

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO.: 500-11-059566-212
ESTATE NO.: 41-2716886

S U P E R I O R C O U R T
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

CHANGE DE SCANDINAVIE CANADA
DETAIL INC./CHANGE OF SCANDINAVIA
CANADA RETAIL INC.

Debtor

-and-

RICHTER ADVISORY GROUP INC.

Trustee

PROPOSAL

(under the *Bankruptcy and Insolvency Act*, Canada)

CHANGE DE SCANDINAVIE CANADA DETAIL INC./CHANGE OF SCANDINAVIA CANADA RETAIL INC. (the “**Debtor**”), hereby submits the following Proposal to the Creditors under the *BIA*:

1. Definitions and Interpretation

1.1 In addition to the words and terms otherwise defined herein, whenever used herein:

1.1.1 “Approval” means:

- (a)** acceptance of the Proposal by all Creditors entitled to vote thereon in accordance with the relevant provisions of the *BIA*; and
- (b)** approval of the Proposal by the Court by judgment rendered by such Court which has become executory as a result of the delay for appeal having expired without there having been an appeal lodged therefrom or, if an appeal is lodged therefrom, such judgment of the Court having been confirmed or such appeal withdrawn (the “**Court Approval**”);

- 1.1.2 **“Approval Motion”** has the meaning set forth in **Section 14.1** hereof;
- 1.1.3 **“BIA”** means the *Bankruptcy and Insolvency Act*, Canada, RSC 1985, c.B-3, as amended;
- 1.1.4 **“Change Denmark Claims”** means all amounts owing by the Debtor to any member of the Change Group as at (but not after) the Proposal Date, whether such indebtedness, but for its exclusion from the definitions of Ordinary Claims and Secured Claims hereunder, would otherwise constitute an Ordinary Claim or a Secured Claim;
- 1.1.5 **“Change Group”** means Change of Scandinavia A/S (a Danish limited company) and Change of Scandinavia Holdings A/S (a Danish limited company);
- 1.1.6 **“Committee”** has the meaning set forth in **Section 9** hereof;
- 1.1.7 **“Court”** means the Commercial Division of the Quebec Superior court for the District of Montreal, sitting as the “court” as envisaged and defined in Section 2(1) *BIA* and includes any Justice thereof or, if applicable, the Registrar or any Deputy Registrar thereof;
- 1.1.8 **“Creditors”** mean, as a single class of creditors, all the creditors of the Debtor affected by the Proposal, namely the Crown, the Preferred Creditors, the Employee Creditors, and the Ordinary Creditors (including the Landlords) and **“Creditor”** means any of them. All other creditors of the Debtor (including, without limitation, all Secured Creditors to the extent of their Secured Claims) shall not be, in any manner whatsoever, affected or bound by the Proposal;
- 1.1.9 **“Crown”** means Her Majesty in Right of Canada or in right of any Province of Canada;
- 1.1.10 **“Crown Claims”** mean all Proven claims of the Crown set forth and described in Section 60(1.1) *BIA*, against the Debtor and which were outstanding on the Proposal Date, and **“Crown Claim”** means any of them;
- 1.1.11 **“Debtor”** means **CHANGE DE SCANDINAVIE CANADA DETAIL INC./CHANGE OF SCANDINAVIA CANADA RETAIL INC.;**
- 1.1.12 **“Directors”** means all of the past and present directors or *de facto* directors of the Debtor and **“Director”** means any of them;

1.1.13 “Employee Claims” means:

- (a) all Proven amounts which the Debtor’s present or former employees would have been entitled to receive under Section 136(1)(d) *BIA* if the Debtor had become bankrupt on the Proposal Date as well as wages, salaries, commissions or compensation for services rendered from and after the Proposal Date up to and including the date of Approval of this Proposal, together with, in the case of traveling salesmen, disbursements properly incurred by those salesmen in and about the Debtor’s business during the same period, all as envisaged by Section 60(1.3) *BIA*; and
- (b) to the extent that the Debtor participated in a “prescribed pension plan” as envisaged by Section 60(1.5) *BIA*, all Proven amounts envisaged by Section 60(1.5)(a) *BIA* owing by the Debtor and which may be unpaid on the Proposal Date and which are required to be paid from and after the Proposal Date up to and including the Approval,

and **“Employee Claim”** means any of them;

