

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Commercial Division)

(*Bankruptcy and Insolvency Act*, R.S.C.
1985, c. B-3)

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

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF:

**CHANGE DE SCANDINAVIE CANADA
DETAIL INC./CHANGE OF SCANDINAVIA
CANADA RETAIL INC.**, having its registered
office and principal place of business at 9961
Saint-Vital Boulevard, Montreal, Quebec, H1H
4S5;

Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC., in its
capacity as trustee to the foregoing Notice of
Intention filing, having a place of business at
1981 McGill College, 11th Floor, Montreal,
Quebec, H3A 0G6;

Trustee

-and-

**THE PARTIES LISTED IN THE ATTACHED
SERVICE LIST;**

Impleaded Parties

**MOTION FOR APPROVAL OF INTERIM FINANCING, ADMINISTRATIVE CHARGE
AND OTHER RELIEF**

(Sections 50.6, 64.2 and 183 of the *Bankruptcy and Insolvency Act*, Canada and
Rule 3 of the *Bankruptcy and Insolvency General Rules*)

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
THE COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, OR TO
ONE OF ITS REGISTRARS, THE DEBTOR/PETITIONER RESPECTFULLY SUBMITS
AS FOLLOWS:**

I. INTRODUCTION

1. On March 2, 2021, Change of Scandinavia Canada Retail Inc. (the "**Debtor**") filed a Notice of Intention to Make a Proposal (the "**NOI**") under the relevant provisions of the *Bankruptcy and Insolvency Act*, Canada (the "**BIA**") naming Richter Advisory Group Inc. (the "**Trustee**") as trustee thereto, the whole as appears of record herein.

2. The Debtor operates a chain of retail stores and an e-commerce platform in Canada under the name “CHANGE Lingerie”, a Denmark-based, world renowned, lingerie brand with over 200 stores worldwide.
3. In particular, the Debtor predominantly sells unique women’s lingerie and swimwear, together with an offering of nightwear, sportswear, loungewear, hosiery and accessories, all designed in Scandinavia and bearing the brands “Change”, “Charade” and “The Intimate” (the “**Products**”).
4. The Debtor’s retail operation consists of 26 retail stores in shopping malls and shopping areas throughout Canada with 10 in Québec, 9 in Ontario and 7 in British Columbia (“**B.C.**”) under the name “CHANGE Lingerie” (each a “**Store**” and collectively, the “**Stores**”).
5. The Debtor’s parent company and principal shareholder, CHANGE of Scandinavia Holding A/S, and the supplier of the Products, CHANGE of Scandinavia A/S, are based in Denmark (collectively the “**Interim Lenders**”).
6. The present Motion seeks this Honourable Court’s issuance of an order substantially in the form of the draft order produced herewith as **Exhibit P-1** (the “**Draft Order**”):
 - (a) authorizing the Interim Lenders to provide interim credit facilities to the Debtor and granting a charge in relation thereto;
 - (b) granting a charge in favour of the Trustee, its counsel (if any) and the Debtor’s counsel in order to secure their respective fees;
 - (c) issuing relief with respect to rent payments; and
 - (d) authorizing the Debtor to continue to honour gift-cards and similar customer programs,

the whole as more fully set forth herein.

II. **OPERATIONS AND FINANCIAL SITUATION AS A RESULT OF THE COVID-19 PANDEMIC**

7. The Debtor’s operations are financed by a number of credit facilities secured by hypothecs and security interests registered at the Register of Personal and Movable Real Rights, the Personal Property Security Registries of Ontario and B.C. and security in virtue of the *Bank Act* registered at the Bank of Canada, Montreal Branch, the whole as appears from the summary of searches effected at the RDPRM and the PPSR produced herewith as **Exhibit P-2**.
8. The Debtor’s senior ranking secured lender is Royal Bank of Canada (“**RBC**”) pursuant to: (a) an operating line of credit; and (b) a number of term loans, secured by security interests charging the Debtor’s present and future movable and personal property (the “**Property**”) as appears from the Search Summary (the “**RBC Security**”).

