

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

**MOTION RECORD OF THE PROPOSAL TRUSTEE
(returnable February 23, 2021)**

February 12, 2021

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Barristers and Solicitors
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Richter Advisory Group Inc.

TO: ENCLOSED SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS
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TAB 1

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SUPERIOR COURT OF JUSTICE
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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

**NOTICE OF MOTION
(returnable February 23, 2021)**

Richter Advisory Group Inc. (“**Richter**”), in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”) of Geox Canada Inc. (the “**Company**”), will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on Tuesday, February 23, 2021, at 12:30 p.m., or as soon after that time as the motion can be heard, via Zoom at Toronto, Ontario. The Zoom meeting details are attached as Schedule “A” hereto. Please advise Daniel Richer by email (dricher@fasken.com) if you intend to attend the hearing.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR an order, substantially in the form attached hereto as Schedule “B”,
inter alia:

- (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;
- (b) approving the amended proposal, dated January 18, 2021 (the “**Proposal**”), filed by the Company pursuant to Part III of the *Bankruptcy and Insolvency Act*, RSC

1985, c B-3, as amended (the “**BIA**”) and approved by the requisite majorities of the Company’s creditors;

- (c) approving the Fourth Report of the Proposal Trustee dated February 12, 2021 (the “**Fourth Report**”), and the activities, actions and conduct of the Proposal Trustee described therein;
- (d) approving the fees and disbursements of the Proposal Trustee and its legal counsel to and including January 31, 2021, in the total amounts of \$316,566.64 and \$92,351.94, respectively (both amounts excluding applicable sales taxes);
- (e) terminating the Administration Charge (as defined below) upon the Proposal Trustee filing a certificate certifying that provision has been made for the satisfaction of the amounts secured by the Administration Charge; and
- (f) such further and other relief as counsel may advise, and this Court may permit.

1. **THE GROUNDS FOR THE MOTION ARE:**

- (a) the Company is a Canadian subsidiary of an Italian retail business focused on the distribution and sale of footwear and outerwear;
- (b) the Company, like many retailers, experienced declining revenue in recent months, which was exacerbated by economic issues related to the COVID-19 pandemic;
- (c) on September 8, 2020 (the “**Filing Date**”), the Company filed a Notice of Intention to Make a Proposal under the BIA (the “**NOI Proceedings**”), and Richter was named as the Proposal Trustee;

- (d) on October 6, 2018, the Court made an Order, which, *inter alia*, approved a charge of \$150,000 in favour of the Proposal Trustee, its counsel, and counsel to the Company (collectively, the “**Restructuring Professionals**”) as security for their professional fees and disbursements (the “**Administration Charge**”), authorized and directed the Company to pay the accounts of the Restructuring Professionals for work performed in connection with the NOI Proceedings and extended the time for the Company to file a proposal to November 22, 2020;
- (e) on November 20, 2020, the Court made an order, which, *inter alia*, extended the time for the Company to file a proposal to January 6, 2021;
- (f) on January 4, 2021, the Court made an order, which, *inter alia*, extended the time for the Company to file a proposal to February 20, 2021;
- (g) on January 8, 2021, the Company lodged an initial version of the Proposal with the Proposal Trustee, which was subsequently amended and filed with the Office of the Superintendent of Bankruptcy on January 18, 2021;
- (h) on January 28, 2021, the Proposal Trustee convened a meeting of the Company’s creditors to consider and vote on the Proposal (the “**Creditors’ Meeting**”);
- (i) the Proposal was approved by creditors representing 97% in number and 99% in dollar value of those creditors in attendance at the Creditors’ Meeting, which satisfies the statutory requirements under the BIA for acceptance of a Proposal by creditors;

- (j) the Proposal Trustee is of the view that the Proposal is reasonable, was calculated for the benefit of the general body of creditors and was made in good faith;
- (k) the details of the Proposal are discussed in greater detail in the Fourth Report (and, specifically, in the Report of the Proposal Trustee on Proposal, as defined in and appended as Appendix “F” to the Fourth Report), including that the Proposal offers a greater and more certain recovery to the Company’s creditors than they would receive in a bankruptcy;
- (l) the Proposal Trustee has filed with the Court its Fourth Report, outlining, *inter alia*:
 - (i) the creditors’ approval of the Proposal;
 - (ii) the activities, actions and conduct of the Proposal Trustee since the Third Report of the Proposal Trustee dated December 22, 2020;
 - (iii) the fees and disbursements of the Proposal Trustee and its legal counsel to January 31, 2021, in the total amounts of \$316,566.64 and \$92,351.94, respectively (both amounts excluding applicable sales taxes); and
 - (iv) its recommendations with respect to Court approval of the Proposal and the termination of the Administration Charge;
- (m) the Proposal Trustee recommends the approval of the Proposal and the other relief described in the Fourth Report;
- (n) since the Filing Date, the Proposal Trustee believes that the Company has been acting diligently and in good faith in its conduct of business and in these NOI

Proceedings, as well as in its dealings with the Proposal Trustee and the Company's creditors, and in the crafting of the Proposal;

- (o) the terms of the Proposal are fair and reasonable;
- (p) sections 58, 59 and 60 of the BIA;
- (q) rules 1.04, 2.03, 3.02 and 37 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, as amended; and
- (r) such further and other grounds as counsel may advise, and this Court may permit.

2. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) the Fourth Report; and
- (b) such further and other material as counsel may advise, and this Court may permit.

February 12, 2021

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
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Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

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Tel: (416) 865 4445

Counsel to the Proposal Trustee,
Richter Advisory Group Inc.

TO: ATTACHED SERVICE LIST

SCHEDULE “A”

ZOOM MEETING DETAILS

Join Zoom Meeting

Phone one-tap: Canada: [+14388097799](tel:+14388097799) or [+15873281099](tel:+15873281099)

Meeting URL: <https://fasken.zoom.us/j/97583723477>

Meeting ID: 975 8372 3477

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: Canada: +1 438 809 7799 or +1 587 328 1099 or +1 647 374 4685 or +1 647 558 0588 or +1 778 907 2071 or +1 204 272 7920
 United Kingdom: +44 208 080 6592 or +44 330 088 5830 or +44 131 460 1196 or +44 203 481 5237 or +44 203 481 5240 or +44 203 901 7895 or +44 208 080 6591
 South Africa: +27 87 551 7702 or +27 21 426 8190 or +27 21 426 8191 or +27 87 550 3946
 US: +1 301 715 8592 or +1 312 626 6799 or +1 346 248 7799 or +1 669 900 6833 or +1 929 205 6099 or +1 253 215 8782

Meeting ID: 975 8372 3477

Join from an H.323/SIP room system

H.323: 162.255.37.11 (US West)
 162.255.36.11 (US East)
 213.19.144.110 (Amsterdam Netherlands)
 213.244.140.110 (Germany)
 69.174.57.160 (Canada)

Meeting ID: 975 8372 3477

SIP: 97583723477@zoomcrc.com

Skype for Business (Lync)

<https://fasken.zoom.us/skype/97583723477>

SCHEDULE “B”**DRAFT ORDER**

[see attached]

Court File No. 32-2670414
Estate No.: 32-2670414

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	TUESDAY, THE 23 RD DAY
)	
JUSTICE HAINEY)	OF FEBRUARY, 2021

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

ORDER

THIS MOTION, made by Richter Advisory Group Inc., in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Geox Canada Inc. (the “**Company**”), for an order pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), *inter alia*, (i) approving the amended proposal of the Company filed with the Official Receiver on January 18, 2021 attached hereto as Appendix “A” (the “**Proposal**”); (ii) approving the Fourth Report of the Proposal Trustee dated February 12, 2021 (the “**Fourth Report**”) and the activities, actions and conduct of the Proposal Trustee described therein; (iii) approving the fees and disbursements of the Proposal Trustee and counsel to the Proposal Trustee; and (iv) terminating the charge of \$150,000 in favour of the Proposal Trustee, its counsel, and counsel to the Company as security for their professional fees and disbursements (the “**Administration Charge**”) upon the Proposal Trustee filing a certificate certifying that provision has been made for the satisfaction of the amounts secured by the Administration Charge, was heard this day via Zoom at Toronto, Ontario.

ON READING the Fourth Report and the appendices thereto and on hearing the submissions of counsel for the Proposal Trustee and counsel for the Company, and any other parties or counsel listed on the counsel slip, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Maryam Tabatabaei sworn February 12, 2021, filed, and having determined that (i) the Proposal has been accepted by the required majority of creditors voting at the meeting of creditors held on January 28, 2021; (ii) the terms of the Proposal are reasonable and calculated to benefit the general body of creditors; and (iii) that no offences or facts have been proved to justify the Court in withholding its approval of the Proposal:

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Proposal.

SERVICE

2. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record be and is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF PROPOSAL

3. **THIS COURT ORDERS** that the Proposal be and is hereby approved.

4. **THIS COURT ORDERS** that, as of the Effective Date at the time or times and in the manner set forth in the Proposal: (i) the Proposal and all associated steps, compromises,

settlements, satisfactions, releases, discharges, transactions and arrangements effected thereby are approved, binding and effective in accordance with the provisions of the Proposal and the BIA; and (ii) the treatment of the Claims of all creditors affected by the Proposal (“**Affected Creditors**”) under the Proposal shall be final and binding for all purposes and enure to the benefit of the Company, all Affected Creditors, the Directors, the Officers, and all other Persons named or referred to in the Proposal, or subject to the Proposal, and their respective heirs, executors, administrators and other legal representatives, successor and assigns.

5. **THIS COURT ORDERS** that the Proposal Trustee be and is hereby authorized, directed and empowered to perform its functions and to fulfill its obligations under the Proposal to facilitate the implementation of the Proposal.

6. **THIS COURT ORDERS** that the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

APPROVAL OF THE FOURTH REPORT

7. **THIS COURT ORDERS** that the Fourth Report and the actions, activities and conduct of the Proposal Trustee described therein be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF PROFESSIONAL FEES

8. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee and its legal counsel, Fasken Martineau DuMoulin LLP, in the total amounts of \$316,566.64 and \$92,351.94, respectively (both amounts excluding applicable sales taxes), as set out in the Fourth

Report and the fee affidavits attached as Appendices “K” and “L” thereto, be and are hereby approved.

TERMINATION OF ADMINISTRATION CHARGE

9. **THIS COURT ORDERS** that the Administration Charge shall terminate, without further order of this Court, upon the Proposal Trustee filing a certificate substantially in the form attached hereto as Appendix “B” certifying that provision has been made for the satisfaction of the amounts secured by the Administration Charge.

GENERAL

10. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada and as against all Persons whom it may otherwise be enforced.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada, in the United States or in Italy, to give effect to this Order and to assist the Company, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that each of the Company and the Proposal Trustee be at liberty and are authorized and empowered to apply to any court, tribunal, regulatory or administrative

body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in any jurisdiction outside of Canada.

APPENDIX "A"*PROPOSAL**[to be attached]*

APPENDIX "B"

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

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

(A) On September 8, 2020, Geox Canada Inc. (the "**Company**") filed a Notice of Intention to File a Proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**NOI Proceedings**"), and Richter Advisory Group Inc. was named as the proposal trustee in the NOI Proceedings (in such capacity, the "**Proposal Trustee**").

(B) Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made October 6, 2020 (the "**Administration Order**"), the Court approved, *inter alia*, the Administration Charge (as defined in the Administration Order).

(C) Pursuant to an Order of the Court made February 23, 2021 (the "**Proposal Approval Order**"), the Court ordered that the Administration Charge shall terminate, without further Order of this Court, upon the Proposal Trustee filing a certificate certifying that provision has been made for the satisfaction of the amounts secured by the Administration Charge.

(D) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Proposal Approval Order.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. provision has been made for the satisfaction of the amounts secured by the Administration Charge; and
2. this Certificate was delivered by the Proposal Trustee on the _____ day of _____, 2021.

RICHTER ADVISORY GROUP INC., solely in its capacity as the Proposal Trustee of Geox Canada Inc., and not in any other capacity

Per: _____
Name:
Title:

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

Court File No. 32-2670414

Estate No.: 32-2670414

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

ORDER

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Counsel to the Proposal Trustee,
Richter Advisory Group Inc.

TAB 2

Court File No.: 32-2670414
Estate No.: 32-2670414

GEOX CANADA INC.

**FOURTH REPORT OF RICHTER ADVISORY GROUP INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE
NOTICE OF INTENTION TO MAKE A PROPOSAL OF
GEOX CANADA INC.**

FEBRUARY 12, 2021

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APPENDIX "A" – Stay Extension Order dated October 6, 2020

APPENDIX "B" – Stay Extension Order dated November 20, 2020

APPENDIX "C" – Stay Extension Order dated January 4, 2021

APPENDIX "D" – The Proposal

APPENDIX "E" – Third Report of the Proposal Trustee dated December 22, 2020 (without appendices)

APPENDIX "F" – Report on the Company's Financial Circumstances and the Proposal dated January 18, 2021

APPENDIX "G" – Statement of Affairs sworn January 8, 2021

APPENDIX "H" – Creditors Meeting Notice

APPENDIX "I" – Court Approval Hearing Notice

APPENDIX "J" – Minutes of the Creditors Meeting

APPENDIX "K" – Affidavit of Gilles Benchaya sworn February 12, 2021

APPENDIX "L" – Affidavit of Dylan Chochla sworn February 10, 2021

Court File No.: 32-2670414
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ONTARIO
SUPERIOR COURT OF JUSTICE
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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

FOURTH REPORT OF RICHTER ADVISORY GROUP INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE
NOTICE OF INTENTION TO MAKE A PROPOSAL OF
GEOX CANADA INC.

FEBRUARY 12, 2021

I. INTRODUCTION

1. On September 8, 2020 (the **"Filing Date"**), Geox Canada Inc. (**"Geox Canada"** or the **"Company"**) filed a Notice of Intention to Make a Proposal (**"NOI"**) pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B.-3, as amended (the **"BIA"**), and Richter Advisory Group Inc. (**"Richter"**) was appointed as proposal trustee (in such capacity, the **"Proposal Trustee"**). The NOI proceedings commenced by Geox Canada under the BIA are herein referred to as the **"NOI Proceedings"**.
2. The primary objectives of the NOI Proceedings were to: (i) stabilize Geox Canada'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.
3. On October 6, 2020, the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) issued an order (the **"October 6 Stay Extension Order"**), which, among other things, granted:
 - (i) a priority charge over the Company's property, assets and undertaking in the principal amount of \$150,000 to secure the fees and disbursements of the Proposal Trustee, the Proposal Trustee's legal counsel, Fasken Martineau DuMoulin LLP (**"Fasken"**), and the Company's legal counsel, Aird & Berlis LLP (**"A&B"**), pursuant to section 64.2 of the BIA (the **"Administration Charge"**); and
 - (ii) an extension to the Company of the time to file its proposal from October 8, 2020 to November 22, 2020 (the **"Proposal Period"**).

A copy of the October 6 Stay Extension Order is attached hereto as **Appendix "A"**.
4. On November 20, 2020 (the **"November 20 Stay Extension Order"**) and January 4, 2021 (the **"January 4 Stay Extension Order"**), the Court issued orders, which, among other things, granted extensions of the Proposal Period, first to January 6, 2021 and then to February 20, 2021. Copies of the November 20 Stay Extension Order and January 4 Stay Extension Order are attached hereto as **Appendix "B"** and **Appendix "C"**, respectively.
5. On January 8, 2021, the Company lodged a proposal with the Proposal Trustee, which was filed with the Office of the Superintendent of Bankruptcy (the **"Superintendent"**) on that date (the **"Initial Proposal"**). The Company subsequently amended certain terms of the Initial Proposal and lodged the amended proposal (the **"Proposal"**) with the Proposal Trustee. The Proposal was filed with the Superintendent on January 18, 2021. A copy of the Proposal is attached hereto as **Appendix "D"**.

6. The Proposal Trustee has filed the following reports with this Court to provide the Court with updates on the NOI Proceedings:

- (i) the first report dated October 1, 2020 (the “**First Report**”), which was filed with the Court to, among other things, provide background information on the Company and events leading to the NOI Proceedings, discuss the Company’s post-filing strategy, provide an update on the activities of the Proposal Trustee since the Filing Date and support the Company’s request for the October 6 Stay Extension Order;
- (ii) the second report dated November 17, 2020 (the “**Second Report**”), which was filed with the Court to, among other things, provide an update on the activities of the Proposal Trustee since the First Report and support the Company’s request for the November 20 Stay Extension Order; and
- (iii) the third report dated December 22, 2020 (the “**Third Report**”, and collectively with the First Report and the Second Report, the “**Prior Reports**”), which was filed with the Court to, among other things, provide an update on the activities of the Proposal Trustee since the Second Report and support the Company’s request for the January 4 Stay Extension Order. A copy of the Third Report (without appendices) is attached hereto as **Appendix “E”**.

Copies of the Prior Reports (with appendices) and other materials pertaining to the NOI Proceedings are available on the Proposal Trustee’s website at <https://www.richter.ca/insolvencycase/geox-canada-inc/> (the “**Case Website**”).

7. In addition to the Prior Reports, the Proposal Trustee prepared a report on the Company’s financial circumstances and the Proposal (the “**Report of the Proposal Trustee on Proposal**”), pursuant to section 50(10)(b) of the BIA. The Report of the Proposal Trustee on Proposal, which was mailed to the Company’s creditors on January 18, 2021 (in advance of the Creditors Meeting (as hereinafter defined)), contained a summary of the terms of the Proposal and the Proposal Trustee’s comments on the Proposal. A copy of the Report of the Proposal Trustee on Proposal is attached hereto as **Appendix “F”**.

II. PURPOSE OF THE FOURTH REPORT

8. The purpose of this fourth report of the Proposal Trustee (the “**Fourth Report**”) is to provide the Court with information pertaining to the following:

- (i) the activities of the Proposal Trustee since the date of the Third Report;
- (ii) an update on matters concerning the Company’s negotiations with its various landlords and the finalization of amendments to the Company’s remaining lease portfolio;
- (iii) the key terms of the Proposal;

- (iv) the meeting of creditors held on January 28, 2021 to consider and vote on the Proposal (the “**Creditors Meeting**”), including the results thereof; and
- (v) the Proposal Trustee’s recommendation that this Court grant an order:
 - (a) approving the Proposal;
 - (b) approving this Fourth Report, as well as the activities, actions and conduct of the Proposal Trustee set out herein;
 - (c) approving the Proposal Trustee’s fees and disbursements for the period from May 13, 2020 to January 31, 2021 and those of Fasken for the period from September 9, 2020 to January 31, 2021; and
 - (d) terminating the Administration Charge upon the Proposal Trustee filing a certificate (the “**Proposal Trustee’s Charge Termination Certificate**”) certifying that provisions have been made for the satisfaction of the amounts secured by the Administration Charge.

III. TERMS OF REFERENCE

9. In preparing this Fourth Report, the Proposal Trustee has relied upon certain unaudited, draft, and / or internal financial information prepared by representatives of the Company, the Company’s books and records, and discussions with representatives of the Company and the Company’s legal counsel (collectively, the “**Information**”). In accordance with industry practice, except as otherwise described in this Fourth Report, the Proposal Trustee has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, the Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
10. Parties relying on this Fourth Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes, and consequently should not be used for any other purpose.
11. Unless otherwise noted, all monetary amounts contained in this Fourth Report are expressed in Canadian dollars.
12. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Proposal.

IV. ACTIVITIES OF THE PROPOSAL TRUSTEE

13. The Proposal Trustee’s activities since the Third Report have included, *inter alia*, the following:

- (i) maintaining the Case Website;
- (ii) implementing procedures for the monitoring of the Company's sales and cash flows and for ongoing reporting of variances to the Second Extended Cash Flow Forecast (as defined in the Third Report);
- (iii) attending before the Court in connection with the January 4 Stay Extension Order;
- (iv) maintaining and updating an analysis of the potential claims against the Company in connection with assisting with the formulation of the Proposal;
- (v) assisting the Company with the preparation of a forecast of the Company's receipts and disbursements (the "**Proposal Cash Flow Forecast**") for the period from January 2, 2021 to February 6, 2021, as well as related reports pursuant to section 50(6) of the BIA;
- (vi) meeting and corresponding with the Company and A&B regarding cash management, supplier issues, landlord matters, matters in connection with the development and finalization of the Proposal, the Proposal Cash Flow Forecast and various other matters in connection with the Company's operations and the NOI Proceedings;
- (vii) responding to calls and enquiries from creditors, former employees and other stakeholders in connection with the NOI Proceedings and the terms of the Proposal;
- (viii) filing, on January 8, 2021 and January 18, 2021, the Initial Proposal and the Proposal, respectively, with the Superintendent;
- (ix) preparing the Company's statement of affairs (the "**SOA**"), sworn January 8, 2021, detailing, among other things, Geox Canada's assets and liabilities. A copy of the SOA is attached hereto as **Appendix "G"**;
- (x) preparing the Report of the Proposal Trustee on Proposal;
- (xi) mailing, on January 18, 2021, to the Company, the Superintendent and every known creditor affected by the Proposal, a creditors package (the "**Creditors Package**") containing:
 - (a) a notice (the "**Creditors Meeting Notice**"), in accordance with section 51(1) of the BIA, of the calling of the Creditors Meeting. A copy of the Creditors Meeting Notice (excluding exhibits) is attached hereto as **Appendix "H"**;
 - (b) the Proposal, the SOA and the Report of the Proposal Trustee on Proposal; and
 - (c) a proof of claim form, instruction sheet, proxy form, voting letter and Convenience Creditor Election;

- (xii) posting the Creditors Package on the Case Website;
- (xiii) convening, on January 28, 2021, and assisting with the administration of the Creditors Meeting, which was presided over by a representative of the Superintendent;
- (xiv) applying, via Fasken, within the prescribed time period, for an appointment for a hearing of the application for the Court's approval of the Proposal;
- (xv) mailing a notice (the "**Court Approval Hearing Notice**"), on February 8, 2021, to the Company, the Superintendent and the Company's creditors of the date, time and place of the application to the Court to approve the Proposal. A copy of the Court Approval Hearing Notice is attached hereto as **Appendix "I"**;
- (xvi) reviewing materials filed with the Court in respect of the NOI Proceedings; and
- (xvii) drafting this Fourth Report, a copy of which will be forwarded to the Superintendent, as provided for pursuant to the BIA.

V. UPDATE ON THE COMPANY'S LANDLORD MATTERS

14. As noted in the Prior Reports, as part of its larger restructuring strategy, during the NOI Proceedings, the Company (i) exited eight of its thirty retail stores either by way of disclaimer or termination of the corresponding lease; and (ii) with the support of its advisors, engaged in negotiations with its landlords to obtain certain rent concessions and mutually acceptable amendments in respect of its remaining lease agreements. As of the date of the Third Report, the Company had finalized or was in the process of finalizing amending agreements with its landlords for these remaining locations.
15. In consideration of the progress made with respect to Geox Canada's restructuring of its lease portfolio and landlord negotiations, the Company was, at the date of the Third Report, in a position to finalize the terms of a proposal to its creditors. However, as the Company was still in the process of preparing the required documentation to formalize the various lease amendments, Geox Canada sought, and the Court granted, the January 4 Stay Extension Order. It was the Company's intention to file the Proposal shortly thereafter.
16. The Proposal Trustee has been advised by the Company that, as of the date of this Fourth Report, the Company has finalized amending agreements with all but one of its landlords in respect of its remaining leases. The Proposal Trustee has been further advised by the Company that negotiations with the one remaining landlord are ongoing, with a view to finalizing an amending agreement prior to the date of the Court hearing for the within motion. The Proposal Trustee will provide the Court with an update on the outcome of these negotiations at the hearing.

VI. UPDATE ON THE PROPOSAL

17. As noted above, the Initial Proposal was filed with the Superintendent on January 8, 2021. The terms of the Initial Proposal provided for, among other things, a payment in the amount of \$400,000 (the “**Initial Sponsor Funds**”) to fund a distribution to Proven Creditors.
18. Following discussions among the Company, the Proposal Trustee and their respective legal counsel with respect to the proposed distributions under the Initial Proposal to Unsecured Creditors, which included two (2) entities related to the Company, the Company amended certain terms of the Initial Proposal and lodged the Proposal with the Proposal Trustee. As noted above, the Proposal was filed with the Official Receiver on January 18, 2021. The Proposal provides for the following amendments to the Initial Proposal:
 - (i) Two (2) entities related to the Company, S&A Distribution, Inc. (“**S&A**”) and Xlog Srl (“**Xlog**”), were added as entities listed in the definition of Related Persons under the Proposal and are, for additional clarity, to be treated as Unsecured Creditors for distribution purposes; and
 - (ii) The amount of the Initial Sponsor Funds was increased from \$400,000 to \$475,000 (the “**Sponsor Funds**”), such that the estimated net distribution to arms-length Unsecured Creditors would be unaffected by the inclusion of S&A and Xlog as Unsecured Creditors under the Proposal.
19. All other terms of the Proposal remained unchanged from the Initial Proposal.
20. The key terms of the Proposal are discussed in the Report of the Proposal Trustee on Proposal (see Appendix “F”). At a high level, the Proposal provides for the distribution of the Sponsor Funds to Proven Creditors in a manner that, in the opinion of the Proposal Trustee, would result in Proven Creditors deriving a greater benefit from the distribution contemplated by the Proposal than they would otherwise receive from a bankruptcy of the Company. In that regard, and as set out below and in the Proposal, Geox S.p.A., the Company’s ultimate parent and the Proposal sponsor (“**Topco**” or the “**Sponsor**”), has agreed to postpone approximately \$6.0 million of its unsecured claims against the Company, which includes Unsecured Claims that it had purchased from certain trade creditors of the Company, if the Proposal (i) is approved by the creditors and the Court and (ii) is implemented.
21. Provided that the Proposal is approved by the Court (after having been approved by the required majorities of the Company’s Unsecured Creditors), the Sponsor, at the direction of the Company (as acknowledged by the Sponsor pursuant to a Direction and Acknowledgement dated February 12, 2021 (the “**Direction and Acknowledgement**”), executed by and agreed to between the Sponsor and the Company), shall pay the Sponsor Funds to the Proposal Trustee by no later than five (5) Business Days following the date of the Proposal Approval Order, if granted by the Court.

22. Upon the Sponsor remitting the Sponsor Funds to the Proposal Trustee in accordance with the Proposal and the Direction and Acknowledgement, the Company, its successors and assigns, and their directors shall be deemed to have fully satisfied the terms of the Proposal.
23. The Proposal provides for a full and final release and discharge of all claims against the Company and certain claims that could be asserted against the Company's directors/officers (collectively, the "**Releases**"), which Releases are operative upon the Effective Date, being two (2) Business Days following the satisfaction of the conditions listed in Article 4 of the Proposal.
24. Prior to the Creditors Meeting, the Proposal Trustee conducted a review of the Company's assets and the estimated value thereof, the liabilities of the Company and causes of the Company's insolvency. In addition, the Proposal Trustee performed an investigation regarding the Company's conduct in accordance with, among other things, sections 50(10)(b) of the BIA. A summary of the Proposal Trustee's findings is set out in the Report of the Proposal Trustee on Proposal. In connection with the foregoing, the Proposal Trustee is of the opinion that:
 - (i) the assets of the Company and their fair realizable value are as reflected on the SOA;
 - (ii) the liabilities of the Company are materially consistent with the liabilities as reflected on the SOA;
 - (iii) based on information provided by the Company, and as discussed in the Prior Reports and the Report of the Proposal Trustee on Proposal, the Company experienced significant financial difficulties due to a combination of factors, including market challenges, unsuccessful promotional campaigns in the wholesale channel, overstocking of inventory, onerous overhead costs and, most recently, the devastating impacts of the COVID-19 pandemic on the retail industry generally;
 - (iv) for the reasons set out in the Report of the Proposal Trustee on Proposal, the exclusion of sections 95 to 101 of the BIA from the Proposal (as specified in the Proposal), is reasonable; and
 - (v) the Proposal Trustee is not aware of any facts, pursuant to section 173 of the BIA, which may be proved against the Company.
25. The Proposal Trustee is further of the opinion that the Proposal is advantageous for the Company's Unsecured Creditors for the following reasons:
 - (i) if the Proposal is not approved by the Court, the Company will become bankrupt. In such a scenario, it is unlikely that any funds would be available for distribution to the Unsecured Creditors as the expected realizations from the Company's assets as noted on the SOA would result in a shortfall to Topco in respect of its Secured Claim;

- (ii) the Proposal Trustee understands that, if the Proposal is not implemented and the Company is deemed bankrupt, the Sponsor would pursue recovery of its full Unsecured Claim against the Company, which, subject to section 137(1) of the BIA, would reduce recoveries for arms-length Unsecured Creditors, in the unlikely scenario whereby funds would be available for distribution to them. For the purposes of section 137(1) of the BIA, nothing has come to the Proposal Trustee's attention to suggest that the unsecured transactions between the Company and Topco were improper; and
- (iii) the Proposal, if approved by the Court, will result in a going concern solution for the Company that will benefit the Company's stakeholders generally, including continued employment for a substantial majority of the Company's employees, an ongoing tenant for its landlords, and a customer for its suppliers.

VII. MEETING OF CREDITORS

- 26. The Creditors Meeting was held on January 28, 2021 and presided over by a representative of the Superintendent.
- 27. At the Creditors Meeting, the Proposal was accepted by the Required Majority of Proven Claims of Creditors entitled to vote at the Creditors Meeting, as set out in the table below:

Votes For		Votes Against	
Number	29	Number	1
Percentage in Number	97%	Percentage in Number	3%
Dollar Value	5,359,714	Dollar Value	72,608
Percentage in Dollar Value	99%	Percentage in Dollar Value	1%

- 28. No inspectors were appointed at the Creditors Meeting.
- 29. A copy of the minutes of the Creditors Meeting is attached hereto as **Appendix "J"**.