1.1.14 “Employee Creditors” mean any or all of the Debtor’s past and present employees having Employee Claims and **“Employee Creditor”** means any of them;

1.1.15 “Landlord” means each particular landlord under each particular Lease and **“Landlords”** means all of them;

1.1.16 “Landlord Claim” means the Proven claim of any Landlord under a particular Lease and **“Landlord Claims”** means all of them. All Landlord Claims shall be deemed to be Ordinary Claims under the Proposal;

1.1.17 “Lease” means each lease (or similar contract or agreement):

- (a) for occupancy of retail store premises under which the Debtor is the lessee/tenant; and
- (b) for occupancy of premises situated at 9961 Saint-Vital Blvd., Montreal, under which the Debtor is the lessee/tenant,

and **“Leases”** means all of them;

1.1.18 “Official Receiver” means the “official receiver” as defined in Section 2 *BIA*;

1.1.19 “Ordinary Claims” mean all Proven claims against the Debtor

other than Crown Claims, Employee Claims, Preferred Claims, Secured Claims and Change Denmark Claims, of any nature or source whatsoever, resulting from and/or arising out of any transaction entered into by the Debtor prior to or after the Proposal Date (to the extent only that any claims arising after the Proposal Date are Restructuring Claims) or any event which occurred prior to or after the Proposal Date, whether due or not due as of the Proposal Date and includes all such claims which are contingent and unliquidated (once becoming absolute or liquidated) but expressly excludes all Subsequent Claims and “**Ordinary Claim**” means any of them. In addition to and notwithstanding the foregoing, “Ordinary Claims” include, under all circumstances:

- (a) all Landlord Claims;
- (b) all claims resulting from or arising out of any breaches of any obligations contracted by the Debtor prior to the Proposal Date where such breaches occurred (i) at any time prior to the Proposal Date, or (ii) at any time between the Proposal Date and the date hereof;
- (c) any proof of claim which may be filed by a Secured Creditor in excess of the Value of such Secured Creditor’s security as envisaged by **Section 5.2.3** hereof; and
- (d) all Restructuring Claims.

1.1.20 “Ordinary Creditors” mean all persons having Ordinary Claims and “**Ordinary Creditor**” means any of them;

1.1.21 “Preferred Claims” mean all Proven claims against the Debtor, other than Employee Claims, as set forth and described in Sections 136(1)(a) through 136(1)(c) *BIA* and Sections 136(1)(d.01), (d.02), (d.1), (e) and (g) through (j) *BIA*, being such claims directed by the *BIA* to be paid in priority to all other claims in the distribution of the property of a bankrupt, but only to the extent applicable to the Proposal and “**Preferred Claim**” means any of them;

1.1.22 “Preferred Creditors” mean all persons having Preferred Claims and “**Preferred Creditor**” means any of them;

1.1.23 “Proposal” means the present proposal and any and all future amendments hereto, which amendments may be made:

- (a) at any time prior to a vote by the Creditors hereon; or
- (b) by the Court at the time of Approval;

1.1.24 “Proposal Date” means **March 2, 2021**, being the date upon which the Debtor filed its Notice of Intention to Make a Proposal under Section 50.4(1) *BIA*;

1.1.25 “Proposal Expenses” mean all proper fees, expenses, liabilities and obligations of the Trustee as well as all legal fees, accounting fees and consulting fees for, in respect of and/or incidental to all proceedings and matters pertaining to the Debtor’s Notice of Intention to Make a Proposal and the Proposal and includes, without limitation, all advice to the Debtor in connection therewith;

1.1.26 “Proven” means with reference to any Crown Claims, Employee Claims, Preferred Claims and Ordinary Claims (including, without limitation and Landlord Claims), all such claims that have been the object of a proof of claim in accordance with Section 124 *BIA*, filed with the Trustee in due time and allowed by the Trustee. With respect to all such claims:

- (a) contingent and unliquidated claims and claims payable at a future time shall be governed by Sections 212(2) and 121(3) *BIA*;
- (b) every provision of the *BIA* dealing with the right to vote a claim shall apply to the Proposal; and
- (c) Proven Ordinary Claims under successive performance contracts which have not been repudiated or terminated by the Debtor shall be limited to amounts owing by the Debtor thereunder accruing only up to (but not after) the Proposal Date;

