

APR 30 2012

ENTERED



No. S117081
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C.
1985, c. C-44

AND

IN THE MATTER OF STERLING SHOES INC. and STERLING SHOES GP INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

ORDER APPROVING ASSIGNMENT OF CONTRACTS

BEFORE)	THE HONOURABLE)	Monday, the 30 th day
)	MR. JUSTICE PEARLMAN)	of April, 2012
))	

ON THE APPLICATION of the Petitioners coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on the 30th day of April, 2012, AND ON HEARING Peter L. Rubin and Andrew Crabtree, counsel for the Petitioners, Vicki Tickle, counsel for the Monitor, Alvarez & Marsal Canada Inc., and those counsel listed on **Schedule "A"**; AND UPON READING the material filed;

THIS COURT ORDERS that:

SERVICE

1. The time for service of the Notice of Application herein be and is hereby abridged and the Notice of Application is properly returnable today.

APPROVAL OF ASSIGNMENT OF CONTRACTS

2. The capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the asset purchase agreement, dated April 16, 2012 (the "**Purchase Agreement**"), attached as Exhibit A to the Affidavit #2 of Kimberly Grierson, sworn April 17, 2012.

3. Immediately upon the delivery by the Monitor to the Purchaser at or prior to the Closing Time on the Closing Date, of a Monitor's certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Contract Certificate**"), the contracts and real property leases/occupation agreements (the "**Real Property Leases**") listed in **Schedule "B"** hereto (collectively, the "**Contracts**") of the Petitioners and Sterling Shoes Limited Partnership (the "**Partnership**") (the Petitioners, together with the Partnership, the "**Petitioner Parties**") are hereby assigned, conveyed and transferred to the Purchaser pursuant to section 11.3 of the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**"), and any and all of the Petitioners Parties' rights and obligations under the Contracts shall be transferred to and be assumed by the Purchaser. From and after the Closing Time on the Closing Date, the Purchaser shall be entitled and subject to all of the rights and obligations as tenant pursuant to the terms of the Real Property Leases and registrations thereof and may enter into and upon and hold and enjoy each premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Petitioner Parties, the landlords under the Real Property Leases or any person whomsoever claiming through or under any of the Petitioner Parties or the landlords under the Real Property Leases.

4. The assignment and transfer of the Contracts shall further be subject to the provision of this Court's Vesting Order dated the same date hereof directing that the Petitioner Parties' rights and obligations under the Contracts shall vest in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances.

5. The assignment of the Contracts is valid and binding upon all of the counterparties to the Contracts, notwithstanding any restriction or prohibition contained

in any such Contract relating to the assignment thereof, including, but not limited to, any provision requiring the consent of any party to the transfer, conveyance, or assignment of the Contracts.

6. No counterparty under any Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser of the Contracts hereunder shall make or pursue any demand, Claim, action or suit or exercise any right or remedy under any Contract against the Purchaser relating to:

- (a) the Petitioner Parties having sought or obtained relief under the CCAA;
- (b) the insolvency of the Petitioner Parties; or
- (c) any failure by the Petitioner Parties to perform a non-monetary obligation under any Contract;

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser in respect of obligations accruing, arising or continuing after the Closing Date under the Contracts other than in respect of items (a) - (b) above.

7. The Petitioner Parties are authorized and directed to satisfy all monetary defaults in relation to any of the Contracts, if applicable, other than those arising by reason only of the Petitioner Parties':

- (a) insolvency;
- (b) commencement of proceedings under the CCAA; or
- (c) failure to perform a non-monetary obligation under any Contract;

on or before the Closing Date.

8. The Petitioner Parties are authorized and directed to satisfy all accruals of unpaid or unbilled amounts under the Contracts in respect of the period of time prior to the Closing Date, including in respect of such amounts asserted after the Closing Date.

9. In respect of that certain Real Property Lease registered in the Vancouver Land Titles Office on May 12, 1997 under charge numbers BL165247 and BL165248 against

title to the lands municipally known as 2867 and 2871 Granville Street, Vancouver, British Columbia, legally described as Lot 15 Block 410 District Lot 526 Plan 1949 (PID: 014-176-432) and Lot 16 Block 410 District Lot 526 Plan 1949 (PID: 014-176-441) (the "Lease"), upon presentation of (i) a Court-certified copy of this Order, and (ii) a copy of the Monitor's Contract Certificate, the Registrar of the New Westminster Land Title Office is hereby directed to transfer the Lease to the Purchaser and amend the registration to reflect that the Purchaser is the registered owner of the Lease.

