distributions

Subject to the terms and conditions set forth in this Proposal, the following payments will be made from the Sponsor Funds:

- (a) **Crown Priority Claims:** All Crown Priority Claims that were outstanding as at the Filing Date, if any, shall be paid in full to Her Majesty in right of Canada or a Canadian province or territory, as applicable, within three (3) months after the issuance of the Proposal Approval Order.
- (b) **Employee Priority Claims:** All Employee Priority Claims, if any, will be paid in full in amounts determined by the Proposal Trustee pursuant to section 135 of the Act.
- (c) **Superintendent's Levy:** The Superintendent's Levy shall be paid in full, as applicable.

- (d) **Convenience Creditor Claims:** Each Convenience Creditor, including, for clarity, any Unsecured Creditors that submit a Convenience Creditor Election, will be paid by the Proposal Trustee an amount in cash equal to the lesser of (a) \$2,000 and (b) the value of such Convenience Creditor's Proven Claim.
- (e) **Preferred Claims:** Any remaining Preferred Claims (after the payments provided in 2.5(a) to 2.5(d) of this Proposal have been made, or reserves taken therefor), if any, shall be paid without interest in priority to the Proven Claims addressed by Article 2.5(f) of this Proposal.
- (f) **Unsecured Claims:** The holders of Proven Claims not addressed in 2.5(a) to 2.5(e) of this Proposal will receive an amount from the balance of the Sponsor Funds (subject to any reserves taken to satisfy the payments provided in 2.5(a) to 2.5(e) of this Proposal). For greater certainty, the Secured Claims and the Sponsor Claims shall not receive any distribution under this Proposal and shall remain unaffected by this Proposal.

2.6 Landlords' Claims

In the case of any lease of real property disclaimed by the Company pursuant to section 65.2 of the Act, the landlord affected by the disclaimer may file a Proof of Claim for the lesser of:

- (a) the aggregate of the rent provided for in the lease for the first year of the lease following the date on which the disclaimer or resiliation becomes effective plus fifteen per cent (15.0%) of the rent for the remainder of the term of the lease after that year; and
- (b) the total rent set out in the lease for three (3) years after the disclaimer becomes effective.

2.7 Effect of Payment

Upon the Company remitting the Sponsor Funds to the Proposal Trustee in accordance with this Proposal, the Company, its successors and assigns, and their directors shall be deemed to have fully satisfied the terms of this Proposal.

2.8 Persons Affected

The Proposal provides for a full and final release and discharge of all Claims and Released D&O Claims and a settlement of and consideration for Claims (other than those Claims identified in Section 2.3 above). The Proposal will become effective at 12:01 a.m. (Toronto time) on the Effective Date in accordance with its terms and shall be binding on and enure to the benefit of the Company and other Persons directly or indirectly named or referred to in or subject to the Proposal.

On the Effective Date, in accordance with the terms of this Proposal, and in accordance with the provisions of the Proposal Approval Order, the treatment of all Claims and Released D&O Claims shall be final and binding on the Company, the Officers and Directors, all Creditors (and their respective heirs, executors, administrators, legal and personal representatives, successors and

assigns), and all Claims and Released D&O Claims (other than those Claims identified in Section 2.3 above) shall be fully, finally, irrevocably and forever released, discharged, cancelled and barred, and the Company and the Directors and Officers shall thereupon have no further obligation whatsoever in respect of the Claims and Released D&O Claims; *provided* that nothing herein releases the Company or any other Person from their obligations to make distributions in the manner and to the extent provided for in the Proposal; and *provided further* that such discharge and release of the Company and the Directors and Officers shall be without prejudice to the right of a Creditor in respect of a Disputed Claim to prove such Disputed Claim in accordance with the Act so that such Disputed Claim may become a Proven Claim.

2.9 Assignment of Claims Subsequent to the Meeting

After the Creditors' Meeting, a Creditor with a Proven Claim may transfer or assign the whole, but not part, of its Claim, provided that the Company shall not be obliged to make distributions to any transferee or assignee of a Creditor's Claim or otherwise deal with such transferee or assignee as a Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Proposal Trustee prior to Claims Bar Date. For greater certainty, the Company shall not recognize partial transfers or assignments of Creditors' Claims. A transferee or assignee of a Creditor's Claim shall not be entitled to set-off, apply, merge, consolidate, or combine any such Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to the Company.