1.1.27 “Related Persons” mean any persons who/which are related to any other persons as defined and described in Section 4 *BIA* and **“Related Person”** means any of them;

1.1.28 “Restructuring Claims” means any right of any person against the Debtor in connection with any indebtedness, liability or obligation, of any nature, source or kind whatsoever, owed to such person arising out of the restructuring of the Debtor, the disclaimer or the termination of any contract (other than Leases), employment agreement, collective agreement or any other agreement, whether written or oral, after the Proposal Date including, without limitation, the right of any person who receives any notice of repudiation or termination from the Debtor. Without limiting the generality of the foregoing, the Restructuring Claims shall include all claims of any employee of the Debtor whose employment has been terminated after the Proposal Date and the claim of any taxation authority related, directly or indirectly, to the Approval of the Proposal;

1.1.29 “Secured Claims” mean the claims (other than Change Denmark Claims) of all Secured Creditors against the Debtor, to the extent of the Value of the security held by each Secured Creditor;

1.1.30 “Secured Creditors” mean all persons falling within the definition of “secured creditor” as set forth in Section 2(1) *B/A* in respect of the Debtor and **“Secured Creditor”** means any of them;

1.1.31 “Subsequent Claims” means all claims (other than Restructuring Claims) arising in respect of property supplied, services rendered or other consideration given to the Debtor subsequent to the Proposal Date, including, without limitation, all salaries, remuneration and other compensation of the Debtor’s employees for current services;

1.1.32 “Trustee” means Richter Advisory Group Inc., the trustee under the Debtor’s Notice of Intention to Make a Proposal and the trustee named herein; and

1.1.33 “Value” means, with respect to any claim filed by a Secured Creditor, the value of such Secured Creditor’s security as assessed by the Secured Creditor and accepted by the Trustee or as determined by the Court.

1.2 The paragraph headings herein contained are for ease of reference only, shall not form part of the Proposal and shall not be utilized, in any manner whatsoever, in the interpretation of the Proposal.

1.3 Whenever the context so provides, all references to the masculine shall include the feminine and *vice versa* and all references to the singular shall include the plural and *vice versa*.

1.4 In the event that there is a French version of the Proposal and there are any inconsistencies or discrepancies between the English language version of the Proposal and any French language version of the Proposal, the English language version of the Proposal shall govern and prevail under all circumstances.

2. Employee Claims

2.1 Subject to **Sections 2.2** and **2.3** hereof, all Employee Claims will be paid in full, immediately after Approval.

2.2 With respect to all of the Employee Creditors who are currently employed by the Debtor, all of their Employee Claims have been or shall have been fully paid by the Debtor to such Employees, in the normal course of the Debtor’s business.

2.3 With respect to the Employee Creditors who are not currently employed by the Debtor (being, for greater certainty, all of the Employee Creditors other than those referred to in **Section 2.2** hereof), all Employee Claims will be paid in full on the latest of the following dates, namely:

2.3.1 5 days after acceptance of a valid proof of claim from such Employee Creditor or the Court's definitively determining such proof of claim to be valid;

2.3.2 the date of Approval; and

2.3.3 the date of receipt of the relevant certificates required under the relevant provisions of the *Employment Insurance Act*, Canada.

2.4 The Debtor undertakes to request all relevant certificates required in virtue of the relevant provisions of the *Employment Insurance Act*, Canada upon acceptance of each Employee Claim.

3. Crown Claims

3.1 All Crown Claims, to the extent not already paid by the Debtor in the ordinary course of the Debtor's business, shall be paid in full, within 6 months after Approval or as may otherwise be arranged with the Crown.

4. Proposal Expenses

4.1 All Proposal Expenses, to the extent not already paid by the Debtor in the ordinary course of the Debtor's business, shall be paid by the Debtor in priority to all Preferred Claims and Ordinary Claims.

5. Secured Claims

5.1 All Secured Claims shall be paid in accordance with existing agreements or as may be otherwise arranged with each of the Secured Creditors.