10. The Monitor shall file with the Court a copy of the Monitor's Contract Certificate, forthwith after delivery thereof. The Monitor is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Petitioner Parties in the assignment and transfer of the Contracts.

GENERAL

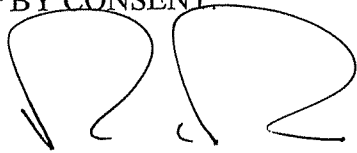
11. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to (i) make such orders and to provide such assistance to the Petitioner Parties and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, (ii) grant representative status to any of the Petitioner Parties, in any foreign proceeding, and (iii) assist the Petitioner Parties, the Monitor and the respective agents of each of the foregoing in carrying out the terms of this Order.

12. The Petitioner Parties, the Purchaser, the Monitor and any counterparty to any Contract being assigned may apply to this Court for advice and direction, or to seek relief in respect of, any matters arising from or under this Order, including without limitation, as necessary, to effect the transfer of the Contracts (including any transfer of title registrations in respect of such Contracts), the interpretation of this Order or the implementation thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.


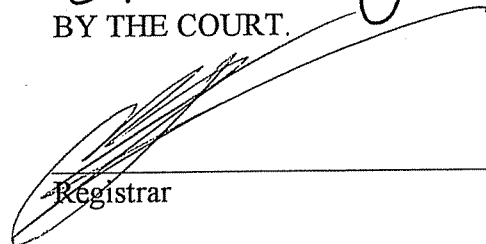
APPROVAL

13. Endorsement of this Order by counsel appearing on this application, other than counsel appearing for the Petitioner Parties, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND
CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE
AS BEING BY CONSENT:



Signature of
☐ party ☒ lawyer for the Petitioner Parties
Peter Rubin/Andrew Crabtree


BY THE COURT.

Registrar

Schedule "A"

List of Counsel

Name of Counsel	Party
Colin Brousson	Bank of Montreal
Sharon Urquhart	Morguard Investments Limited, Morguard Real Estate Investment Trust, Primaris Retail Estate Investment Trust, 20 VIC Management Inc., Oxford Properties Group Inc. and Retrocom Mid-Market REIT
Heather Ferris	Town Shoes Limited
Mary Buttery	Directors of the Petitioner Parties
Warren Milman	Ivanhoe Cambridge Inc.

Schedule "B"

Contracts

Store No.	Store Name	Shopping Centre	Property Manager / Landlord	Address	City, Province, Postal Code	Date of Lease and Amendments
29	Sterling	Metropolis at Metrotown (Formerly Eaton Centre)	Ivanhoe Cambridge II Inc.	Unit 200 – 4820 Kingsway	Burnaby, BC V5H 4P1	September 9, 2003, as amended
37	Shoe Warehouse	Woodgrove Centre	Ivanhoe Cambridge II Inc. and Woodgrove Holdings Inc.	Unit 2 – 6631 Island Highway North	Nanaimo, BC V9T 4T7	July 27, 2000, as amended
61	Shoe Warehouse	Mill Woods Town Centre	Ivanhoe Cambridge II Inc.	Unit 524 – 2331 66 th Street Northwest	Edmonton, AB T6K 4B5	October 25, 2006, as amended
82	Shoe Warehouse	Sunridge Mall	Primaris Management Inc.	Unit 156 – 2525 36th Street N.E.	Calgary, AB T1Y 5T4	February 3, 2009, as amended
120	Shoe Warehouse	CrossIron Mills - Balzac	Ivanhoe Cambridge Inc.	Unit 402 - 261055 Cross Iron Blvd.	Rockyview, AB T4A 0G3	August 22, 2007, as amended
151	Shoe Warehouse	Dixie Outlet Mall	Ivanhoe Cambridge II Inc.	Unit 54 – 1250 South Service Road	Mississauga, ON L5E 1V4	September 22, 2010, as amended
167	Shoe Warehouse	Oshawa Centre	Oshawa Centre Holdings Inc. c/o Ivanhoe Cambridge II Inc.	Unit 1062 – 419 King Street West	Oshawa, ON L1J 2K5	February 16, 2006, as amended
93	Shoe Warehouse	Kildonan Place	Kildonan Place Shopping Centre Ltd. c/o Ivanhoe Cambridge II Inc.	Unit T43 – 1555 Regent Avenue West	Winnipeg, MB R2C 4J2	December 9, 2004, as amended
179	Shoe Warehouse	Quinte Mall	Quinte Mall Limited	Unit B6 – 390 North	Belleville, ON K8P	March 2, 2007, as amended