ARTICLE 3 CLAIMS PROCESS, VALUATION OF CLAIMS, CLASSIFICATION OF CREDITORS AND RELATED MATTERS

3.1 Claims Process

In order to be eligible to vote at the Creditors' Meeting, each Creditor shall file a Proof of Claim with the Proposal Trustee in accordance with the applicable provisions of the Act by the time appointed for the Creditors' Meeting, and shall specify every Claim and every D&O Claim it asserts against the Company and/or the Directors and Officers, as applicable. Thereafter, pursuant to section 135 of the Act, the Proposal Trustee shall examine every Proof of Claim and determine whether such Claims are Proven Claims or Disputed Claims, and whether such Claims are Crown Priority Claims, Employee Priority Claims, Preferred Claims, Sponsor Claims or Secured Claims, as applicable.

In order to receive a distribution from the Sponsor Funds, a Creditor must submit a Proof of Claim prior to the Claims Bar Date.

In accordance with section 149 of the Act, prior to the distribution from the Sponsor Funds, the Proposal Trustee shall give notice (the "**Dividend Notice**") by mail to every Person with a Claim of which the Proposal Trustee has notice or actual knowledge but who did not file a Proof of Claim.

3.2 Claims for Voting Purposes

Each Creditor (other than Secured Creditors, the Sponsor and Employee Priority Creditors) shall be entitled to a single vote valued at the amount of its Claim or a portion of its Claim, if any, that has been accepted by the Proposal Trustee for voting purposes without prejudice to the rights of the Company, the Proposal Trustee and the Creditor to have the quantum of any Disputed Claim finally determined for the purposes of receiving its share of the Sponsor Funds, if any, or for the purposes of determining whether this Proposal was approved by the Required Majority.

For greater certainty, Secured Creditors, the Sponsor and Employee Priority Creditors shall not be entitled to vote their Secured Claims, Sponsor Claims and Employee Priority Claims, respectively.

Without limiting the foregoing, Disputed Claims shall be tracked by the Proposal Trustee as if such claims were Proven Claims but Disputed Claims will not be considered for the purposes of determining the Required Majority. The Proposal Trustee will report to the Court on the impact on the Required Majority that the Disputed Claims would have if they constituted accepted claims for voting purposes.

3.3 Disputed Claims

Any Creditor with a Disputed Claim shall not be entitled to receive any distribution hereunder with respect to such Disputed Claim unless and until such Claim becomes a Proven Claim. Distributions pursuant to Article 2.5 of this Proposal shall be made in respect of any Disputed Claim that is finally determined to be a Proven Claim.

3.4 D&O Claims

All Released D&O Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without consideration on the Effective Date. Any D&O Claim that is not a Released D&O Claim will not be compromised, released, discharged, cancelled and barred. For greater certainty, any Claim of a Director or Officer against the Company for indemnification or contribution in respect of any D&O Claim shall be treated for all purposes under the Proposal as a Claim and will be compromised, released, discharged, cancelled and barred.

3.5 Claims Bar

Any Person who does not file its Claim or D&O Claim on or prior to the date that is thirty (30) days from the date of the issuance of the Dividend Notice (the “**Claims Bar Date**”), shall forever be barred from making a Claim or D&O Claim or sharing in any dividend hereunder, subject to any exception set out in sections 149(2), (3), (4) and 150 of the Act, regardless of whether such Person was sent a Dividend Notice or whether such Person received such Dividend Notice.

3.6 Class of Creditors

For the purpose of considering and voting upon and receiving distributions under this Proposal, there shall be one class of Creditors, being the Unsecured Creditors Class. For the purposes of

voting on the Proposal, each Convenience Creditor shall be deemed to be in and shall be deemed to vote in and as part of, the Unsecured Creditors Class.

3.7 Set-Off

Subject to Article 2.9, the law of set-off applies to all Claims.

3.8 Creditors' Meeting, Proxies and Voting Letters

The Creditors' Meeting shall take place at 1:00 p.m. (Toronto time) on the Creditors' Meeting Date in order for the Unsecured Creditors to consider and vote on the Proposal. Due to COVID-19, the Creditors' Meeting shall be held both via online and teleconference, details of which are as follows:

Meeting link <https://fasken.webex.com/fasken/j.php?MTID=m3603cef8f40c9b4bb72ac806f85f9919>

Meeting number: 177 490 5527

Password: CreditorsMeeting

Join by video system: Dial [1774905527@fasken.webex.com](https://fasken.webex.com/join/1774905527)

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone: +1-844-426-4405 (Canada)

Access Code: 177 490 5527

Proxies, as provided for in the Act indicating a Person authorized to act on behalf of a Proven Creditor, may be submitted to the Proposal Trustee at, or any time prior to, the commencement of the vote on the Proposal at the Creditors' Meeting.

