

**LANDLORD PROOF OF CLAIM  
AGAINST STERLING SHOES INC., STERLING SHOES GP INC. AND  
STERLING SHOES LIMITED PARTNERSHIP**

(hereinafter referred to collectively as the “Petitioner Parties”)

**Please read the enclosed Landlord Instruction Letter carefully prior to completing this Landlord Proof of Claim. Defined terms not defined within this Landlord Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated April 2, 2012, as may be amended, restated or supplemented from time to time.**

**1. Particulars of Landlord**

(a) Please complete the following:

Full Legal Name: <i>(Name should be the name of the original Landlord, regardless of whether an assignment of a Claim, or a portion thereof, has occurred prior to or following the Filing Date)</i>	
Location of Premises:	
Full Mailing Address: <i>(Full Mailing Address should be that of the original Landlord, not of the Assignee)</i>	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

(b) Has the Claim been sold, transferred or assigned by the Landlord to another party (an “Assignee”)?

Yes:

No:

**2. Particulars of Assignee(s) (if any):**

- (a) Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information:

Full Legal Name of Assignee(s):	
Full Mailing Address of Assignee(s):	
Telephone Number of Assignee(s):	
Facsimile Number of Assignee(s):	
E-mail address of Assignee(s):	
Attention (Contact Person):	

**3. Proof of Claim:**

I, \_\_\_\_\_ (*name of individual Landlord or Representative of corporate Landlord*), of \_\_\_\_\_ (*City, Province or State*) do hereby certify:

that I [ \_\_\_\_\_ ] am a Landlord; OR

[ \_\_\_\_\_ ] am \_\_\_\_\_ (*state position or title*) of \_\_\_\_\_ (*name of corporate Landlord*), which is a Landlord;

that I have knowledge of all the circumstances connected with the Claim referred to below;

that \_\_\_\_\_ (*name of applicable Petitioner Parties and/or Directors and/or Officers*) was and still is indebted to the Landlord as follows;

RESTRUCTURING CLAIM (to be calculated with reference to “**5. Particulars of Claims**”, outlined below) :

\$ \_\_\_\_\_ (*insert \$ value of Claim arising after the Filing Date resulting from the restructuring, disclaimer, resiliation, termination or breach of the Lease after the Filing Date of any contract, employment*

*agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral);*

that the Landlord's Claim and the Landlord's invoices, statements and/or supporting documents attached are denominated in:

- Canadian Dollars
- U.S. Dollars
- Other: \_\_\_\_\_ (*stipulate other currency referenced*)

A. TOTAL CLAIM(S) \$ \_\_\_\_\_

(Note: Claims in a currency other than Canadian Dollars will be converted to Canadian Dollars at the noon spot rate of the Bank of Canada as at the Filing Date, October 21, 2011.

**4. Nature of Claim:**

*(Check and complete appropriate category)*

A. UNSECURED CLAIM OF \$ \_\_\_\_\_. That in respect of this debt, no assets of any of the Petitioner Parties are pledged as security.

B. SECURED CLAIM OF \$ \_\_\_\_\_. That in respect of this debt, assets of \_\_\_\_\_ (*insert name of applicable Petitioner Parties*) valued at \$ \_\_\_\_\_ are pledged to me as security, particulars of which are as follows:

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

**5. Particulars of Claims:**

**LEASE TERMS**

a) Base Rent Information

Please complete the table below outlining Base Rent from October 21, 2011 through to the expiry of the Lease term. (Please refer to the “Landlord Instruction Letter” for the definition of Base Rent. Please use a separate line for each period that a Base Rent increase comes into effect.) Claims on account of rent arrears owing as at October 21, 2011 should not be included in this Landlord Proof of Claim Form. The Base Rent and Lease Terms provided should exclude options to renew at the discretion of the tenant.

From (Month/Day/Year)	To (Month/Day/Year)	Base Monthly Rent (\$Cdn)
October 21, 2011		

Final date Lease is to expire : \_\_\_\_\_

(If your Lease payments are denominated in a foreign currency, they will be converted to Canadian dollars at the exchange rate of the Bank of Canada as at October 21, 2011).

b) Additional Rents

Please complete the items below, **only if they are specifically provided for in the Lease as Additional Rents**, and provide a copy of the applicable section of the Lease which demonstrates these charges constitute a component of Additional Rents. Please also indicate whether these amounts are charged on a monthly or annual basis (Refer to the “Landlord Instruction Letter”) and attach supporting documentation. Please note that realty taxes should be based on 2011 Final Tax Bill. If this information is not available, the actual realty taxes charged in the previous year should be provided with supporting documentation. If the Lease does not fix the amount charged for Common Area Maintenance, the amount invoiced for most recent 12-month period should be provided.

Additional Rents	Monthly Charge (if applicable)	Annual Charge (if applicable)	
Realty Taxes			
Common Area Maintenance			
Other (please specify nature of additional rents)  _____  _____  _____			

c) Additional Information

Names of any guarantors or indemnifiers, which have guaranteed or indemnified the Lease:

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Description of security, if any, granted to Landlord or assigned by the Landlord to an Assignee of the Lease:

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Description of any physical damages, including estimates of repair costs, caused by any of the Petitioner Parties or their agent(s) abandoning any leased premises, and/or the removal of any signage or other equipment after October 21, 2011. Physical damages not caused by any of the Petitioner Parties or its agent or which pre-dated October 21, 2011 should be excluded:

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Estimated time required to re-let premises (include basis of such estimate) or the date on which the premises were re-let:

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**6. Filing of Claims:**

Landlord Proofs of Claim for Restructuring Claims arising after the Filing Date resulting from a restructuring, disclaimer, resiliation, termination, or breach of a Lease, **must be received by the Monitor by the later of: (a) by 5:00 p.m. (Vancouver time) on May 9, 2012, and (b) by 5:00 p.m. (Vancouver time) on the day which is 10 days after the date of the applicable Notice of Disclaimer or Resiliation** (the “Restructuring Claims Bar Date”).

**FAILURE TO FILE YOUR LANDLORD PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE PETITIONER PARTIES AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS.**

This Landlord Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, courier or facsimile transmission at the following addresses:

Alvarez & Marsal Canada Inc.  
Court-appointed Monitor of Sterling Shoes Inc. et al.  
400 Burrard Street, Suite 1680  
Vancouver, British Columbia V6C 3A6  
Attention: Tom Powell  
Telephone: 604.639.0853  
Fax: 604.638.7441  
Email: ssiclaims@alvarezandmarsal.com

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_

Print name of Landlord:  
\_\_\_\_\_

*If Landlord is other than an individual, print name and title of authorized signatory*

Name: \_\_\_\_\_

Title: \_\_\_\_\_