Store No.	Store Name	Shopping Centre	Property Manager / Landlord	Address	City, Province, Postal Code	Date of Lease and Amendments
			c/o Ivanhoe Cambridge II Inc.	Front Street	3E1	
14	Shoe Warehouse	Lansdowne Park Shopping Centre	Vanprop Investments Ltd. c/o Ivanhoe Cambridge II Inc.	Unit 208 – 5300 No. 3 Road	Richmond, BC V6X 2X9	July 14, 1998 as amended
87	Freedman	Coquitlam Centre	Pensionfund Realty Limited c/o Morguard Investments Limited	2300 – 2929 Barnet Highway	Coquitlam, BC V3B 5R5	March 26, 2003, as amended
24	Sterling	Coquitlam Centre	Pensionfund Realty Limited c/o Morguard Investments Limited	Unit 2714 – 2929 Barnet Highway	Coquitlam, BC V3B 5R5	September 14, 2001, as amended
57	Sterling	Sevenoaks Shopping Centre	585662 B.C. Ltd. c/o Morguard Investments Limited	Unit 304 – 32900 South Fraser Way	Abbotsford, BC V2S 5A1	April 17, 2003, as amended
69	Shoe Warehouse	The Centre at Circle & Eighth	Morguard Real Estate Investment Trust	Unit B1 – 3510 8 th Street East	Saskatoon, SK S7H 0W6	July 27, 2010, as amended
105	Shoe Warehouse	Parkland Mall	Morguard Real Estate Investment Trust	Unit 171 – 4747 67 th Street	Red Deer, AB T4N 6H3	February 1, 2005, as amended
153	Shoe Warehouse	Cambridge Centre	Morguard Real Estate Investment Trust	Unit 102 – 355 Hespeller Road	Cambridge, ON N1R 6B3	October 14, 2005, as amended
90	Shoe Warehouse	Brandon Shoppers Mall (Annex)	Morguard Real Estate Investment Trust	Unit 2B – 1570 - 18 th Street	Brandon, MB R7A 5C5	October 4, 2005, as amended
7	Shoe Warehouse	Cottonwood Mall	2046459 Ontario Inc. c/o Morguard Investments Limited	Unit 212 – 45585 Luckakuc k Way	Chilliwack, BC V2R 1A1	March 26, 2003, as amended
65	Sterling	Prairie Mall	Revenue Properties Company Limited	Unit 278 – 11801 100 th	Grande Prairie, AB T8V 3Y2	January 31, 2006, as amended

Store No.	Store Name	Shopping Centre	Property Manager / Landlord	Address	City, Province, Postal Code	Date of Lease and Amendments
			c/o Morguard Investments Limited	Street		
72	Shoe Warehouse	Prairie Mall	Revenue Properties Company Limited c/o Morguard Investments Limited	Unit 246A – 11801 100 th Street	Grande Prairie, AB T8V 3Y2	October 13, 2006, as amended
59	Sterling	Willowbrook Shopping Centre	2725312 Canada Inc. 2973758 Canada Inc. c/o Bentall Realty Corporation	Unit 453 – 19705 Fraser Highway	Langley, BC V3A 7E9	April 30, 2010, as amended
52	Shoe Warehouse	Capilano Mall	bcIMC Realty Corporation c/o Bentall Realty Corporation	Unit 062 – 935 Marine Drive	North Vancouver, BC V7P 1S3	May 14, 2001, as amended
39	Shoe Warehouse	Tamarack Shopping Centre	Pellex Holdings Ltd. c/o Bentall Limited Partnership	Unit 38 – 1500 Cranbrook Street North	Cranbrook, BC V1C 3P9	Agreement undated, as amended
21	Shoe Warehouse	Willowbrook Shopping Centre	2725312 Canada Inc. and 2973758 Canada Inc. c/o Penreal Capital Management Limited Partnership (Bentall Retail)	Unit 502 – 19705 Fraser Hwy.	Langley, BC V3A 7E9	April 23, 2002, as amended
11	Shoe Warehouse	Westgate Centre Bldg. H	Sun Life Assurance Company of Canada	Unit 110 – 20398 Dewdney Trunk Road	Maple Ridge, BC V2X 3C9	November 21, 2005, as amended
23	Shoe Warehouse	Lougheed Mall	Shape Property Management (as agent for Lougheed Town Centre)	Unit 172 – 9855 Austin Road	Burnaby, BC V3J 1N4	September 25, 2002, as amended