9. The Debtor's junior ranking secured lenders are the Interim Lenders pursuant to various advances and/or merchandise sales secured by hypothecs and security interests charging the Property as appears from the Search Summary.
10. All of the Stores are the object of various leases (each a "**Lease**" and collectively, the "**Leases**") between the Debtor and various landlords.
11. The Leases provide for the payment of rent in either or both of the following methods:
 - (a) fixed monthly rent payable on the first day of each month (the "**Fixed Rent**"); and/or
 - (b) variable rent based on a percentage of sales in the preceding month, payable within several days following the end of each month (the "**Percentage Rent**").
12. Since the COVID-19 pandemic (the "**Pandemic**") made its way to Canada in March 2020, the business operations of the Debtor have been seriously impacted. In particular, beginning in March 2020, government orders mandating the closure of retail outlets during the first wave of the Pandemic caused a significant decline in the Debtor's sales. The Stores in Québec and Ontario have suffered significantly given the additional and more severe government mandated store closures.
13. In addition to such store closures, shopping centres and malls, when open, have been experiencing greatly reduced foot traffic and the discretionary spending activity of consumers has shifted away from purchasing fashion and lingerie items.
14. In particular, as a result of lockdowns, social distancing requirements, business shutdowns and the general decrease of consumers' spending power, consumers have been less inclined to purchase new lingerie and swimwear for social outings and events, vacationing, dating and work purposes, all of which have impacted the retail lingerie and swimwear business, including the Debtor's.
15. Although the Debtor has an e-commerce site, not enough sales are generated online to offset the decline of in-store sales and, given the particular fit and feel of lingerie and swimwear items which traditionally require an in-store experience, it is unlikely that e-commerce sales for such goods will replace the Debtor's in-store sales in the near future.
16. The Pandemic has had a severe effect on the Debtor's 2020 sales related to the most significant selling periods of the year. In particular, sales related to Black Friday (*vendredi fou*), the winter holiday season and Boxing Day were lackluster and well below historical figures.
17. Likewise, recent sales related to Valentine's Day and spring vacation, traditionally a significant selling period, are below historical figures which further demonstrates the Debtor's financial difficulty as a result of the Pandemic.

18. As a result of the Pandemic, no rent has been paid with respect to most of the Stores for the months of December, January, February and March (as applicable). Consequently, certain landlords have sent the Debtor notices of default and/or demand, putting the Debtor into an even more precarious position.
19. Additionally, given the Debtor's financial state, RBC has sent the Debtor demand and default notices together with a notice of intention to enforce security pursuant to s. 244 *BIA*.
20. Following discussions, RBC has agreed to support the Debtor in its restructuring conditional upon the Debtor achieving certain milestones (set forth in a forbearance agreement) and that the Debtor not further borrow any funds from RBC for its operations during its restructuring.
21. Given the foregoing, the Debtor had no choice but to file the NOI and commence a formal restructuring process.

III. RELIEF SOUGHT

22. The Debtor has cash flow restraints and is in need of preserving and maximizing the use of cash in order to be in a position to restructure its affairs, which includes, without limitation, continuing operations and purchasing new merchandise for the impending summer selling season.
23. The Debtor has worked with its advisors and the Trustee in order to establish efficient and practical measures in order to properly address such cash flow concerns.

Rent Payment Measures

24. One such measure is with respect to the payment of rent under the Leases. Accordingly, the Debtor seeks this Court's approval of the following payment measures applicable until a lease with respect to a Store is disclaimed or resiliated pursuant to the *BIA* (the "**Rent Payment Measures**"):
 - (a) with respect to Fixed Rent:
 - i. for the rent due for the remainder of the month of March 2021, such rent shall be paid on March 15, 2021; and
 - ii. for the rent due thereafter, rent shall be paid twice monthly in equal payments on the first and fifteenth day of each month, or the immediately following business day.
 - (b) with respect to Percentage Rent Stores, rent shall be paid on the tenth day of each month, with the first of such payments due on April 10, 2021, or the following business day if such day is not a business day.