Voting letters as provided for in the Act submitted to the Proposal Trustee prior to the Creditors' Meeting must indicate whether the Creditor wishes to cast its vote in favour of or against the Proposal. Voting letters that do not indicate either preference will be deemed to indicate a vote in favour of the Proposal.

The only Persons entitled to attend and speak at the Creditors' Meeting are representatives of the Company and the Sponsor and their respective legal counsel and advisors, the Proposal Trustee and its legal counsel and advisors, and all other Persons entitled to vote at the Creditors' Meeting and their respective legal counsel and advisors. Any other Person may be admitted to the Creditors' Meeting on invitation of the Proposal Trustee.

Related Persons may vote against but not in favour of the Proposal.

Persons in attendance at the Creditors' Meeting who are eligible to vote shall cast their vote in the manner prescribed by the Proposal Trustee and the Act. All votes will be recorded and tabulated by the Proposal Trustee, who may seek the assistance of the Court with respect to any dispute

arising from or out of the tabulation of votes. For greater certainty, the Secured Creditors, the Sponsor and Employee Priority Creditors shall not be entitled to vote the value of their Claims.

Notwithstanding the foregoing, each Convenience Creditor with a Proven Claim of \$2,000 or less is irrevocably deemed to have voted the full amount of its Proven Claims in favour of the approval of the Proposal without requirement for such Convenience Creditor to file a proxy to vote in favour of the Proposal, in consideration for the Proposal providing for the full payment of their Proven Claim. An Unsecured Creditor with a Proven Claim in excess of \$2,000 that wishes to be treated as a Convenience Creditor under the Proposal must deliver a duly completed and executed Convenience Creditor Election to the Proposal Trustee by the Convenience Creditor Election Deadline, and upon doing so such Unsecured Creditor: (i) is irrevocably deemed to have voted the full amount of its Proven Claim in favour of the Proposal as a member of the Unsecured Creditors Class; and (ii) shall be treated as a Convenience Creditor for the purpose of distributions made under the Proposal; provided, for greater certainty, that the payment of their Proven Claim shall be in the maximum amount of \$2,000.

A quorum shall be constituted for the Creditors' Meeting or any adjournment thereof if there is one Creditor, entitled to vote, present in person or by proxy or if one Creditor, entitled to vote, has submitted a voting letter in accordance with the provisions of the Act and this Proposal. If the requisite quorum is not present at the Creditors' Meeting or if the Creditors Meeting has to be postponed for any reason, then the Creditors' Meeting shall be adjourned by the Proposal Trustee to such date, time and place as determined by the Proposal Trustee.

3.9 Approval by Creditors

In order to be approved, the Proposal must receive the affirmative vote of the Required Majority.

3.10 Modification of the Proposal

Subject to the consent of the Proposal Trustee, at any time prior to the Creditors' Meeting or at any time prior to the date to which the Creditors' Meeting is adjourned, if it is adjourned, the Company reserves the right at any time to file any modification, amendment or supplement of and to the Proposal, by way of amended proposal, and file such amended proposal with the Official Receiver as soon as practical, in which case any such amended proposal or proposals shall, for all purposes, be and be deemed to be part of and incorporated into the Proposal.

At the Creditors' Meeting, the Proposal Trustee shall provide all Creditors in attendance with details of any modifications or amendments of and to the Proposal prior to the vote being taken to approve the Proposal. After the Creditors' Meeting (and both prior to and subsequent to the issuance of the Proposal Approval Order) and subject to the consent of the Proposal Trustee, the Company may at any time and from time to time vary, amend, modify or supplement the Proposal if the Court determines that such variation, amendment, modification or supplement is of a minor, immaterial or technical nature or would not be materially prejudicial to the interest of any of the Creditors under the Proposal and is necessary in order to give effect to the substance of the Proposal or the Proposal Approval Order.

ARTICLE 4 CONDITIONS PRECEDENT

4.1 Conditions Precedent to the Implementation of the Proposal

The implementation of the Proposal and distribution thereunder is subject to the satisfaction of the following conditions precedent:

- (a) The Proposal is approved by the Required Majority;
- (b) The Proposal Approval Order has been issued and has not been stayed and there is no outstanding appeal therefrom; and
- (c) All other actions, documents and agreements necessary to implement the Proposal, including, without limitation, payment to the Proposal Trustee of the Sponsor Funds as required herein, shall have been effected and executed.

With respect to the Proposal Approval Order, if approval by the Required Majority is obtained, the Proposal Trustee shall file with the Court an application for the Proposal Approval Order no later than five (5) Business Days following the Creditors' Meeting or such other date as the Court may order, which application shall be heard as soon as possible according to the procedure set out in Section 58 of the Act.