Store No.	Store Name	Shopping Centre	Property Manager / Landlord	Address	City, Province, Postal Code	Date of Lease and Amendments
63	Sterling	Kingsway Garden Mall	Kingsway Garden Holdings Inc. c/o OMERS Realty Management Corporation, c/o Oxford Retail Group	Unit 697 – 109 th Street & Princess Elizabeth Avenue	Edmonton, AB T5G 3A6	June 28, 2001, as amended
104	Sterling	Midtown Plaza	Borealis Retail Midtown Plaza Inc. as general partner of the Borealis Retail Midtown Plaza Limited Partnership c/o Primaris Management Inc.	Unit T209D – 201 1 st Avenue South	Saskatoon, SK S7K 1J9	May 10, 2005, as amended
19	Sterling	Orchard Park Shopping Centre	Primaris Management Inc.	Unit 1161 – 2271 Harvey Avenue	Kelowna, BC V1Y 6H2	January 31, 2001, as amended
62	Shoe Warehouse	Kingsway Garden Mall	Oxford Retail Group	Unit 80 – 109 th Street & Princess Elizabeth Avenue	Edmonton, AB T5G 3A6	January 6, 2009, as amended
5	Shoe Warehouse	Scottsdale Centre	Redcliff Realty Management Inc.	7109 – 120 th Street	Delta, BC V4E 2A4	October 10, 2003, as amended
20	Shoe Warehouse	Pine Centre	Pine Centre Holdings Inc. c/o Redcliff Realty Management Inc.	Unit 119A – 3117 Massey Drive	Prince George, BC V2N 2S9	April 2, 2008, as amended
154	Shoe Warehouse	Eastgate Square	Eastgate Square Holdings Inc. c/o Redcliff Realty Management Inc.	Unit G024C – 75 Centennial Parkway North	Stoney Creek, ON L8E 2P2	October 12, 2005, as amended
109	Shoe Warehouse	Garden City Centre	1562903 Ontario Limited c/o Redcliff Realty Management Inc.	Unit 305 – 2305 McPhillips Street	Winnipeg, MB R2V 3E1	December 4, 2006, as amended

Store No.	Store Name	Shopping Centre	Property Manager / Landlord	Address	City, Province, Postal Code	Date of Lease and Amendments
18	Shoe Warehouse	Vernon Square Shopping Centre	RealFund Investments (BC) Ltd. c/o RioCan Real Estate Investment Trust	Unit D410 – 4400 - 32nd Street	Vernon, BC V1T 9H2	August 1, 2001 as amended
195	Shoe Warehouse	Centre Street	RioCan Holdings Inc. c/o RioCan Real Estate Investment Trust	Unit C3C, 1054 Centre Street	Thornhill, ON L4J 8E5	April 28, 2009, as amended
83	Shoe Warehouse	Deerfoot Outlet Mall	Shape Properties Corp.	Unit 901 – 64th Avenue N.E.	Calgary, AB T2E 0M1	February 28, 2002, as amended
50	Shoe Warehouse	Brentwood Mall	Shape Properties Corp.	Unit 209 – 4567 Lougheed Highway	Burnaby, BC V5C 3Z6	September 7, 2006, as amended
66	Shoe Warehouse	Golden Mile Shopping Centre	Arcturus Realty Corp.	Unit 16B – 3806 Albert Street	Regina, SK S4S 3R2	August 1, 2001, as amended
88	Freedman		Mythel Holdings Ltd. c/o John Macfarlane	2867 Granville Street	Vancouver, BC V6H 3J4	May 1, 1997, as amended
64	Sterling	West Edmonton Mall	West Edmonton Mall Property Inc.	Phase 2, Unit 1157 – 8882 170 th Street	Edmonton, AB T5T 4J2	March 22, 1990, as amended
81	Sterling	Sherwood Park Mall	Sherwood Park Mall Limited c/o T&T Properties	Unit #47 – 2020 Sherwood Drive	Sherwood Park T8A 3H9	June 10, 2009, as amended
3	Shoe Warehouse		Orr Development Corp.	3010 West Broadway	Vancouver, BC V6K 2H1	April 27, 2009, as amended
58	Shoe Warehouse	Vancouver Block	Equitable Real Estate Investment Corporation Ltd.	734 Granville Street	Vancouver, BC V6Z 1E4	June 6, 2005, as amended
76	Shoe Warehouse	Heritage Hill	Anthem Properties	Unit 144 – 8228 Macleod Trail S.E.	Calgary, AB T2H 2B8	June 23, 2004, as amended