5.2 For greater certainty:

5.2.1 the Proposal is not addressed to Secured Creditors to the extent of their Secured Claims;

5.2.2 all Secured Creditors and their Secured Claims shall not be, in any manner whatsoever, affected or bound by the Proposal to the extent of their Secured Claims; and

5.2.3 if a Secured Creditor chooses to file a proof of claim and values its security in order to be considered as an Ordinary Creditor, then the Proven claim of such Secured Creditor in excess of the Value of its security shall be included in the class of Ordinary Creditors under

the Proposal unless the Secured Creditor and the Debtor have agreed otherwise in writing.

6. Subsequent Claims

6.1 All Subsequent Claims have been or shall be paid in full by the Debtor in the ordinary course of the Debtor's business.

7. Preferred Claims and Ordinary Claims

7.1 In addition to paying all Employee Claims, all Crown Claims, all Proposal Expenses and all Subsequent Claims, the amount of \$100,000 shall be paid to the Trustee by the Debtor no later than 60 days immediately following Approval (or such later date permitted under **Section 9.2** hereof), for distribution to all Preferred Creditors and Ordinary Creditors as herein set forth (the "**Dividend**"), without any interest thereon whatsoever, in full and final settlement, release and discharge of all Preferred Claims and all Ordinary Claims.

7.2 The Dividend shall be paid to the Trustee on or before the date set forth in **Section 7.1** hereof and shall thereafter be distributed by the Trustee as follows:

7.2.1 First, to the Preferred Creditors, according to the amount of their respective Preferred Claims; and

7.2.2 Second, after full payment of all Preferred Claims, to all of the Ordinary Creditors on a *pro rata* basis, according to the amounts of their respective Proven Ordinary Claims.

7.3 The Debtor shall be entitled, at any time whatsoever, to prepay the Dividend, without any indemnity or penalty whatsoever.

7.4 The Dividend, without any interest whatsoever thereon, once paid to the Trustee in accordance with provisions of this Proposal, shall constitute full and final settlement of and shall operate as a complete release and discharge of all Preferred Claims and Ordinary Claims.

8. Claims Against Directors

8.1 In accordance with Section 50(13) *BIA*, Approval of the Proposal shall be deemed, for all purposes whatsoever, to constitute the complete release and discharge of all claims, of any nature or source whatsoever, of all Creditors and any other persons against all of the Directors which arose before the Proposal Date and which relate to obligations of the Debtor where such Directors are by law liable in their capacity as directors for payment of such obligations, all to the fullest extent permitted under the

relevant provisions of the *BIA*.

- 8.2** Nothing in the Proposal shall be deemed, in any manner whatsoever, to constitute any acknowledgment of any liability or obligations of any of the Directors.

9. Committee

- 9.1** A committee (the “**Committee**”) of up to 5 individuals shall be appointed by the Ordinary Creditors at the meeting of the Creditors called to consider the Proposal. Such Committee shall be thereafter deemed to have been formed and constituted for the purposes hereafter set forth.
- 9.2** The powers of the Committee shall be limited to the power to authorize the deferment of payment of the Dividend under the terms of **Section 7.1** hereof.
- 9.3** All decisions of the Committee shall be made by simple majority vote of its members.

10. Preferences, Transfers at Under Value, etc.

- 10.1** All of the provisions of and all rights, remedies and recourses under and/or pursuant to:

10.1.1 Sections 95 through 101 *BIA*;

10.1.2 Articles 1631 through 1636 of the *Civil Code of Québec*; and

10.1.3 all other provisions of law, rights, remedies and recourses similar to the provisions of law, rights, remedies and recourses set forth in **Sections 10.1.1** and/or **10.1.2** hereof in any province of Canada or any other jurisdiction other than the Province of Quebec,

shall not, in any manner whatsoever, apply to this Proposal, such that, without limiting the generality of the foregoing:

10.1.4 all of such provisions, rights, remedies and recourses and any claims based thereon shall be completely unavailable to the Trustee or any Creditors against the Debtor, any of the Debtor's property, any other Creditor or any other persons whatsoever; and

10.1.5 the Trustee and all of the Creditors shall be deemed, for all purposes whatsoever, to have irrevocably and unconditionally waived and renounced to such provisions, rights, remedies and recourses and any claims based thereon against the Debtor, any or all of the Debtor's property, any other Creditor or any other persons whatsoever,

arising from and/or as a result of any matter whatsoever which occurred at any time prior to the Proposal Date.

11. Powers of the Trustee

11.1 Subject to the rights of the Secured Creditors, the Trustee shall have the following rights, powers and authority, namely:

11.1.1 until (but not after) payment in full of the Dividend, to receive, if and to the extent requested by the Trustee, periodic reports from the Debtor on their businesses, operations and activities;

11.1.2 until (but not after) payment in full of the Dividend, to have full access to the Debtor's premises as well as the Debtor's books, records and documents in order to obtain such information on the Debtor's activities as the Trustee may consider appropriate, in its sole discretion; and

11.1.3 to examine, accept or contest any security or alleged security of any Secured Creditor or the evaluation thereof.

11.2 The rights, powers and authority set forth in **Section 11.1** hereof are in addition to and not in lieu of all of the Trustee's rights, powers and authorities under the *BIA* and any other applicable laws.

12. Trustee

12.1 The Trustee shall be the trustee under the Proposal. The Dividend and all other monies payable to the Creditors affected by the Proposal shall be paid over to the Trustee, which Trustee shall make all payments provided for hereunder, all in accordance with the provisions of the Proposal.

13. Change Denmark Claims

13.1 Conditional upon approval, each member of the Change Group hereby:

13.1.1 subordinates and postpones all of the Change Denmark Claims to and in favour of full payment of the Dividend, such that the Change Group shall not be entitled to receive any payment from the Debtor of the principal of or interest on the Change Denmark Claims unless and until the Dividend has been fully paid to the Trustee as set forth in the Proposal; and

13.1.2 agrees that the Change Denmark Claims will not constitute an Ordinary Claim or a Secured Claim under the Proposal and will not be compromised, settled or discharged by the Proposal.

- 13.2** The provisions of **Section 13.1** hereof are subject to the suspensive condition of Approval, such that the failure of Approval shall automatically render the provisions of **Section 13.1** hereof null, void and inoperative for all purposes.

14. Notice of Presentation of Approval Motion

- 14.1** Each of:

14.1.1 the Creditors; and

14.1.2 the Official Receiver,

is hereby given notice that, after acceptance of this Proposal by the Creditors entitled to vote thereon in accordance with the relevant provisions of the Proposal and of the *BIA*, the Trustee and/or the Debtor will present an application to the Court for Court Approval (the “**Approval Motion**”).

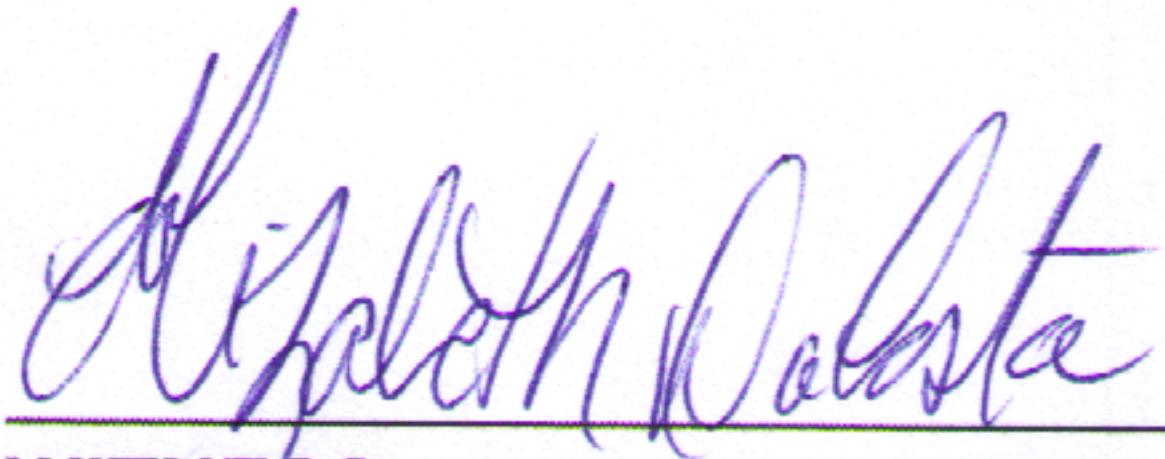
- 14.2** The Approval Motion will be presented before the Court (namely the Commercial Division of the Quebec Superior Court for the District of Montreal) in Room 16.10 of the Palais de Justice, 1 Notre-Dame Street, East, City of Montreal, Province of Quebec **during the virtual call of the roll on July 20, 2021 at 8:45 a.m.** or so soon thereafter as counsel may be heard. Instructions as to how to access the virtual call of the roll are included in the notice of presentation attached hereto as **Annex A** forming part hereof.
- 14.3** The forwarding of this Proposal to the Creditors and to the Official Receiver shall avail, for all purposes, as valid and proper signification, notification and service of the Approval Motion on all of the Creditors, and on the Official Receiver and shall constitute the notice of the hearing of the Approval Motion pursuant to Section 58(b) *BIA*.

[Signature page to follow]

Montreal, Province of Quebec, Canada
this 22nd day of June, 2021

**CHANGE DE SCANDINAVIE CANADA
DETAIL INC./
CHANGE OF SCANDINAVIA CANADA
RETAIL INC.**

Per:



WITNESS

Ari Zucker, President

Each member of the Change Group hereby agrees to be bound by the provisions of
Section 13 of the Proposal.

CHANGE OF SCANDINAVIA A/S

Per:

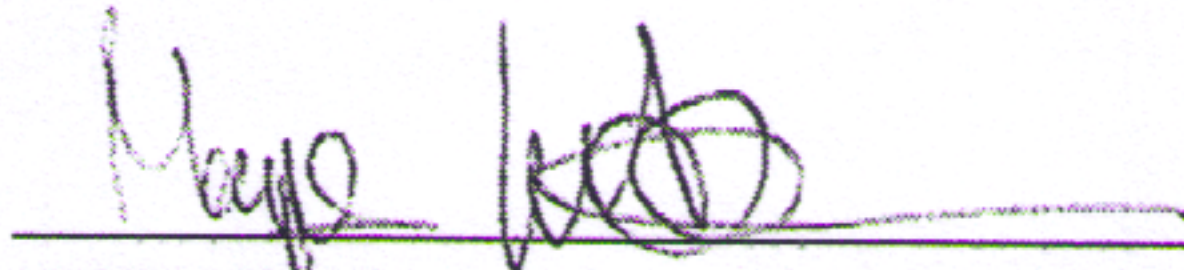


WITNESS

Claus Walther Jensen, Chief Executive
Officer

**CHANGE OF SCANDINAVIA HOLDINGS
A/S**

Per:



WITNESS

Claus Walther Jensen, Chief Executive
Officer

ANNEX A

NOTICE OF PRESENTATION

1. PRESENTATION OF THE PROCEDURE

TAKE NOTICE that the *Proposal* will be presented in the practice division of the Commercial Division of the Superior Court, in room 16.10 of the Montreal courthouse during the **virtual calling of the roll of July 20, 2021, at 8:45 a.m.**, or as soon as counsel can be heard.

2. HOW TO JOIN THE VIRTUAL CALLING OF THE ROLL

The contact information to join the virtual calling of the roll in Room 16.10 is as follows:

with the Teams tool: by clicking on the link available on the website <http://www.tribunaux.qc.ca>;

You will then be asked to enter your name and click on "Join Now". In order to facilitate the process and identification of participants, we invite you to enter your name as follows:

- Lawyers: M^e First name, Last name (the name of the represented party);
- Trustees: First name, Last name (trustee);
- The Superintendent: First name, Last name (Superintendent)
- Self-Represented Parties: First Name, Last Name (specify: Plaintiff, Defendant, Petitioner, Respondent, Creditor, Opponent or other);
- For persons attending a public hearing: the mention may be limited to registration: (public).

by telephone:

- Canada, Québec (Charges will apply): + 1 581-319-2194;
- Canada (Toll-Free): (833) 450-1741;
- Conference ID: 820 742 874#

by videoconference:

- teams@teams.justice.gouv.qc.ca ;
- VTC Conference ID: 11973653703

d) in person:

if and only if you do not have access to one of the above identified technological means. You may then go to room 16.10 of the Montreal courthouse located at: **1 Notre-Dame Street East, Montreal, Quebec.**

1. PRÉSENTATION DE LA PROCÉDURE

PRENEZ AVIS que la *Proposal* sera présentée en division de pratique de la Chambre commerciale de la Cour supérieure, en salle 16.10 du palais de justice de Montréal lors de l'**appel du rôle virtuel du 20 juillet 2021, à 8 h 45**, ou aussitôt que conseil pourra être entendu.

2. COMMENT JOINDRE L'APPEL DU RÔLE DE PRATIQUE VIRTUEL

Les coordonnées pour vous joindre à l'appel du rôle virtuel de la salle 16.10 sont les suivantes:

par l'outil Teams: en cliquant sur le lien disponible sur le site <http://www.tribunaux.qc.ca>;

Vous devrez alors inscrire votre nom et cliquer sur « Rejoindre maintenant ». Afin de faciliter le déroulement et l'identification des participants, nous vous invitons à inscrire votre nom de la façon suivante:

- Les avocats: Me Prénom, Nom (le nom de la partie représentée);
- Les syndics: Prénom, Nom (syndic);
- Le surintendant: Prénom, Nom (surintendant);
- Les parties non représentées par avocat: Prénom, Nom (précisez: demandeur, défendeur, requérant, intimé, créancier, opposant ou autre);
- Pour les personnes qui assistent à une audience publique: la mention peut se limiter à inscrire: (public).

b) par téléphone:

- Canada, Québec (Numéro payant): + 1 581-319-2194;
- Canada (Numéro gratuit): (833) 450-1741;
- ID de conférence: 820 742 874#.

c) par vidéoconférence:

- teams@teams.justice.gouv.qc.ca ;
- ID de la conférence VTC: 11973653703.

d) en personne:

si et seulement si vous n'avez pas accès à l'un des moyens technologiques ci-dessus identifiés. Vous pouvez alors vous rendre à la salle 16.10 du palais de justice de Montréal situé au: **1, rue Notre-Dame Est, Montréal, Québec.**

3. FAILURE TO PARTICIPATE IN THE CALLING OF THE ROLL

TAKE NOTICE that if you wish to contest the proceeding you must notify the party which instituted the proceeding in writing at the coordinates indicated in this notice of presentation **at least 48 hours** before the date of presentation of the procedure and participate in the calling of the virtual roll. Otherwise, a judgment may be rendered at the presentation of the proceeding, without further notice or delay.

4. OBLIGATIONS

4.1 Duty of cooperation

TAKE NOTICE that you are duty-bound to co-operate and, in particular, to keep one another informed at all times of the facts and particulars conducive to a fair debate and to make sure that relevant evidence is preserved. (*Code of Civil Procedure*, art. 20).

4.2 Dispute prevention and resolution processes

TAKE NOTICE that before referring your dispute to the courts, you must consider private dispute prevention and resolution processes which are negotiation between the parties, and mediation and arbitration, in which the parties call on a third person to assist them (*Code of Civil Procedure*, art. 2).

DO GOVERN YOURSELF ACCORDINGLY.

3. DÉFAUT DE PARTICIPER À L'APPEL DU RÔLE

PRENEZ AVIS que si vous désirez contester la procédure vous devez en aviser par écrit l'instituteur de la procédure aux coordonnées indiquées dans cet avis de présentation **au moins 48 heures** avant la date de présentation de la procédure et participer à l'appel du rôle virtuel. À défaut, un jugement pourrait être rendu lors de la présentation de la procédure, sans autre avis ni délai.

4. OBLIGATIONS

4.1 La collaboration

PRENEZ AVIS que vous avez l'obligation de coopérer avec l'autre partie, notamment en vous informant mutuellement, en tout temps, des faits et des éléments susceptibles de favoriser un débat loyal et en vous assurant de préserver les éléments de preuve pertinents (*Code de procédure civile*, art. 20).

4.2 Mode de prévention et de règlement des différends

PRENEZ AVIS que vous devez, avant de vous adresser au Tribunal, considérer le recours aux modes privés de prévention et de règlement de votre différend qui sont, entre autres, la négociation, la médiation ou l'arbitrage, pour lesquels les parties font appel à l'assistance d'un tiers (*Code de procédure civile*, art. 2).

VEUILLEZ AGIR EN CONSÉQUENCE.

MONTREAL, June 22, 2021



KUGLER KANDESTIN LLP

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