ARTICLE 5 BINDING EFFECT

5.1 Binding Effect

On the Effective Date, this Proposal will become effective and binding on and enure to the benefit of the Company and all creditors affected by this Proposal and all other Persons named or referred to in, or subject to, this Proposal, and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

ARTICLE 6 PROPOSAL TRUSTEE AND ADMINISTRATIVE COSTS

6.1 Proposal Trustee's Capacity

The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any obligations or liabilities in connection with the Proposal or in connection with the business or liabilities of the Company.

6.2 Administrative Costs

The Proposal Trustee's fees and disbursements, including, without limitation, the Proposal Trustee's legal costs, arising in connection with this Proposal and under the Act, shall be paid by the Company or the Sponsor on the Company's behalf, as Professional Fees under this Proposal.

For greater certainty, the Professional Fees are to be paid in addition to the Sponsor Funds and shall be paid by the Company or the Sponsor on the Company's behalf separate and apart from the Proposal. The fees for the Proposal Trustee's services will be based on time spent by the Proposal Trustee and the various members of its staff at their respective billing rates plus any direct out of pocket expenses incurred. The Proposal Trustee's legal costs will be based on time spent by the Proposal Trustee's legal counsel and the various members of such legal counsel's staff at their respective billing rates plus any direct out of pocket expenses incurred. The Court shall review and approve the Proposal Trustee's fees and disbursements. The Proposal Trustee will be entitled to take regular interim fees upon Creditor, Inspector or Court approval.

6.3 Indemnity

The Proposal Trustee shall be indemnified in full by the Company for all personal liability arising from fulfilling any duties or exercising any powers or duties conferred upon it by this Proposal or under the Act, except for any willful misconduct or gross negligence.

ARTICLE 7 INSPECTORS

7.1 Appointment of Inspectors

At the Creditors' Meeting, the Creditors will be entitled to appoint one or more, but not exceeding five (5), Inspectors, whose powers shall be as follows:

- (a) advising the Proposal Trustee in respect of such matters as may be referred to the Inspectors by the Proposal Trustee;
- (b) advising the Proposal Trustee concerning any dispute that may arise as to the validity of the Claims asserted in this Proposal;
- (c) exercising all powers given to the Inspectors of a bankrupt estate appointed pursuant to the provisions of the Act; and
- (d) altering or extending the time for payments to be made pursuant to this Proposal, but not the total amount paid.

The Inspectors shall not have liability to the Creditors or the Company for exercising any of the powers given to them under this Proposal or the Act.

ARTICLE 8 RELEASES

8.1 Proposal Releases

On the Effective Date, (i) the Company's employees and contractors, each Director and Officer of the Company, and their respective heirs and assigns, and (ii) the Proposal Trustee, the Proposal Trustee's counsel, and each and every present and former shareholder, affiliate, subsidiary, director, officer, member, partner, employee, auditor, financial advisor, legal counsel and agent of

any of the foregoing Persons (each of the Persons named in (i) or (ii) of this Article 8.1, in their capacity as such, being herein referred to individually as a “**Released Party**” and all referred to collectively as “**Released Parties**”) shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, including claims for contribution or indemnity which any Creditor or other Person may be entitled to assert, including claims that are liquidated, unliquidated, fixed, contingent, matured, unmatured, legal, equitable, present, future, known, unknown, disputed, undisputed or whether by guarantee, by surety, by subrogation or otherwise incurred and whether or not such a right is executory in nature, including, for greater certainty, any Claim against the Company for indemnification by any Director or Officer, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, negligence, breach of fiduciary duty, dealing or other occurrence existing or taking place on or prior to the Effective Date that constitute or are in any way relating to, arising out of or in connection with any Claims, and any indemnification obligations with respect thereto, the business and affairs of the Company whenever or however conducted, the administration and/or management of the Company, the Proposal, or any document, instrument, matter or transaction involving the Company taking place in connection with the Proposal, shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, all to the fullest extent permitted by governing law; provided that nothing herein will waive, discharge, release, cancel or bar (a) the right to enforce the Company’s obligations under the Proposal, or (b) any D&O Claim that is not permitted to be released pursuant to section 50(14) of the Act.

ARTICLE 9 CONSENTS WAIVERS AND AGREEMENTS

9.1 Consent and Waiver

On the Effective Date, all Creditors shall be deemed to have consented and agreed to all of the provisions of the Proposal in its entirety. Each Creditor will be deemed to have waived any default by the Company in any provision, express or implied or in any agreement (other than the Proposal) existing between the Creditor and the Company that occurred on or prior to the Effective Date. Each Creditor will be deemed to have agreed that, to the extent there is any conflict between the provisions of any such agreement and the provisions of the Proposal, the provisions of the Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

ARTICLE 10 GENERAL

10.1 Post-filing Claims

Post-filing Claims shall be paid in full by the Company in the ordinary course of business, and on regular trade terms, prior to the payment of the Sponsor Funds to the Proposal Trustee.

10.2 Reviewable Transactions

The provisions of Sections 95 to 101, inclusively, of the Act and any similar provision of any federal or provincial statute shall not apply to this Proposal.

10.3 Paramountcy

From and after the Effective Date, any conflict between the covenants, warranties, representations, terms, conditions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, by-laws of the Company, lease or other agreement, whether written or oral, and any and all amendments or supplements thereto existing between any third party and the Company as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of the Proposal, which shall take precedence and priority.

10.4 Further Assurances

Each of the Persons named or referred to in, or subject to, this Proposal will execute and deliver all such documents and instruments and do all such actions and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated herein.

10.5 Governing Law

This Proposal will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

10.6 Report of the Proposal Trustee

The Proposal Trustee will prepare a report on the Proposal, which will be filed with the Official Receiver and the Court and distributed to Creditors pursuant to the Act.

10.7 Annulment

If the Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of the applicable Creditors.

ARTICLE 11 **CONSENT OF THE PROPOSAL TRUSTEE**

11.1 Consent to Filing

The Proposal Trustee hereby consents to the filing of this Proposal.

[signature page follows]

DATED at Toronto, Ontario, Canada as of the date first written above.

GEOX CANADA INC.

By: Gino Stinziani

Name: Gino Stinziani

Title: Director

The filing of this Proposal, as amended by the Company, is consented to by Richter Advisory Group Inc., in its capacity as trustee *in re* the Proposal of the Company, and not in its personal capacity.

RICHTER ADVISORY GROUP INC., in its capacity as trustee *in re* the Proposal of Geox Canada Inc. and not in its personal capacity

By: 

Name: Adam Sherman, MBA, CIRP, LIT

Title: Senior Vice President

By: 

Name: Adam Zeldin, CPA, CA, CIRP, LIT

Title: Senior Associate

Schedule A

CONVENIENCE CREDITOR ELECTION

TO: RICHTER ADVISORY GROUP INC., in its capacity as Proposal Trustee of Geox Canada Inc. (“Geox Canada”)

In connection with the Proposal of Geox Canada pursuant to the *Bankruptcy and Insolvency Act* (Canada) dated January 8, 2021 and amended January 18, 2021 (as may be further amended, restated, modified and/or supplemented from time to time, the “**Proposal**”) the undersigned hereby elects to be treated for all purposes under the Proposal as a Convenience Creditor and thereby to receive CAD\$2,000 in full and final satisfaction of its Proven Claim(s) irrespective of the amount of its Proven Claim. The undersigned hereby acknowledges and confirms that it shall be deemed to vote its Proven Claim(s) in favour of the Proposal at the Creditors’ Meeting.

For the purposes of this Convenience Creditor Election, capitalized terms used but not defined herein have the meanings ascribed to them in the Proposal.

A Convenience Creditor Election, once duly completed, dated and signed must be sent by e-mail, or only if it cannot be sent by e-mail, delivered to the Proposal Trustee in each case so that it is received by no later than 5:00 p.m. (Toronto Time) on January 27, 2021.

By e-mail: kho@richter.ca

By mail, courier, fax:

Richter Advisory Group Inc.
181 Bay Street, #3510
Bay Wellington Tower
Toronto, Ontario, Canada
M5J 2T3
Attention: Adam Zeldin
Fax: (514) 934-8603
Tel: 1-416-488-2345

[Remainder of page intentionally left blank]

DATED at _____ this _____ day of January, 2021.

UNSECURED CREDITOR'S SIGNATURE:

(Print Legal Name of Unsecured Creditor)

(Print Legal Name of Assignee, if Applicable)

(Signature of the Unsecured Creditor/Assignee or an
Authorized Signing Officer of the Unsecured
Creditor/Assignee)

(Print Name and Title of Authorized Signing Officer of
the Unsecured Creditor/Assignee, if Applicable)

(Mailing Address of the Unsecured Creditor/Assignee)

(E-mail of the Unsecured Creditor/Assignee or
Authorized Signing Officer of the Unsecured
Creditor/Assignee)