Store No.	Store Name	Shopping Centre	Property Manager / Landlord	Address	City, Province, Postal Code	Date of Lease and Amendments
98	Shoe Warehouse	Clearspring Centre	5326151 Manitoba Ltd. c/o Crosby Property Management Ltd.	Units 25 & 26 – 178 Provincial Trunk Highway 12 th North	Steinbach, MB R5G 1T7	April 2004, as amended
91	Shoe Warehouse	Ellice Centre	4266715 Manitoba Limited, as agent for Shelter Canadian Properties Limited	Unit 230 – 1395 Ellice Avenue	Winnipeg, MB R3G 3P2	November 23, 2007, as amended
49	Freedman		Allgir Holdings Ltd.	2171 West 41 st Avenue	Vancouver, BC V6M 1Z6	March 8, 2004, as amended
97	Shoe Warehouse	Centre Village Mall	Anthem Centre Village Mall Ltd.	Unit 20 – 1240 2 nd "A" Avenue North	Lethbridge, AB T1H 0E4	July 30, 2003, as amended
96	Shoe Warehouse	Grant Park Shopping Centre	Grant Park Ventures Inc. c/o Primaris Management Inc.	Unit 1220 – 1120 Grant Avenue	Winnipeg, MB R3M 2A6	January 30, 2007 as amended
34	Shoe Warehouse	Washington Park Shopping Centre	Genghis Development Corporation	Unit 10 – 795 Ryan Road	Courtney, BC V9N 3R6	January 27, 1997, as amended
16	Shoe Warehouse	Cherry Lane Shopping Centre	Cherry Lane Shopping Centre Holdings Ltd.	Unit 205 – 2111 Main Street	Penticton, BC V2A 6W6	March 1, 2010, as amended
10	Shoe Warehouse	Trenant Park Square	Investors Group Trust Co. Ltd. as Trustee for Investors Real Property Fund c/o Highland West Properties Ltd.	Unit 5225B – Ladner Trunk Road	Delta, BC V4K 1W4	July 6, 2007, as amended
33	Shoe Warehouse	Country Club Centre	Country Club Centre Ltd.	Unit 19 – 3200 North Island Highway	Nanaimo, BC V9T 1W1	May 30, 2003, as amended