VIII. THE ADMINISTRATION CHARGE

- 30. The October 6 Stay Extension Order granted the Administration Charge in the maximum amount of \$150,000 against the assets of the Company, to secure the fees and disbursements incurred in connection with services rendered to the Company both before and after the commencement of the NOI Proceedings by the following entities: the Proposal Trustee, Fasken and A&B.
- 31. Should the requested relief be granted, there remains considerable work to be done by the Proposal Trustee, Fasken and A&B to implement and carry out the Proposal. As such, in the Proposal Trustee's view, it remains appropriate for the Administration Charge to remain in place until provisions have been made for the satisfaction of the amounts secured by the Administration Charge, at which time, the Proposal Trustee will file the Proposal Trustee's Charge Termination Certificate, terminating the Administration Charge.

IX. PROPOSAL TRUSTEE'S AND ITS LEGAL COUNSEL'S FEES AND DISBURSEMENTS

32. The Proposal Trustee has reported on the status of the NOI Proceedings, including the actions and activities of the Proposal Trustee in connection thereto, from time to time, in the Prior Reports. As detailed in these reports (copies of which are available on the Case Website), to the best of the Proposal Trustee's knowledge, the Proposal Trustee has carried out its duties, as set out in the BIA and the various Orders issued by the Court in respect of the NOI Proceedings.
33. The Proposal Trustee and Fasken have maintained detailed records of their professional time and costs. The Proposal Trustee is seeking the approval of its fees and disbursements for the period from May 13, 2020 to January 31, 2021 (the **"Proposal Trustee Fee Period"**) and those of Fasken for the period from September 9, 2020 to January 31, 2021 (the **"Fasken Fee Period"**) in connection with the performance of their duties prior to and / or during these NOI Proceedings. As noted in the Prior Reports, Richter was previously retained by the Company to act as financial advisor to assist the Company's management and its board of directors in reviewing restructuring alternatives available to the Company as part of its strategic review and planning. In accordance with the Superintendent's directives issued pursuant to the authority of the BIA, the Proposal Trustee is seeking approval of fees incurred prior to the Filing Date in respect of such advisory services.
34. The total fees of the Proposal Trustee during the Proposal Trustee Fee Period amount to \$300,043.65 (net of discounts), together with expenses and disbursements in the amount of \$16,522.99 (both amounts excluding applicable sales taxes) (collectively, the **"Proposal Trustee Fees and Disbursements"**). The time spent by the Proposal Trustee's personnel during the Proposal Trustee Fee Period is more particularly described in the affidavit of Gilles Benchaya, sworn February 12, 2021 in support hereof and attached as **Appendix "K"** to this Fourth Report (the **"Benchaya Affidavit"**). The Benchaya Affidavit includes a summary of the personnel, hours, and hourly rates charged by the Proposal Trustee during the Proposal Trustee Fee Period. The Benchaya Affidavit also provides a breakdown of the expenses and disbursements incurred during the Proposal Trustee Fee Period.
35. The total fees for services provided by Fasken during the Fasken Fee Period amount to \$91,172.50, together with expenses and disbursements in the amount of \$1,179.44 (both amounts excluding applicable sales taxes) (collectively, the **"Fasken Fees and Disbursements"**). As noted above, the time spent by Fasken's personnel during the Fasken Fee Period is more particularly described in the affidavit of Dylan Chochla, sworn February 10, 2021 in support hereof and attached as **Appendix "L"** to this Fourth Report (the **"Chochla Affidavit"**). Included in the Chochla Affidavit is a summary of the personnel, hours and hourly rates charged by Fasken during the Fasken Fee Period.
36. The Proposal Trustee respectfully submits that the Proposal Trustee Fees and Disbursements and the Fasken Fees and Disbursements are fair and reasonable in the circumstances and have been properly incurred. Accordingly, the Proposal Trustee is seeking approval of the Proposal Trustee Fees and Disbursements and the Fasken Fees and Disbursements.

X. CONCLUSION AND RECOMMENDATION

37. Based on all the foregoing, the Proposal Trustee respectfully recommends that this Court issue an order approving the Proposal, which the Proposal Trustee views as being advantageous to the Company's creditors, and granting the other relief summarized in paragraph 8(v) of this Fourth Report.

All of which is respectfully submitted this 12th day of February, 2021.

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

Per:



Gilles Benchaya, CPA, CA, CIRP, LIT, CPT



Adam Zeldin, CPA, CA, CIRP, LIT

Appendix “A”

Court File No.: 32-2670414
Estate No.: 32-2670414

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAME)	TUESDAY, THE 6 TH
)	
JUSTICE CONWAY)	DAY OF OCTOBER, 2020

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

ORDER
(re Stay Extension and Administration Charge)

THIS MOTION, made by Geox Canada Inc. (the “**Debtor**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), was heard this day via Zoom at Toronto.

ON READING the Motion Record of the Debtor, including the Affidavit of Gino Stinziani sworn September 28, 2020 and exhibits thereto, the First Report of Richter Advisory Group Inc., in its capacity as the Proposal Trustee of the Debtor (in such capacity, the “**Proposal Trustee**”), dated October 1, 2020 (the “**First Report**”), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Debtor and counsel for the Proposal Trustee and all other parties listed on the Counsel Slip, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of Jonathan Yantzi sworn September 28, 2020, filed:

SERVICE

1. **THIS COURT ORDERS AND DECLARES** that the time for service of this Motion, the Motion Record herein and the First Report is abridged and service is validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which appears on the Commercial List website at the following link: <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.
3. **THIS COURT ORDERS** that the E-Service List Keeper (as defined in the Protocol) for the purpose of this proceeding shall be the Proposal Trustee.

APPROVAL OF FIRST REPORT

4. **THIS COURT ORDERS** that the First Report and the conduct and activities of the Proposal Trustee described therein be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

ADMINISTRATION CHARGE

5. **THIS COURT ORDERS** that counsel to the Debtor, the Proposal Trustee and counsel to the Proposal Trustee shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtor as part of the costs of these proceedings. The Debtor is authorized and directed to pay the accounts of the counsel for the Debtor, the Proposal Trustee and counsel for the Proposal Trustee. The Proposal Trustee and its counsel shall be authorized to immediately apply any such payments made by the Debtor to their fees and disbursements and

such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

6. **THIS COURT ORDERS** that the Proposal Trustee and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Proposal Trustee and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

7. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Debtor shall be entitled to the benefit of and are granted a charge (the “**Administration Charge**”), which charge shall not exceed an aggregate amount of \$150,000 on the Debtor’s current and future properties, assets and undertakings of every nature and kind whatsoever and wherever situated, including all proceeds thereof, including any real property of the Debtor (collectively, the “**Property**”), as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after September 8, 2020, being the date that the Debtor commenced these proceedings by Notice of Intention to Make a Proposal. The Administration Charge shall have the priority set out in paragraph 10 hereof.

8. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

9. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and the Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”), in favour of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), except statutory deemed trusts that, at law, rank in priority to all other charges.

10. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtor shall not grant any Encumbrances over any Property that ranks in priority to, or *pari passu* with, any of the Administration Charge, unless the Debtor also obtains the prior written consent of the Proposal Trustee and the beneficiaries of the Administration Charge, or further Order of this Court.

11. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing or deemed filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Debtor of any Agreement to which it is a party;
- (b) the chargees shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting of the creation of the Administration Charge; and
- (c) the payments made by the Debtor pursuant to this Order and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

12. **THIS COURT ORDERS** that the Administration Charge created by this Order over leases of real property in Canada shall only be a charge in the Debtor’s interest in such real property leases.

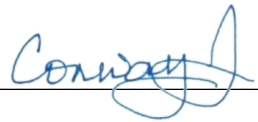
EXTENSION OF PROPOSAL PERIOD

13. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Debtor, including the stay of proceedings, is extended to and including November 22, 2020.

GENERAL

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or Italy, to give effect to this Order and to assist the Debtor, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtor and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Debtor and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that each of the Debtor and the Proposal Trustee be at liberty and is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.



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

Court File No. 32-2670414

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 PROCEEDING COMMENCED AT TORONTO

ORDER
(Stay Extension and Administration Charge)

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41584349.8

Appendix “B”

Court File No.: 32-2670414

Estate No.: 32-2670414

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAME)	FRIDAY, THE 20 TH
)	
JUSTICE DIETRICH)	DAY OF NOVEMBER, 2020

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

**ORDER
(re Stay Extension)**

THIS MOTION, made by Geox Canada Inc. (the “**Debtor**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), was heard this day via Zoom at Toronto.

ON READING the motion record of the Debtor, including the Affidavit of Gino Stinziani sworn November 5, 2020 and exhibits thereto, the second report of Richter Advisory Group Inc., in its capacity as the proposal trustee of the Debtor (in such capacity, the “**Proposal Trustee**”), dated November 17, 2020 (the “**Second Report**”), and on hearing the submissions of counsel for the Debtor and counsel for the Proposal Trustee, and any other parties listed on the Counsel Slip, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of Jonathan Yantzi sworn November 6, 2020, filed:

SERVICE

1. **THIS COURT ORDERS AND DECLARES** that the service of this motion, the motion record herein and the Second Report is validated such that this motion is properly returnable today and hereby dispenses with further service thereof.

- 2 -

APPROVAL OF THE SECOND REPORT

2. **THIS COURT ORDERS** that the Second Report and the actions, activities and conduct of the Proposal Trustee described therein be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

EXTENSION OF PROPOSAL PERIOD

3. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Debtor, including the stay of proceedings, is extended to and including January 6, 2021.

 Dietrich J.

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

Court File No. 32-2670414

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

ORDER
(Stay Extension)

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Counsel to Geox Canada Inc.

Appendix “C”

Court File No.: 32-2670414
Estate No.: 32-2670414

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM)	MONDAY, THE 4TH
)	
JUSTICE CONWAY)	DAY OF JANUARY, 2021

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

**ORDER
(re Stay Extension)**

THIS MOTION, made by Geox Canada Inc. (the “**Debtor**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), was heard this day via Zoom at Toronto.

ON READING the motion record of the Debtor, including the Affidavit of Gino Stinziani sworn December 16, 2020 and exhibits thereto, the third report of Richter Advisory Group Inc., in its capacity as the proposal trustee of the Debtor (in such capacity, the “**Proposal Trustee**”), dated December 22, 2020 (the “**Third Report**”), and on hearing the submissions of counsel for the Debtor and counsel for the Proposal Trustee, and any other parties listed on the Counsel Slip, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of Jonathan Yantzi sworn December 21, 2020, filed:

SERVICE

1. **THIS COURT ORDERS AND DECLARES** that the service of this motion, the motion record herein and the Third Report is validated such that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF THE THIRD REPORT

2. **THIS COURT ORDERS** that the Third Report and the actions, activities and conduct of the Proposal Trustee described therein be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

EXTENSION OF PROPOSAL PERIOD

3. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Debtor, including the stay of proceedings, is extended to and including February 20, 2021.

GENERAL

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or Italy, to give effect to this Order and to assist the Debtor, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtor and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Debtor and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

5. **THIS COURT ORDERS** that each of the Debtor and the Proposal Trustee be at liberty and is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.



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

Court File No. 32-2670414

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 PROCEEDING COMMENCED AT TORONTO

ORDER
(Stay Extension)

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Counsel to Geox Canada Inc.

Appendix “D”

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](tel: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)

Appendix “E”

Court File No. 32-2670414

GEOX CANADA INC.

**THIRD REPORT OF RICHTER ADVISORY GROUP INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE
NOTICE OF INTENTION TO MAKE A PROPOSAL OF
GEOX CANADA INC.**

DECEMBER 22, 2020

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APPENDICES

APPENDIX "A" – Affidavit of Gino Stinziani sworn December 16, 2020 (without exhibits)

APPENDIX "B" – Second Extended Cash Flow Forecast

APPENDIX "C" – Management's Report on the Second Extended Cash Flow Forecast

APPENDIX "D" – Proposal Trustee's Report on the Second Extended Cash Flow Forecast

Court File 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

THIRD REPORT OF RICHTER ADVISORY GROUP INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE
NOTICE OF INTENTION TO MAKE A PROPOSAL OF
GEOX CANADA INC.

DECEMBER 22, 2020

I. INTRODUCTION

1. On September 8, 2020 (the **"Filing Date"**), Geox Canada Inc. (**"Geox Canada"** or the **"Company"**) filed a Notice of Intention to Make a Proposal (**"NOI"**) pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B.-3, as amended (the **"BIA"**), and Richter Advisory Group Inc. was appointed as proposal trustee (in such capacity, the **"Proposal Trustee"**). The NOI proceedings commenced by Geox Canada under the BIA are herein referred to as the **"NOI Proceedings"**.
2. The primary objectives of the NOI Proceedings were, and continue to be, to: (i) stabilize Geox Canada'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.
3. On October 6, 2020, the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) issued an order (the **"October 6 Stay Extension Order"**), which, among other things, granted:
 - (i) a priority charge over the Company's property, assets and undertaking in the principal amount of \$150,000 to secure the fees and disbursements of the Proposal Trustee, the Proposal Trustee's legal counsel, Fasken Martineau DuMoulin LLP (**"Fasken"**), and the Company's legal counsel, Aird & Berlis LLP (**"A&B"**), pursuant to section 64.2 of the BIA; and
 - (ii) an extension to the Company of the time to file its proposal from October 8, 2020 to November 22, 2020 (the **"Proposal Period"**).
4. On November 20, 2020, the Court issued a further order (the **"November 20 Stay Extension Order"**), among other things, extending the Proposal Period to January 6, 2021.
5. This report is the Proposal Trustee's third report to Court (the **"Third Report"**). The Proposal Trustee's first report dated October 1, 2020 (the **"First Report"**) was filed with the Court to, among other things, provide background information on the Company and events leading to the NOI Proceedings, discuss the Company's post-filing strategy, provide an update on the activities of the Proposal Trustee since the Filing Date and support the Company's request for the October 6 Stay Extension Order. The Proposal Trustee's second report dated November 17, 2020 (the **"Second Report"**) was filed with the Court to, among other things, provide an update on the activities of the Proposal Trustee since the First Report and support the Company's request for the November 20 Stay Extension Order. A copy of the First Report, the Second Report, and other materials pertaining to the NOI Proceedings are available on the Proposal Trustee's website at <https://www.richter.ca/insolvencycase/geox-canada-inc/> (the **"Case Website"**).

II. PURPOSE OF THE THIRD REPORT

6. The purpose of this Third Report is to provide the Court with information pertaining to the following:
 - (i) the activities of the Proposal Trustee since the date of the Second Report;
 - (ii) an update on Geox Canada's post-filing restructuring efforts;
 - (iii) the Company's actual receipts and disbursements for the period from November 7, 2020 to December 18, 2020, including a comparison of reported to forecast results; and
 - (iv) the Proposal Trustee's recommendation that this Court grant an order, as requested by the Company:
 - (a) approving a further 45-day extension of the Proposal Period to February 20, 2021 (the "**Extension**"); and
 - (b) approving this Third Report and the activities, actions and conduct of the Proposal Trustee set out herein.

III. TERMS OF REFERENCE

7. In preparing this Third Report, the Proposal Trustee has relied upon certain unaudited, draft, and / or internal financial information prepared by representatives of the Company, the Company's books and records, and discussions with representatives of the Company and the Company's legal counsel (collectively, the "**Information**"). In accordance with industry practice, except as otherwise described in this Third Report, the Proposal Trustee has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, the Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards ("**GAAS**") pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
8. Parties relying on this Third Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes, and consequently should not be used for any other purpose.
9. This Third Report should be read in conjunction with the affidavit of Mr. Gino Stinziani sworn December 16, 2020 (the "**Third Stinziani Affidavit**"), as certain information contained in the Third Stinziani Affidavit has not been included herein in order to avoid unnecessary duplication. A copy of the Third Stinziani Affidavit (without exhibits) is attached hereto as **Appendix "A"**.
10. Unless otherwise noted, all monetary amounts contained in this Third Report are expressed in Canadian dollars.

IV. ACTIVITIES OF THE PROPOSAL TRUSTEE

11. The Proposal Trustee's activities since the Second Report have included, *inter alia*, the following:

- (i) maintaining the Case Website;
- (ii) implementing procedures for the monitoring of the Company's sales and cash flows and for ongoing reporting of variances to the Cash Flow Forecast (as defined in the First Report);
- (iii) assisting the Company with preparing an extended forecast of the Company's receipts and disbursements (the **"Second Extended Cash Flow Forecast"**) for the period from December 19, 2020 to February 26, 2021;
- (iv) preparing an analysis of the potential claims against the Company in connection with assisting with the formulation of the Company's proposal to be filed and presented to its unsecured creditors;
- (v) preparing an analysis setting out the estimated realizations of the Company in a liquidation scenario, and consulting with an experienced liquidator in connection with same (the **"Liquidation Analysis"**);
- (vi) meeting and corresponding with the Company and A&B regarding the Second Extended Cash Flow Forecast, cash management, supplier issues, landlord matters, the Liquidation Analysis, matters in connection with the development of the Company's proposal, and various other matters in connection with the Company's operations and the NOI Proceedings;
- (vii) corresponding with Fasken regarding various matters pertaining to the NOI Proceedings;
- (viii) responding to calls and enquiries from creditors, former employees and other stakeholders in connection with the NOI Proceedings;
- (ix) reviewing materials filed with the Court in respect of the NOI Proceedings;
- (x) attending before the Court in connection with the November 20 Stay Extension Order; and
- (xi) drafting this Third Report.

V. UPDATE ON GEOX CANADA'S POST-FILING RESTRUCTURING EFFORTS

12. As noted in the First Report, Geox Canada has, prior to and since the Filing Date, implemented certain strategic initiatives to address its profitability issues, which were exacerbated by the damaging impacts of COVID-19 on its business, and to work towards a restructuring of the Geox Canada business. Those initiatives include, among others, reducing its retail footprint by exiting certain underperforming stores, negotiating with landlords for rent concessions with respect to its

remaining lease portfolio, and expanding its focus to e-commerce and a multi-channel strategy, supported by a robust marketing plan and new retail concept developed in conjunction with its parent.

13. As noted in the Second Report, in order to reduce its retail footprint as part of its larger restructuring strategy, the Company has exited eight of its thirty retail stores either by way of disclaimer or termination of the corresponding lease. As noted in the Third Stinziani Affidavit, Geox Canada currently has no intention to disclaim any further leases.
14. As noted in the Third Stinziani Affidavit, the Company, with the support of its advisors, has continued to engage in negotiations with its landlords to obtain certain rent concessions and mutually acceptable amendments in respect of its remaining lease agreements. The Proposal Trustee understands that, as of the date of this Third Report, the Company has finalized or is in the process of finalizing amending agreements with its landlords for the remaining locations.
15. The Proposal Trustee understands that, in consideration of the progress made with respect to Geox Canada's restructuring of its lease portfolio and landlord negotiations, the Company is now in a position to finalize the terms of a proposal to its creditors. However, as the Company is still in the process of preparing the required documentation to formalize the various lease amendments, Geox Canada is seeking the Extension. If the Extension is granted, the Proposal Trustee understands that, subject to finalizing the lease amendments, the Company anticipates filing its proposal shortly thereafter.

VI. CASH RECEIPTS AND DISBURSEMENTS FROM NOVEMBER 7 TO DECEMBER 18, 2020

16. As noted in the Second Report, in support of the Company's motion for the November 20 Stay Extension Order, the Company, with the assistance of the Proposal Trustee, prepared, in accordance with Section 50.4(2) of the BIA, an extended cash flow forecast (the "**First Extended Cash Flow Forecast**"), representing a forecast of the Company's projected receipts and disbursements for the period November 7, 2020 to January 21, 2021.
17. The Company has continued to provide the Proposal Trustee with its co-operation and access to its books and records as requested by the Proposal Trustee. The Proposal Trustee has implemented various procedures for monitoring the Company's receipts and disbursements on a weekly basis. The Proposal Trustee has also prepared forecast-to-actual variance analyses with respect to the Company's weekly receipts and disbursements, as compared to the First Extended Cash Flow Forecast.

18. A comparison of the Company's actual cash receipts and disbursements, as compared to the First Extended Cash Flow Forecast for the six-week period from November 7, 2020 to December 18, 2020 (the "Comparison Period"), is summarized as follows:

Geox Canada Inc. For the Period November 7, 2020 - December 18, 2020 CAD\$; unaudited			
Receipts	Actuals	Forecast	Variance
Receipts	3,556,680	3,357,166	199,514
Wage subsidy	290,854	488,480	(197,626)
Total receipts	3,847,535	3,845,646	1,889
Disbursements			
Purchases	-	320,718	320,718
Payroll	758,743	1,040,992	282,249
Operating expense	1,252,184	1,358,741	106,557
Rent	458,627	457,550	(1,077)
Taxes	171,525	186,803	15,278
Professional fees	185,756	285,928	100,172
Total disbursements	2,826,835	3,650,732	823,897
Net cash inflow	1,020,699	194,914	825,785
Opening cash	1,742,440	1,742,440	-
Net cash inflow	1,020,699	194,914	825,785
Credit facility advances	-	-	-
Closing cash	2,763,139	1,937,354	825,785

19. As reflected in the summary table above, the Company reported a net cash inflow of approximately \$1.0 million over the Comparison Period, and the Company had a cash balance of approximately \$2.8 million as at December 18, 2020. The Company has a favourable cash flow variance of approximately \$0.8 million in comparison to the First Extended Cash Flow Forecast during the Comparison Period.
20. The favourable cash flow variance of approximately \$0.8 million pertains principally to the following:
- (i) favourable timing differences primarily attributable to receipts from wholesale channel customers, which were collected faster than anticipated, as well as payment of operating expenses, purchases and professional fees; and
 - (ii) a favourable permanent difference attributable to payroll, resulting from lower than forecasted staff hours at retail stores. The foregoing variance was partially offset by an unfavourable permanent difference attributable to a corresponding reduction in government wage subsidies.
21. The Company has continued to pay post-filing rent and other operating costs in respect of its remaining retail stores and its head office.

VII. EXTENSION OF THE PROPOSAL PERIOD

22. In support of its request for the Extension, the Company, with the assistance of the Proposal Trustee, has prepared the Second Extended Cash Flow Forecast, a copy of which is attached hereto as **Appendix “B”**, and which is summarized below:

Geox Canada Inc. Second Extended Cash Flow Forecast For the Period December 19, 2020 - February 26, 2021 CAD,000's; unaudited	
Receipts	
Wholesale, retail and e-commerce	3,477
CERS subsidy	117
Wage subsidy	500
Total receipts	4,094
Disbursements	
Purchases	686
Payroll	1,399
Operating expense	2,464
Rent	876
Royalties	348
Taxes	410
Professional fees	291
Total disbursements	6,475
Net cash outflow	(2,381)
Opening cash	2,763
Net cash outflow	(2,381)
Closing cash	382

23. The Second Extended Cash Flow Forecast reflects that the Company is projected to have sufficient liquidity to fund both operating costs and the costs of the NOI Proceedings for the period of the Extension, if granted.
24. Management's report on the Cash Flow Forecast as required by Section 50.4(2)(c) of the BIA and the Proposal Trustee's report on the Cash Flow Forecast as required by Section 50.4(2)(b) of the BIA are attached hereto as **Appendix “C”** and **Appendix “D”**, respectively.
25. The Proposal Trustee is of the view that the proposed Extension is appropriate in the circumstances and supports the Company's request for the Extension for the following reasons:
- (i) the Extension will provide the Company, with the assistance of legal counsel and the Proposal Trustee, the opportunity to advance its restructuring plan, including to formalize agreements with its landlords with a view to achieving a viable path forward for those locations;
 - (ii) the Extension will afford the Company the time needed to finalize the terms of its proposal to its creditors;

- (iii) the Company is acting in good faith and with due diligence;
- (iv) it is the Proposal Trustee's view that the Extension will not prejudice or adversely affect any group of creditors, as Geox Canada is projected to have sufficient funds to pay post-filing services and supplies, as contemplated in the Second Extended Cash Flow Forecast; and
- (v) Geox S.p.A., the Company's principal secured lender, is supportive of the Extension.

VIII. CONCLUSION AND RECOMMENDATION

26. Based on the forgoing, the Proposal Trustee respectfully recommends that this Court grant the relief set out in paragraph 6(iv) in this Third Report.

All of which is respectfully submitted this 22nd day of December, 2020.

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

Per:



Gilles Benchaya, CPA, CA, CIRP, LIT, CTP



Adam Zeldin, CPA, CA, CIRP, LIT

Appendix “F”

Court File No. 32-2670414

IN THE MATTER OF THE PROPOSAL OF

GEOX CANADA INC.
OF THE CITY OF MISSISSAUGA
IN THE PROVINCE OF ONTARIO

REPORT OF THE PROPOSAL TRUSTEE ON THE
FINANCIAL SITUATION OF THE DEBTOR AND THE PROPOSAL
(Sections 50(5) and 50(10)(b) of the *Bankruptcy and Insolvency Act*)

This report (the “**Proposal Report**”) provides an outline of the background and financial position of Geox Canada Inc. (“**Geox Canada**” or the “**Company**”), including relevant information that should be of assistance to the Company’s creditors in considering their position with respect to the proposal, as amended, being presented by the Company to its creditors.

The Company lodged a proposal with Richter Advisory Group Inc. (“**Richter**”), in its capacity as the proposal trustee of Geox Canada (in such capacity, the “**Proposal Trustee**”), which was filed with the Official Receiver on January 8, 2021 (the “**Initial Proposal**”). The terms of the Initial Proposal provided for, among other things, a payment in the amount of \$400,000 (the “**Initial Sponsor Funds**”) to fund a distribution to Proven Creditors.

Following discussions among the Company and its legal counsel and the Proposal Trustee and its legal counsel with respect to the proposed distributions under the Initial Proposal to Unsecured Creditors, which included two (2) entities related to the Company, the Company amended certain terms of the Initial Proposal and lodged an amended proposal (the “**Proposal**”) with the Proposal Trustee. The Proposal was filed with the Official Receiver on January 18, 2021. The Proposal provides for the following amendments to the Initial Proposal:

1. Two (2) entities related to the Company, S&A Distribution, Inc. (“**S&A**”) and Xlog Srl (“**Xlog**”) are now listed in the definition of Related Persons under the Proposal and are, for additional clarity, to be treated as Unsecured Creditors for distribution purposes. In accordance with the BIA, S&A and Xlog will not be entitled to vote in favour of the Proposal; and
2. The amount of the Initial Sponsor Funds was increased from \$400,000 to \$475,000 such that the estimated net distribution to arms-length Unsecured Creditors would be unaffected by the inclusion of S&A and Xlog as Unsecured Creditors under the Proposal.

All other terms of the Proposal, which are set out in Section B of this Proposal Report, remain unchanged from the Initial Proposal.

Enclosed herewith are the following documents:

- Notice of Proposal to Creditors;
- Proposal under Part III Division I of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended (the “**BIA**”), lodged by the Company with the Proposal Trustee and filed with the Official Receiver on January 18, 2021;
- The Geox Canada Statement of Affairs sworn January 8, 2021;
- A Proof of Claim form and general Proxy;
- A Voting Letter; and
- A Convenience Creditor Election.

In preparing this Proposal Report, the Proposal Trustee has relied upon unaudited financial information prepared by the Company’s representatives, its books and records, discussions with the Company’s representatives and its legal counsel. The Proposal Trustee has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of such information.

Unless otherwise stated, monetary amounts contained herein are expressed in Canadian dollars. Capitalized terms not otherwise defined in this report have the meanings attributed to such terms in the Proposal.

Section A – Introduction and Background

The Company is a retailer and wholesaler of Geox branded footwear, outerwear, clothing and accessories in Canada. The Company also sells its products through an e-commerce site.

Prior to Geox Canada’s NOI Proceedings (defined and discussed later in this report), Geox Canada operated thirty (30) retail stores across Canada and had approximately 193 employees.

Corporate Structure

Geox Canada is a private company incorporated in 2003 under the *Canada Business Corporations Act*. Geox is extra-provincially registered under the laws of Alberta, British Columbia, Ontario and Quebec, the provinces in which it has a physical presence and carries on business. Its registered office is located at leased premises in Mississauga, Ontario.

Geox Canada is an indirect wholly-owned subsidiary of Geox S.p.A. (“**Topco**” or the “**Sponsor**”), a publicly-traded company formed under the laws of Italy, and the ultimate parent of the Geox global business, comprising several entities located in various jurisdictions around the world.

Historical Overview

Since its incorporation in 2003, the Company has evolved over the years into a profitable business, earning in excess of \$56 million in annual revenue and approximately \$5.7 million in EBITDA during fiscal 2015. However, due to a number of factors, including market challenges, unsuccessful promotional campaigns in the wholesale channel, over-stocking of inventory and onerous overhead costs, the Company’s operations have suffered financial losses since fiscal 2016.

In 2019, Geox Canada attempted to address its profitability and liquidity issues by commencing a comprehensive assessment of its operations and developing / implementing certain strategic initiatives, including, among others, reducing headcount, inventory levels and overhead costs, and hiring a new management team. Unfortunately, these strategic initiatives were unsuccessful and revenue and profitability during fiscal 2019 continued on a downward trajectory.