25. Without the Rent Payment Measures, the Debtor's already strained cash flow may be further compromised.

Interim Financing

26. Another measure is with respect to providing the Debtor with additional liquidities in the form of interim financing in order to have the flexibility to purchase new merchandise and continue its operations throughout its restructuring when its cash flow may be restricted.
27. The Interim Lenders are prepared to provide the Debtor with an interim financing facility up to the amount of \$2 Million in accordance with the terms and conditions of the "Credit Agreement" of March 1, 2021 (the "**Interim Financing Facility**"), a copy of which is produced herewith as **Exhibit P-3** (the "**Credit Agreement**").
28. Pursuant to the Credit Agreement, the financing to be provided thereunder is conditional upon, *inter alia*, the issuance by this Court of an order granting a charge over the Property, ranking as set forth in the Draft Order and in any event, junior to and immediately after the RBC Security and the hereinafter defined "Administration Charge", in favour of the Interim Lenders in the amount of \$2,400,000 (plus interest at the rate of 15% *per annum*) in order to secure the Debtor's obligations under such financing (the "**Interim Financing Charge**").
29. Given RBC's desire not to finance the Debtor's operations during its restructuring, it is essential that the Debtor have access to the Interim Financing Facility.

Administrative Charge

30. In order to secure the payment of the parties who have and will continue to occupy a critical role in the Debtor's restructuring namely, the Trustee, the Trustee's counsel (if so required) and the Debtor's counsel, the Debtor is seeking an order from this Court granting a charge over the Property, ranking as set forth in the Draft Order and in any event, junior to the RBC Security but senior to the Interim Financing Charge, in the amount of \$100,000 (the "**Administration Charge**").
31. The amount of the Administration Charge is based on an estimation of fees to be incurred.

Gift Cards

32. The Debtor's commitment to its customers is rooted in the strong connection established with its customers' needs. Because of this, the Debtor has developed a loyal and dedicated customer base.
33. The Debtor offers its customers gift cards for use in the Stores and on its website (the "**Gift Cards**"). Currently, these gift card commitments represent a potential liability to the Debtor of approximately \$148,000, being the face value of gift cards currently in circulation.

34. In order to maintain the confidence and loyalty of its customers, it is imperative that the Gift Cards continue to be honoured. Accordingly, the Debtor is seeking this Court's permission to honour these pre-filing commitments.

IV. CONCLUSION

35. Given the circumstances, creditors of the Debtor will not be prejudiced by the relief sought herein. RBC has indicated that it is supportive of the Interim Financing Facility and the Interim Financing Charge.

36. The Trustee's report with respect to the relief sought herein will be produced as **Exhibit P-4**.

37. The shortening of the delays to notify/serve and present the present Motion is required in order to be in a position to solidify the Rent Payment Measures before the end of the month and obtain interim financing to allow the Debtor to immediately proceed with its restructuring.

38. The present Motion is well founded in fact and in law.

WHEREFORE, THE DEBTOR/PETITIONER PRAYS FOR JUDGMENT OF THIS HONOURABLE COURT:

(A) **GRANTING** the present Motion;

(B) **ISSUING** an order substantially in the form of the draft Order produced herewith as **Exhibit P-1** in support of the Motion; and

(C) **ISSUING** any other order(s) the Court deems appropriate;

THE WHOLE without costs, save in the event of contestation.

MONTREAL, March 2, 2021



KUGLER KANDESTIN LLP

Attorneys for the Debtor/Petitioner

Me Jeremy Cuttler / Me Gerald F. Kandestin

1 Place Ville Marie, Suite 1170

Montreal, Québec H3B 2A7

Tel.: 514 878-2861 / Fax: 514 875-8424

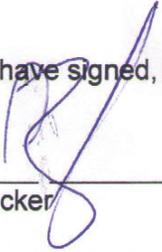
jcuttler@kklex.com / gkandestin@kklex.com

AFFIDAVIT

I, the undersigned, Ari Zucker, having an office at 9961 Saint-Vital Boulevard, Montreal, Quebec, H1H 4S5, solemnly affirm the following:

1. I am the President of the Debtor/Petitioner;
2. All of the facts alleged in the *Motion for Approval of Interim Financing, Administrative Charge and Other Relief* (the "**Motion**") of which I have personal knowledge are true; and
3. Where I have obtained facts alleged in the *Motion* from others, I believe them to be true.

And I have signed, in Montréal, Québec



Ari Zucker

Solemnly affirmed before me by way of remote swearing in, in Montréal, Québec this 2nd day of March, 2021.

Sonia Hadaoui
Commissioner for Oaths for Québec
Name: Sonia Hadaoui
Commission Number: 213811

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Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC.;

Trustee

-and-

THE PARTIES LISTED IN THE ATTACHED
SERVICE LIST;

Impleaded Parties

NOTICE OF PRESENTATION
COMMERCIAL DIVISION ROOM 16.10
AVIS DE PRÉSENTATION
CHAMBRE COMMERCIALE SALLE 16.10

TO:

RICHTER ADVISORY GROUP INC.

Trustee

Att: Olivier Benchaya
OBenchaya@richter.ca
Patrick Ifergan
Plfergan@Richter.ca

THE PARTIES IN THE ATTACHED
SERVICE LIST

GILBERT SÉGUIN GUILBAULT

Att: Me Daniel Séguin
dseguin@gsgavocats.ca

THE SUPERINTENDENT OF

BANKRUPTCY

Sun Life Building
1155 Metcalfe Street, Suite 950
Montréal, Québec, H3B 2V6
Fax: 514-283-9795

CHANGE OF SCANDINAVIA HOLDING A/S

-and-

CHANGE OF SCANDINAVIA A/S

Att: Claus Walther Jensen
cwj@change.com

AND TO/ ET À:

SERVICE LIST (LANDLORDS)

NAME OF LANDLORD	STORE LOCATION	CONTACT PERSON AND COORDINATES FOR NOTIFICATION
CF/Realty Holdings Inc.	Don Mills Mall Province of Ontario	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Le Carrefour Laval (2013) Inc.	Carrefour Laval Province of Quebec	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Ontrea Inc.	Sherway Gardens Province of Ontario	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
The Cadillac Fairview Corporation Limited	Richmond Centre Province of British Columbia	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Ontrea Inc.	Limeridge Mall Province of Ontario	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Viking Rideau Corporation	Rideau Mall Province of Ontario	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Les Galeries d'Anjou Leaseholds inc.	Galeries d'Anjou Province of Quebec	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Cominar Real estate Investment Trust	Centre Rockland Province of Quebec	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com

NAME OF LANDLORD	STORE LOCATION	CONTACT PERSON AND COORDINATES FOR NOTIFICATION
FPI Cominar	Centre Comm. Les Rivières Province of Quebec	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Cominar REIT	Galeries Rive Nord Province of Quebec	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Ivanhoe Cambridge II Inc.	Metropolis at Metrotown Province of British Columbia	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Ivanhoe Cambridge Inc.	Place Montreal Trust Province of Quebec	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Ivanhoe Cambridge Inc.	Oshawa Centre Province of Ontario	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
MLW Ventures Ltd.	West Broadway Mall Province of British Columbia	Alex Zbar mlw.ventures@gmail.com
Pensionfund Realty Limited (Morguard)	Coquitlam Centre Province of British Columbia	CAMELINO GALESSIERE LLP Me Linda Galessiere lgalessiere@clegal.ca Me Jessica Wuthmann jwuthmann@clegal.ca
Rosemere Centre Properties Ltd. (Morguard)	Place Rosemere Province of Quebec	CAMELINO GALESSIERE LLP Me Linda Galessiere lgalessiere@clegal.ca Me Jessica Wuthmann jwuthmann@clegal.ca
Oxford ITF Les Promenades Gatineau	Les Promenades Gatineau Province of Quebec	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
Denland Interiors Limited	Queen Street Mall Province of Ontario	Raphael Cataquian Raph@pearlgroup.ca

NAME OF LANDLORD	STORE LOCATION	CONTACT PERSON AND COORDINATES FOR NOTIFICATION
Park Royal Shopping Centre Ltd.	Park Royal Province of British Columbia	PARK ROYAL SHOPPING CENTRE HOLDINGS LTD. Karen L. Donald, General Manager kdonald@parkroyal.ca
Promenade Limited Partnership	Promenade Province of Ontario	Carol Chu cchu@promenade.ca
RMI-ITF-Burlington Mall C/o RioCan Management Inc.	Burlington Mall Province of Ontario	CAMELINO GALESSIERE LLP Me Linda Galessiere lgalessiere@clegal.ca Me Jessica Wuthmann jwuthmann@clegal.ca
RMI-ITF- Oakville Place C/o RioCan Management Inc.	Oakville Place Province of Ontario	CAMELINO GALESSIERE LLP Me Linda Galessiere lgalessiere@clegal.ca Me Jessica Wuthmann jwuthmann@clegal.ca
Carrefour Richelieu Realities Ltd.	Carrefour Angrignon Province of Quebec	Nathalie Caron ncaron@westcliff.ca Céline Burdet cburdet@carrefourangrignon.com
Carrefour Richelieu Realities Ltd.	Carrefour Richelieu Province of Quebec	Nathalie Caron ncaron@westcliff.ca Benoit Rolland Brolland@carrefourrichelieu.com
Ivanhoe Cambridge Inc.	Change Guildford Town Centre Province of British Columbia	GOWLING WLG (CANADA) LLP Me François Viau Francois.Viau@gowlingwlg.com Me Alexandre Forest alexandre.forest@gowlingwlg.com
The Cambie Rise LP	Change Cambie Province of British Columbia	Property Manager: SDM Realty Advisors Lydia Fernandez lydia@sdmrealty.com

E-Service list:

OBenchaya@richter.ca; Plfergan@Richter.ca; dseguin@gsgavocats.ca; cwj@change.com;
Francois.Viau@gowlingwlg.com; alexandre.forest@gowlingwlg.com; lgalessiere@clegal.ca;
jwuthmann@clegal.ca; mlw.ventures@gmail.com; Raph@pearlgroup.ca;
kdonald@parkroyal.ca; cchu@promenade.ca; ncaron@westcliff.ca;
cburdet@carrefourangrignon.com; Brolland@carrefourrichelieu.com; lydia@sdmrealty.com;
jcuttler@kklex.com; gkandestin@kklex.com;

1. PRESENTATION OF THE PROCEDURE

TAKE NOTICE that the *Motion for Approval of Interim Financing, Administrative Change and Other Relief* 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 March 9, 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:

a) 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).

b) by telephone:

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

c) 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 *Motion for Approval of Interim Financing, Administrative Change and Other Relief* 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 9 mars 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:

a) 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 cooperate 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, March 2, 2021



KUGLER KANDESTIN LLP

Attorneys for the Debtor/Petitioner

Me Jeremy Cuttler / Me Gerald F. Kandestin

1 Place Ville Marie, Suite 1170

Montreal, Québec H3B 2A7

Tel.: 514 878-2861 / Fax: 514 875-8424

jcuttler@kklex.com / gkandestin@kklex.com

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-and-

THE PARTIES LISTED IN THE ATTACHED
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Impleaded Parties

LIST OF EXHIBITS

- EXHIBIT P-1: Draft Order;
- EXHIBIT P-2: Search Summary;
- EXHIBIT P-3: Credit Agreement; and
- EXHIBIT P-4: Trustee's Report.

MONTREAL, March 2, 2021

Kugler Kandestin LLP

KUGLER KANDESTIN LLP

Attorneys for the Debtor/Petitioner

Me Jeremy Cuttler / Me Gerald F. Kandestin

1 Place Ville Marie, Suite 1170

Montreal, Québec H3B 2A7

Tel.: 514 878-2861 / Fax: 514 875-8424

jcuttler@kklex.com / gkandestin@kklex.com

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-and-

RICHTER ADVISORY GROUP INC.,

Trustee

THE PARTIES LISTED IN THE ATTACHED SERVICE LIST;

Impleaded Parties

**MOTION FOR APPROVAL OF INTERIM FINANCING,
ADMINISTRATIVE CHARGE AND OTHER RELIEF, AFFIDAVIT,
NOTICE OF PRESENTATION AND LIST OF EXHIBITS**
(Sections 50.6, 64.2 and 183 of the *Bankruptcy and Insolvency
Act, Canada* and Rule 3 of the *Bankruptcy and Insolvency
General Rules*)

ORIGINAL

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