Store No.	Store Name	Shopping Centre	Property Manager / Landlord	Address	City, Province, Postal Code	Date of Lease and Amendments
17	Shoe Warehouse	Columbia Square	S.R.V. Developments Ltd. and Kamloops Holdings Ltd.	Unit 420 – 500 Notre Dame Drive	Kamloops, BC V2C 6T6	March 1, 1998 as amended
2	Shoe Warehouse	Mission Hills	Prospero International Realty Inc.	Unit 210, 32530 Lougheed Highway	Mission, BC V2V 1A7	September 10, 2010, as amended
46	Sterling	Bower Place Mall	bcIMC Realty Corporation c/o Bentall Limited Partnership	Unit 176 – 4900 Molly Banister Drive	Red Deer, AB T4R 1N9	April 22, 2004, as amended
128	Shoe Warehouse	Duncan Village	Village Green Limited Partnership ITF Village Green Holdings #2 Ltd. c/o Gulf Pacific Property Management Ltd.	Unit C1 - 127 Trans Canada Hwy	Duncan, BC V9L 3P8	February 10, 2009, as amended
15	Shoe Warehouse	Spall Plaza	Registered Owner of Spall Plaza: 4231 Investments Ltd. Landlord on Lease: Truscan Realty Limited	Unit 100 - 2010 Harvey Avenue	Kelowna, BC V1Y 8J8	April 9, 1996, as amended
48	Shoe Warehouse	Boitanio Mall	BC Retail Partners (Boitanio Mall) Ltd. & BC Retail Partners General Partnership c/o Blackstone Real Estate Acquisitions	Unit 204 – 850 Oliver Street	Williams Lake, BC V2G 3W1	August 20, 2004, as amended
53	SW Shoe Warehouse	Royal City Centre Shopping Centre	BC Retail Partners Inc. c/o Warrington PCI Management	Unit 138 – 610 6th Street	New Westminster, BC V3L 3C2	April 11, 2008, as amended

Store No.	Store Name	Shopping Centre	Property Manager / Landlord	Address	City, Province, Postal Code	Date of Lease and Amendments
94	Shoe Warehouse	St. Vital Square	St. Vital Square Ltd.	Unit 7 – 845 Dakota Street	Winnipeg, MB R2M 5M3	September 12, 2003, as amended
101	Sterling	Kildonan Place	Kildonan Place Shopping Centre Ltd.	Unit T40 – 1555 Regent Avenue West	Winnipeg, MB R2C 4J2	December 7, 2004, as amended
73	Shoe Warehouse	Northland Village	Primaris Management Inc.	Unit 10 – 5111 Northland Drive N.W.	Calgary, AB T2L 2J8	August 31, 2001, as amended
30	Sterling	Mayfair Shopping Centre	Mayfair Shopping Centre Limited Partnership	Unit 661 – 3147 Douglas Street	Victoria, BC V8Z 6E3	May 12, 2003, as amended
51	Shoe Warehouse	Central City Shopping Centre (formerly Surrey Place Mall)	Surrey CC Properties Inc.	Unit 220 – 10153 King George Highway	Surrey, BC V3T 2W1	February 17, 1998 as amended
92	Shoe Warehouse	Northgate Shopping Centre (formerly Moore Centre)	Moore Centre Inc.	Unit 10 – 1375 McPhillips Street	Winnipeg, MB R2V 3V1	May 26, 1998 as amended
75	Shoe Warehouse	Cornerstone Power Centre	Canadian Property Holdings (Alberta) Inc.	Unit 5 – 1940 Strachan Road	Medicine Hat, AB T1B 4K4	September 16, 1998, as amended
102	Shoe Warehouse	Portage Place	Portage Place Centre Inc.	Unit 124B – 393 Portage Avenue	Winnipeg, MB R3B 3H6	September 17, 2004, as amended

CONTRACTS

Part A

1. General Agreement (the "**General Agreement**") between Raymark Xpert Business Systems Inc. and Sterling Shoes Limited Partnership by its general partner, Sterling Shoes GP Inc., dated as of November 3, 2008, including Schedules A, B, C, D, E, F, G and the addendum to Schedule A of the General Agreement.
2. Global Payments Agreement (the "**Global Payments Agreement**") between Global Payments Direct, Inc. and Sterling Shoes Limited Partnership dated as of December 1, 2005.
3. Amendment to the Global Payments Agreement dated as of December 16, 2009.
4. Statement of Work between CGI Information Systems and Management Consultants Inc. and Sterling Shoes Limited Partnership dated as of September 23, 2010.
5. Services Agreement (the "**Services Agreement**") between CGI Information Systems and Management Consultants Inc. and Sterling Shoes Limited Partnership dated as of April 15, 2009.
6. Amendment 1 to the Services Agreement dated as of April 19, 2009.
7. Amendment 2 to the Services Agreement dated as of April 19, 2009.
8. Amendment to the Services Agreement dated as of March 30, 2012.
9. Photocopier Lease between Konica Minolta Business Solutions (Canada) Ltd. and Sterling Shoes GP Inc. dated as of August 26, 2008.