In early 2020, under the leadership of the new management team, the Company implemented additional strategic initiatives, including a reduction in inventory purchases, a more systematic approach to merchandising and promotional activities aimed at driving better margins, and a continued effort to reduce payroll costs. As a result of the foregoing initiatives, the Company began to experience improvements in profitability. However, like all retailers, the COVID-19 pandemic has had a devastating impact on Geox Canada's financial results for fiscal 2020. The pandemic resulted in the temporary closure of many stores and shopping centres due to shelter in place orders issued by each province across Canada. While these restrictions were lifted and stores reopened temporarily, wholesale revenues were significantly down and foot traffic at Geox Canada stores reduced to approximately 40% to 60% of pre-pandemic levels. The Company's attempts to negotiate with stakeholders prior to the Filing Date (as defined below) in order to minimize the negative financial impacts of COVID-19, including with landlords for rent concessions, were unsuccessful.

Geox Canada's Insolvency Proceedings

As a result of the foregoing, and notwithstanding that the Company has experienced an increase in sales from its e-commerce platform and has benefited from certain government assistance programs to reduce payroll costs, the Company has suffered material decreases to revenues and financial losses, and mounting obligations since the onset of the COVID-19 pandemic.

Over the years, the Company has relied upon support from Topco, and, more recently, has been dependent on such support to fund its ongoing losses and continue operations. However, in light of the unfavourable global impacts of COVID-19 and Geox Canada's declining financial performance, coupled with Geox Canada's inability to secure adequate concessions from its landlords and other stakeholders to minimize the effects of the pandemic on its business, continued funding from Topco was at risk. Without access to this source of critical funding, the Company would be unable to continue operations.

On September 8, 2020 (the "**Filing Date**"), Geox Canada filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to section 50.4(1) of the BIA, and Richter was named as the Proposal Trustee under such NOI proceedings (the "**NOI Proceedings**").

The purpose of the NOI Proceedings was to, among other things, provide a stable environment for Geox Canada to (i) pursue a restructuring of its business, including reducing its retail footprint by exiting certain underperforming stores, negotiating with landlords for rent concessions with respect to its remaining lease portfolio, and shifting its focus to an e-commerce and multi-channel strategy, supported by a robust marketing plan and new retail concept, and (ii) develop a proposal to its creditors.

Since the Filing Date, in order to reduce its retail footprint as part of its larger restructuring strategy, the Company has exited eight (8) of its thirty (30) retail stores either by way of disclaimer in accordance with section 65.2(1) of the BIA or termination of the corresponding lease in accordance with the terms of the lease.

In addition, the Company, with the support of its advisors, has, prior to and throughout the NOI Proceedings, engaged in negotiations with its landlords to obtain certain rent concessions and mutually acceptable amendments in respect of its remaining lease agreements. The Proposal Trustee understands that, as of the date of this Proposal Report, the Company has finalized or is in the process of finalizing amending agreements with its landlords for the remaining locations.

Pursuant to orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 6, 2020, November 20, 2020 and January 4, 2021, respectively, the deadline by which Geox Canada was required to file its proposal has been extended to February 20, 2021.

As noted above, on January 18, 2021, the enclosed Proposal was filed with the Official Receiver.

Section B – Summary of the Proposal

A brief summary of the Proposal is provided below. The description of the Proposal in this Proposal Report is a summary only and is being provided solely for the purpose of assisting the Creditors with its review of the Proposal terms. In the event there is any inconsistency between the summary in this Proposal Report and the Proposal, the terms of the Proposal shall govern. Reference should be made to the Proposal for its specific terms and Creditors are advised to read the Proposal in its entirety. All capitalized terms used but not otherwise defined herein are as defined in the Proposal.

The terms of the Proposal will be effective if:

1. the Proposal is approved by a majority in number and two thirds in value of the Unsecured Creditors entitled to vote that are present, in person or by proxy, at the Creditors’ Meeting;
2. the Proposal is approved by the Court, in accordance with the provisions of the BIA; and
3. all other actions, documents and agreements necessary to implement the Proposal, including, without limitation, payment to the Proposal Trustee of the Sponsor Funds (as defined below) as required by the Proposal (which the Proposal states shall occur within five business days following the date the Court issues the Proposal Approval Order), have been effected and executed.

Subject to Creditor acceptance and Court approval, the Proposal provides for a distribution of the Sponsor Funds (as defined below) to Proven Creditors in accordance with the terms of the Proposal. The Proposal Trustee is of the view that the distribution to Proven Creditors contemplated in the Proposal would result in Proven Creditors deriving a greater benefit than they would otherwise receive from a bankruptcy of the Company.

The terms of the Proposal provide for the following:

1. A payment in the amount of \$475,000, to be advanced to the Company by the Sponsor (the “**Sponsor Funds**”), and remitted to the Proposal Trustee, to fund a distribution to Proven Creditors.
2. For the purposes of the Proposal, there will be one class of creditors, namely the Unsecured Creditors Class, for the purposes of considering and voting on the Proposal. The Unsecured Creditors Class is comprised of all Unsecured Creditors with a Proven Claim (defined in the Proposal as the amount or any portion of a Claim that is accepted as proven by the Proposal Trustee pursuant to section 135 of the BIA and determined for distribution purposes in accordance with the provisions of the BIA or any applicable orders from the Court).
3. For voting purposes, an Unsecured Creditor may vote and be counted as one creditor with a vote equivalent to the value of its Proven Claim.
4. Any Unsecured Creditor with a Proven Claim in an amount that is less than or equal to \$2,000 will be paid in full (a “**Convenience Creditor**”). A Convenience Creditor is deemed to vote in favour of the Proposal for the full amount of its Proven Claim without a requirement to file a proxy to vote in favour of the Proposal. A Convenience Creditor shall not be entitled to vote against the Proposal at the Creditors’ Meeting in respect of its Proven Claim.

5. Any Unsecured Creditor with a Proven Claim in excess of \$2,000 can elect to reduce their Claim to \$2,000 and become a Convenience Creditor (a **"Convenience Creditor Election"**). To do so, an executed Convenience Creditor Election must be submitted to the Proposal Trustee prior to 5:00 pm (Toronto time) on January 27, 2021 (the **"Convenience Creditor Election Deadline"**) and upon doing so, such Unsecured Creditor: (a) is irrevocably deemed to have voted the full amount of its Proven Claim in favour of the Proposal and (b) shall be treated as a Convenience Creditor for the purpose of distributions made under the Proposal, which, for greater certainty, provides that their Proven Claim shall be in the maximum amount of \$2,000 for distribution purposes.
6. The Secured Claims and the Sponsor Claims shall be unaffected by the Proposal (together, the **"Unaffected Claims"**).
7. The Proposal is offered in full and final satisfaction of the Claims against the Company (with the exception of the Unaffected Claims) and contemplates that, 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) above, in their capacity as such, being herein 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 BIA.
8. Subject to the terms and conditions set forth in the Proposal, the following payments will be made from the Sponsor Funds:
 - (i) 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 months after the issuance of the Proposal Approval Order;
 - (ii) Employee Priority Claims: Employee Priority Claims, if any, will be paid in full in amounts to be determined by the Proposal Trustee pursuant to section 135 of the BIA;
 - (iii) Superintendent's Levy: the Superintendent's Levy shall be paid in full;

- (iv) Convenience Creditor Claims: Each Convenience Creditor, including, for clarity, any Unsecured Creditor that submits a Convenience Creditor Election in accordance with the Proposal prior to the Convenience Creditor Election Deadline, 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;
 - (v) Preferred Claims: the remaining Preferred Claims (after the payments provided in Articles 2.5(a) to (d) of the 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 the Proposal; and
 - (vi) Unsecured Claims: the holders of Proven Claims not addressed by Articles 2.5(a) to (e) of the Proposal will receive an amount from the balance of the Sponsor Funds (subject to any reserves taken to satisfy the payments provided in Articles 2.5(a) to (e) of the Proposal). For greater certainty, the Unaffected Claims shall not receive any distribution under this Proposal and shall remain unaffected by this Proposal.
9. Post-filing Claims are to be paid, in full, by the Company in the ordinary course of business and on regular trade terms.
10. As described above, the Proposal provides that the Sponsor Claims are unaffected by the Proposal. The Sponsor Claims are comprised of the Unsecured Claims of the Sponsor against the Company, which includes Unsecured Claims that it has purchased from certain creditors of the Company. The aggregate amount of the Sponsor Claims is approximately \$6.0 million. To facilitate the approval and implementation of the Proposal, the Sponsor will not assert any of the Sponsor Claims against the Company in connection with the Proposal, or receive distributions in respect of the Sponsor Claims from the Sponsor Funds, solely on the condition that the Proposal is approved by the Creditors and the Court and is implemented in accordance with its terms. The Sponsor reserves its right to pursue its Unsecured Claims and receive distributions in respect of its Unsecured Claim in the event that the Company becomes bankrupt.
11. Provided that the Proposal is approved by the Required Majority of the Creditors and that the Proposal Approval Order is granted by the Court, the Company shall pay the Sponsor Funds to the Proposal Trustee no later than five Business Days following the date the Court issues the Proposal Approval Order.
12. Upon Geox Canada remitting the Sponsor Funds to the Proposal Trustee in accordance with the Proposal, the Company, its successors and assigns, and their directors shall be deemed to have fully satisfied the terms of the Proposal.
13. 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 BIA by the time appointed for the Creditors' Meeting, and shall specify every Claim and every D&O Claim it asserts against Geox Canada and / or the Directors and Officers, as applicable. Secured Creditors, the Sponsor and Employee Priority Creditors shall not be entitled to vote their Secured Claims, Sponsor Claims and Employee Priority Claims, respectively.
14. In the case of any lease of real property disclaimed by the Company pursuant to section 65.2 of the BIA, the landlord affected by the disclaimer may file a Proof of Claim for the lesser of:
- (i) the total rent set out in the lease for one year after the disclaimer becomes effective plus fifteen (15) percent of the rent for the remainder of the term of the lease; and
 - (ii) the total rent set out in the lease for three years after the disclaimer becomes effective.
15. 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 and Released D&O Claims.

16. The provisions of sections 95 to 101, inclusively, of the BIA and any similar provision of any federal or provincial statute shall not apply to the Proposal.
17. In accordance with section 149 of the BIA, 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 that, if the Creditor does not file a Proof of Claim within thirty days after the mailing of the Dividend Notice (the “**Claims Bar Date**”), the Proposal Trustee will proceed to declare a dividend without regard to that Creditor’s Claim. In order to receive a distribution from the Sponsor Funds, a Creditor must submit a Proof of Claim prior to the Claims Bar Date.
18. On the Effective Date in accordance with the terms of the Proposal and in accordance with 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 or personal representatives, successors and assigns) and all Claims and Released D&O Claims 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 in the Proposal 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 BIA so that such Disputed Claim may become a Proven Claim.
19. 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.

Section C – Financial Position and Causes of Difficulties

Summarized below are the Company’s historical financial results for the fiscal years ended December 31, 2018 and 2019, as well as for the period covering the nine-months ending September 30, 2020, being the most recently available internal financial statements (the Company prepares its internal financial statements quarterly).

Geox Canada Inc. Statement of Operations (CAD\$000's; unaudited)			
	For the year ended 31-Dec-18	For the year ended 31-Dec-19	9 months ended 30-Sep-20
Total revenues, net	51,576	48,627	18,618
Cost of goods sold	(26,515)	(24,601)	(11,609)
Gross profit	\$ 25,061	\$ 24,025	\$ 7,009
Other operating expenses	(29,098)	(29,568)	(15,434)
EBITDA	\$ (4,037)	\$ (5,543)	\$ (8,425)
Amortization & depreciation	(1,577)	(1,553)	(1,082)
Earnings Before Interest & Tax	\$ (5,614)	\$ (7,096)	\$ (9,507)

Source: Information provided by the Company

As detailed above, the Company incurred negative earnings before interest and taxes of approximately \$5.6 million and \$7.1 million for the twelve-month periods ending December 31, 2018 and December 31, 2019, respectively and approximately \$9.5 million for the nine-month period ending September 30, 2020. The losses incurred during fiscal 2018 and 2019 are primarily due to unfavorable brick-and-mortar retail market trends, resulting in, among other things, reduced sales levels, and certain operational challenges, including managing excess inventory and large overhead costs. The losses incurred during fiscal 2020 are, in addition to the issues described above, primarily the result of the impacts of the COVID-19 pandemic.

As noted above, as a result of Geox Canada's continuing losses, the Company has been dependent on funding from Topco to continue operations. The Company has advised the Proposal Trustee that, as a result of the continuing losses that occurred during the course of the COVID-19 pandemic, and the Company's inability to obtain adequate concessions from its landlords and other stakeholders to minimize the effect of those losses, Topco was no longer willing to provide financial support to fund the Company's ongoing losses unless and until, among other things, the Company restructured or implemented a plan to restructure its operations such that Geox Canada would be in a position to operate as a viable business.

Section D – Interim Receiver

Not applicable.

Section E – Identification and Evaluation of Assets

According to the Company's Statement of Affairs, Geox Canada's assets consist of the following:

Geox Canada Inc. Summary of Assets as at January 8, 2021 (CAD\$000's; unaudited)			
Asset Description	Book Value	Estimated Realizable Value per SOA	
Deposit in Financial Institutions	\$ 2,868	\$	2,868
Accounts Receivable	1,083		758
Inventory	13,981		5,592
Machinery, Equipment and Plant	3,320		65
Prepays and deposits	455		-
Total	\$ 21,708	\$	9,283

The Company's assets are discussed in greater detail below:

Deposits in Financial Institutions

Deposits in Financial Institutions include the amounts held in the Company's bank accounts.

Accounts Receivable

According to the Company's books and records, the net book value of accounts receivable, as of January 8, 2021, was approximately \$1.1 million. The estimated realizable value of accounts receivable reported on the Company's Statement of Affairs represents the Company's estimated collections from outstanding wholesale accounts receivable in an orderly liquidation.

Inventory

According to the Company's books and records, the net book value of inventory, as of January 8, 2021, was approximately \$14.0 million. The value of inventory reported on Geox Canada's Statement of Affairs (approximately \$5.6 million) represents the net orderly liquidation value for the Company's inventory based on consultations with an experienced and reputable liquidator. The net orderly liquidation value of the Company's inventory considers the current "lock-down" orders in place and the ongoing impact of the COVID-19 pandemic on the retail landscape.

Machinery, Equipment and Plant

According to the Company's books and records, the net book value of the Company's machinery, equipment and plant assets, as at January 8, 2021, was approximately \$3.3 million, largely comprised of furniture and fixtures located at the Company's retail stores.

The values attributed to the Company's furniture and fixtures on Geox Canada's Statement of Affairs are liquidation values determined in consultation with an experienced and reputable liquidator.

Prepays and deposits

According to the Company's books and records, the net book value of the Company's prepaids and deposits, as at January 8, 2021, was approximately \$455,000.

The Company has advised the Proposal Trustee that the value attributed to prepaids and deposits in the Company's Statement of Affairs reflects that such assets would have nil recoveries in a liquidation.

Section F – Conduct of the Debtor

As noted above, the Proposal provides that the provisions of sections 95 to 101, inclusively, of the BIA and any similar provision of any federal or provincial statute shall not apply to the Proposal. For the reasons set out below, the Proposal Trustee is of the view that the exclusion of these provisions from the Proposal is reasonable.

As part of its statutory duties under the BIA, the Proposal Trustee has performed a preliminary review of the Company's financial records, including bank statements for the 12-month period immediately preceding the Filing Date in order to identify (i) any disbursements greater than \$25,000 that may be considered preferences pursuant to the BIA, and (ii) any transactions that may be considered transfers at undervalue pursuant to the BIA. In addition, the Proposal Trustee has made enquiries with certain members of Geox Canada's management, including individuals with knowledge of the Company's day-to-day financial transactions, to discuss the potential existence of any such transactions.

The disbursements identified by the Proposal Trustee primarily consist of payments to Topco in repayment of intercompany advances (including interest), payments for the purchase of inventory, payments related to employee payroll and other payments in respect of customs duties, taxes and other operating expenses made in the ordinary course.

With respect to the repayment of advances made by Topco, the Company has provided the Proposal Trustee with the following information. Historically, Topco funded various operating / other costs of the Company via intercompany financing, which was provided via unsecured intercompany advances. In the summer of 2020, in the face of mounting liquidity issues primarily driven by the devastating impacts of COVID-19 on the Company's business, the Company was in need of immediate additional financing to meet its obligations and continue operations. In light of these material changes and increased risk, Topco agreed to provide this additional financing to allow the Company to continue operating solely on the condition that the Company enter into the Topco Loan Agreement (as defined and discussed below) and that any advances made by Topco thereunder be secured by way of security granted by the Company in favour of Topco.

In connection with the foregoing, On July 17, 2020, the Company, as borrower, and Topco, as lender, entered into a loan agreement (the “**Topco Loan Agreement**”). The Topco Loan Agreement provides for up to \$35 million (subject to certain limits as imposed by the terms of the Topco Loan Agreement) in revolving credit to the Company (the “**Credit Facility**”) for the purpose of repaying any prior indebtedness owing by Geox Canada to Topco and to fund Geox Canada’s ongoing working capital requirements. Advances under the Topco Loan Agreement bear interest at the Bank of Canada’s prime rate plus 1%.

The Topco Loan Agreement is subject to certain covenants, pledges and charges and is secured by way of a first-ranking security interest in all of the assets of Geox Canada in favour of Topco (the “**Topco Security**”) pursuant to (i) a general security agreement dated July 17, 2020; and (ii) a deed of hypothec dated July 17, 2020 (together, the “**Security Agreements**”). The Proposal Trustee has received a written opinion from its independent legal counsel, Fasken Martineau DuMoulin LLP, confirming that, subject to typical qualifications and assumptions, the Topco Security is valid and enforceable in accordance with its terms in the provinces of Alberta, British Columbia, Quebec and Ontario.

Since entering into the Topco Loan Agreement and the Security Agreements, any intercompany financing from Topco to the Company under the Credit Facility has occurred on a secured basis such that, as at the Filing Date, the Company had outstanding secured obligations owing to Topco in the amount of approximately \$30.2 million. Of this amount, approximately \$25.5 million represents advances made under the Credit Facility to repay prior intercompany indebtedness to Topco, and approximately \$4.7 million has been drawn by the Company to fund its working capital requirements since July 17, 2020.

In support of the Company’s proposed restructuring, Topco agreed to continue to make the Credit Facility available to the Company during the NOI Proceedings in accordance with the terms of the Topco Loan Agreement (although no amounts have been drawn on the Creditor Facility since the Filing Date).

While the Topco Loan Agreement and the Topco Security were each entered into during the prescribed look-back period as provided for in section 95 of the BIA, the Proposal Trustee is of the view that the exclusion of sections 95 to 101 of the BIA, and any similar provision of any federal or provincial statute, from the Proposal is reasonable for the following reasons:

1. The Company was in need of critical financing immediately, in the absence of which, the Company could no longer operate as a going concern, including funding day to day operations;
2. Topco was under no obligation to provide such funding to the Company, and was not prepared to advance the funds required by the Company for ongoing working capital requirement unless the Company entered into the Topco Loan Agreement and granted the Topco Security to secure advances made thereunder;
3. Advances made under the Topco Loan Agreement were expressly required to be used for the purpose of repaying the existing intercompany advances made by Topco to the Company and to provide for the Company’s ongoing working capital requirements, which allowed the Company to continue operating and pay its day to day expenses;
4. Advances made under the Topco Loan Agreement bear interest at the Bank of Canada’s prime rate plus 1%, which is a commercially advantageous term that the Company was unlikely to receive from any other third-party lender in the circumstances;
5. Topco is not seeking to enforce the Topco Security, will not participate in or receive any distributions under the Proposal, and has advised the Company that it will continue to make funds available to the Company after the implementation of the Proposal in accordance with the terms of the Topco Loan Agreement; and
6. The Proposal, if approved, will result in a going concern solution for the Company that will benefit the Company’s stakeholders generally.

In addition, the facts surrounding the Topco Loan Agreement and the Topco Security have been disclosed by the Company in its Court materials throughout the NOI Proceedings and neither the Company nor the Proposal Trustee have received any adverse comment from any stakeholder. To the contrary, the Proposal Trustee understands from the Company that the Company and its advisors have been working closely with its stakeholders who appear to be generally supportive of the Company's restructuring plan.

In the circumstances, the Proposal Trustee is of the view that the exclusion of sections 95 to 101 of the BIA, and any similar provision of any federal or provincial statute, from the Proposal is fair and commercially reasonable.

Section G – Creditor Claims

The table below summarizes Geox Canada's creditors as noted on the Company's Statement of Affairs:

Geox Canada Inc. (in CAD\$000s)	
Creditor Classification	Estimated Claim per SOA
Secured	\$ 30,200
Preferred	-
Unsecured	13,118
Contingent	-
Total	\$ 43,318

Secured Creditors

Based on the Company's books and records and as discussed above, the Company's only Secured Creditor is Topco.

In addition to the Topco Security, the Proposal Trustee is aware of certain other registrations in respect of specific leased / financed motor vehicles made pursuant to the *Personal Property Security Act* (Ontario) (the "**Other Registered Security**"). According to the Company's books and records, there are no amounts owing by the Company as at the Filing Date in respect of the Other Registered Security.

Priority Creditors

Based on its review of certain of the Company's financial records, the Proposal Trustee is not aware of any potential priority claims.

Preferred Creditors

According to the Company's Statement of Affairs, no amounts are due to Preferred Creditors. Based on the Proposal Trustee's review of certain of the Company's financial records, it appears that all amounts owed to Geox Canada's employees, in respect of outstanding wages and vacation pay, which may have existed as at the Filing Date, have been paid by the Company in the ordinary course. Any employee claims that might exist at the time of Court approval of the Proposal will be paid immediately following Court approval in accordance with the terms of the Proposal and the BIA.

The Proposal Trustee understands that certain of the Company's landlords may have a preferred claim in respect of rent arrears. The Proposal Trustee understands that such claims were not presented on the Company's Statement of Affairs on the basis that any such claims would have no value in light of the Company's secured obligations owing to Topco.

Based on its review of certain of the Company's financial records, the Proposal Trustee is not aware of any other potential Preferred Claims.

Unsecured Creditors

According to the Company's Statement of Affairs, Geox Canada's unsecured creditors are owed approximately \$13.1 million, including approximately \$6.0 million owed to Topco, approximately \$1.5 million owed to S&A and approximately \$61,000 owed to Xlog.

As noted in Section B of this report, to facilitate approval and implementation of the Proposal, Topco has agreed to not assert any of its Unsecured Claims against the Company in connection with the Proposal, or receive distributions in respect of those claims from the Sponsor Funds, but only on the condition that the Proposal is approved by the Creditors and the Court and implemented in accordance with its terms.

Section H – Previous Dealings with the Debtor

Prior to its appointment as Proposal Trustee, Richter was previously retained by the Company to act as financial advisor to assist the Company's management and its board of directors in reviewing restructuring alternatives, as part of the Company's strategic review and planning. The undersigned Proposal Trustee confirms that neither he nor the firm with which he is related has provided previous services to the Company in any capacity other than as previously noted. The Proposal Trustee further confirms that he does not have any knowledge of any conflict of interest situation arising from the acceptance of this appointment as Proposal Trustee under the Proposal.

Section I – Informal Meetings with Major Creditors

The Company, its advisors and the Proposal Trustee have had various communications with Topco regarding the NOI Proceedings and the proposed arrangements between the Company and Topco under the Proposal. These communications were necessary in order to, among other things, assist in the formulation of the Proposal and sponsorship funding thereunder, as well as to establish what amount, if any, of Topco's Unsecured Claim against the Company was to be subordinated under the Proposal.

Furthermore, as noted above, prior to and following the Filing Date, the Company, with the support of its advisors, has engaged in negotiations with its landlords to obtain certain rent concessions and mutually acceptable amendments to many of its remaining lease agreements, all of which such agreements have been or are in the process of being finalized.

Section J – Remuneration of Proposal Trustee

Payment of the fees and expenses of the Proposal Trustee, including the legal fees and disbursements of the Proposal Trustee, are provided for in the Proposal.

Section K - Cash Flow Statement

In accordance with the BIA, the Proposal Trustee reviewed the cash flow statement and assumptions for the period January 2, 2021 to February 26, 2021 that were prepared by the Company (the "**Cash Flow Statement**") and which were filed with the Official Receiver. In reviewing the Cash Flow Statement, nothing has come to the Proposal Trustee's attention which would lead the Proposal Trustee to believe that the hypothetical and probable assumptions used by Geox Canada in the preparation of the Cash Flow Statement are inconsistent with the purpose of the Cash Flow Statement.

Section L – Statement of Estimated Realizations**Proposal Accepted**

Should the Proposal be approved by both the Creditors and the Court and implemented, the Sponsor has agreed to postpone its Unsecured Claim against the Company (\$6.0 million), which would result in Proven Creditors receiving a greater distribution than would otherwise be realized in a bankruptcy.

Geox Canada Inc. Estimated Distribution (in CAD\$000s)			
Category of Unsecured Creditors	Claim Amount	Estimated Distribution (%)	Estimated Distribution (\$)
Convenience Creditor Claims	43	100.0%	43
Estimated Convenience Creditor Election Claims	325	22.2%	72
Remaining Unsecured Claims	6,723	5.4%	360
Total Unsecured Claims (excluding Sponsor Claims)	7,091	6.7%	475
Sponsor Claims (unsecured)	6,027	0.0%	-
Total Unsecured Claims	13,118		475

As noted in the table above, and based on (i) the Sponsor Funds of \$475,000 (ii) estimated Convenience Creditor Claims of approximately \$368,000 (includes any Unsecured Creditor with a Claim that is greater than \$2,000 but less than or equal to \$40,000, as it would be financially advantageous for such Unsecured Creditor to make a Convenience Creditor Election under the Proposal), resulting in a distribution to Convenience Creditors of approximately \$115,000 and (iii) remaining Unsecured Claims of approximately \$6.7 million (after taking into consideration the convenience creditor claims, estimated convenience creditor election claims and the Sponsor's postponement of its Unsecured Claim), the estimated distribution to Unsecured Creditors (not including Convenience Creditors) per dollar of Proven Claim is estimated to be approximately 5.4%, prior to the Superintendent's Levy.

Please note that the amounts owing to Creditors (secured, priority, preferred and unsecured) and, therefore, the estimated distribution to Unsecured Creditors, are subject to variation, particularly in the event that the amounts included in Proofs of Claim filed by Creditors and accepted by the Proposal Trustee differ from the amounts included in the Company's Statement of Affairs.

Proposal Not Accepted

If the Proposal is not accepted, Geox Canada would become bankrupt and Geox Canada's assets would vest with the trustee in bankruptcy, subject to the rights of the Company's Secured Creditors. In such a scenario, it is unlikely that any funds would be available for distribution to the Company's Unsecured Creditors as the expected realizations from the Company's assets as noted on the Company's Statement of Affairs would result in a shortfall to Topco in respect of advances it made under the Credit Facility.

The estimated realizable value of the Company's assets in a liquidation scenario is summarized as follows:

Geox Canada Inc. Estimated Net Realization Analysis (in CAD\$000s)			
Assets	Notes	Book Value as at Jan 8, 2021	Realization Midpoint
Cash	1	2,868	2,868
Receivables	2	1,083	758
Inventory	3	13,981	5,592
Machinery, equipment and plant	4	3,320	65
Prepays and deposits	5	455	-
Estimated gross realizations		21,708	9,283
Estimated realization costs			
Overhead expenses	6		1,512
Estimated professional fees	7		500
Total estimated realization costs			2,012
Estimated net realization			7,272
Secured Creditor Claims			30,200
Shortfall to Secured Creditors			(22,928)
Amount available for distribution to Unsecured Creditors			\$NIL
Notes			
1. Represents cash in the Company's bank accounts.			
2. The estimated realizations reflects the anticipated collections from outstanding wholesale accounts receivable in an orderly liquidation.			
3. Represents the net orderly liquidation value for the Company's inventory based on consultations with an experienced and reputable liquidator. The net orderly liquidation value of the Company's inventory considers the current "lock-down" orders in place and the ongoing impact of the COVID-19 pandemic on the retail landscape.			
4. The balance primarily comprises the Company's furniture and fixtures located at its various retail stores. The estimated realization represents liquidation values determined in consultation with an experienced and reputable liquidator.			
5. The analysis assumes that the Company's prepaids and deposits would not be recoverable in an orderly liquidation.			
6. Includes personnel and other costs of the head office and warehouse required to effect the liquidation.			
7. Includes the professional fees of the bankruptcy and its counsel, as well as liquidator fees.			

As set out above, it is anticipated that there would be no funds available to Unsecured Creditors in a bankruptcy scenario.

In addition, the Proposal Trustee understands that, if the Proposal is not implemented and the Company is deemed bankrupt, the Sponsor would pursue recovery of their full Unsecured Claim against the Company, which, subject to section 137(1) of the BIA, would reduce recoveries for arms-length Unsecured Creditors, in the unlikely scenario whereby funds would be available for distribution to them.

For the purpose of section 137(1) of the BIA, nothing has come to the Proposal Trustee's attention to suggest that the unsecured transactions between the Company and the Sponsor were improper.

Section M – Recommendations

Based on the analysis set out in this report, the Proposal Trustee is of the view that the Proposal is preferable to a bankruptcy, since it provides for a distribution to the overwhelming majority of the Company's Unsecured Creditors that appears to exceed amounts that would otherwise be available from a bankruptcy.

Accordingly, based on all of the above, the Proposal Trustee recommends the acceptance of the Proposal by the Company's Creditors.

Section N – Meeting of Creditors

In completing the Proof of Claim form enclosed herewith, Creditors should only include all amounts outstanding as at the Filing Date.

It is expressly noted and should be clearly understood that Richter, acting solely in its capacity as Proposal Trustee, assumes no responsibility for any Claims against the Company before, on, or after the Filing Date.

The Creditors' Meeting shall take place at 1:00 p.m. (Toronto time) on January 28, 2021 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

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, the Official Receiver, 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 and / or the Official Receiver.

Please note that in order for your vote to count in connection with the Proposal, it is necessary that you complete and submit the enclosed documents prior to the meeting.

Creditors who do not wish to attend or be represented at the meeting but who wish to vote, may forward their Proofs of Claim and voting letters to the Proposal Trustee so as to be received prior to the Creditors' Meeting.

Should you have any questions in connection with the Proposal or this report, please contact Ms. Kristina Ho at (416) 488-2345 x2305 or via email at kho@richter.ca.

Dated at Toronto, Ontario, this 18th day of January, 2021

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

Per:



Adam Sherman, MBA, CIRP, LIT
Senior Vice President

Appendix “G”

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

☒ Original

☐ Amended

100

-- 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)

1. Unsecured creditors as per list "A"	13,117,785.48
Balance of secured claims as per list "B"	20,916,641.74
Total unsecured creditors	34,034,427.22
2. Secured creditors as per list "B"	9,283,358.26
3. Preferred creditors as per list "C"	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	43,317,785.48
Surplus	NIL

ASSETS

(as stated and estimated by the officer)

1. Inventory	5,592,355.20
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E" Good	758,021.68
Doubtful	0.00
Bad	324,866.44
Estimated to produce	758,021.68
4. Bills of exchange, promissory note, etc., as per list "F" ..	0.00
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, RRIAs, 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:

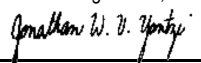
Amount of subscribed capital	0.00
Amount paid on capital	0.00
Balance subscribed and unpaid	0.00
Estimated to produce	0.00

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 Yantzi


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

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

FORM 78 -- Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

Geox Canada Inc.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

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 "D"
Contingent or Other Liabilities

Geox Canada Inc.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

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 "E"
 Debts Due to the Debtor

Geox Canada Inc.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Accounts Receivable	2110 Matheson Blvd. E. Suite 100 Mississauga ON L4W 5E1	Accounts Receivable	758,021.68 0.00 324,866.44	Accounts Receivable	08-Jan-2021	758,021.68	Accounts Receivable
Total:				758,021.68 0.00 324,866.44			758,021.68	

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 "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Geox Canada Inc.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

08-Jan-2021

Date

Gino Stinziani

Gino Stinziani

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

110

FORM 78 -- Continued

List "G"
Real Property or Immovables Owned by Debtor

Geox Canada Inc.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

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 -- Concluded

List "H"
Property

Geox Canada Inc.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Inventory	13,980,888.00	5,592,355.20
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			2,868,474.38	2,868,474.38
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant		Property, Plant and equipment	3,320,272.00	64,507.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Prepays and deposits	455,305.40	0.00
			Total:	8,525,336.58

08-Jan-2021

Date

Gino Stinziani

Gino Stinziani

Court No. 32-2670414

File No. 32-2670414

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

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

Richter Advisory Group Inc. - Licensed Insolvency
Trustee
Per:

Adam Sherman, MBA, CIRP, LIT - Licensed
Insolvency Trustee
181 Bay Street, Suite 3510
Toronto ON M5J 2T3
Phone: (416) 488-2345 Fax: (416) 488-3765

Appendix “H”

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
geox@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
geox@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)

Appendix “I”

RICHTER**Estate No. 32-2670414**

Notice of Hearing of Application for Court Approval of Proposal
(Paragraph 58(b) of the Act)

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

Take notice that an application will be made to the Ontario Superior Court of Justice (Commercial List), via videoconference, at the following link <https://fasken.zoom.us/j/97583723477>, on the 23rd day of February 2021, at 12:30 P.M. to approve the proposal of Geox Canada Inc. that was accepted by the creditors at a meeting held on the 28th day of January 2021.

Dated at the City of Toronto, in the Province of Ontario, this 8th day of February 2021.

Richter Advisory Group Inc.
Trustee acting *in re* the proposal of
Geox Canada Inc.



Adam Sherman, MBA, CIRP, LIT

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)

RICHTER

Dossier no. 32-2670414

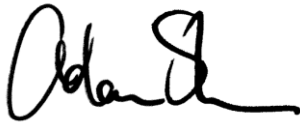
**Avis d'audition de la demande d'approbation par le tribunal d'une proposition
(Alinéa 58(b) de la Loi)**

**Dans l'affaire de la proposition de
Geox Canada Inc.
De la ville de Mississauga
en la province de l'Ontario**

Avis est donné qu'une demande sera faite en Cour Supérieure de Justice de l'Ontario (Rôle-commercial), par conférence vidéo, au lien suivant <https://fasken.zoom.us/j/97583723477>, le 23^e jour de février 2021 à 12h30, en vue de faire approuver la proposition de Geox Canada Inc. qui a été acceptée par les créanciers lors d'une assemblée tenue le 28^e jour de janvier 2021.

Daté le 8^e jour de février 2021, à Toronto, en la province de l'Ontario.

Richter Groupe Conseil Inc.
Syndic agissant *in re* la proposition de
Geox Canada Inc.



Adam Sherman, MBA, CIRP, SAI

T. 1.866.595.9751
F. 514.934.8603
réclamations@richter.ca

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

Montréal, Toronto

(English - Over)

Appendix “J”

District of: **Mississauga**
 Court No.: **32-2670414**
 Estate No.: **32-2670414**

In the matter of the Proposal of
Geox Canada Inc.

MINUTES OF FIRST MEETING OF CREDITORS

Appointed Trustee:	RICHTER ADVISORY GROUP INC
Meeting date and time:	January 28, 2021, 13:00 p.m.
Meeting Location:	By Webex
Chair of the meeting:	Luc-André Larocque – Official Receiver

Attendance:

As per attached attendance sheet signed by the Trustee.

Quorum:

Pursuant to subsection 106(1), a quorum is present, and the meeting is duly called and properly constituted.

13:00 - Chairperson calls meeting to order.

Trustee's Report:

The trustee prepared and shared his report at the meeting.

Question Period

No question were asked about the debtors affairs.

Vote

The vote was carried. Please see the vote in details attached by the Trustee.

Appointment of Inspectors:

No inspectors has been appointed.

Directions to the trustee

No directions were provided to the trustee.

Adjournment:

There is a motion to adjourn the meeting.

Motion made by Luc-André Larocque.

Supported by Michael Citak.

Meeting is adjourned at 13:25 p.m.



Luc-André Larocque
Chairman

Appendix “K”

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

AFFIDAVIT OF GILLES BENCHAYA
(sworn February 12, 2021)

I, Gilles Benchaya, of the City of Montreal, in the Province of Quebec, MAKE OATH AND SAY:


1. I am a Senior Vice President at Richter Advisory Group Inc. ("**Richter**") and, as such, I have knowledge of the matters hereinafter deposed to except where stated to be on information and belief, and whereso stated, I verily believe it to be true.
2. On September 8, 2020 (the "**Filing Date**"), Geox Canada Inc. ("**Geox Canada**" or the "**Company**") filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3, as amended (the "**BIA**"), and Richter was appointed as proposal trustee under the Company's NOI (the "**Proposal Trustee**"). The NOI proceedings commenced by Geox Canada under the BIA are herein referred to as the "**NOI Proceedings**".
3. This affidavit is filed in connection with Geox Canada's motion seeking approval of, among other things, the accounts of the Proposal Trustee and its counsel, Fasken Martineau DuMoulin LLP ("**Fasken**").
4. Unless otherwise stated, all monetary amounts contained herein (including exhibits) are expressed in Canadian dollars.
5. Attached as **Exhibit "A"** hereto is a summary listing of Richter's invoices for the within matter for the period from May 13, 2020 to January 31, 2021 (the "**Period**"), including invoice date and amount of the invoice (the "**Accounts**"). As noted in the Proposal Trustee's first report to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 1, 2020 (the "**First Report**"), prior to its appointment as Proposal Trustee, Richter was retained by Geox Canada in May 2020 to provide advisory services and to assist the Company in its strategic review and planning. As shown in the summary listing, Richter's total fees and disbursements for the

Period are \$300,043.65 (net of discounts) and \$16,522.99 respectively, each excluding applicable taxes. The Proposal Trustee's invoices include work undertaken by the Proposal Trustee prior to and after the Filing Date, to, among other things, assist the Company in its strategic review and planning, support the Company in its development of a proposal to present to its creditors and convene/assist with the administration of the meeting of creditors to consider and vote on the Company's proposal, including the Proposal Trustee's preliminary review of the proofs of claim and supporting documents filed by the Company's creditors.

6. Richter, in its capacities as Proposal Trustee, has filed four (4) reports with the Court (including the Proposal Trustee's Fourth Report to Court dated February 12, 2021 in support of the within motion; collectively, the "**Court Reports**"). Details of the activities undertaken and services provided by the Proposal Trustee, as applicable, in the within proceedings are described in the Court Reports and incorporated herein by reference.
7. In the course of performing its duties as Proposal Trustee, Richter's staff has expended a total of 740.19 professional hours during the Period at an average hourly rate of \$405.36. Attached as **Exhibit "B"** is a table detailing the billing rates and total hours of each of the professionals at Richter who performed services in the within proceedings.
8. Attached as **Exhibit "C"** hereto are true copies of Richter's invoices, which include a fair and accurate description of the services provided along with hours and applicable rates claimed by the Proposal Trustee, for the within matter. These invoices have been submitted to the Company and paid in the normal course since the commencement of the NOI Proceedings.
9. The Proposal Trustee requests that this Court approve its Accounts for the Period, in the total amount of \$357,720.34, inclusive of applicable taxes, for services rendered and recorded during the Period.
10. Fasken, as independent counsel to the Proposal Trustee, has provided legal services to the Proposal Trustee throughout the NOI Proceedings in a manner consistent with the instructions of the Proposal Trustee. Fasken has prepared an affidavit with respect to its fees and disbursements charged in connection with services rendered during the period from September 9, 2020 to January 31, 2021. The Proposal Trustee has reviewed the invoices rendered by Fasken during this period and believes the services performed are consistent with the instructions given by the Proposal Trustee. The Proposal Trustee is also seeking approval of Fasken's fees and disbursements on the within motion in the amount of \$104,372.53, inclusive of applicable taxes.
11. To the best of my knowledge, the rates charged by Richter and Fasken are comparable to the rates charged for the provision of similar services by other restructuring and law firms in downtown Toronto.

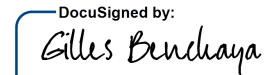
12. I verily believe that the fees and disbursements incurred by the Proposal Trustee and Fasken are fair and reasonable in the circumstances.
13. This affidavit is sworn in connection with a motion for an Order of this Court to, among other things, approve the fees and disbursements of the Proposal Trustee and those of its legal counsel and for no improper purpose.

SWORN BEFORE ME over videoconference on this 12th day of February, 2021. The affiant was located in the City of Montreal, in the Province of Quebec and the Commissioner was located in the City of Toronto, in the Province of Ontario. This Affidavit was commissioned remotely as a result of COVID-19 and was administered in accordance with *Ontario Regulation 431/20*.

DocuSigned by:

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Daniel Richer

Commissioner for taking affidavits
 in the Province of Ontario

DocuSigned by:

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Gilles Benchaya

This is Exhibit "A" referred to in the Affidavit of
Gilles Benchaya, sworn on February 12, 2021

DocuSigned by:

Daniel Richer

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Commissioner for Taking Affidavits, etc.

Richter Advisory Group Inc.
in its capacity as Proposal Trustee of
Geox Canada Inc.
Statement of accounts

Exhibit A

Invoice #	Period	Fees	Discount	Net Fees	Technology &		Sub total	HST	Total
					Administrative Fee	Disbursements			
20405339	May 13, 2020 to May 31, 2020	\$ 28,574.00	\$ -	\$ 28,574.00	\$ 1,428.70	\$ -	\$ 30,002.70	\$ 3,900.35	\$ 33,903.05
20405421	June 1, 2020 to June 30, 2020	\$ 32,111.25	\$ (3,400.00)	\$ 28,711.25	\$ 1,435.56	\$ -	\$ 30,146.81	\$ 3,919.09	\$ 34,065.89
20405468	July 1, 2020 to July 17, 2020	\$ 37,662.50	\$ -	\$ 37,662.50	\$ 1,883.13	\$ -	\$ 39,545.63	\$ 5,140.93	\$ 44,686.57
20405578	July 21, 2020 to August 31, 2020	\$ 7,213.75	\$ -	\$ 7,213.75	\$ 360.69	\$ -	\$ 7,574.44	\$ 984.68	\$ 8,559.12
20405641	September 3, 2020 to September 18, 2020	\$ 23,043.00	\$ -	\$ 23,043.00	\$ 1,189.21	\$ 741.10	\$ 24,973.31	\$ 3,246.54	\$ 28,219.84
20405686	September 21, 2020 to October 2, 2020	\$ 27,206.25	\$ -	\$ 27,206.25	\$ 1,360.31	\$ -	\$ 28,566.56	\$ 3,713.65	\$ 32,280.21
20405729	October 5, 2020 to October 16, 2020	\$ 8,485.75	\$ -	\$ 8,485.75	\$ 424.29	\$ -	\$ 8,910.04	\$ 1,158.31	\$ 10,068.35
20405779	October 19, 2020 to October 31, 2020	\$ 15,744.00	\$ -	\$ 15,744.00	\$ 787.20	\$ -	\$ 16,531.20	\$ 2,149.06	\$ 18,680.26
20405817	November 2, 2020 to November 13, 2020	\$ 16,962.50	\$ -	\$ 16,962.50	\$ 848.13	\$ -	\$ 17,810.63	\$ 2,315.38	\$ 20,126.02
20405927	November 14, 2020 to December 11, 2020	\$ 15,577.65	\$ -	\$ 15,577.65	\$ 780.40	\$ 30.36	\$ 16,388.41	\$ 2,130.49	\$ 18,518.90
20405996	November 11, 2020 to December 31, 2020	\$ 35,400.75	\$ -	\$ 35,400.75	\$ 1,770.04	\$ -	\$ 37,170.79	\$ 4,832.21	\$ 42,003.00
20406046	January 1, 2021 to January 7, 2021	\$ 14,660.00	\$ -	\$ 14,660.00	\$ 733.00	\$ -	\$ 15,393.00	\$ 2,001.10	\$ 17,394.10
20406045	January 8, 2021 to January 31, 2021	\$ 40,802.25	\$ -	\$ 40,802.25	\$ 2,073.96	\$ 676.91	\$ 43,553.12	\$ 5,661.92	\$ 49,215.04
Total		\$ 303,443.65	\$ (3,400.00)	\$ 300,043.65	\$ 15,074.62	\$ 1,448.37	\$ 316,566.64	\$ 41,153.70	\$ 357,720.34

This is Exhibit "B" referred to in the Affidavit of
Gilles Benchaya, sworn on February 12, 2021

DocuSigned by:

Daniel Richer

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Commissioner for Taking Affidavits, etc.

Richter Advisory Group Inc.
in its capacity as Proposal Trustee of
Geox Canada Inc.
Statement of accounts

Exhibit B

Staff member	Number of hours	Hourly rate	Amount
Senior Vice President			
G. Benchaya	44.20	\$ 795-895	\$ 37,109.00
P. Lichtsztral	8.50	\$ 800	\$ 6,800.00
A. Sherman	7.70	\$ 795	\$ 6,121.50
P. Patel	95.50	\$ 700-795	\$ 73,526.25
Senior Associate			
A. Zeldin	115.60	\$ 425	\$ 49,130.00
Pat. Lareau	1.50	\$ 425	\$ 637.50
Analyst			
K. Ho	354.00	\$ 295	\$ 104,430.00
A. Kovacs-Espley	58.14	\$ 210	\$ 12,209.40
Administration			
C. O'Donnell	43.95	\$ 250	\$ 10,987.50
N. Fournier	6.50	\$ 250	\$ 1,625.00
P. Lareau	4.60	\$ 185-190	\$ 867.50
Total	740.19		\$ 303,443.65
Discount	-		(3,400.00)
Net Total	740.19		\$ 300,043.65
Blended average hourly rate:			
	\$ 405.36		

This is Exhibit "C" referred to in the Affidavit of
Gilles Benchaya, sworn on February 12, 2021

DocuSigned by:

Daniel Kicher

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Commissioner for Taking Affidavits, etc.

RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 6/15/2020
Invoice No.: 20405339
Engagement No.: 2021939
Payment Terms: Due on Receipt

Professional services rendered to May 31, 2020. \$ 28,574.00

Sub-Total		28,574.00
Technology and Administrative Fees		1,428.70
GST/HST #885435842 RT0001		3,900.35
Total Due	CAD	\$ 33,903.05

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405339
Date: 6/15/2020

Fees			
Name	Hours	Rate	Amount
Gilles Benchaya	4.70	\$ 895.00	\$ 4,206.50
Kristina Ho	35.25	295.00	10,398.75
Philip Lichtsztral	8.50	800.00	6,800.00
Pritesh Patel	9.25	775.00	7,168.75
	57.70		\$ 28,574.00

Invoice No.: 20405339
 Date: 6/15/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
5/13/2020	Philip Lichtsztral Consult with G. Stinziani re plan.	0.90	\$ 800.00	\$ 720.00
5/14/2020	Gilles Benchaya Intro call with CFO.	1.20	895.00	1,074.00
5/14/2020	Philip Lichtsztral Call with Executives re alternatives.	1.20	800.00	960.00
5/15/2020	Philip Lichtsztral Consult with G. Stinziani re plan.	0.30	800.00	240.00
5/15/2020	Kristina Ho Review initial information provided and draft a preliminary information request list.	2.75	295.00	811.25
5/19/2020	Philip Lichtsztral Consult with G. Stinziani re plan.	0.40	800.00	320.00
5/19/2020	Kristina Ho Review individual store P&L to understand profitability and cost structure. Review 2019 trial balance provided to understand amount and nature of historical costs.	4.00	295.00	1,180.00
5/20/2020	Philip Lichtsztral Consult with G. Stinziani re plan.	0.50	800.00	400.00
5/20/2020	Kristina Ho Review financial information provided to prepare a preliminary forecast P&L. Prepare forecast of sales, COGS, rent, and other expense schedules.	6.00	295.00	1,770.00
5/21/2020	Gilles Benchaya Status call to discuss strategic alternatives.	1.00	895.00	895.00
5/21/2020	Philip Lichtsztral Review with Executives re alternatives.	2.00	800.00	1,600.00
5/21/2020	Pritesh Patel Call with Richter and G. Stinziani re rent concessions and next steps. Call with lease consultant on status of landlord discussions.	1.50	775.00	1,162.50
5/21/2020	Kristina Ho Update payroll and direct store expenses on the forecasted P&L. Prepare cashflow forecast based on forecasted P&L.	5.00	295.00	1,475.00
5/22/2020	Gilles Benchaya Call with Steve Graff to discuss strategic alternatives.	1.00	895.00	895.00
5/22/2020	Philip Lichtsztral Consult with G. Stinziani re plan.	0.50	800.00	400.00
5/22/2020	Pritesh Patel	2.00	775.00	1,550.00

Invoice No.: 20405339
 Date: 6/15/2020

Date	Name and Description	Hours	Rate	Amount
	Update call with G. Benchaya re P&L model. Call with A&B re rent concessions and next steps. Discussions with K. Ho re info requirements and status of model.			
5/22/2020	Kristina Ho Prepare cashflow forecast and review forecasted P&L against 2020 plan & 2019 actuals for reasonability. Update for Jan to April 2020 results. Call with P. Patel on model.	5.50	295.00	1,622.50
5/24/2020	Pritesh Patel Review of P&L model and comments to K. Ho on same.	1.50	775.00	1,162.50
5/25/2020	Pritesh Patel Call with K. Ho to review preliminary model and outstanding items/questions.	0.75	775.00	581.25
5/25/2020	Kristina Ho Call with P. Patel on model review. Update P&L and cashflow forecast model for 2021 forecast, updated cashflow assumptions, & additional presentation tabs.	5.50	295.00	1,622.50
5/26/2020	Philip Lichtsztral Consult with G. Stinziani re plan.	0.30	800.00	240.00
5/26/2020	Pritesh Patel Call with G. Stinziani to review background info provided and preliminary review of model assumptions.	2.00	775.00	1,550.00
5/26/2020	Kristina Ho Call with G. Stinziani re information received to date and discussion on forecast assumptions. Update forecast model.	5.00	295.00	1,475.00
5/27/2020	Philip Lichtsztral Consult with G. Stinziani re plan.	0.70	800.00	560.00
5/28/2020	Philip Lichtsztral Consult with G. Stinziani re plan.	0.20	800.00	160.00
5/29/2020	Gilles Benchaya Call with finance team in Italy to discuss critical path.	1.50	895.00	1,342.50
5/29/2020	Philip Lichtsztral Review with Executives re alternatives.	1.50	800.00	1,200.00
5/29/2020	Pritesh Patel Prep call with G. Benchaya. Call with Geox finance team in Italy.	1.50	775.00	1,162.50
5/29/2020	Kristina Ho Call with finance team re update on work performed to date, next steps, and preparation for landlord negotiations.	1.50	295.00	442.50

Invoice No.: 20405339
Date: 6/15/2020

Date	Name and Description	Hours	Rate	Amount
2262	Name and Description	Hours	Rate	Amount
Fees Total		57.70		\$ 28,574.00

Invoice No.: 20405339
Date: 6/15/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 28,574.00
Technology and Administrative Fees		1,428.70
GST/HST #885435842 RT0001		3,900.35
Total Due	CAD	\$ 33,903.05

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 7/13/2020
Invoice No.: 20405421
Engagement No.: 2021939
Payment Terms: Due on Receipt

Professional Services rendered to June 30, 2020.		\$ 32,111.25
Courtesy Discount		-3,400.00
Sub-Total		28,711.25
Technology and Administrative Fees		1,435.56
GST/HST #885435842 RT0001		3,919.08
Total Due	CAD	\$ 34,065.89

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405421
Date: 7/13/2020

Fees			
Name	Hours	Rate	Amount
Gilles Benchaya	8.50	\$ 895.00	\$ 7,607.50
Kristina Ho	49.25	295.00	14,528.75
Pritesh Patel	14.25	700.00	9,975.00
	72.00		\$ 32,111.25

Invoice No.: 20405421
 Date: 7/13/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
6/1/2020	Gilles Benchaya Review of preliminary store contribution analysis from K Ho.	1.00	\$ 895.00	\$ 895.00
6/1/2020	Pritesh Patel Prepare outline of options analysis/background deck. Review and edits to deck from K. Ho.	0.50	700.00	350.00
6/1/2020	Kristina Ho Prepare store contribution analysis for G. Benchaya. Prepare presentation on critical path analysis and background information on the NOI process.	2.50	295.00	737.50
6/2/2020	Pritesh Patel Call with Geox Canada on timing for forecasts.	0.50	700.00	350.00
6/2/2020	Kristina Ho Call with G. Stinziani & C. Mouton re current forecast and next steps on the forecast model. Prepare projected four 4-wall contribution analysis by store.	1.50	295.00	442.50
6/2/2020	Kristina Ho Continue working on presentation re critical path analysis.	2.50	295.00	737.50
6/3/2020	Gilles Benchaya Review critical path document and discussion with G. Stinzani on store portfolio.	1.50	895.00	1,342.50
6/3/2020	Pritesh Patel Review and updates to deck, discussions with K. Ho on same.	1.00	700.00	700.00
6/3/2020	Kristina Ho Edits to critical path analysis based on comments received.	3.00	295.00	885.00
6/3/2020	Kristina Ho Revise forecast model for additional functionality re store by store analysis and contribution by division.	3.00	295.00	885.00
6/4/2020	Pritesh Patel Circulate draft deck to Richter team for internal review. Call with G. Benchaya re model and next steps. Add slide on NOI timeline and circulate draft to Gino and A&B for comments.	1.50	700.00	1,050.00
6/5/2020	Pritesh Patel Update deck based on comments from G. Stinzani and A&B, circulate to Geox SpA for review.	0.50	700.00	350.00
6/8/2020	Gilles Benchaya	1.50	895.00	1,342.50

Invoice No.: 20405421
 Date: 7/13/2020

Date	Name and Description	Hours	Rate	Amount
	Update on retail sales and review of updated 4 wall.			
6/8/2020	Kristina Ho Update analysis and summary of store profitability.	2.50	295.00	737.50
6/9/2020	Gilles Benchaya Call with S. Graff re update and eviction notice.	0.50	895.00	447.50
6/9/2020	Pritesh Patel Review of revised forecast from Geox Canada and call with team to discuss same. Call with A&B on status and next steps.	2.50	700.00	1,750.00
6/9/2020	Kristina Ho Call with C. Mouton & G. Stinziani re Geox internal forecast and next steps.	1.00	295.00	295.00
6/10/2020	Kristina Ho Review additional information provided re wholesale, AR & AP. Revise forecast for additional information received and updated cashflow assumptions.	4.50	295.00	1,327.50
6/11/2020	Gilles Benchaya Call with G. Stinzani and P. Patel to review store opening status, next steps and call with J. Berkowitz.	1.50	895.00	1,342.50
6/11/2020	Gilles Benchaya Call with SpA to review critical path and next steps. Follow-up call with S.Graff.	2.50	895.00	2,237.50
6/11/2020	Pritesh Patel Call with lease consultant, G. Stinzani and Richter team. Call with SpA to review critical path document, follow-up call with Aird & Berlis on same.	3.00	700.00	2,100.00
6/11/2020	Kristina Ho Call with C. Mouton re forecast assumptions and additional information needed. Update forecast with new information received.	4.00	295.00	1,180.00
6/18/2020	Pritesh Patel Update call with G. Stinzani. Review of notes from K. Ho re financial model.	0.50	700.00	350.00
6/18/2020	Kristina Ho Call with C. Mouton re review forecast & cashflow assumptions; review outstanding items. Update forecast and cashflow forecast with additional information received.	4.00	295.00	1,180.00
6/19/2020	Pritesh Patel Review of model and discussion with K. Ho on same.	0.75	700.00	525.00
6/19/2020	Kristina Ho	0.75	295.00	221.25

Invoice No.: 20405421
 Date: 7/13/2020

Date	Name and Description	Hours	Rate	Amount
	Review & update forecast with additional assumptions. Call with P. Patel.			
6/23/2020	Pritesh Patel Call with G. Stinzani and J. Berkowitz to discuss July rent payments and next steps re landlord discussions. Status update call with Aird & Berlis.	1.00	700.00	700.00
6/23/2020	Kristina Ho Review fall & winter season purchase orders and update cashflow accordingly.	2.50	295.00	737.50
6/24/2020	Pritesh Patel Call with G. Stinzani and C. Mouton to review model and assumptions.	1.50	700.00	1,050.00
6/24/2020	Kristina Ho Call with G. Stinziani and C. Mouton re updated forecast model; update model with changes discussed; create store payroll schedule to forecast 2020 & 2021 payroll expense.	7.50	295.00	2,212.50
6/25/2020	Kristina Ho Prepare reconciliation with Geox internal forecast; call with C. Mouton re rent, payroll, and reconciling operating expenses and update model accordingly.	4.00	295.00	1,180.00
6/26/2020	Kristina Ho Review and update rent schedule used for the forecast model.	1.50	295.00	442.50
6/30/2020	Pritesh Patel Call with Geox Canada to review model changes.	1.00	700.00	700.00
6/30/2020	Kristina Ho Call with G. Stinziani and C. Mouton re review updated forecast model. Make updates to assumptions in the forecast model and create additional presentation tabs.	4.50	295.00	1,327.50
Fees Total		72.00		\$ 32,111.25

Invoice No.: 20405421
Date: 7/13/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 28,711.25
Technology and Administrative Fees		1,435.56
GST/HST #885435842 RT0001		3,919.08
Total Due	CAD	\$ 34,065.89

Payment Options

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Bank Institute No.: 004
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RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 7/30/2020
Invoice No.: 20405468
Engagement No.: 2021939
Payment Terms: Due on Receipt

Professional services rendered to July 17, 2020. \$ 37,662.50

Sub-Total		37,662.50
Technology and Administrative Fees		1,883.13
GST/HST #885435842 RT0001		5,140.94
Total Due	CAD	\$ 44,686.57

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312.828.0800

Invoice No.: 20405468
Date: 7/30/2020

Fees			
Name	Hours	Rate	Amount
Gilles Benchaya	5.50	\$ 895.00	\$ 4,922.50
Kristina Ho	54.50	295.00	16,077.50
Pritesh Patel	21.50	775.00	16,662.50
	81.50		\$ 37,662.50

Invoice No.: 20405468
 Date: 7/30/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
7/1/2020	Kristina Ho Update forecast model with new assumptions to payroll & rent, prepare additional presentation tabs.	2.00	\$ 295.00	\$ 590.00
7/3/2020	Kristina Ho Draft presentation re status quo forecast and scenario analysis. Update forecast model for different rent concession scenarios.	6.00	295.00	1,770.00
7/5/2020	Kristina Ho Prepare analysis and presentation on current forecast P&L and scenario analysis on rent concessions.	4.00	295.00	1,180.00
7/7/2020	Gilles Benchaya Call with G. Stinzani to review report and subsequent call with Counsel to discuss status and alternatives.	2.00	895.00	1,790.00
7/7/2020	Pritesh Patel Review of default notices from Geox. Call with K. Ho to review deck, edits on same. Call with Geox Canada team to review draft deck. Call with Aird & Berlis on status and next steps.	3.00	775.00	2,325.00
7/8/2020	Kristina Ho Review additional information provided re 2019 financials and restated 2019 sales. Call with C. Mouton re same.	1.00	295.00	295.00
7/9/2020	Pritesh Patel Review and edits to revised deck from K. Ho, call to discuss same. Call with G. Stinzani re timing for SpA meetings. Review of comments on deck from G. Benchaya.	1.00	775.00	775.00
7/9/2020	Kristina Ho Update presentation re rent concessions and scenario analysis for additional scenario analysis on rent and additional comments.	3.50	295.00	1,032.50
7/10/2020	Pritesh Patel Call with J. Berkowitz and G. Stinzani to discuss landlord strategy. Discussion with K. Ho re updates to 2019 figures and review/edits to deck.	2.50	775.00	1,937.50
7/11/2020	Kristina Ho Update presentation based on feedback from Aurora Consultants re preliminary discussions and adjust scenario analysis accordingly.	4.00	295.00	1,180.00
7/12/2020	Pritesh Patel Review and edits to revised deck from K. Ho incorporating input from J. Berkowitz and revisions to scenario analysis.	2.00	775.00	1,550.00

Invoice No.: 20405468
 Date: 7/30/2020

Date	Name and Description	Hours	Rate	Amount
7/12/2020	Kristina Ho Update presentation for revised proposed rent concession strategy by landlord and revise scenario analysis accordingly.	4.00	295.00	1,180.00
7/13/2020	Pritesh Patel Review of presentation with K. Ho based on feedback from lease consultant, edits on same. Calls with G. Stinziani to review and revise presentation.	4.00	775.00	3,100.00
7/13/2020	Kristina Ho Prepare and revise presentation and forecast re rent scenario analysis to reflect current landlord proposals received, call with G. Stinziani & P. Patel re same.	7.50	295.00	2,212.50
7/14/2020	Kristina Ho Call with HQ finance team re presentation on rent analysis & planning and next steps. Update presentation and forecast analysis to reflect comments.	7.00	295.00	2,065.00
7/15/2020	Gilles Benchaya Call with G. Stinzani and P. Patel on Deck and review of deck for Calls with Italy.	1.00	895.00	895.00
7/15/2020	Pritesh Patel Continued review of presentation and analysis. Calls with G. Stinziani, K. Ho to review and edit presentation in advance of follow-up meeting with SpA finance.	3.50	775.00	2,712.50
7/15/2020	Kristina Ho Update and revise presentation & forecast analysis re revised counterproposals & revised rent analysis. Call with G. Stinziani & P. Patel re same.	6.00	295.00	1,770.00
7/16/2020	Gilles Benchaya Review latest deck for call with CEO and subsequent call with G. Stinzani re negotiation strategy.	1.00	895.00	895.00
7/16/2020	Pritesh Patel Call with SpA finance team to review revised presentation. Calls with K. Ho re additional updates, review of same. Call with G. Stinziani to review presentation and store closure analysis.	4.00	775.00	3,100.00
7/16/2020	Kristina Ho Call with HQ Finance Team re revised presentation on landlord proposals & next steps. Update deck & forecast analysis for additional comments & analysis required. Call with G. Stinziani & P. Patel re same.	9.50	295.00	2,802.50
7/17/2020	Gilles Benchaya Call with Geox SpA.	1.50	895.00	1,342.50

Invoice No.: 20405468
Date: 7/30/2020

Date	Name and Description	Hours	Rate	Amount
7/17/2020	Pritesh Patel Preparation and call with Geox SpA to present rent analysis deck.	1.50	775.00	1,162.50
Fees Total		81.50		\$ 37,662.50

Invoice No.: 20405468
Date: 7/30/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 37,662.50
Technology and Administrative Fees		1,883.13
GST/HST #885435842 RT0001		5,140.94
Total Due	CAD	\$ 44,686.57

Payment Options

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525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
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312.828.0800

RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 9/2/2020
Invoice No.: 20405578
Engagement No.: 2021939
Payment Terms: Due on Receipt

Professional services rendered to August 31, 2020. \$ 7,213.75

Sub-Total		7,213.75
Technology and Administrative Fees		360.69
GST/HST #885435842 RT0001		984.68
Total Due	CAD	\$ 8,559.12

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405578
Date: 9/2/2020

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	5.30	\$ 250.00	\$ 1,325.00
Gilles Benchaya	1.00	895.00	895.00
Kristina Ho	6.25	295.00	1,843.75
Pritesh Patel	4.50	700.00	3,150.00
	17.05		\$ 7,213.75

Invoice No.: 20405578
 Date: 9/2/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
7/21/2020	Pritesh Patel Update call with Aird & Berlis.	0.50	\$ 700.00	\$ 350.00
7/29/2020	Pritesh Patel Prepare CF template and call with Geox Canada team to review same.	1.00	700.00	700.00
8/25/2020	Pritesh Patel Update call with G. Stinziani re status of landlord negotiations.	0.50	700.00	350.00
8/26/2020	Carol O'Donnell Prepare document templates for filing of the NOI, share with Richter team.	1.80	250.00	450.00
8/26/2020	Gilles Benchaya Update call with G. Stinziani.	0.50	895.00	447.50
8/26/2020	Pritesh Patel Call with G. Stinziani and review of draft presentation for CEO. Call with A&B, Geox to review presentation and discuss next steps.	1.50	700.00	1,050.00
8/26/2020	Kristina Ho Prepare & review information required for statutory forms for NOI filing.	2.00	295.00	590.00
8/27/2020	Kristina Ho Review draft creditor listing & prepare statutory documents for NOI filing.	1.50	295.00	442.50
8/28/2020	Carol O'Donnell Review and edits to creditor list, communications with K. Ho.	1.50	250.00	375.00
8/28/2020	Gilles Benchaya Call G. Stinziani re filing considerations.	0.50	895.00	447.50
8/28/2020	Pritesh Patel Call with G. Stinziani re update from CEO meeting. Call and emails with K. Ho re document preparation for NOI filing.	0.50	700.00	350.00
8/28/2020	Kristina Ho Prepare creditors list & finalize statutory forms for NOI filing.	2.00	295.00	590.00
8/31/2020	Carol O'Donnell Import creditor list to Ascend. Update documents for filing. Prepare creditor list for email notification.	2.00	250.00	500.00
8/31/2020	Pritesh Patel Review docs for NOI filing, correspondence with Richter team on same.	0.50	700.00	350.00
8/31/2020	Kristina Ho Review revised addresses on creditor's list. Discussions with P. Patel on documents for NOI filing.	0.75	295.00	221.25

Invoice No.: 20405578
Date: 9/2/2020

Date	Name and Description	Hours	Rate	Amount
2262	Name and Description	Hours	Rate	Amount
Fees Total		17.05		\$ 7,213.75

Invoice No.: 20405578
Date: 9/2/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 7,213.75
Technology and Administrative Fees		360.69
GST/HST #885435842 RT0001		984.68
Total Due	CAD	\$ 8,559.12

Payment Options

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RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 9/22/2020
Invoice No.: 20405641
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered to September 18, 2020. \$ 23,043.00

Disbursements 741.10

Sub-Total		23,784.10
Technology and Administrative Fees		1,189.21
GST/HST #885435842 RT0001		3,246.53
Total Due	CAD	\$ 28,219.84

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Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405641
Date: 9/22/2020

Fees			
Name	Hours	Rate	Amount
Adam Zeldin	1.50	\$ 425.00	\$ 637.50
Carol O'Donnell	7.65	250.00	1,912.50
Gilles Benchaya	2.00	795.00	1,590.00
Kristina Ho	30.75	295.00	9,071.25
Nicole Fournier	1.00	250.00	250.00
Pascale Lareau	1.30	185.00	240.50
Pritesh Patel	11.75	795.00	9,341.25
	55.95		\$ 23,043.00
Disbursements			
Postage and Copies			\$ 741.10
			\$ 741.10

Invoice No.: 20405641
 Date: 9/22/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
9/3/2020	Pritesh Patel Call with Aird & Berlis, G. Stinziani re next steps.	0.50	\$ 795.00	\$ 397.50
9/3/2020	Kristina Ho Call with Aird & Berlis and Geox re planning for NOI filing. Prepare statutory forms for NOI filing.	1.75	295.00	516.25
9/4/2020	Gilles Benchaya Discussion with G. Stinziani re filing considerations and communications.	1.00	795.00	795.00
9/4/2020	Pritesh Patel Call with Aird & Berlis, G. Stinziani re next steps. Call with G. Stinziani re lease consultant.	0.75	795.00	596.25
9/4/2020	Kristina Ho Call with Aird & Berlis and Geox re planning for NOI filing.	0.50	295.00	147.50
9/5/2020	Pritesh Patel Review of letters prepared by Aird & Berlis and edits to same.	1.00	795.00	795.00
9/7/2020	Pritesh Patel Call with G. Stinziani re creditor listing and email to Aird & Berlis on same.	0.50	795.00	397.50
9/8/2020	Gilles Benchaya Update call with P. Patel on status of NOI and filing.	0.50	795.00	397.50
9/8/2020	Pritesh Patel Emails/calls with Geox re timing of filing, signing docs, etc. Correspondence with Aird & Berlis re letters. Call with Geox and Aird & Berlis re filing of filing. Update call with G. Benchaya.	1.75	795.00	1,391.25
9/8/2020	Kristina Ho Prepare final statutory documents for filing. Update call with Aird & Berlis and Geox re next steps.	2.50	295.00	737.50
9/9/2020	Gilles Benchaya Call with J. Berkowitz re lease strategy and consulting fees.	0.50	795.00	397.50
9/9/2020	Pritesh Patel Update call with Geox SpA. Review and sign lease disclaimers.	1.00	795.00	795.00
9/9/2020	Adam Zeldin Review/comment on Notice to Creditors re NOI. Calls/emails with K. Ho re CF matters, creditor notice, claims.	1.00	425.00	425.00
9/9/2020	Kristina Ho	4.50	295.00	1,327.50

Invoice No.: 20405641
 Date: 9/22/2020

Date	Name and Description	Hours	Rate	Amount
	Prepare draft notice to creditors for creditor mailing. Update call with Geox & Aird & Berlis re next steps and NOI timeline. Review preliminary draft of cash flow forecast.			
9/10/2020	Carol O'Donnell Prepare case website and post documents.	0.50	250.00	125.00
9/10/2020	Adam Zeldin Discussion with P. Patel re creditor mailing, cash flow, next steps.	0.50	425.00	212.50
9/11/2020	Pritesh Patel Call with Aird & Berlis and Fasken re timing of court relief and next steps. Call with K. Ho to review draft CF, payments for w/e September 11. Update call with A. Zeldin.	1.25	795.00	993.75
9/11/2020	Kristina Ho Prepare supplementary creditor mailing list. Review last week's payment run and calculation of proposed September rent payment.	2.00	295.00	590.00
9/14/2020	Carol O'Donnell Review notice to creditors, prepare supplementary emails and labels, prepare creditor list, prepare package for mailing.	2.25	250.00	562.50
9/14/2020	Nicole Fournier Translation of Notice to Creditors.	1.00	250.00	250.00
9/14/2020	Pritesh Patel Calls with G. Stinziani re landlord discussions, employee matters.	0.50	795.00	397.50
9/14/2020	Kristina Ho Prepare supplementary mailing list for the notice to creditors. Review weekly payment run. Review updated cashflow forecast.	5.00	295.00	1,475.00
9/15/2020	Pascale Lareau Prepare mailing to Creditors.	1.30	185.00	240.50
9/15/2020	Carol O'Donnell Prepare mailing, emails to creditors.	2.40	250.00	600.00
9/15/2020	Pritesh Patel Call with J. Berkowitz and G. Stinziani re landlord discussions and strategy. Review of CF and call with K. Ho to review same.	1.00	795.00	795.00
9/15/2020	Kristina Ho Review updated weekly cashflow forecast and prepare comments in advance of call with Geox.	1.50	295.00	442.50
9/16/2020	Pritesh Patel Call with Geox team to review CF and outstanding items. Update call with Aird & Berlis, Geox to discuss plan and next steps.	1.50	795.00	1,192.50

Invoice No.: 20405641
 Date: 9/22/2020

Date	Name and Description	Hours	Rate	Amount
9/16/2020	Kristina Ho Call with Geox re comments on cashflow forecast. Correspond with vendors re implications of NOI filing. Correspond with ADP re next payroll run. Update cashflow forecast for filing. Prepare notes on assumptions used for forecast.	6.00	295.00	1,770.00
9/17/2020	Pritesh Patel Review of revised CF with K. Ho. Call with G. Stinziani re CF, landlord discussions.	1.00	795.00	795.00
9/17/2020	Kristina Ho Revise and finalize cash flow forecast for filing. Prepare supplementary employee mailing list.	4.00	295.00	1,180.00
9/18/2020	Carol O'Donnell Prepare mail affidavit, efile. Prepare form 29, 30, efile forms. Prepare mailing and email to employees. Communication with OSB re filing of CF statement.	2.50	250.00	625.00
9/18/2020	Pritesh Patel Call with K. Ho to finalize CF. Sign CF and reports for submission. Call with C. Mouton to discuss creditor inquiries, Moneris, etc.	1.00	795.00	795.00
9/18/2020	Kristina Ho Call with C. Mouton & P. Patel re finalizing the cashflow for filing. Prepare statutory forms for filing. Correspond with vendors re implications of NOI filing.	3.00	295.00	885.00
Fees Total		55.95		\$ 23,043.00
Date	Name and Description	Hours	Rate	Amount
9/15/2020	Postage and Copies 9/15/2020: 18 pages X 158 copies @ \$0.10; Notice to Creditors			\$ 284.40
9/15/2020	Postage and Copies 9/15/2020: Notice to Creditors			456.70
Disbursements Total				\$ 741.10

Invoice No.: 20405641
Date: 9/22/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 23,784.10
Technology and Administrative Fees		1,189.21
GST/HST #885435842 RT0001		3,246.53
Total Due	CAD	\$ 28,219.84

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

TORONTO

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181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 10/6/2020
Invoice No.: 20405686
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered to October 2, 2020 \$ 27,206.25

Sub-Total		27,206.25
Technology and Administrative Fees		1,360.31
GST/HST #885435842 RT0001		3,713.65
Total Due	CAD	\$ 32,280.21

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405686
Date: 10/6/2020

Fees			
Name	Hours	Rate	Amount
Adam Zeldin	19.10	\$ 425.00	\$ 8,117.50
Carol O'Donnell	2.00	250.00	500.00
Kristina Ho	30.00	295.00	8,850.00
Pritesh Patel	12.25	795.00	9,738.75
	63.35		\$ 27,206.25

Invoice No.: 20405686
 Date: 10/6/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
9/21/2020	Pritesh Patel Call with A&B, Faskens to discuss Savino agreement, upcoming motion. Call with G. Stinziani re status of landlord discussions. Call with A. Zeldin re First Report.	1.50	\$ 795.00	\$ 1,192.50
9/21/2020	Adam Zeldin Review/respond to various creditor enquiries. Begin drafting First Report to Court re stay extension etc., discussion with P. Patel re same.	2.00	425.00	850.00
9/21/2020	Kristina Ho Respond to creditor inquiries. Prepare template for actual to variance CF reporting.	1.00	295.00	295.00
9/22/2020	Pritesh Patel Call with Geox and Remco. Review of weekly payments with K. Ho.	0.50	795.00	397.50
9/22/2020	Adam Zeldin Call with K. Ho re pre-payment letter. Continue drafting First Report to Court.	2.50	425.00	1,062.50
9/22/2020	Kristina Ho Review proposed payment list, call with P. Patel on same. Prepare variance report to track actuals. Call with Novexco and Remco re implications of NOI filing. Respond to creditor inquiries. Prepare draft of payment letter to Remco.	4.50	295.00	1,327.50
9/23/2020	Carol O'Donnell Prepare labels, prepare mailing and email to employees.	0.90	250.00	225.00
9/23/2020	Pritesh Patel Update call with A&B, G. Stinziani re status of landlord negotiations, outstanding issues and next steps. Call with Geox controller re payments, vendor demands. Call with Moneris re reserve. Review and edits to vendor payment letters.	3.00	795.00	2,385.00
9/23/2020	Adam Zeldin Continue drafting First Report to Court, emails/calls with Richter team re same. Review/comment on pre-payment letter to vendor. Review of draft stay extension order.	2.50	425.00	1,062.50
9/23/2020	Kristina Ho Review proposed October rent calculation. Call with Geox and Aird & Berlis re status update on landlord negotiations. Call with Moneris re implications of NOI filing. Draft letter to Remco re pre-filing balance.	4.00	295.00	1,180.00
9/24/2020	Adam Zeldin	4.00	425.00	1,700.00

Invoice No.: 20405686
 Date: 10/6/2020

Date	Name and Description	Hours	Rate	Amount
	Review/update First Report and review of various background information on Geox re same. Discussions with K. Ho re First Report. Review/comment on Stay Extension Motion Affidavit, comments to P. Patel on same.			
9/24/2020	Kristina Ho Prepare & review information for the Trustee's First Report. Call with UPS re implications of NOI filing. Review draft affidavit and provide comments. Prepare letter to UPS re deposit and revised credit terms.	4.00	295.00	1,180.00
9/25/2020	Pritesh Patel Review of and discussions with Richter team re First Report. Call with K. Ho re vendor demands.	0.75	795.00	596.25
9/25/2020	Adam Zeldin Review/revise First Report, discussions with Richter team re same. Review/comment on updated Affidavit/Stay Extension Order, emails with A&B re same.	3.25	425.00	1,381.25
9/25/2020	Kristina Ho Review variance report for week ending September 18. Review draft of Trustee's First Report. Prepare financial statements for Trustee's First Report.	2.00	295.00	590.00
9/27/2020	Adam Zeldin Final review of affidavit, Notice of Motion and Stay Extension Order. Emails with Richter team/Fasken/A&B re revisions to Affidavit. Review of QC security review memo prepared by Fasken.	1.50	425.00	637.50
9/28/2020	Carol O'Donnell Post documents to website, file with OSB.	0.30	250.00	75.00
9/28/2020	Pritesh Patel Call with A&B re finalized affidavit and next steps. Review and investigation into Traffix demand. Review of letter from Savino, correspondence on same. Discussion with K. Ho on outstanding issues.	1.50	795.00	1,192.50
9/28/2020	Adam Zeldin Review/revise First Report. Discussions with Richter team. Review of CF variances, emails with K. Ho re same.	1.75	425.00	743.75
9/28/2020	Kristina Ho Prepare cumulative variance report for Trustee's First Report. Review proposed payments to vendors and revised October rent payment.	3.00	295.00	885.00
9/29/2020	Pritesh Patel	2.50	795.00	1,987.50

Invoice No.: 20405686
 Date: 10/6/2020

Date	Name and Description	Hours	Rate	Amount
	Review and edits to draft of First Report, discussion with Richter team on same. Call with Geox re employee matter. Review of further revised draft of First Report, circulate copy to Fasken for comment. Call with Savino lawyer re demand letter.			
9/29/2020	Adam Zeldin Review/update First Report, discussions with Richter team re same. Review of historical financials, emails/calls with K. Ho re same.	1.60	425.00	680.00
9/29/2020	Kristina Ho Prepare & revise historical financial statement figures for Trustee's First Report. Review letter to Uline re revised credit terms. Call with Traffix re implications of NOI filing.	4.50	295.00	1,327.50
9/30/2020	Pritesh Patel Call with counsel to Traffix and review of demand on same. Call with A&B/Fasken re Traffix demand, review and comment on emails on same.	1.00	795.00	795.00
9/30/2020	Kristina Ho Call with Aird & Berlis and Geox re update on landlord negotiations and NOI timeline. Update draft of report for historical financials. Call with C. Mouton re correspondence with key vendors.	3.00	295.00	885.00
10/1/2020	Carol O'Donnell Post document to website, file with OSB.	0.30	250.00	75.00
10/1/2020	Pritesh Patel Calls/emails with A&B/Fasken re Traffix demand, calls with Geox on same. Update call with K. Ho re outstanding issues. Review and finalize First Report.	1.50	795.00	1,192.50
10/1/2020	Kristina Ho Prepare appendices for Trustee's first report. Review post-filing payment to CBSA. Review statements for warehouse (Savino). Respond to creditor inquiries.	3.00	295.00	885.00
10/2/2020	Carol O'Donnell Post documents on website and file with OSB.	0.50	250.00	125.00
10/2/2020	Kristina Ho Review request from Savino re payment on pre-filing invoices. Review payment to Traffix.	1.00	295.00	295.00
Fees Total		63.35		\$ 27,206.25

Invoice No.: 20405686
Date: 10/6/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 27,206.25
Technology and Administrative Fees		1,360.31
GST/HST #885435842 RT0001		3,713.65
Total Due	CAD	\$ 32,280.21

Payment Options

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Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

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CHICAGO

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Chicago IL 60606
312.828.0800

RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 10/19/2020
Invoice No.: 20405729
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered to October 16, 2020 \$ 8,485.75

Sub-Total		8,485.75
Technology and Administrative Fees		424.29
GST/HST #885435842 RT0001		1,158.31
Total Due	CAD	\$ 10,068.35

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200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405729
Date: 10/19/2020

Fees			
Name	Hours	Rate	Amount
Adam Zeldin	1.35	\$ 425.00	\$ 573.75
Alexandra Kovacs-Espley	5.00	210.00	1,050.00
Carol O'Donnell	2.75	250.00	687.50
Kristina Ho	13.25	295.00	3,908.75
Pritesh Patel	2.85	795.00	2,265.75
	25.20		\$ 8,485.75

Invoice No.: 20405729
 Date: 10/19/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
10/5/2020	Alexandra Kovacs-Espley Reviewing weekly payment listing for invoices dated after Sept 8.	0.50	\$ 210.00	\$ 105.00
10/5/2020	Kristina Ho Review weekly payment list. Prepare and review weekly variance reporting.	3.00	295.00	885.00
10/6/2020	Carol O'Donnell Post documents to website, efile to OSB.	0.50	250.00	125.00
10/6/2020	Pritesh Patel Preparation and attendance on Court call for Extension motion.	0.75	795.00	596.25
10/6/2020	Adam Zeldin Attend court hearing re Stay Extension Motion. Arrange for Court documents to posted to website.	0.60	425.00	255.00
10/6/2020	Kristina Ho Continue to review weekly payment list.	1.00	295.00	295.00
10/7/2020	Pritesh Patel Call with A&B and Geox re landlord update and outstanding issues. Review and sign lease disclaimer notices.	1.00	795.00	795.00
10/7/2020	Kristina Ho Review additional payments for the week. Call with Geox and A&B re update on landlord negotiations.	2.50	295.00	737.50
10/8/2020	Pritesh Patel Review of letter from counsel re Fieldgate, emails with Geox on same. Call to Fieldgate counsel re letter.	0.50	795.00	397.50
10/8/2020	Kristina Ho Prepare list of employees for notice to creditor mailing. Review proposed payments.	1.25	295.00	368.75
10/9/2020	Carol O'Donnell Prepare list of emails to employees, send notice by email, update records.	0.75	250.00	187.50
10/9/2020	Adam Zeldin Call with CRA re proposed GST/HST audit, emails with Richter team re same.	0.75	425.00	318.75
10/13/2020	Carol O'Donnell Post document to website.	0.20	250.00	50.00
10/13/2020	Alexandra Kovacs-Espley Weekly cash flow reconciliation and weekly payment run review.	2.00	210.00	420.00
10/13/2020	Kristina Ho Respond to creditor inquiries. Review weekly payment run. Review weekly variance report.	3.75	295.00	1,106.25

Invoice No.: 20405729
 Date: 10/19/2020

Date	Name and Description	Hours	Rate	Amount
10/14/2020	Carol O'Donnell Email creditor notices to terminated employees.	0.30	250.00	75.00
10/14/2020	Pritesh Patel Update call with counsel re timing of proposal.	0.30	795.00	238.50
10/14/2020	Alexandra Kovacs-Espley Creating and updating terminated employee listing for notices to be sent, responding to creditor inquiries, call with CRA re letter.	2.50	210.00	525.00
10/14/2020	Kristina Ho Review list of terminated employees for mailing of creditor's notice. Review letter from CRA.	0.75	295.00	221.25
10/15/2020	Carol O'Donnell Send email and creditor mailing to terminated employees.	1.00	250.00	250.00
10/16/2020	Pritesh Patel Review of emails from Geox SpA re amounts owed to footwear vendors, correspondence with K. Ho on same.	0.30	795.00	238.50
10/16/2020	Kristina Ho Review pre-filing claims assigned to Geox SpA against creditor listing. Discussions with P. Patel on same.	1.00	295.00	295.00
Fees Total		25.20		\$ 8,485.75

Invoice No.: 20405729
Date: 10/19/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 8,485.75
Technology and Administrative Fees		424.29
GST/HST #885435842 RT0001		1,158.31
Total Due	CAD	\$ 10,068.35

Payment Options

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Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

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RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 11/6/2020
Invoice No.: 20405779
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered to October 31, 2020 \$ 15,744.00

Sub-Total		15,744.00
Technology and Administrative Fees		787.20
GST/HST #885435842 RT0001		2,149.06
Total Due	CAD	\$ 18,680.26

TORONTO

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405779
Date: 11/6/2020

Fees			
Name	Hours	Rate	Amount
Adam Zeldin	0.75	\$ 425.00	\$ 318.75
Alexandra Kovacs-Espley	9.75	210.00	2,047.50
Carol O'Donnell	0.70	250.00	175.00
Kristina Ho	28.00	295.00	8,260.00
Patrick Lareau	0.50	425.00	212.50
Pritesh Patel	5.95	795.00	4,730.25
	45.65		\$ 15,744.00

Invoice No.: 20405779
 Date: 11/6/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
10/19/2020	Alexandra Kovacs-Espley Weekly CF variance analysis and updating numbers for actuals.	0.50	\$ 210.00	\$ 105.00
10/19/2020	Kristina Ho Review weekly variance report.	0.50	295.00	147.50
10/20/2020	Pritesh Patel Call with A&B re Traffix demand letter.	0.20	795.00	159.00
10/20/2020	Alexandra Kovacs-Espley Review of support for weekly payment run.	0.50	210.00	105.00
10/20/2020	Kristina Ho Review weekly payment listing.	1.00	295.00	295.00
10/21/2020	Adam Zeldin Discussions with Richter team re Landlord claims, comparative analysis of same.	0.50	425.00	212.50
10/22/2020	Pritesh Patel Review of emails re status of landlord negotiations.	0.50	795.00	397.50
10/22/2020	Alexandra Kovacs-Espley Update termination amounts to master listing for terminated employees.	0.75	210.00	157.50
10/23/2020	Carol O'Donnell Email notice of NOI to former employees.	0.50	250.00	125.00
10/23/2020	Pritesh Patel Call with A&B, Geox re update on CF negotiations. Follow-up call with K. Ho re landlord claims analysis.	1.25	795.00	993.75
10/23/2020	Alexandra Kovacs-Espley Re-calculating termination pay and comparing to amount as calculated per the Company.	2.50	210.00	525.00
10/23/2020	Kristina Ho Prepare pro-forma for Cadillac Fairview stores based on current proposal. Prepare claims analysis of landlord claims.	4.50	295.00	1,327.50
10/24/2020	Kristina Ho Continue preparation of CF proforma, claims analysis.	4.00	295.00	1,180.00
10/26/2020	Pritesh Patel Call with G. Stinziani re status of CF negotiations, review of claims assessment. Calls with K. Ho re claims analysis, review of same.	2.00	795.00	1,590.00
10/26/2020	Alexandra Kovacs-Espley Weekly CF variance analysis, responding to creditor inquiries, and calculating severance pay.	0.50	210.00	105.00

Invoice No.: 20405779
 Date: 11/6/2020

Date	Name and Description	Hours	Rate	Amount
10/26/2020	Kristina Ho Prepare claims analysis for estimated total claims pool. Calculate estimate of landlord claims. Review GST payments.	6.00	295.00	1,770.00
10/27/2020	Pritesh Patel Call with G. Stinziani re claims analysis, call with A&B on same. Calls with K. Ho re revised claims analysis, CF proforma.	2.00	795.00	1,590.00
10/27/2020	Alexandra Kovacs-Espley Update CF variance totals and responding to creditor inquiries. Reviewing weekly payment run.	1.00	210.00	210.00
10/27/2020	Kristina Ho Prepare analysis of claims pool with current landlord proposals. Prepare analysis of different scenarios to determine impact on claims pool. Review weekly payment list.	7.00	295.00	2,065.00
10/28/2020	Carol O'Donnell Respond to Revenu QC requests.	0.20	250.00	50.00
10/28/2020	Alexandra Kovacs-Espley Reviewing termination pay estimates and correspondence with controller regarding outstanding information. Responding to creditor inquiries.	4.00	210.00	840.00
10/28/2020	Kristina Ho Revise claims pool analysis for updated landlord proposals and scenarios.	1.50	295.00	442.50
10/29/2020	Patrick Lareau Discussion with C O'Donnell re Revenu Quebec. Letter to Revenu Quebec.	0.50	425.00	212.50
10/29/2020	Adam Zeldin Call with K. Ho re status of landlord negotiations, HST audit.	0.25	425.00	106.25
10/29/2020	Kristina Ho Call with G. Stinziani re claims pool analysis. Call with A&B and Geox management re Cadillac Fairview claims and next steps. Revise claims analysis with updated pre-filing amounts.	3.50	295.00	1,032.50
Fees Total		45.65		\$ 15,744.00

Invoice No.: 20405779
Date: 11/6/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 15,744.00
Technology and Administrative Fees		787.20
GST/HST #885435842 RT0001		2,149.06
Total Due	CAD	\$ 18,680.26

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

TORONTO

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181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 11/20/2020
Invoice No.: 20405817
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered to November 13, 2020 \$ 16,962.50

Sub-Total		16,962.50
Technology and Administrative Fees		848.13
GST/HST #885435842 RT0001		2,315.39
Total Due	CAD	\$ 20,126.02

TORONTO

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405817
Date: 11/20/2020

Fees			
Name	Hours	Rate	Amount
Adam Zeldin	6.40	\$ 425.00	\$ 2,720.00
Alexandra Kovacs-Espley	3.50	210.00	735.00
Carol O'Donnell	0.40	250.00	100.00
Kristina Ho	18.50	295.00	5,457.50
Pritesh Patel	10.00	795.00	7,950.00
	38.80		\$ 16,962.50

Invoice No.: 20405817
 Date: 11/20/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
11/2/2020	Pritesh Patel Review and response to G. Stinziani re employee notices. Discussion with K. Ho re claims analysis. Email with A. Zeldin re upcoming Report.	0.75	\$ 795.00	\$ 596.25
11/2/2020	Adam Zeldin Begin drafting Second Report to Court, discussions with Richter team re same. Review of draft Stay Extension Order.	2.80	425.00	1,190.00
11/2/2020	Alexandra Kovacs-Espley Review weekly CF variance analysis.	0.25	210.00	52.50
11/2/2020	Kristina Ho Prepare claims pool analysis using updated lease termination dates. Review November rent payment. Review store P&L for liquidation analysis.	3.50	295.00	1,032.50
11/3/2020	Pritesh Patel Call with G. Stinziani re claims analysis. Review of updated analysis from K. Ho and email to G. Stinziani re same. Call with A. Zeldin re November 20 hearing and next steps.	1.50	795.00	1,192.50
11/3/2020	Adam Zeldin Review/comment on draft Stinziani Affidavit and draft notice of motion. Review/update Second Report. Call with P. Patel re Second Report, various matters.	3.60	425.00	1,530.00
11/3/2020	Alexandra Kovacs-Espley Reviewing support for weekly payment run.	1.50	210.00	315.00
11/3/2020	Kristina Ho Call with G. Stinziani & P. Patel re claims pool analysis. Revise claims pool analysis to reflect comments. Review weekly payment run. Respond to creditor inquiries.	5.00	295.00	1,475.00
11/4/2020	Pritesh Patel Multiple calls with G. Stinziani re claims analysis, follow-up with K. Ho on same.	1.00	795.00	795.00
11/4/2020	Kristina Ho Prepare cashflow appendices & update draft of Trustee's Second Report. Call with G. Stinziani & P. Patel re current status of claims pool. Update claims pool analysis to reflect comments.	2.50	295.00	737.50
11/5/2020	Pritesh Patel Call with G. Stinziani re ETR provisions. Review of revised claims analysis based on first break date, emails with G. Stinziani on same. Call with Fasken re ETR/claims analysis.	1.25	795.00	993.75

Invoice No.: 20405817
 Date: 11/20/2020

Date	Name and Description	Hours	Rate	Amount
11/5/2020	Kristina Ho Update claims pool analysis using first break date. Respond to creditor inquiries.	1.00	295.00	295.00
11/9/2020	Pritesh Patel Call with G. Stinziani. Respond to email from SpA re claims analysis, call with Aird & Berlis on same.	1.00	795.00	795.00
11/9/2020	Alexandra Kovacs-Espley Review weekly CF variance analysis	0.75	210.00	157.50
11/10/2020	Pritesh Patel Call with Geox re claims analysis, follow-up call with Aird & Berlis re ETR issue. Review of analysis from Fasken on ETR.	2.00	795.00	1,590.00
11/10/2020	Kristina Ho Call with Geox SpA and A&B re current claims pool.	1.00	295.00	295.00
11/11/2020	Pritesh Patel Review and comments on Second Report. Review revised draft and circulate to Fasken for comment. Update call with A&B and Geox.	1.50	795.00	1,192.50
11/11/2020	Alexandra Kovacs-Espley Reviewing support for weekly payment run.	1.00	210.00	210.00
11/11/2020	Kristina Ho Review weekly payment list.	0.50	295.00	147.50
11/12/2020	Carol O'Donnell Post documents on website and file with OSB.	0.40	250.00	100.00
11/12/2020	Kristina Ho Review of extended cashflow forecast in support of Extension.	2.00	295.00	590.00
11/13/2020	Pritesh Patel Review and comments on revised draft of Second Report. Call with K. Ho re CF.	1.00	795.00	795.00
11/13/2020	Kristina Ho Review updated extended cashflow forecast for additional comments & changes. Update the Trustee's Second Report re cashflow forecast. Prepare cashflow reports for Report appendices.	3.00	295.00	885.00
Fees Total		38.80		\$ 16,962.50

Invoice No.: 20405817
Date: 11/20/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 16,962.50
Technology and Administrative Fees		848.13
GST/HST #885435842 RT0001		2,315.39
Total Due	CAD	\$ 20,126.02

Payment Options

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Wire Transfer Toronto Dominion Bank
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525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
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RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 12/31/2020
Invoice No.: 20405927
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered from November 14 to December 11, 2020 \$ 15,577.65

Disbursements 30.36

Sub-Total		15,608.01
Technology and Administrative Fees		780.40
GST/HST #885435842 RT0001		2,130.49
Total Due	CAD	\$ 18,518.90

TORONTO

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405927
Date: 12/31/2020

Fees			
Name	Hours	Rate	Amount
Adam Zeldin	9.40	\$ 425.00	\$ 3,995.00
Alexandra Kovacs-Espley	7.94	210.00	1,667.40
Carol O'Donnell	2.00	250.00	500.00
Gilles Benchaya	1.50	795.00	1,192.50
Kristina Ho	19.25	295.00	5,678.75
Pritesh Patel	3.20	795.00	2,544.00
	43.29		\$ 15,577.65
Disbursements			
Parking charges			\$ 30.36
			\$ 30.36

Invoice No.: 20405927
 Date: 12/31/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
11/16/2020	Pritesh Patel Call with Geox re updated CF, review of updated draft of same. Review of comments from A&B on Second Report.	1.50	\$ 795.00	\$ 1,192.50
11/16/2020	Adam Zeldin Review comments from A&B re Second Report, revise/finalize same. Discussions with Richter team.	1.50	425.00	637.50
11/16/2020	Alexandra Kovacs-Espley Prepare weekly variance reporting.	0.25	210.00	52.50
11/16/2020	Kristina Ho Call with G. Stinziani and C. Mouton re revised forecast. Update cashflow forecast to reflect new sales & purchases assumptions. Prepare revised cashflow reports.	4.50	295.00	1,327.50
11/17/2020	Carol O'Donnell Post documents to website and efile same with OSB.	0.40	250.00	100.00
11/17/2020	Pritesh Patel Email from counsel to Cadillac Fairview re lease disclaimers. Review final draft of Second Report.	0.50	795.00	397.50
11/17/2020	Adam Zeldin Review/finalize Second Report, arrange for service of same.	0.50	425.00	212.50
11/18/2020	Pritesh Patel Review and sign amended lease disclaimers.	0.20	795.00	159.00
11/18/2020	Adam Zeldin Review/sign Second Report.	0.50	425.00	212.50
11/18/2020	Alexandra Kovacs-Espley Reviewing weekly payment run and updating weekly variance reports.	0.60	210.00	126.00
11/18/2020	Kristina Ho Review weekly payment run.	0.50	295.00	147.50
11/19/2020	Carol O'Donnell Verify bank for wire transfer. Prepare wire transfer.	0.30	250.00	75.00
11/20/2020	Carol O'Donnell Post documents to website, file same with OSB.	0.50	250.00	125.00
11/20/2020	Pritesh Patel Discussion with A. Zeldin re hearing and next steps.	0.25	795.00	198.75
11/20/2020	Adam Zeldin	0.50	425.00	212.50

Invoice No.: 20405927
 Date: 12/31/2020

Date	Name and Description	Hours	Rate	Amount
	Attend Court hearing re Stay Extension. Discussions with P. Patel re hearing/next steps. Arrange for Order/endorsement to be filed and posted to website.			
11/23/2020	Alexandra Kovacs-Espley Prepare weekly variance reporting.	0.67	210.00	140.70
11/24/2020	Adam Zeldin Richter team call re next steps in proceedings.	0.25	425.00	106.25
11/25/2020	Pritesh Patel Update call with Geox and A&B. Call with Richter team on same.	0.75	795.00	596.25
11/25/2020	Adam Zeldin Review of emails re status of landlord negotiations, next steps in proceedings. Call with Richter team re proposal, next steps.	0.70	425.00	297.50
11/25/2020	Alexandra Kovacs-Espley Reviewing weekly payment run & updating results in variance reports.	0.50	210.00	105.00
11/25/2020	Kristina Ho Review weekly payment run.	0.25	295.00	73.75
11/27/2020	Adam Zeldin Begin drafting Trustee's Report on the Proposal, emails with Richter team re same.	1.00	425.00	425.00
11/30/2020	Carol O'Donnell Update deposit and prepare wire transfer. Post document to website and efile with OSB.	0.80	250.00	200.00
11/30/2020	Adam Zeldin Review of emails, letter from CRA, re status/findings in connection with HST audit.	0.30	425.00	127.50
11/30/2020	Alexandra Kovacs-Espley Prepare weekly variance reporting.	0.25	210.00	52.50
11/30/2020	Kristina Ho Review GST payment and emails from creditors.	0.25	295.00	73.75
12/1/2020	Adam Zeldin Emails with Richter team re weekly update meeting and cash flows.	0.25	425.00	106.25
12/1/2020	Alexandra Kovacs-Espley Update weekly variance reports and review weekly payment run.	0.50	210.00	105.00
12/1/2020	Kristina Ho Review weekly payment list and December rent calculations. Respond to vendor re: credit terms and store closures. Review inventory rollforward information provided.	2.00	295.00	590.00
12/2/2020	Gilles Benchaya	1.00	795.00	795.00

Invoice No.: 20405927
 Date: 12/31/2020

Date	Name and Description	Hours	Rate	Amount
12/2/2020	Update call with Company and A&B. Adam Zeldin Call with K. Ho re inventory rollforward/liquidation analysis.	0.30	425.00	127.50
12/2/2020	Kristina Ho Review additional information provided for inventory rollforward and liquidation analysis. Review payments to creditors.	4.50	295.00	1,327.50
12/3/2020	Adam Zeldin Call with G. Benchaya re liquidation analysis, status of landlord agreements, next steps.	0.40	425.00	170.00
12/3/2020	Kristina Ho Review additional information provided for inventory rollforward and prepare updated liquidation analysis.	2.00	295.00	590.00
12/7/2020	Alexandra Kovacs-Espley Review of weekly variance reporting.	0.25	210.00	52.50
12/8/2020	Adam Zeldin Continue drafting Proposal Trustee's Report on the Proposal. Discussions with K. Ho re review of financial records.	2.70	425.00	1,147.50
12/8/2020	Kristina Ho Respond to creditor inquiries. Review payment run.	0.50	295.00	147.50
12/9/2020	Gilles Benchaya Update call with company and A&B.	0.50	795.00	397.50
12/9/2020	Adam Zeldin Call with Geox/A&B re status of landlord negotiations, proposed stay extension, related matters.	0.50	425.00	212.50
12/9/2020	Alexandra Kovacs-Espley Review of weekly payment run.	1.00	210.00	210.00
12/10/2020	Alexandra Kovacs-Espley Review of documentation, including monthly bank statements, supporting transactions during the 12-months prior to NOI filing date.	3.75	210.00	787.50
12/10/2020	Kristina Ho Update liquidation analysis with additional information.	0.75	295.00	221.25
12/11/2020	Alexandra Kovacs-Espley Calculating average weekly collections for different revenue streams.	0.17	210.00	35.70
12/11/2020	Kristina Ho Review & revise extended cash flow forecast to February 2021.	4.00	295.00	1,180.00
Fees Total		43.29		\$ 15,577.65

Invoice No.: 20405927
Date: 12/31/2020

Date 2262	Name and Description Name and Description	Hours Hours	Rate Rate	Amount Amount
Date	Name and Description	Hours	Rate	Amount
11/20/2020	Parking charges			\$ 30.36
Disbursements Total				\$ 30.36

Invoice No.: 20405927
Date: 12/31/2020

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 15,608.01
Technology and Administrative Fees		780.40
GST/HST #885435842 RT0001		2,130.49
Total Due	CAD	\$ 18,518.90

Payment Options

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Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
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RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 1/20/2021
Invoice No.: 20405996
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered to December 31, 2020 \$ 35,400.75

Sub-Total		35,400.75
Technology and Administrative Fees		1,770.04
GST/HST #885435842 RT0001		4,832.21
Total Due	CAD	\$ 42,003.00

TORONTO

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20405996
Date: 1/20/2021

Fees			
Name	Hours	Rate	Amount
Adam Zeldin	32.25	\$ 425.00	\$ 13,706.25
Alexandra Kovacs-Espley	13.20	210.00	2,772.00
Carol O'Donnell	1.20	250.00	300.00
Gilles Benchaya	12.50	795.00	9,937.50
Kristina Ho	28.00	295.00	8,260.00
Patrick Lareau	1.00	425.00	425.00
	88.15		\$ 35,400.75

Invoice No.: 20405996
 Date: 1/20/2021

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
11/11/2020	Adam Zeldin Review of updated Second Report, discussions with Richter team re same and related matters.	0.50	\$ 425.00	\$ 212.50
11/12/2020	Adam Zeldin Review of counsel comments on Second Report, review/update Second Report for same.	1.30	425.00	552.50
11/13/2020	Adam Zeldin Review of updated Second Report, emails with Richter team re same. Review/revise Second Report. Review extended cash flow forecast.	1.10	425.00	467.50
12/12/2020	Adam Zeldin Emails with Richter team/A&B re claims analysis, liquidation analysis. Discussions with Richter team.	0.70	425.00	297.50
12/14/2020	Adam Zeldin Review claims pool analysis, emails with Richter team re same. Review/comment on stay extension court materials, emails with Fasken re same. Emails with K. Ho re tax matters. Review draft proposal timeline.	2.10	425.00	892.50
12/14/2020	Alexandra Kovacs-Espley Prepare weekly variance report.	0.25	210.00	52.50
12/14/2020	Kristina Ho Update claims pool analysis. Respond to inquiries re NOI accounting questions from HQ. Review revised extended forecast.	2.00	295.00	590.00
12/15/2020	Adam Zeldin Call with A&B re next steps re filing proposal, claims analysis and liquidation analysis. Richter team discussion.	0.80	425.00	340.00
12/15/2020	Alexandra Kovacs-Espley Review bank statements for past transactions over \$25K.	3.00	210.00	630.00
12/15/2020	Kristina Ho Revise & update assumptions for draft of cashflow forecast. Call with A&B re: proposal timeline. Prepare information to send to liquidators for inventory NOLV analysis.	3.50	295.00	1,032.50
12/16/2020	Gilles Benchaya Weekly update and planning meeting with counsel/Geox.	2.00	795.00	1,590.00
12/16/2020	Adam Zeldin	2.60	425.00	1,105.00

Invoice No.: 20405996
 Date: 1/20/2021

Date	Name and Description	Hours	Rate	Amount
	Draft Third Report to Court, emails with Richter team re same. Weekly update call with Geox/A&B. Review of draft liquidation analysis, emails with Richter team re same, related matters. Review of draft proposal timeline, emails with Fasken/A&B re same.			
12/16/2020	Alexandra Kovacs-Espley Review weekly payment run and update variance reporting.	1.00	210.00	210.00
12/16/2020	Kristina Ho Call with Hilco re information provided for inventory NOLV analysis. Prepare preliminary draft of liquidation analysis.	3.00	295.00	885.00
12/17/2020	Gilles Benchaya Work on liquidation analysis, including calls with Hilco and K. Ho. Review of claims pool analysis, discussions with K. Ho re same.	3.50	795.00	2,782.50
12/17/2020	Adam Zeldin Review extended cash flow, emails/calls with K. Ho re same. Discussions with Richter team re liquidation analysis. Review/update Third Report.	3.55	425.00	1,508.75
12/17/2020	Alexandra Kovacs-Espley Prepare and compile appendices for Third Report. Continue review of past bank statements for transactions over \$25K.	3.00	210.00	630.00
12/17/2020	Kristina Ho Revise & update assumptions in draft cashflow forecast. Prepare updated liquidation analysis to reflect revised assumptions on realization value. Review of bank transactions analysis. Discussions with Richter team.	4.00	295.00	1,180.00
12/18/2020	Carol O'Donnell Verify bank for deposit, update deposit, prepare wire transfer.	0.50	250.00	125.00
12/18/2020	Adam Zeldin Review of CF variances. Richter team discussion re claims pool analysis. Review of liquidator realization analysis. Review of comments from Fasken/Richter team re Third Report, emails with Fasken re same. Review of revised CF forecast.	2.80	425.00	1,190.00
12/18/2020	Alexandra Kovacs-Espley Prepare calculation of estimated employee termination claims. Review weekly payment run.	4.75	210.00	997.50
12/18/2020	Kristina Ho	2.50	295.00	737.50

Invoice No.: 20405996
 Date: 1/20/2021

Date	Name and Description	Hours	Rate	Amount
	Review/update calculation of estimated employee termination claims and update claims pool accordingly. Update liquidation analysis for Hilco estimate of inventory NOLV.			
12/21/2020	Carol O'Donnell Verify estimated employee termination calculations.	0.40	250.00	100.00
12/21/2020	Gilles Benchaya Review of claims analysis and sensitivity scenarios.	1.00	795.00	795.00
12/21/2020	Adam Zeldin Review Geox motion record. Review counsel comments on Third Report, revise same and emails with Richter team/Fasken re same. Call with Geox/K. Ho re CF, review revisions to same. Emails with G. Stinziani re CF, Form 30. Review updated claims analysis.	3.60	425.00	1,530.00
12/21/2020	Alexandra Kovacs-Espley Prepare weekly variance report and update chart in Third Report.	1.00	210.00	210.00
12/21/2020	Kristina Ho Call with G. Stinziani & C. Mouton re extended cashflow forecast. Prepare claims analysis for claims pool. Update cashflow forecast for comments and update statutory documents.	5.00	295.00	1,475.00
12/22/2020	Gilles Benchaya Update to claims analysis and proposal financial model. Call with counsel/Geox re proposal.	1.50	795.00	1,192.50
12/22/2020	Adam Zeldin Review/finalize Third Report and compile appendices, arrange same for service. Review of claims pool analysis, emails/calls with Richter team re same. Research of recent BIA proposals filed.	3.80	425.00	1,615.00
12/22/2020	Kristina Ho Prepare updated claims workbook for scenario analysis. Update claims workbook for updated AP listing.	5.50	295.00	1,622.50
12/23/2020	Patrick Lareau Review estimated employee termination claims calculation, discussion with C. O'Donnell re same.	1.00	425.00	425.00
12/23/2020	Carol O'Donnell Discussion with P. Lareau re estimated employee termination claims calculation.	0.30	250.00	75.00
12/23/2020	Gilles Benchaya	1.50	795.00	1,192.50

Invoice No.: 20405996
 Date: 1/20/2021

Date	Name and Description	Hours	Rate	Amount
12/23/2020	Review updated Liquidation Analysis and proposal analysis pursuant to comments from update call. Weekly update call with Geox/A&B re liquidation analysis and proposal scenarios. Adam Zeldin	3.10	425.00	1,317.50
12/23/2020	Weekly update call with Geox/A&B/Richter team. Review updated claims analysis, discussions with K. Ho re same. Emails with A&B re proposal, terms thereunder. Kristina Ho	2.00	295.00	590.00
12/29/2020	Respond to creditor inquiries. Call with A&B and Geox re claims pool and distribution scenario analysis. Gilles Benchaya	1.00	795.00	795.00
12/29/2020	Review draft proposal and comments from counsel re same. Discussions with Richter team. Adam Zeldin	4.50	425.00	1,912.50
12/29/2020	Review/comment on draft proposal and counsel comments re same, emails with Fasken/Richter team re same. Calls with K. Ho/C. O'Donnell re treatment of employee claims. Review of updated claims pool summary. Alexandra Kovacs-Espley	0.20	210.00	42.00
12/30/2020	Prepare weekly variance analysis. Gilles Benchaya	1.00	795.00	795.00
12/30/2020	Weekly update call with Geox and counsel to discuss proposal. Adam Zeldin	1.80	425.00	765.00
12/30/2020	Weekly update call with Geox/A&B/Richter team. Calls/emails with A&B/Fasken/Richter team re draft proposal. Emails with Richter team/Geox re Statement of Affairs. Kristina Ho	0.50	295.00	147.50
12/31/2020	Call with A&B and Geox re update on proposal filing. Gilles Benchaya	1.00	795.00	795.00
	Review revised cashflow, status of extension and statement of affairs.			
Fees Total		88.15		\$ 35,400.75

Invoice No.: 20405996
Date: 1/20/2021

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 35,400.75
Technology and Administrative Fees		1,770.04
GST/HST #885435842 RT0001		4,832.21
Total Due	CAD	\$ 42,003.00

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 2/8/2021
Invoice No.: 20406046
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered for the period January 1 to January 7, 2021 \$ 14,660.00

Sub-Total		14,660.00
Technology and Administrative Fees		733.00
GST/HST #885435842 RT0001		2,001.09
Total Due	CAD	\$ 17,394.09

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20406046
Date: 2/8/2021

Fees			
Name	Hours	Rate	Amount
Adam Sherman	1.00	\$ 795.00	\$ 795.00
Adam Zeldin	13.40	425.00	5,695.00
Alexandra Kovacs-Espley	1.25	210.00	262.50
Carol O'Donnell	3.80	250.00	950.00
Gilles Benchaya	3.00	795.00	2,385.00
Kristina Ho	15.50	295.00	4,572.50
	37.95		\$ 14,660.00

Invoice No.: 20406046
 Date: 2/8/2021

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
1/4/2021	Adam Zeldin Calls with K. Ho re SOA, creditors list, proposal CF. Review of updated proposal, emails with Fasken/Richter team re same. Attend court hearing re stay extension.	2.15	\$ 425.00	\$ 913.75
1/4/2021	Alexandra Kovacs-Espley Prepare weekly variance reports.	0.75	210.00	157.50
1/4/2021	Kristina Ho Prepare cashflow forecast & creditor's list for proposal. Review latest balance sheet numbers for SOA, calls with A. Zeldin re same, creditors list, proposal CF. Review proposed payments and Jan 2021 rent payment.	5.00	295.00	1,475.00
1/5/2021	Carol O'Donnell Post documents to website and efile with OSB. Update SOA and creditors list. Respond to creditor enquiry.	2.10	250.00	525.00
1/5/2021	Adam Zeldin Continue drafting Report on Proposal. Call with K. Ho re SOA, claims analysis, review same. Calls/emails with Fasken re proposal, Meeting, Report on Proposal. Review/comment on updated Proposal. Review Form 29/30. Emails re CF, proposal updates.	4.20	425.00	1,785.00
1/5/2021	Kristina Ho Review revised balance sheet numbers for SOA, calls with A. Zeldin re same, claims analysis. Update liquidation analysis for updated book values. Update cashflow forecast for revised sale assumptions.	4.00	295.00	1,180.00
1/6/2021	Carol O'Donnell Update SOA in Ascend. Post documents to website and efile with OSB.	1.40	250.00	350.00
1/6/2021	Adam Zeldin Review of updated claims analysis, SOA, calls/emails with Richter team re same. Weekly update call with Geox/A&B/Richter team. Call with Fasken re proposal. Review updated proposal, comments on same. Draft convenience creditor election form.	3.60	425.00	1,530.00
1/6/2021	Alexandra Kovacs-Espley Review weekly payment run.	0.50	210.00	105.00
1/6/2021	Kristina Ho Revise SOA for further updates. Revise claims pool analysis to match latest creditors list and employee claims. Finalize cashflow and statutory documents for filing. Review weekly payment run.	3.50	295.00	1,032.50

Invoice No.: 20406046
 Date: 2/8/2021

Date	Name and Description	Hours	Rate	Amount
1/7/2021	Carol O'Donnell Update SOA in Ascend.	0.30	250.00	75.00
1/7/2021	Gilles Benchaya Review of revised proposal and analysis on claims and liquidation analysis. Weekly update call with Geox/A&B/Richter team to review final proposal.	3.00	795.00	2,385.00
1/7/2021	Adam Sherman Review/sign cashflow and associated report. Emails/discussions with Richter team.	1.00	795.00	795.00
1/7/2021	Adam Zeldin Calls/emails with Fasken/Richter team/A&B re proposal, liquidation analysis, SOA. Review updated SOA.	3.45	425.00	1,466.25
1/7/2021	Kristina Ho Prepare calculation of potential damage claims on Quebec leases. Review/revise SOA and other statutory documents for filing of proposal. Review proposed payments.	3.00	295.00	885.00
Fees Total		37.95		\$ 14,660.00

Invoice No.: 20406046
Date: 2/8/2021

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 14,660.00
Technology and Administrative Fees		733.00
GST/HST #885435842 RT0001		2,001.09
Total Due	CAD	\$ 17,394.09

Payment Options

**At this time, we ask that payment not be made by cheque.
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Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

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CHICAGO

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Chicago IL 60606
312.828.0800

RICHTER

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Date: 2/8/2021
Invoice No.: 20406045
Engagement No.: 2022004
Payment Terms: Due on Receipt

Professional services rendered for the period January 8 to January 31, 2021 \$ 40,802.25

Disbursements 676.91

Sub-Total		41,479.16
Technology and Administrative Fees		2,073.96
GST/HST #885435842 RT0001		5,661.90
Total Due	CAD	\$ 49,215.02

TORONTO

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181 Bay St., #3510
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416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20406045
 Date: 2/8/2021

Fees

Name	Hours	Rate	Amount
Adam Sherman	6.70	\$ 795.00	\$ 5,326.50
Adam Zeldin	31.45	425.00	13,366.25
Alexandra Kovacs-Espley	17.50	210.00	3,675.00
Carol O'Donnell	18.15	250.00	4,537.50
Gilles Benchaya	5.50	795.00	4,372.50
Kristina Ho	25.50	295.00	7,522.50
Nicole Fournier	5.50	250.00	1,375.00
Pascale Lareau	3.30	190.00	627.00
	113.60		\$ 40,802.25

Disbursements

Postage: Proposal Notice to Creditors, Creditor's Package	\$ 676.91
	\$ 676.91

Invoice No.: 20406045
 Date: 2/8/2021

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
1/8/2021	Carol O'Donnell Update documents for filing of proposal, efile documents with OSB. Post documents to website. Communication with OSB regarding filing of proposal. Misc. administration.	2.20	\$ 250.00	\$ 550.00
1/8/2021	Adam Sherman Review/sign EIS. Email from OR attaching Certificate. Emails/discussions with Richter team.	1.00	795.00	795.00
1/8/2021	Adam Zeldin Calls with A&B/Fasken/Richter team re proposal, liquidation analysis, related matters. Review proposal filing documents, arrange for filing of same. Richter team discussions re same. Review of updated liquidation analysis.	3.45	425.00	1,466.25
1/8/2021	Kristina Ho Finalize documents required for proposal filing. Update liquidation analysis for landlord claims.	1.50	295.00	442.50
1/11/2021	Adam Zeldin Review of mailing documents, emails with K. Ho re same. Review/revise Report on Proposal. Review of emails re HST audit.	2.95	425.00	1,253.75
1/11/2021	Alexandra Kovacs-Espley Prepare creditors mailing list & prepare weekly variance report.	1.75	210.00	367.50
1/11/2021	Kristina Ho Review/update creditor mailing list and mailing package to creditors re proposal.	1.50	295.00	442.50
1/12/2021	Carol O'Donnell Update website with new certificate of filing.	0.20	250.00	50.00
1/12/2021	Adam Sherman Emails from OR re request to chair creditor meeting/updated certificate of filing. Emails with Richter team.	0.20	795.00	159.00
1/12/2021	Adam Zeldin Review/revise Report on Proposal. Discussions with Richter team.	5.75	425.00	2,443.75
1/12/2021	Kristina Ho Prepare financial statement charts for report.	0.50	295.00	147.50
1/13/2021	Carol O'Donnell Post document to website.	0.20	250.00	50.00
1/13/2021	Gilles Benchaya Weekly update call with A&B/Geox. Calls with A. Zeldin re Report on Proposal. Review comments from counsel re Report on Proposal.	1.00	795.00	795.00

Invoice No.: 20406045
 Date: 2/8/2021

Date	Name and Description	Hours	Rate	Amount
1/13/2021	Adam Zeldin Weekly update call with A&B/Geox. Calls with G. Benchaya/Fasken re Report on Proposal. Call with A&B re proposal. Review comments from counsel re Report on Proposal, review/revise same.	3.70	425.00	1,572.50
1/13/2021	Alexandra Kovacs-Espley Review weekly payment run.	0.50	210.00	105.00
1/13/2021	Kristina Ho Review proposed disbursements and weekly payment run.	0.50	295.00	147.50
1/14/2021	Carol O'Donnell Prepare documents and mailing lists for mailing.	0.50	250.00	125.00
1/14/2021	Gilles Benchaya Review/comment on Report on Proposal. Discussions with A. Zeldin re same and updated claims analysis.	1.50	795.00	1,192.50
1/14/2021	Adam Sherman Review draft Report on Proposal. Emails/call with A. Zeldin.	0.70	795.00	556.50
1/14/2021	Adam Zeldin Call with Fasken/A&B re treatment of intercompany claims in the Proposal. Review of updated claims analysis, discussions with K. Ho/G. Benchaya. Review/revise Report on Proposal. Review/compile creditor package documents, emails with C. O'Donnell re same.	1.30	425.00	552.50
1/14/2021	Kristina Ho Prepare revised financials for report to reflect September 2020 P&L. Update claims analysis for revised intercompany claim treatment, discussions with A. Zeldin re same.	0.75	295.00	221.25
1/15/2021	Carol O'Donnell Arrange for translations of documents for mailing, prepare documents for mailing. Verify translated documents. Misc. administration.	1.40	250.00	350.00
1/15/2021	Nicole Fournier Translation of notice to creditors and Convenience Creditor Election.	2.00	250.00	500.00
1/15/2021	Adam Sherman Emails/discussions with A. Zeldin re amended proposal/Report on Proposal/other related matters. Review amended proposal.	0.80	795.00	636.00
1/15/2021	Adam Zeldin	1.80	425.00	765.00

Invoice No.: 20406045
 Date: 2/8/2021

Date	Name and Description	Hours	Rate	Amount
	Review of emails re treatment of intercompany claims. Review amended Proposal, discussions with A. Sherman re same and Report on Proposal. Update Report on Proposal.			
1/17/2021	Adam Sherman Emails/discussions with A. Zeldin. Sign Amended Proposal. Review/revise/update Report on Proposal.	2.00	795.00	1,590.00
1/17/2021	Adam Zeldin Discussions with A. Sherman re Report on Proposal, update same. Sign Amended Proposal.	1.20	425.00	510.00
1/18/2021	Pascale Lareau Review notice to creditors re proposal and discussion with C. O'Donnell. Assist with preparation of mailing to creditors.	1.50	190.00	285.00
1/18/2021	Carol O'Donnell Prepare documents and translations for mailing. Prepare labels. Post documents to website. Deliver notice to creditors by email. File documents with OSB.	6.40	250.00	1,600.00
1/18/2021	Nicole Fournier Translate Notice to Creditors, Voting letter, Convenience Creditor Election. Assist with preparation of creditor mailing.	3.00	250.00	750.00
1/18/2021	Adam Sherman Email from A&B re Report on Proposal. Finalize/sign Report on Proposal. Emails/discussions with Richter team.	1.00	795.00	795.00
1/18/2021	Adam Zeldin Review/revise/finalize Report on Proposal, discussions with Fasken/Richter team/A&B re same. Discussions with C. O'Donnell re filing Amended Proposal, creditor mailing. Emails with K. Ho re tracking claims, creditors meeting.	2.10	425.00	892.50
1/18/2021	Alexandra Kovacs-Espley Prepare weekly variance analysis.	0.25	210.00	52.50
1/18/2021	Kristina Ho Prepare supplementary creditor mailing list. Revise Report on Proposal. Prepare claims tracker for claims filed.	1.50	295.00	442.50
1/19/2021	Carol O'Donnell Prepare lists for mail affidavit. Prepare mail affidavit.	1.65	250.00	412.50
1/19/2021	Adam Zeldin Calls/emails with A&B/Fasken/Richter team re termination and severance claims.	0.80	425.00	340.00
1/19/2021	Kristina Ho	0.50	295.00	147.50

Invoice No.: 20406045
 Date: 2/8/2021

Date	Name and Description	Hours	Rate	Amount
1/20/2021	Respond to creditor enquiries re proposal. Carol O'Donnell Respond to creditor enquiry re proposal. Update creditor address.	0.20	250.00	50.00
1/20/2021	Gilles Benchaya Weekly update call with A&B/Geox/Richter team. Discussions with A. Zeldin re claims filed, Creditors Meeting, related matters.	0.50	795.00	397.50
1/20/2021	Adam Zeldin Weekly update call with A&B/Geox/Richter team. Discussions with Richter team re claims submitted, creditor enquiries, claims tracking.	1.10	425.00	467.50
1/20/2021	Alexandra Kovacs-Espley Review weekly payment run.	0.75	210.00	157.50
1/20/2021	Alexandra Kovacs-Espley Internal call with Richter team regarding logging/tracking claims, responding to creditor enquiries. Call with creditor to review proof of claim submitted. Review of claims.	1.00	210.00	210.00
1/20/2021	Kristina Ho Review weekly payment run. Call with Richter team to discuss logging/tracking claims, responding to creditor enquiries. Revise claims tracker. Respond to creditor enquiries re proposal. Weekly update call with A&B and Geox.	2.00	295.00	590.00
1/21/2021	Carol O'Donnell Respond to creditor enquiry re proposal.	0.20	250.00	50.00
1/21/2021	Adam Zeldin Respond to creditor enquiries re terms of the proposal. Richter team discussion re claims filed, Creditors Meeting.	0.50	425.00	212.50
1/21/2021	Alexandra Kovacs-Espley Review of claims. Review payment support documentation.	0.50	210.00	105.00
1/21/2021	Kristina Ho Respond to creditor enquiries re proposal. Review payments to Geox vendors.	1.00	295.00	295.00
1/22/2021	Pascale Lareau Logging claims filed.	0.60	190.00	114.00
1/22/2021	Carol O'Donnell Responding to creditor enquiries.	0.20	250.00	50.00
1/22/2021	Adam Zeldin Emails with Richter team/A&B re claims/voting letters filed. Review of claims filed.	0.50	425.00	212.50
1/22/2021	Alexandra Kovacs-Espley	0.75	210.00	157.50

Invoice No.: 20406045
 Date: 2/8/2021

Date	Name and Description	Hours	Rate	Amount
	Correspondence with creditors and review claims.			
1/22/2021	Kristina Ho Respond to creditor enquiries re proposal. Review of claims. Update claims tracker.	0.75	295.00	221.25
1/25/2021	Carol O'Donnell Update website.	0.30	250.00	75.00
1/25/2021	Adam Zeldin Review of claims filed and claims tracker, discussions with Richter team re same. Emails with Fasken/A&B re CF claim, other claims filed.	1.50	425.00	637.50
1/25/2021	Alexandra Kovacs-Espley Correspondence with creditors, review of of claims. Prepare and review weekly variance reports.	2.50	210.00	525.00
1/25/2021	Kristina Ho Review of claims filed. Review questions from Geox HQ re lease disclaimers. Respond to creditor enquiries. Review proposed duty payments.	2.00	295.00	590.00
1/26/2021	Carol O'Donnell Email reminders to creditors and employees. Filing of emails. Review incoming claims and forward to Richter team. Log claims, make necessary changes to addresses.	2.10	250.00	525.00
1/26/2021	Nicole Fournier Translation of reminder email.	0.50	250.00	125.00
1/26/2021	Adam Zeldin Call with OSB re creditors meeting. Call with K. Ho re claims filed. Review/revise reminder email to creditors re Creditors Meeting.	0.50	425.00	212.50
1/26/2021	Alexandra Kovacs-Espley Review of claims and correspondence with creditors.	1.50	210.00	315.00
1/26/2021	Kristina Ho Review of claims filed. Respond to creditor enquiries re same. Update claims tracker for new claims submitted.	3.50	295.00	1,032.50
1/27/2021	Pascale Lareau Logging claims.	0.40	190.00	76.00
1/27/2021	Carol O'Donnell Verify emails. Review of claims. Update Ascend for claims, addresses and votes.	1.40	250.00	350.00
1/27/2021	Gilles Benchaya Weekly update call with Richter team/A&B/Geox on voting to date and prep for creditors meeting. Call with A. Zeldin re Creditors Meeting, claims filed.	1.50	795.00	1,192.50

Invoice No.: 20406045
 Date: 2/8/2021

Date	Name and Description	Hours	Rate	Amount
1/27/2021	Adam Sherman Emails/call with creditors. Emails with Richter team.	0.50	795.00	397.50
1/27/2021	Adam Zeldin Review claims tracker, emails/calls with K. Ho re same. Emails with OSB re claims filed. Review of claims filed, emails with Richter team re same. Weekly update call with A&B/Geox/Richter team. Call with G. Benchaya re Creditors Meeting, claims filed.	1.40	425.00	595.00
1/27/2021	Alexandra Kovacs-Espley Review weekly payment run, review claims filed, and correspondence with creditors on claims.	5.00	210.00	1,050.00
1/27/2021	Kristina Ho Review of claims filed and update claims tracker for new claims. Respond to creditor inquiries. Call with A&B and Geox re weekly update call. Review weekly payment run.	4.50	295.00	1,327.50
1/28/2021	Pascale Lareau Logging claims.	0.80	190.00	152.00
1/28/2021	Carol O'Donnell Review of Ascend for new claims logged. Discussions with Richter team. Misc. administration.	1.20	250.00	300.00
1/28/2021	Gilles Benchaya Creditors meeting and call with A. Zeldin in preparation of same.	1.00	795.00	795.00
1/28/2021	Adam Sherman Emails/call with A. Zeldin re creditor meeting/other related matters.	0.50	795.00	397.50
1/28/2021	Adam Zeldin Prepare for Creditors Meeting, Calls/emails with A&B/Fasken/Richter team re same, related matters. Review claims tracker, email summarizing same. Attend Creditors Meeting. Call with A&B/Fasken re proposal approval motion.	2.90	425.00	1,232.50
1/28/2021	Alexandra Kovacs-Espley Review of claims. Attend creditors meeting. Respond to creditor enquiries.	2.25	210.00	472.50
1/28/2021	Kristina Ho Review new claims submitted. Update claims tracker for new claims. Respond to creditor inquiries. Attend creditor's meeting.	4.00	295.00	1,180.00
1/29/2021	Alexandra Kovacs-Espley Correspondence with creditors. Review payments. Update claims tracker for employee claims.	0.75	210.00	157.50

Invoice No.: 20406045
 Date: 2/8/2021

Date	Name and Description	Hours	Rate	Amount
1/29/2021	Kristina Ho Prepare final voting summary from creditor's meeting. Review payment to vendors.	1.00	295.00	295.00
Fees Total		113.60		\$ 40,802.25
Date	Name and Description	Hours	Rate	Amount
1/18/2021	Postage: Proposal Notice to Creditors, Creditor's Package			\$ 676.91
Disbursements Total				\$ 676.91

Invoice No.: 20406045
Date: 2/8/2021

Remittance Form

Attn. Gino Stinziani

Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga, ON L4W 5E1

Invoice Summary

Sub-Total		\$ 41,479.16
Technology and Administrative Fees		2,073.96
GST/HST #885435842 RT0001		5,661.90
Total Due	CAD	\$ 49,215.02

Payment Options

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Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
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Chicago IL 60606
312.828.0800

Appendix “L”

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

**AFFIDAVIT OF DYLAN CHOCHLA
(Sworn February 10, 2021)**

I, Dylan Chochla, barrister and solicitor, of the City of Toronto, in the Province of
Ontario, MAKE OATH AND SAY:

1. I am a partner in the law firm of Fasken Martineau DuMoulin LLP ("**Fasken**"), legal counsel to Richter Advisory Group Inc., in its capacity as proposal trustee (in such capacity, the "**Proposal Trustee**") of Geox Canada Inc. in proceedings commenced pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B.-3, as amended. I am the partner responsible for the services rendered to the Proposal Trustee discussed herein. Accordingly, I have knowledge of the matters hereinafter deposed to.

2. Attached hereto as **Exhibit "A"** are true copies of the statements of account of Fasken in respect of services rendered to the Proposal Trustee for the period from September 9, 2020 through January 31, 2021 (collectively, the "**Statements of Account**"). During that period, the total fees incurred were \$91,172.50 plus disbursements of \$1,179.44 and applicable taxes of \$12,020.59, for an aggregate amount of \$104,372.53.

3. As set out in the following chart, 174.7 hours were incurred by Fasken, for the period from September 9, 2020 through January 31, 2021:

Name	Total Hours	Hourly Rate (\$)
Stuart Brotman (2021)	0.4	975
Stuart Brotman (2020)	0.5	950
Dan Law	0.6	950
Marc Novello	5.5	795
Travis Lysak	5.4	725
Dylan Chochla (2021)	21.9	675
Dylan Chochla (2020)	30.8	625
Mitch Stephenson (2021)	1.2	520
Mitch Stephenson (2020)	10.5	445
Daniel Richer (2021)	21	485
Daniel Richer (2020)	62	425
Samita Smith	2.8	445
Glen Nesbitt	0.4	440
Andrew Burt	2.9	400
Élaine Laberge-Poirier	7.4	355
Megan Sedmak	0.1	360
Marie-Frédérique Henry	0.6	335
Adam Simon	0.7	200
TOTAL:	174.7	

THIS IS EXHIBIT "A"

***referred to in the Affidavit of Dylan Chochla of the City of
Toronto, in the Province of Ontario, sworn before me at the City
of Toronto, in the Province of Ontario, on February 10, 2021, in
accordance with O. Reg. 431.20, Administering Oath or
Declaration Remotely***

DocuSigned by:

Daniel Richer

89A3A842911D42A...

A Commissioner for Taking Affidavits

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

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P.O. Box 20
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Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga ON L4W 5E1

October 20, 2020
Invoice #: 1519019

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

Matter Number: 300245.00008
Matter: Geox Canada Inc.

For Professional Services rendered through October 13, 2020 as described in the attached memorandum.

Total Fees	\$ 40,280.00
Total Taxable Disbursements	13.25
Total Disbursements	13.25
Total Taxes	5,252.96
Total Fees, Disbursements and Taxes	45,546.21
Total Amount Owing This Bill	CAD \$ 45,546.21

Tax Summary

BCPST	14.84
HST	5,238.12
Total Taxes Included in This Bill	5,252.96

Fasken Martineau DuMoulin LLP



This account has been reviewed, verified and approved
by Dylan Chochla who has authorized the signing and
rendering of this account.
E. & O.E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

SCOTIABANK, 44 King Street West, Toronto, Ontario, Canada M5H 1H1
Account Name: Fasken Martineau DuMoulin LLP
CAD\$ Account No: 476961041614, Transit No. 47696 Bank ID: 002
SWIFT code: NOSCCATT

Please send a payment notice to credits@fasken.com

FASKEN

Fasken Martineau DuMoulin LLP
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Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga ON L4W 5E1

October 20, 2020
Invoice #: 1519019

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

FEE MEMORANDUM

Matter Number: 300245.00008

Matter: Geox Canada Inc.

Responsible Professional: Dylan Chochla

09/09/2020	Reviewing background email correspondence re: strategy and step outline; reviewing disclaimer notices; instructions to Daniel Richer re: reviewing draft service list; email to Kyle Plunkett (Aird & Berlis) re: strategy; email to client re: statutory notices and filings. Dylan Chochla	0.50 hrs.	\$ 312.50
09/10/2020	Reviewing and revising service list; emails with client, Dylan Chochla and debtor's counsel re: same; reviewing notice to creditors; emails with Dylan Chochla re: same. Daniel Richer	1.70 hrs.	\$ 722.50
09/10/2020	Instructions to Daniel Richer re: reviewing notice to creditors; email to client re: same. Dylan Chochla	0.10 hrs.	\$ 62.50
09/11/2020	Attending all hands meeting with client and debtor's counsel; reviewing loan documents, security documents and search results; emails with Dylan Chochla and Mitch Stephenson re: same; reviewing proposed timeline for proceedings; emails with Dylan Chochla re: same. Daniel Richer	1.90 hrs.	\$ 807.50
09/14/2020	Arranging for due diligence searches re GEOX CANADA INC. for Daniel Richer; Correspondence re same. Adam Simon	0.40 hrs.	\$ 80.00
09/14/2020	Emails with Brandon Farber re: review of Quebec security; coordinating searches; meeting with Dylan Chochla and Mitch Stephenson re: security review memo; email to Mitch Stephenson setting out plan for security review memo. Daniel Richer	1.40 hrs.	\$ 595.00
09/14/2020	Reviewing revised draft of step memo and providing further comments re: same; phone call with Daniel Richer and Mitch Stephenson re: preparing security review memo and opinion. Dylan Chochla	0.80 hrs.	\$ 500.00
09/14/2020	Corporate search; searches at the Register of Personal and Movable Real Rights and the Agency of the Bank of Canada and analysis of these searches; preparation of a search report. M.-F. Henry	0.60 hrs.	\$ 201.00
09/14/2020	Call with Dylan Chochla and Daniel Richer re: Geox Canada Inc. security review. Mitch Stephenson	0.50 hrs.	\$ 222.50

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla**

09/15/2020	Arranging for Certificate of Compliance re GEOX CANADA INC. for Daniel Richer; Correspondence re same. Adam Simon	0.30 hrs.	\$ 60.00
09/15/2020	Emails with Kibben Jackson, Travis Lysak, Brandon Farber, Glen Nesbitt, and Elaine Laberge re: security review memo; coordinating further searches against debtor. Daniel Richer	0.80 hrs.	\$ 340.00
09/15/2020	Email correspondence with Daniel Richer re: security review memo and opinion. Dylan Chochla	0.20 hrs.	\$ 125.00
09/15/2020	Exchanges with Éline Laberge-Poirier; security review. Marc Novello	0.50 hrs.	\$ 397.50
09/15/2020	Reviewed searches re: Geox Canada Inc. and drafted memorandum re: same. Mitch Stephenson	6.50 hrs.	\$ 2,892.50
09/15/2020	Emails regarding Alberta aspects of Security Review. T.P. Lysak	0.30 hrs.	\$ 217.50
09/15/2020	Receipt of mandate; preliminary review of the deed of hypothec; emails. Éline Laberge-Poirier	0.50 hrs.	\$ 177.50
09/16/2020	Reviewing and revising security review memo; emails and call with Dylan Chochla re: Quebec, Alberta and BC security review; emails and call with Elaine Laberge re: Quebec security review; emails with Travis Lysak and Andrew Burt re: Alberta security review; emails with Glen Nesbitt re: BC security review. Daniel Richer	3.60 hrs.	\$ 1,530.00
09/16/2020	Email correspondence with Daniel Richer and Mitch Stephenson re: security review; initial review of draft memo. Dylan Chochla	0.30 hrs.	\$ 187.50
09/16/2020	Review security opinion and supporting documents; emails and telephone call to Megan Sedmak regarding PPR registration. Glen Nesbitt	0.40 hrs.	\$ 176.00
09/16/2020	Review PPR search; emails with Glen Nesbitt regarding PPSA financing statement. M.L. Sedmak	0.10 hrs.	\$ 36.00
09/16/2020	Drafting and revising security review memorandum; email to Dylan Chochla and Daniel Richer re: same. Mitch Stephenson	3.50 hrs.	\$ 1,557.50
09/16/2020	Review of security review; call and email with Andrew Burt regarding security review; emails with Daniel Richer regarding security review. T.P. Lysak	1.00 hrs.	\$ 725.00
09/16/2020	Conference call with Daniel Richer (re: security review); emails. Éline Laberge-Poirier	0.40 hrs.	\$ 142.00
09/17/2020	Review, analyze and comment on memorandum, loan agreement and security agreement respecting Alberta matters; discuss the same with Travis Lysak; attend call with Dylan Chochla to discuss same; discuss again with Travis Lysak; review standard qualifications and assumptions and comment on same for Dylan Chochla. Andrew Burt	2.70 hrs.	\$ 1,080.00

Matter Number: 300245.00008

Page 4

Matter: Geox Canada Inc.

Invoice #: 1519019

Responsible Professional: Dylan Chochla

09/17/2020	Reviewing and revising Geox security review memo; reviewing loan and security documents; emails and calls with Dylan Chochla re: same; reviewing search results. Daniel Richer	4.40 hrs.	\$ 1,870.00
09/17/2020	Email correspondence and phone call with Andrew Burt (Calgary office) re: comments on draft security review memo; office conference with Daniel Richer re: same; reviewing warehousing agreement and email correspondence with Kyle Plunkett (Aird & Berlis) re: same. Dylan Chochla	1.10 hrs.	\$ 687.50
09/17/2020	Reviewing and considering email from Dylan Chochla regarding security review matter; Reply email to Dylan Chochla; Stuart Brotman	0.20 hrs.	\$ 190.00
09/17/2020	Calls and emails with Andrew Burt and Dylan Chochla regarding security opinion and Alberta law. T.P. Lysak	1.60 hrs.	\$ 1,160.00
09/18/2020	Review and attend to correspondence on Alberta security matters. Andrew Burt	0.20 hrs.	\$ 80.00
09/18/2020	Meeting with Dylan Chochla and Stuart Brotman re: security review memo; emails with Elaine Laberge re: Quebec security review; reviewing Dylan Chochla's revisions to draft security review memo; email to Pritesh Patel enclosing draft security review memo. Daniel Richer	0.90 hrs.	\$ 382.50
09/18/2020	Reviewing and finalizing draft security review memorandum; email correspondence and phone call with Daniel Richer re: same. Dylan Chochla	2.20 hrs.	\$ 1,375.00
09/18/2020	Conference with Dylan Chochla and Daniel Richer regarding security review matter; Stuart Brotman	0.30 hrs.	\$ 285.00
09/18/2020	Emails with Andrew Burt and Dylan Chochla regarding security review and regarding amendments to language; call with Andrew Burt regarding review. T.P. Lysak	2.50 hrs.	\$ 1,812.50
09/18/2020	Review of deed of hypothec and search report; emails. Élaine Laberge-Poirier	0.50 hrs.	\$ 177.50
09/20/2020	Drafting of Quebec Security Review Memorandum. Élaine Laberge-Poirier	2.60 hrs.	\$ 923.00
09/21/2020	Emails with Elaine Laberge re: Quebec security review; revising and reviewing draft order extending stay and granting administrative charge; emails with Dylan Chochla re: same. Daniel Richer	1.70 hrs.	\$ 722.50
09/21/2020	Preparing for and attending conference call with client and Aird & Berlis deal team; reviewing and revising draft stay extension order and email correspondence with Daniel Richer re: same. Dylan Chochla	0.90 hrs.	\$ 562.50
09/22/2020	Review of report on Quebec security; discussions with Élaine Laberge-Poirier. Marc Novello	1.50 hrs.	\$ 1,192.50
09/22/2020	Working session with Marc Novello (re: Quebec security review). Élaine Laberge-Poirier	0.40 hrs.	\$ 142.00

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla**

09/23/2020	Discussion with Éline Laberge-Poirier; preparation of memo on hypothec. Marc Novello	0.50 hrs.	\$ 397.50
09/23/2020	Modification to the security review; discussions with Daniel Richer; working session with Marc Novello (re: scope of memorandum and qualifications). Éline Laberge-Poirier	1.50 hrs.	\$ 532.50
09/24/2020	Emails with Dylan Chochla, Marc Novello and Elaine Laberge re: Quebec security review; reviewing same; email to Pritesh Patel re: same. Daniel Richer	0.90 hrs.	\$ 382.50
09/24/2020	Reviewing Quebec security review memo and providing comments re: same; reviewing draft affidavit and email to Kyle Plunkett (Aird & Berlis) enclosing comments. Dylan Chochla	1.60 hrs.	\$ 1,000.00
09/24/2020	Review of draft memo on hypothec; email exchange with Fasken team. Marc Novello	1.50 hrs.	\$ 1,192.50
09/24/2020	Emails (re: Québec Security Review). Éline Laberge-Poirier	0.30 hrs.	\$ 106.50
09/26/2020	Reviewing and revising notice of motion, affidavit of Gino Stinziani and order extending stay and granting administrative charge; emails with Dylan Chochla re: same. Daniel Richer	0.30 hrs.	\$ 127.50
09/26/2020	Reviewing draft court materials from Jonathan Yantzi (Aird & Berlis) and providing comments re: same. Dylan Chochla	0.40 hrs.	\$ 250.00
09/27/2020	Reviewing and revising notice of motion, affidavit of Gino Stinziani and order extending stay and granting administrative charge; emails with Adam Zeldin and Dylan Chochla re: same. Daniel Richer	1.90 hrs.	\$ 807.50
09/27/2020	Reviewing revisions from Daniel Richer; email correspondence with client re: same; email to Kyle Plunkett (Aird & Berlis) responding to inquiry re: same. Dylan Chochla	0.30 hrs.	\$ 187.50
09/28/2020	Emails with Pritesh Patel re: security review opinions and memos; email with Elaine Laberge re: Quebec security review opinion. Daniel Richer	0.10 hrs.	\$ 42.50
09/29/2020	Emails with Elaine Laberge re: Quebec security review; reviewing and revising first report of the proposal trustee; emails with Pritesh Patel and Dylan Chochla re: same. Daniel Richer	2.70 hrs.	\$ 1,147.50
09/29/2020	Email correspondence with client re: draft proposal trustee report. Dylan Chochla	0.10 hrs.	\$ 62.50
09/29/2020	Discussions with Éline Laberge-Poirier; review of draft opinion. Marc Novello	1.50 hrs.	\$ 1,192.50
09/29/2020	Drafting of Quebec Opinion; discussions with Marc Novello; emails. Éline Laberge-Poirier	1.20 hrs.	\$ 426.00

Matter Number: 300245.00008

Invoice #: 1519019

Matter: Geox Canada Inc.**Responsible Professional: Dylan Chochla**

09/30/2020	Reviewing and revising first report of the proposal trustee; emails with Dylan Chochla re: same; email to counsel to the debtor re: same; reviewing, revising and finalizing security review opinion and memo; emails with Dylan Chochla and Pritesh Patel re: same; emails with counsel to the debtor re: service list; instructions to Maryam Tabatabaei re: serving first report; emails with Dylan Chochla re: shipper issue. Daniel Richer	2.10 hrs.	\$ 892.50
09/30/2020	Reviewing and revising draft report; email correspondence with client re: same; reviewing and revising draft opinion and instructions to Daniel Richer re: issuing same; reviewing issued Quebec opinion; email correspondence with Jonathan Yantzi (Aird & Berlis) re: service list; reviewing demand from Sean Blakeley (Lenczner) re: lien claim; phone call with Sean Blakeley re: same; further email correspondence re: same. Dylan Chochla	3.30 hrs.	\$ 2,062.50
10/01/2020	Updating service list three times and circulating same three times; emails and call re: storage lien issue; serving first report of the proposal trustee; instructions to Maryam Tabatabaei re: drafting affidavit of service re: same. Daniel Richer	3.00 hrs.	\$ 1,275.00
10/01/2020	Reviewing and revising draft report of proposal trustee; email correspondence and multiple phone calls with client and Kyle Plunkett (Aird & Berlis) re: carrier claim; considering strategy; email correspondence with Andrew Porter (Lenczner) re: carrier issues; instructions to Daniel Richer re: service and filing of report. Dylan Chochla	2.50 hrs.	\$ 1,562.50
10/02/2020	Reviewing and revising affidavit of service of first report of the proposal trustee; commissioning same; filing same and first report with Civil Submissions Online portal and Commercial List; uploading same to Sync.com folder; emails re: same with Jonathan Yantzi (counsel for the Debtor). Daniel Richer	1.00 hrs.	\$ 425.00
10/02/2020	Email correspondence with client and Kyle Plunkett (Aird & Berlis) re: carrier issues; phone call with Kyle Plunkett re: same and next steps; reviewing motion record and issued report. Dylan Chochla	0.50 hrs.	\$ 312.50
10/05/2020	Emails with Commercial List and Jonathan Yantzi (counsel to the debtor) re: filing first report of the proposal trustee; emails with Dylan Chochla re: hearing for order seeking extension and administration charge; reviewing first report of the proposal trustee and affidavit of Gino Stinziani in preparation for motion seeking extension and administration charge. Daniel Richer	0.90 hrs.	\$ 382.50
10/05/2020	Instructions to Daniel Richer re: attending hearing to extend time to file a proposal. Dylan Chochla	0.20 hrs.	\$ 125.00
10/06/2020	Reviewing first report of the proposal trustee and affidavit of Gino Stinziani in preparation for motion seeking extension and administration charge; attending motion re: same; reporting on same to Dylan Chochla; emails with Adam Zeldin re: order granting extension and administration charge. Daniel Richer	1.30 hrs.	\$ 552.50
10/06/2020	Email correspondence with Daniel Richer re: preparation for hearing; reviewing issued order. Dylan Chochla	0.20 hrs.	\$ 125.00

Matter Number: 300245.00008

Matter: Geox Canada Inc.

Responsible Professional: Dylan Chochla

Page 7

Invoice #: 1519019

Professional Summary

Professional	Title	Rate	Hours	Fees
Brotman, Stuart	Partner	950.00	0.50	475.00
Lysak, Travis P.	Partner	725.00	5.40	3,915.00
Novello, Marc	Partner	795.00	5.50	4,372.50
Chochla, Dylan	Partner	625.00	15.20	9,500.00
Burt, Andrew	Associate	400.00	2.90	1,160.00
Laberge-Poirier, Éline	Associate	355.00	7.40	2,627.00
Nesbitt, Glen	Associate	440.00	0.40	176.00
Richer, Daniel	Associate	425.00	30.60	13,005.00
Stephenson, Mitch	Associate	445.00	10.50	4,672.50
Henry, Marie-Frédérique	Paralegal / Law Clerks	335.00	0.60	201.00
Sedmak, Megan L.	Paralegal / Law Clerks	360.00	0.10	36.00
Simon, Adam	Paralegal / Law Clerks	200.00	0.70	140.00
Total		79.80	CAD \$ 40,280.00	

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla****Our Fees****\$ 40,280.00**

Net Fees	40,280.00	
BCPST	14.84	
HST	5,236.40	
Total Fees Including Taxes		\$ 45,531.24

DisbursementsTaxable

10/06/2020 Printing: Black & White	13.25	
Total Disbursements	13.25	
HST	1.72	
Total Disbursements Including Taxes		\$ 14.97

Total Fees, Disbursements and Taxes**CAD \$ 45,546.21****Tax Summary**

BCPST	14.84	
HST	5,238.12	
Total Taxes Included in This Bill	5,252.96	

FASKEN

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Patent and Trade-mark Agents

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fasken.com

Richter Advisory Group Inc.
100-2110 Matheson Blvd. East
Mississauga ON L4W 5E1

November 13, 2020
Invoice #: 1529581

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

Matter Number: 300245.00008
Matter: Geox Canada Inc.

For Professional Services rendered through November 13, 2020 as described in the attached memorandum.

Total Fees	\$ 6,401.00
Total Taxes	832.13
Total Amount Owing This Bill	CAD \$ 7,233.13

Tax Summary

HST	832.13
Total Taxes Included in This Bill	832.13

Fasken Martineau DuMoulin LLP



This account has been reviewed, verified and approved
by Dylan Chochla who has authorized the signing and
rendering of this account.
E. & O.E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

SCOTIABANK, 44 King Street West, Toronto, Ontario, Canada M5H 1H1
Account Name: Fasken Martineau DuMoulin LLP
CAD\$ Account No: 476961041614, Transit No. 47696 Bank ID: 002
SWIFT code: NOSCCATT

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FASKEN

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November 13, 2020
Invoice #: 1529581

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

FEE MEMORANDUM

Matter Number: 300245.00008

Matter: Geox Canada Inc.

Responsible Professional: Dylan Chochla

10/13/2020	Emails with Adam Zeldin re: adding Google to service list; updating and circulating service list to client and counsel to the debtor. Daniel Richer	0.30 hrs.	\$ 127.50
10/14/2020	Phone call with client and Kyle Plunkett (Aird & Berlis) re: proposal and next steps. Dylan Chochla	0.20 hrs.	\$ 125.00
10/20/2020	Reviewing revised timeline of proceedings; emails with Dylan Chochla and Jonathan Yantzi (counsel for the debtor) re: same. Daniel Richer	0.50 hrs.	\$ 212.50
10/20/2020	Reviewing revised timeline for proposal and email correspondence with Daniel Richer re: same; reviewing demand letter from Sean Blakeley (Lenczner) re: carrier charges; attending conference call with client and Kyle Plunkett (Aird & Berlis) re: same and next steps. Dylan Chochla	0.90 hrs.	\$ 562.50
10/29/2020	Updating and circulating service list. Daniel Richer	0.30 hrs.	\$ 127.50
11/03/2020	Reviewing and revising notice of motion, affidavit and draft order for motion seeking stay extension; emails with D. Chochla and J. Yantzi re: same. Daniel Richer	1.60 hrs.	\$ 680.00
11/03/2020	Reviewing draft court materials re: stay extension; email correspondence with Daniel Richer re: same; reviewing proposed revisions from client re: same; email correspondence with Kyle Plunkett and Jonathan Yantzi (Aird & Berlis) re: same. Dylan Chochla	0.60 hrs.	\$ 375.00
11/05/2020	Phone call with client re: termination rights under lease; reviewing served motion record re: extension of proposal period. Dylan Chochla	0.80 hrs.	\$ 500.00
11/09/2020	Phone call with Kyle Plunkett (Aird & Berlis) re: CF lease; reviewing case law re: same; reviewing lease; email correspondence with Caleigh Caplan and Samita Smith re: confirming law re: damages claim under lease. Dylan Chochla	1.70 hrs.	\$ 1,062.50

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla**

11/09/2020	Reviewing email and materials from Dylan Chochla; Drafting email to Dan Law. Samita Smith	0.60 hrs.	\$ 267.00
11/10/2020	Email from and to Samita Smith and review limited provisions of Vancouver Pacific Place lease regarding early termination and conditions and case provided by Dylan Chochla to Samita Smith and discuss with Samita Smith. Dan R. Law	0.60 hrs.	\$ 570.00
11/10/2020	Reviewing research re: damages under lease claim; email to client and Kyle Plunkett (Aird & Berlis) enclosing same; further email correspondence with Kyle Plunkett re: same. Dylan Chochla	0.30 hrs.	\$ 187.50
11/10/2020	Email to Dan Law; Call with Dan Law; Researching case law; Email to Dylan Chochla and Daniel Richer. Samita Smith	2.20 hrs.	\$ 979.00
11/12/2020	Reviewing and revising draft second report; email correspondence with client re: same. Dylan Chochla	1.00 hrs.	\$ 625.00

Matter Number: 300245.00008
Matter: Geox Canada Inc.
Responsible Professional: Dylan Chochla

Page 4
Invoice #: 1529581

Professional Summary

Professional	Title	Rate	Hours	Fees
Law, Dan R.	Partner	950.00	0.60	570.00
Chochla, Dylan	Partner	625.00	5.50	3,437.50
Richer, Daniel	Associate	425.00	2.70	1,147.50
Smith, Samita	Associate	445.00	2.80	1,246.00
Total			11.60	CAD \$ 6,401.00

Matter Number: 300245.00008
Matter: Geox Canada Inc.
Responsible Professional: Dylan Chochla

Page 5
Invoice #: 1529581

Our Fees	\$ 6,401.00
Net Fees	6,401.00
HST	832.13
Total Fees Including Taxes	<u>\$ 7,233.13</u>
Total Fees, Disbursements and Taxes	<u>CAD \$ 7,233.13</u>

Tax Summary	
HST	832.13
Total Taxes Included in This Bill	<u>832.13</u>

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

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Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga ON L4W 5E1

December 17, 2020
Invoice #: 1543193

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

Matter Number: 300245.00008
Matter: Geox Canada Inc.

For Professional Services rendered through November 30, 2020 as described in the attached memorandum.

Total Fees	\$ 3,915.00
Total Taxable Disbursements	92.24
Total Disbursements	92.24
Total Taxes	520.94
Total Fees, Disbursements and Taxes	4,528.18
Total Amount Owing This Bill	CAD \$ 4,528.18

Tax Summary

HST	520.94
Total Taxes Included in This Bill	520.94

Fasken Martineau DuMoulin LLP



This account has been reviewed, verified and approved
by Dylan Chochla who has authorized the signing and
rendering of this account.
E. & O.E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

SCOTIABANK, 44 King Street West, Toronto, Ontario, Canada M5H 1H1
Account Name: Fasken Martineau DuMoulin LLP
CAD\$ Account No: 476961041614, Transit No. 47696 Bank ID: 002
SWIFT code: NOSCCATT

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Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

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Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga ON L4W 5E1

December 17, 2020
Invoice #: 1543193

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

FEE MEMORANDUM

Matter Number: 300245.00008

Matter: Geox Canada Inc.

Responsible Professional: Dylan Chochla

11/10/2020	Emails with Dylan Chochla and Samita Smith re: quantification of landlord damages for termination of lease. Daniel Richer	0.20 hrs.	\$ 85.00
11/11/2020	Emails with client, Dylan Chochla and debtor's counsel re: quantification of damages in respect of termination of lease; reviewing and revising second report of the proposal trustee; email to Dylan Chochla re: same. Daniel Richer	1.50 hrs.	\$ 637.50
11/12/2020	Emails with Dylan Chochla re: second report of the proposal trustee. Daniel Richer	0.10 hrs.	\$ 42.50
11/15/2020	Emails with Dylan Chochla re: second report of the proposal trustee. Daniel Richer	0.20 hrs.	\$ 85.00
11/16/2020	Emails with Dylan Chochla re: second report of the proposal trustee; preparing to serve same; drafting affidavit re: service of same; emails with Pritesh Patel re: second report of the proposal trustee. Daniel Richer	0.60 hrs.	\$ 255.00
11/16/2020	Reviewing revisions of draft report from Aird & Berlis; final review of same and email correspondence with client re: service. Dylan Chochla	0.50 hrs.	\$ 312.50
11/17/2020	Emails with Adam Zeldin re: second report of the proposal trustee; preparing same for service; serving same; meeting with J. Webster re: commissioning of affidavit re: service of same; uploading same to Sync.com folder; attempting to file same; call with B. Mascarenhas (court staff) re: filing; calls with Adam Zeldin, Dylan Chochla and J. Yanzti re: filing issue; emails with Pritesh Patel, Adam Zeldin and Dylan Chochla re: same. Daniel Richer	1.80 hrs.	\$ 765.00
11/17/2020	Reviewing served report. Dylan Chochla	0.20 hrs.	\$ 125.00
11/18/2020	Emails with Adam Zeldin re: obtaining wet-ink signature on second report of the proposal trustee; meeting Adam Zeldin re: same; compiling and coordinating binding of physical copy of second report of the proposal trustee; coordinating of filing of same. Daniel Richer	2.10 hrs.	\$ 892.50

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla**

11/18/2020	Reviewing amended and restated disclaimer notices and email correspondence re: same. Dylan Chochla	0.30 hrs.	\$ 187.50
11/20/2020	Preparing for and attending hearing on motion to extend stay and approve fifth report of the proposal trustee and activities set out therein. Daniel Richer	0.80 hrs.	\$ 340.00
11/20/2020	Recap with Daniel Richer re: proposal extension hearing; email correspondence with client re: same. Dylan Chochla	0.20 hrs.	\$ 125.00
11/24/2020	Reviewing email correspondence re: Traffix from Kyle Plunkett (Aird & Berlis). Dylan Chochla	0.10 hrs.	\$ 62.50

Matter Number: 300245.00008
Matter: Geox Canada Inc.
Responsible Professional: Dylan Chochla

Page 4
Invoice #: 1543193

Professional Summary

Professional	Title	Rate	Hours	Fees
Chochla, Dylan	Partner	625.00	1.30	812.50
Richer, Daniel	Associate	425.00	7.30	3,102.50
Total			8.60	CAD \$ 3,915.00

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla****Our Fees****\$ 3,915.00**

Net Fees

3,915.00

HST

508.95

Total Fees Including Taxes

\$ 4,423.95

DisbursementsTaxable

11/10/2020	Online Search Westlaw Ontario MULTI-SEARCH CITATOR DISPLAY/Transaction - Citator /SMITH,SAMITA/22341- 300245.00008	6.00
11/10/2020	Online Search Westlaw Ontario MULTI-SEARCH Doc Display/Transaction - Display Doc ument/SMITH,SAMITA/22341-300245.00008	60.00
11/17/2020	Printing: Black & White	3.00
11/18/2020	FASKEN MARTINEAU DuMOULIN LLP - Binding - 39735 - 11/18/2020	0.15
11/18/2020	FASKEN MARTINEAU DuMOULIN LLP - Binding - 39735 - 11/18/2020	0.04
11/18/2020	FASKEN MARTINEAU DuMOULIN LLP - Binding - 39735 - 11/18/2020	0.05
11/18/2020	Photocopying: Black & White Photocopies 9885 COPYROOM copies made: 1	0.25
11/18/2020	Printing: Black & White	6.75
11/18/2020	Printing: Black & White	13.50
11/20/2020	Printing: Black & White	2.50
Total Disbursements		92.24
HST		11.99
Total Disbursements Including Taxes		\$ 104.23

Total Fees, Disbursements and Taxes**CAD \$ 4,528.18****Tax Summary**

HST

520.94

Total Taxes Included in This Bill

520.94

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Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga ON L4W 5E1

December 31, 2020
Invoice #: 1549789

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

Matter Number: 300245.00008
Matter: Geox Canada Inc.


For Professional Services rendered through December 31, 2020 as described in the attached memorandum.

Total Fees	\$ 14,595.00
Total Taxable Disbursements	160.20
Total Disbursements	160.20
Total Taxes	1,918.18
Total Fees, Disbursements and Taxes	16,673.38
Total Amount Owing This Bill	CAD \$ 16,673.38

Tax Summary

HST	1,918.18
Total Taxes Included in This Bill	1,918.18

Fasken Martineau DuMoulin LLP



This account has been reviewed, verified and approved
by Dylan Chochla who has authorized the signing and
rendering of this account.
E. & O.E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

SCOTIABANK, 44 King Street West, Toronto, Ontario, Canada M5H 1H1
Account Name: Fasken Martineau DuMoulin LLP
CAD\$ Account No: 476961041614, Transit No. 47696 Bank ID: 002
SWIFT code: NOSCCATT

Please send a payment notice to credits@fasken.com

FASKEN

Fasken Martineau DuMoulin LLP
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Geox Canada Inc.
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Mississauga ON L4W 5E1

December 31, 2020
Invoice #: 1549789

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

FEE MEMORANDUM

Matter Number: 300245.00008

Matter: Geox Canada Inc.

Responsible Professional: Dylan Chochla

12/10/2020	Email correspondence with Kyle Plunkett (Aird & Berlis) and client re: status of proposal. Dylan Chochla	0.10 hrs.	\$ 62.50
12/12/2020	Email correspondence with Kyle Plunkett (Aird & Berlis) and client re: status of proposal and claims process. Dylan Chochla	0.10 hrs.	\$ 62.50
12/14/2020	Reviewing and revising notice of motion, affidavit and draft order for motions seeking third extension; emails with D. Chochla re: same; emails with client and counsel for the debtor re: same. Daniel Richer	2.60 hrs.	\$ 1,105.00
12/14/2020	Reviewing and providing comments on court materials re: proposal extension; email correspondence with client and Dan Richer re: same; email correspondence with Kyle Plunkett (Aird & Berlis) re: same. Dylan Chochla	1.60 hrs.	\$ 1,000.00
12/15/2020	Reviewing the proposed timeline for the proceeding and the Bankruptcy and Insolvency Act to ensure that the former accords with the latter; meeting with client, D. Chochla and counsel for the debtor re: timeline. Daniel Richer	1.80 hrs.	\$ 765.00
12/15/2020	Reviewing and commenting on proposed timeline; instructions to Daniel Richer re: reviewing proposal timelines in BIA; reviewing precedent proposals; preparing for and attending conference call with client and Aird & Berlis. Dylan Chochla	1.50 hrs.	\$ 937.50
12/16/2020	Reviewing and revising updated timeline of proceeding; emails with D. Chochla and J. Yantzi re: same; call with J. Yantzi re: same; emails with client and D. Chochla re: materials for motion for approval of proposal. Daniel Richer	1.40 hrs.	\$ 595.00
12/16/2020	Reviewing draft timeline; phone call with Dan Richer re: strategy and next steps through approval of proposal; considering same and reviewing precedents. Dylan Chochla	1.00 hrs.	\$ 625.00
12/17/2020	Drafting notice of motion for motion for approval of proposal; emails with A Zeldin re: third report of the proposal trustee. Daniel Richer	1.50 hrs.	\$ 637.50

Matter Number: 300245.00008

Page 3

Matter: Geox Canada Inc.

Invoice #: 1549789

Responsible Professional: Dylan Chochla

12/17/2020	Phone call with Gilles Benchaya re: strategy and next steps. Dylan Chochla	0.50 hrs.	\$ 312.50
12/18/2020	Reviewing and revising third report of the proposal trustee; emails with client and D Chochla re: same. Daniel Richer	0.80 hrs.	\$ 340.00
12/18/2020	Reviewing and revising draft report; email correspondence with client and Dan Richer re: same. Dylan Chochla	0.40 hrs.	\$ 250.00
12/21/2020	Drafting notice of motion, draft order and factum for motion for approval of proposal. Daniel Richer	3.90 hrs.	\$ 1,657.50
12/21/2020	Reviewing filed court materials re: proposal extension; reviewing comments from Aird & Berlis on draft report. Dylan Chochla	0.20 hrs.	\$ 125.00
12/22/2020	Drafting notice of motion, draft order and factum for motion for approval of proposal; emails with A. Zeldin and D. Chochla re: third report of the proposal trustee; serving third report of the proposal trustee. Daniel Richer	2.70 hrs.	\$ 1,147.50
12/22/2020	Email correspondence with Dan Richer re: service and filing of report; reviewing filed version. Dylan Chochla	0.30 hrs.	\$ 187.50
12/23/2020	Coordinating filing of third report of the proposal trustee; drafting affidavit of service re: same; researching classification of creditors issue; call with D. Chochla re: same. Daniel Richer	0.70 hrs.	\$ 297.50
12/28/2020	Reviewing draft proposal; email to D. Chochla re: same; preparing third report of proposal trustee and proof of service of same for filing; drafting memo to process server re: same. Daniel Richer	1.50 hrs.	\$ 637.50
12/29/2020	Reviewing and revising proposal; emails with client and D. Chochla re: same; calls with D. Chochla re: same; reviewing and revising factum in support of motion for order approving proposal; coordinating filing of third report of the proposal trustee; calls and emails with process server re: same; uploading third report of the proposal trustee to Sync.com folder. Daniel Richer	3.30 hrs.	\$ 1,402.50
12/29/2020	Multiple emails and phone call with Dan Richer re: comments on draft proposal; reviewing revisions from Adam Zeldin; detailed review of proposal and providing comments re: same. Dylan Chochla	2.70 hrs.	\$ 1,687.50
12/30/2020	Emails with client, D. Chochla and debtor's counsel; reviewing and revising factum in support of motion for order approving proposal; email to M. Tallat (KSV Kofman) for order approving proposal in Nabis proposal proceedings. Daniel Richer	1.20 hrs.	\$ 510.00
12/30/2020	Email correspondence and phone call with client re: revisions to draft proposal; email correspondence with Kyle Plunkett (Aird & Berlis) re: same. Dylan Chochla	0.40 hrs.	\$ 250.00

Matter Number: 300245.00008
Matter: Geox Canada Inc.
Responsible Professional: Dylan Chochla

Page 4
Invoice #: 1549789

Professional Summary

Professional	Title	Rate	Hours	Fees
Chochla, Dylan	Partner	625.00	8.80	5,500.00
Richer, Daniel	Associate	425.00	21.40	9,095.00
Total			30.20	CAD \$ 14,595.00

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla****Our Fees****\$ 14,595.00**

Net Fees	14,595.00	
HST	1,897.35	
Total Fees Including Taxes		\$ 16,492.35

DisbursementsTaxable

09/14/2020	DYE & DURHAM CORPORATION - GEOX CANADA INC. - DTD	130.85	
	20200914 CYBERBAHN		
09/15/2020	DYE & DURHAM CORPORATION - GEOX CANADA INC. - DTD	20.35	
	20200915 CYBERBAHN		
12/29/2020	Printing: Black & White	9.00	
Total Disbursements		160.20	
HST		20.83	
Total Disbursements Including Taxes			\$ 181.03

Total Fees, Disbursements and Taxes**CAD \$ 16,673.38****Tax Summary**

HST	1,918.18
Total Taxes Included in This Bill	1,918.18

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Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga ON L4W 5E1

Attention: Gino Stinziani

February 04, 2021
Invoice #: 1559476

GST/HST#: 87937 6127
QST#: 1023151835

Matter Number: 300245.00008
Matter: Geox Canada Inc.

For Professional Services rendered through January 31, 2021 as described in the attached memorandum.

Total Fees	\$ 25,981.50
Total Taxable Disbursements	913.75
Total Disbursements	913.75
Total Taxes	3,496.38
Total Fees, Disbursements and Taxes	30,391.63
Total Amount Owing This Bill	CAD \$ 30,391.63

Tax Summary

HST	3,496.38
Total Taxes Included in This Bill	3,496.38

Fasken Martineau DuMoulin LLP



This account has been reviewed, verified and approved
by Dylan Chochla who has authorized the signing and
rendering of this account.
E. & O.E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

SCOTIABANK, 44 King Street West, Toronto, Ontario, Canada M5H 1H1
Account Name: Fasken Martineau DuMoulin LLP
CAD\$ Account No: 476961041614, Transit No. 47696 Bank ID: 002
SWIFT code: NOSCCATT

Please send a payment notice to credits@fasken.com

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Geox Canada Inc.
100-2110 Matheson Blvd. East
Mississauga ON L4W 5E1

February 04, 2021
Invoice #: 1559476

Attention: Gino Stinziani

GST/HST#: 87937 6127
QST#: 1023151835

FEE MEMORANDUM

Matter Number: 300245.00008

Matter: Geox Canada Inc.

Responsible Professional: Dylan Chochla

01/08/2021	Call with Adam Zeldin re: filing proposal; researching [REDACTED]; calls with Dylan Chochla re: same; email to Adam Zeldin re: same. Daniel Richer	3.20 hrs.	\$ 1,552.00
01/08/2021	Considering issues re: loan and security; phone call with client re: same; phone call with Daniel Richer re: same. Dylan Chochla	2.10 hrs.	\$ 1,417.50
01/08/2021	Conference with Dylan Chochla regarding proposal trustee's report. Stuart Brotman	0.20 hrs.	\$ 195.00
01/11/2021	Email correspondence with client re: filing proposal. Dylan Chochla	0.10 hrs.	\$ 67.50
01/13/2021	Researching [REDACTED]; emails and calls with Dylan Chochla re: same; reviewing and revising proposal trustee's report on proposal; emails with Dylan Chochla and Adam Zeldin re: same. Daniel Richer	8.10 hrs.	\$ 3,928.50
01/13/2021	Researching [REDACTED] and email correspondence and phone calls with Daniel Richer re: same; reviewing and revising draft proposal trustee report to creditors re: proposal. Dylan Chochla	8.20 hrs.	\$ 5,535.00
01/14/2021	Call with Dylan Chochla re: materials for motion for approval of proposal. Daniel Richer	0.10 hrs.	\$ 48.50
01/14/2021	Preparing for and attending conference call with client and Kyle Plunkett (Aird & Berlis) re: proposal issues; reviewing revised draft of proposal. Dylan Chochla	1.00 hrs.	\$ 675.00
01/15/2021	Call with Jonathan Yantzi (counsel for the debtor) re: materials for motion for approval of proposal; emails with Dylan Chochla re: same. Daniel Richer	0.30 hrs.	\$ 145.50
01/15/2021	Reviewing draft amended proposal; email correspondence with client re: same; proposing revisions to amended proposal; reviewing law re: unaffected creditors in same class. Dylan Chochla	1.40 hrs.	\$ 945.00

Matter Number: 300245.00008

Page 3

Matter: Geox Canada Inc.

Invoice #: 1559476

Responsible Professional: Dylan Chochla

01/17/2021	Reviewing and revising report of the trustee on the amended proposal; emails with Dylan Chochla re: same. Daniel Richer	2.70 hrs.	\$ 1,309.50
01/18/2021	Emails with Adam Zeldin re: revision to trustee report on proposal. Daniel Richer	0.10 hrs.	\$ 48.50
01/18/2021	Reviewing revised draft of proposal trustee report; email to client enclosing revisions; phone call with client re: same; email correspondence with client and Kyle Plunkett (Aird & Berlis) re: next steps; reviewing filing package. Dylan Chochla	1.60 hrs.	\$ 1,080.00
01/19/2021	Preparing for and attending phone call with client and Kyle Plunkett (Aird & Berlis) re: employee claims; researching treatment of employee claims in proposals; instructions to Mitch Stephenson re: same; further email correspondence re: same. Dylan Chochla	1.70 hrs.	\$ 1,147.50
01/19/2021	Researching case law re: [REDACTED] [REDACTED] Mitch Stephenson	1.20 hrs.	\$ 624.00
01/21/2021	Reviewing emails re: landlords' preferred claims. Daniel Richer	0.10 hrs.	\$ 48.50
01/22/2021	Reviewing emails re: landlord opposition to proposal. Daniel Richer	0.10 hrs.	\$ 48.50
01/25/2021	Email correspondence with client and Kyle Plunkett (Aird & Berlis) re: various proofs of claim and proxy letters received to date. Dylan Chochla	0.20 hrs.	\$ 135.00
01/27/2021	Email correspondence with David Bish (Torys) re: Cadillac Fairview claim; email correspondence with client re: same and preparation for creditors meeting. Dylan Chochla	0.20 hrs.	\$ 135.00
01/28/2021	Calls with client and Dylan Chochla re: meeting of creditors; coordinating and attending same; call with client, Dylan Chochla and counsel for the debtor re: scheduling motion to approve proposal; emails with Commercial List re: same; emails with client, Dylan Chochla and counsel for the debtor re: same. Daniel Richer	3.20 hrs.	\$ 1,552.00
01/28/2021	Preparing for and attending creditors meeting to vote on proposal; multiple emails and phone calls with client and Kyle Plunkett (Aird & Berlis) to prepare for same; email correspondence and phone call with working group re: securing court date for approval of proposal. Dylan Chochla	5.40 hrs.	\$ 3,645.00
01/28/2021	Conference with Dylan Chochla regarding creditor meeting; Stuart Brotman	0.20 hrs.	\$ 195.00
01/30/2021	Drafting factum in support of motion seeking approval of proposal; call with Dylan Chochla and emails with client, Dylan Chochla and counsel for the debtor re: stay. Daniel Richer	3.10 hrs.	\$ 1,503.50

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla**

Page 4

Invoice #: 1559476

Professional Summary

Professional	Title	Rate	Hours	Fees
Brotman, Stuart	Partner	975.00	0.40	390.00
Chochla, Dylan	Partner	675.00	21.90	14,782.50
Richer, Daniel	Associate	485.00	21.00	10,185.00
Stephenson, Mitch	Associate	520.00	1.20	624.00
Total			44.50	CAD \$ 25,981.50

Matter Number: 300245.00008**Matter: Geox Canada Inc.****Responsible Professional: Dylan Chochla****Our Fees****\$ 25,981.50**

Net Fees	25,981.50
HST	3,377.59
Total Fees Including Taxes	<u>\$ 29,359.09</u>

DisbursementsTaxable

01/13/2021	Printing: Black & White	3.25
01/13/2021	Online Search Westlaw Ontario MULTI-SEARCH Doc Display/Transaction - Display Doc ument/CHOCHLA,DYLAN/18295-300245.00008	24.00
01/13/2021	Online Search Westlaw Ontario MULTI-SEARCH DOCUMENT DISPLAYS/Transaction - Displ ay Document/CHOCHLA,DYLAN/18295-300245.00008	711.00
01/15/2021	Online Search Westlaw Ontario MULTI-SEARCH Doc Display/Transaction - Display Doc ument/CHOCHLA,DYLAN/18295-300245.00008	16.00
01/15/2021	Online Search Westlaw Ontario MULTI-SEARCH CITATOR DISPLAY/Transaction - Citator /CHOCHLA,DYLAN/18295- 300245.00008	8.00
01/15/2021	Online Search Westlaw Ontario MULTI-SEARCH DOCUMENT DISPLAYS/Transaction - Displ ay Document/CHOCHLA,DYLAN/18295-300245.00008	59.25
01/19/2021	Online Search Westlaw Ontario MULTI-SEARCH DOCUMENT DISPLAYS/Transaction - Displ ay Document/CHOCHLA,DYLAN/18295-300245.00008	59.25
01/19/2021	Online Search Westlaw Ontario MULTI-SEARCH CITATOR DISPLAY/Transaction - Citator /CHOCHLA,DYLAN/18295- 300245.00008	8.00
01/19/2021	Online Search Westlaw Ontario MULTI-SEARCH Doc Display/Transaction - Display Doc ument/CHOCHLA,DYLAN/18295-300245.00008	16.00
01/28/2021	Printing: Black & White	9.00
Total Disbursements		<u>913.75</u>
HST		<u>118.79</u>
Total Disbursements Including Taxes		<u>\$ 1,032.54</u>

Total Fees, Disbursements and Taxes**CAD \$ 30,391.63****Tax Summary**

HST	3,496.38
Total Taxes Included in This Bill	<u>3,496.38</u>

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

Court File No. 32-2670414

Estate No.: 32-2670414

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF DYLAN CHOCHLA

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
 333 Bay Street, Suite 2400
 Bay Adelaide Centre, Box 20
 Toronto, ON M5H 2T6

Dylan Chochla (LSO# 621371)

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Tel: (416) 868-3425

Fax: (416) 364 7813

Daniel T. Richer (LSO# 75225G)

dricher@fasken.com

Tel: (416) 865 4445)

Counsel to the Proposal Trustee,
 Richter Advisory Group Inc.

TAB 3

District of Ontario
Division No. 9 - Mississauga
Court No. 32-2670414
Estate No. 32-2670414

**ONTARIO SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

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

SERVICE LIST

(as of February 12, 2021)

GENERAL	
AIRD & BERLIS LLP Brookfield Place 181 Bay Street Suite 1800, PO Box 754 Toronto ON M5J 2T9 Counsel to Geox Canada Inc.	Steven Graff Tel: (416) 865-7726 Email: sgraff@airdberlis.com Kyle Plunkett Tel: (416) 865-3406 Email: kplunkett@airdberlis.com Jonathan Yantzi Tel: (416) 865-3086 Email: jyantzi@airdberlis.com
FASKEN MARTINEAU DUMOULIN LLP Bay Adelaide Centre 333 Bay Street, Suite 2400 Toronto, ON M5H 2T6 Counsel to the Proposal Trustee, Richter Advisory Group Inc. / Richter Groupe Conseil Inc.	Dylan Chochla Tel: (416) 868-3425 Email: dchochla@fasken.com Daniel Richer Tel: (416) 865-4445 Email: dricher@fasken.com

<p>RICHTER ADVISORY GROUP INC. 3320 – 181 Bay Street Toronto, ON M5J 2T3</p> <p>Proposal Trustee</p>	<p>Gilles Benchaya Tel: (514) 934-3496 Email: GBenchaya@richterconsulting.com</p> <p>Adam Zeldin Tel: (416) 488-2345 Email: azeldin@richter.ca</p> <p>Kristina Ho Tel: (416) 488-2345 Email: KHo@Richter.ca</p>
<p align="center">LANDLORDS AND ASSOCIATED LEGAL COUNSEL</p>	
<p>TORYS LLP 79 Wellington Street West Suite 3000 Box 270 TD South Tower Toronto, ON M5K 1N2</p> <p>Counsel to The Cadillac Fairview Corporation Limited</p>	<p>David Bish Tel: (416) 865-0040 Email: dbish@torys.com</p>
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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

Court File No. 32-2670414

Estate No.: 32-2670414

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