Part B

10. Technical Support Services Contract (No. 91524030) between Cisco Systems, Inc. and Sterling Shoes Limited Partnership dated as of April 18, 2011.
11. Renewal of Technical Support Services Contract (No. 91524030) between Cisco Systems, Inc. and Sterling Shoes Limited Partnership dated as of March 12, 2012.
12. Technical Support Services Contract (No. 91667086) between Cisco Systems, Inc. and Sterling Shoes Limited Partnership dated as of June 24, 2011.
13. Service Retainer Agreement between Metafore Technologies Inc. and Sterling Shoes Limited Partnership dated as of August 30, 2011.
14. Schooley Mitchell Service Agreement between Patrick McGeough Technology Consulting doing business as Schooley Mitchell Telecom Consultants and Sterling Shoes Limited Partnership dated as of February 14, 2011.
15. Internet Services Agreement between Prime Signal Ltd. and Sterling Shoes Limited Partnership dated as of May 25, 2006.
16. Internet Services Agreement between Prime Signal Ltd. and Sterling Shoes Limited Partnership dated as of July 17, 2008.

17. Dedicated Server Agreement between Prime Signal Ltd. and Sterling Shoes Limited Partnership dated as of February 23, 2009.
18. Commercial Service Agreement between EMedia Networks Incorporated and Sterling Shoes Limited Partnership dated as of May 8, 2009.
19. Service Level Agreement & Software License between Eigen Development Ltd. and Sterling Shoes Limited Partnership dated as of December 12, 2005.
20. PitneyBowes Agreement between PitneyBowes and Sterling Shoes Inc. dated as of April 15, 2002.
21. The following companies supply services for which Sterling Shoes Limited Partnership does not have a formal contract. Governance is by acceptance of the supplier's terms and conditions which Sterling indicates acceptance when applying for an account at each supplier's website.

Company	Services
Network Telsys (monthly invoices)	Voice teleconferencing Automated attendant for IT support Fax-to-email (two numbers) Voice mailboxes (two)
GoDaddy (credit card on file)	Registration and management of domain names
Media Temple (credit card on file)	Cloud server to host Sterlingshoes.com public website
Mail Chimp (credit card on file)	Hosting for customer-email-address database Mass email campaigns to customers

22. Iron Mountain Customer Agreement between Iron Mountain Canada Corporation and Sterling Shoes Limited Partnership dated as of May 22, 2008.
23. Iron Mountain Pricing Schedule effective as of January 1, 2012.

Schedule "C"

**No. S117081
Vancouver Registry**

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36**

AND

**IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C.
1985, c. C-44**

AND

**IN THE MATTER OF STERLING SHOES INC. and STERLING SHOES GP INC.
PETITIONERS**

Monitor's Contract Certificate

PURSUANT TO AN ORDER of the British Columbia Supreme Court (the "**Court**") dated October 21, 2011, Alvarez & Marsal Canada Inc. was appointed the monitor (the "**Monitor**") of the Petitioners and Sterling Shoes Limited Partnership (collectively, the "**Company**").

PURSUANT TO AN ORDER of the Court dated April [●], 2012, the Court approved the asset purchase agreement among Sterling Shoes GP Inc., Sterling Shoes Limited Partnership, Town Shoes Limited (the "**Purchaser**") and the Monitor for the sale of certain assets of the Company (the "**Purchase Agreement**"). The Purchase Agreement requires, as a condition to closing, the assignment and transfer of certain Contracts (as defined by the Purchase Agreement) to the Purchaser.

PURSUANT TO AN ORDER of the Court dated April [●], 2012, the Court, subject to the delivery of this Certificate by the Monitor to Purchaser on or prior to the Closing Time on the Closing date, assigned and transferred the Contracts outlined in Schedule B of the Assignment Order to the Purchaser.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Monitor has received written confirmation from the Purchaser and the Company that all conditions precedent under the Purchase Agreement have been satisfied or waived in accordance with the Purchase Agreement and that the Purchase Agreement has not been terminated.

2. This Certificate was delivered by the Monitor at [time] on [date].

DATED at the City of Vancouver, in the Province of British Columbia, this [•] of May, 2012.

**ALVAREZ & MARSAL
CANADA INC. in its capacity as
court-appointed Monitor of the
Petitioners and not in its personal
capacity**

Per: _____

Name:

Title: