

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )  
 )  
JUSTICE OSBORNE ) FRIDAY, THE 13th  
 DAY OF DECEMBER, 2024

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

IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF THE BODY SHOP CANADA LIMITED, IN  
THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO (the  
"**Applicant**")

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement dated as of December 6, 2024 (the "**APA**") between the Applicant as seller (the "**Seller**") and 1001072685 Ontario Inc.(now Body and Lotion Inc.) (or any permitted assignee under the APA) as purchaser (the "**Purchaser**") and attached as a confidential appendix to the Second Report (the "**Second Report**") of Alvarez & Marsal Canada Inc., in its capacity as court-appointed monitor of the Applicant (in such capacity, the "**Monitor**") and vesting in the Purchaser all of the Seller's right, title and interest in and to the Purchased Assets described in the APA, was heard this day by videoconference.

**ON READING** the Notice of Motion and Motion Record of the Applicant, the Affidavit of Jordan Searle sworn December 7, 2024, the Second Report, the Supplement to the Second Report and the Second Supplement to the Second Report of the Monitor, and on hearing the submissions of counsel for the Applicant, the Monitor, the Purchaser, and counsel for the other persons listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein but not otherwise defined have the definitions given to them in the APA.

## **APPROVAL OF THE TRANSACTION**

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APA by the Seller is hereby authorized and approved, with such minor amendments as the Seller and the Purchaser, with the approval of the Monitor, may agree upon. The Seller and the Monitor are hereby authorized and directed to perform their respective obligations under the APA and any ancillary documents and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Monitor and Seller to proceed with the Transaction and that no shareholder, partner, or other approvals shall be required in connection therewith.

## **VESTING OF THE PURCHASED ASSETS**

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Seller and the Purchaser or their respective counsel substantially in the form attached as **Schedule "A"** (the "**Monitor's Certificate**"), all of the Seller's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs,

mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by an order of this Court made in the CCAA Proceedings, including, without limitation, the initial order of the Honourable Justice Osborne dated July 5, 2024 (the “**Initial Order**”), which granted the Administration Charge, the D&O Charge and the KERP Charge (as defined in the Initial Order), and the order of the Honourable Justice Osborne dated October 4, 2024 (the “**Critical Supplier Charge Order**”), which granted the Critical Supplier Charge (as defined in the Critical Supplier Charge Order); (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (c) all amounts assessed or otherwise sought by any provincial taxing authority relating to tax liabilities of the Applicant for tax periods, or parts thereof, ending on or before the Closing Date; and (d) those Claims listed on **Schedule “B”** (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances, easements and restrictive covenants listed on **Schedule “C”**) and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets. Notwithstanding the foregoing, but subject to the terms of any agreement between the Purchaser and the applicable landlord with respect to any real property leases (“**Leases**”) that is assigned to the Purchaser, nothing in this Order shall affect the rights and remedies of a landlord as against the Purchaser that may arise or exist under or in respect of any Lease that is assigned to the Purchaser.

6. **THIS COURT ORDERS THAT** (a) nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of a Lease that is assumed by the Purchaser and (b) where a Lease is not, in accordance with its terms, transferrable or assignable to the Purchaser without

first obtaining the consent of the applicable landlord, such Lease shall not be transferred, conveyed, assigned or vested in the Purchaser by operation of this Order, but such assignment shall be effected upon obtaining the requisite consent from the applicable landlord or upon further Order of the Court (in which case the Purchaser shall be entitled to rely upon, and have the benefit of, all of the provisions of this Order which include, for greater certainty, the transfer and vesting of Purchased Assets to the Purchaser).

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances, other than the Critical Supplier Charge, shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS AND DECLARES** that upon the delivery of the Monitor's Certificate to the Seller and the Purchaser or their respective counsel, the Critical Supplier Charge shall be expunged, discharged and released and no party shall have a claim against the net proceeds from the sale of the Purchased Assets in respect of the Critical Supplier Charge.

9. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate and deliver a copy of the Monitor's Certificate to the service list, in each case forthwith after delivery thereof to the Seller and Purchaser or their respective counsel.

10. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Seller and the Purchaser or their respective counsel regarding the fulfillment or waiver of conditions to

Closing under the APA and shall have no liability with respect to delivery of the Monitor's Certificate.

11. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or other applicable legislation in respect of the Applicant and any bankruptcy or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Seller; and
- (d) any provisions of any federal or provincial legislation

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

#### **SELLER NAME CHANGE**

12. **THIS COURT ORDERS** that, notwithstanding subsection 173(1) of the *Canada Business Corporations Act* ("**CBCA**") or any provision of any other applicable federal or provincial legislation, the Applicant shall be and is hereby authorized and directed, upon filing of the Monitor's Certificate, to take any appropriate action to change the Seller's name to a name which

does not include the words “The Body Shop” or any part thereof or any similar words, including, but not limited to, filing articles of amendment in accordance with the CBCA and registering an amendment, renewal, or cancellation of a registration in accordance with the *Business Names Act* (Ontario) (“**BNA**”) or any other applicable federal or provincial legislation, for and on behalf of the Applicant for the sole purpose of complying with this paragraph 12, and this Court hereby directs the Director (as defined in the CBCA) and Registrar (as defined in the BNA) and any analogous governmental authority to endorse, certify, and/or issue such documents and take such further actions as are necessary to give effect to this paragraph 12.

### **DISCLOSURE OF PERSONAL INFORMATION**

13. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) (“**PIPEDA**”), each of the Applicant and the Monitor, as the case may be, is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Seller’s records pertaining to the Seller’s past and current employees and customers, including, without limitation, the personal information of the Transferred Employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Seller.

### **SEALING ORDER**

14. **THIS COURT ORDERS** that the confidential appendices to the Second Report and the Second Supplement to the Second Report, being an unredacted copy of the APA, a summary of the bids received in the Sale Process, and Monitor’s liquidation analysis, is hereby sealed and shall not form part of the public record until the Monitor’s Certificate is filed or further order of the Court.

## **KERP CHARGE**

15. **THIS COURT ORDERS AND DECLARES** that upon payment of the amounts secured by the KERP Charge to the KERP Participants (as defined in the Initial Order), the KERP Charge shall be expunged, discharged and released and no party shall have a claim against the net proceeds from the sale of the Purchased Assets in respect of the KERP Charge.

## **AID & RECOGNITION**

16. **THIS COURT ORDERS** that the Applicant, the Monitor or the Purchaser may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicant, the Monitor, and the Purchaser 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 Applicant, the Monitor, as an officer of this Court, and the Purchaser as may be necessary or desirable to give effect to this Order or to assist the Applicant, the Monitor, and the Purchaser and their respective agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without any need for filing or entry.

---

**Schedule “A” – Form of Monitor’s Certificate**

Court File No. CV-24-00723586-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

**IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF THE BODY SHOP CANADA LIMITED,  
IN THE CITY OF TORONTO, IN THE PROVINCE OF  
ONTARIO**

(the “**Applicant**”)

**MONITOR’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated July 5, 2024 (as may be amended and restated from time to time), Alvarez & Marsal Canada Inc. was appointed as the monitor (in such capacity, the “**Monitor**”) of the Applicant in the proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to an Order of the Court dated December 13, 2024, (the “**Sale Approval and Vesting Order**”), the Court approved the asset purchase agreement made as of December 6, 2024 (the “**APA**”) between the Applicant, as seller (the “**Seller**”) and 1001072685 Ontario Inc. (or any permitted assignee under the APA) as purchaser (the “**Purchaser**”) and provided for the vesting in the Purchaser all of the Seller’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Seller and the Purchaser or their respective counsel of this Monitor’s Certificate.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA or the Sale Approval and Vesting Order, as applicable.

**THE MONITOR CERTIFIES** the following:

1. The Monitor has received written confirmation from the Seller and the Purchaser (through their respective counsel), in form and substance satisfactory to the Monitor, that all conditions to Closing as set out in sections 6.4 and 6.5 of the APA have been satisfied or waived by the Seller and the Purchaser, respectively; and
2. The Monitor has received written confirmation from the Seller that it has paid TBSI **[\$1,175,656.10]** in respect of the Inventory; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Monitor's Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**Alvarez & Marsal Canada Inc., solely in its capacity as Monitor of The Body Shop Canada Limited, and not in its personal or corporate capacity**

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

Name: Josh Nevsky

Title: Senior Vice-President

**Schedule “B” – Encumbrances to be Expunged and Discharged from the Purchased Assets**

**(A) Personal Property Security Interests**

**1. Alberta**

(i) *Personal Property Security Act (Alberta)*

<b>DEBTOR NAME(S)</b>	<b>SECURED PARTY NAME(S)</b>	<b>FILE/ REGISTRATION NO.</b>	<b>COLLATERAL CLASSIFICATION/ DESCRIPTION</b>	<b>EXPIRY DATE</b>
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	23122208936	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF	DECEMBER 22, 2028

## 2. British Columbia

(i) *Personal Property Security Act (British Columbia)*

<b>DEBTOR NAME(S)</b>	<b>SECURED PARTY NAME(S)</b>	<b>FILE/REGISTRATION NO.</b>	<b>COLLATERAL CLASSIFICATION/DESCRIPTION</b>	<b>EXPIRY DATE</b>
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	985899P	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF	DECEMBER 22, 2028

### 3. Manitoba

(i) *Personal Property Security Act (Manitoba)*

<b>DEBTOR NAME(S)</b>	<b>SECURED PARTY NAME(S)</b>	<b>FILE/REGISTRATION NO.</b>	<b>COLLATERAL CLASSIFICATION/ DESCRIPTION</b>	<b>EXPIRY DATE</b>
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	202321135503	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	DECEMBER 31, 2028

#### 4. New Brunswick

(i) *Personal Property Security Act (New Brunswick)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/REGISTRATION NO.	COLLATERAL CLASSIFICATION/DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	39387741	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF	DECEMBER 22, 2023

**5. Newfoundland and Labrador**

(i) *Personal Property Security Act (Newfoundland and Labrador)*

<b>DEBTOR NAME(S)</b>	<b>SECURED PARTY NAME(S)</b>	<b>FILE/ REGISTRATION NO.</b>	<b>COLLATERAL CLASSIFICATION/ DESCRIPTION</b>	<b>EXPIRY DATE</b>
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	21386677	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF	DECEMBER 22, 2028

**6. Nova Scotia**

(i) *Personal Property Security Act (Nova Scotia)*

<b>DEBTOR NAME(S)</b>	<b>SECURED PARTY NAME(S)</b>	<b>FILE/ REGISTRATION NO.</b>	<b>COLLATERAL CLASSIFICATION/ DESCRIPTION</b>	<b>EXPIRY DATE</b>
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	38896395	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF	DECEMBER 22, 2028

**7. Ontario**

(i) *Personal Property Security Act (Ontario)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/REGISTRATION NO.	COLLATERAL CLASSIFICATION/DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	20231222 1121 1590 4230	INVENTORY, EQUIPMENT, ACCOUNTS, OTHER  ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF	DECEMBER 28, 2028
THE BODY SHOP CANADA LTD	ENTERPRISE FLEET MANAGEMENT CANADA, INC	20230515 1405 1462 5479	GOODS  2023 NISSAN ROGUE  V.I.N. JN8BT3BB2PW198219	MAY 15, 2026

**8. Prince Edward Island**

(ii) *Personal Property Security Act (Prince Edward Island)*

<b>DEBTOR NAME(S)</b>	<b>SECURED PARTY NAME(S)</b>	<b>FILE/ REGISTRATION NO.</b>	<b>COLLATERAL CLASSIFICATION/ DESCRIPTION</b>	<b>EXPIRY DATE</b>
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	6424407	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF	DECEMBER 22, 2028

## 9. Quebec

(iii) *Civil Code of Quebec (Quebec)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/REGISTRATION NO.	COLLATERAL CLASSIFICATION/DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	24-0020790-0001	L'UNIVERSALITÉ DES BIENS MEUBLES DE THE BODY SHOP CANADA LIMITED, PRÉSENTS ET À VENIR, CORPORELS ET INCORPORELS, DE QUELQUE NATURE QU'ILS SOIENT ET OÙ QU'ILS PUISSENT ÊTRE SITUÉS	JANUARY 10, 2024

**10. Saskatchewan**

(i) *Personal Property Security Act (Saskatchewan)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	302500434	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF	DECEMBER 31, 2028
TREK 2000 CORPORATION / THE BODY SHOP	HSBC BANK CANADA	101354005	ALL OF THE PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTORS	NONE
TREK 2000 CORPORATION / THE BODY SHOP	HSBC BANK CANADA	119693706	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF EVERY NATURE AND KIND WHERESOEVER SITUATE, AND ALL PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, BILLS OF EXCHANGE, INSURANCE PROCEEDS, CHATTEL PAPER, INTANGIBLES, MOTOR VEHICLES AND ALL OTHER AFTER- ACQUIRED PROPERTY CONSTITUTING PROCEEDINGS	

## 11. Nunavut

(iv) *Personal Property Security Act (Nunavut)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	559005	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF	DECEMBER 22, 2028

## 12. Northwest Territories

(v) *Personal Property Security Act (Northwest Territories)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/REGISTRATION NO.	COLLATERAL CLASSIFICATION/DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	1994220	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF	DECEMBER 22, 2028

### 13. Yukon

(vi) *Personal Property Security Act (Yukon)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LIMITED	AURELIUS IV UK ACQUICO SEVEN LIMITED	9438637	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF	DECEMBER 22, 2028

Schedule "C" – Permitted Encumbrances

(A) Personal Property Security Interests

1. Alberta

(i) *Personal Property Security Act (Alberta)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LTD.	ENTERPRISE FLEET MANAGEMENT CANADA, INC	20051800301	MV – MOTOR VEHICLE  2020 NISSAN ROGUE  SERIAL NUMBER 5N1AT2MV9LC775456	MAY 18, 2024

## 2. British Columbia

(i) *Personal Property Security Act (British Columbia)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LTD.	ENTERPRISE FLEET MANAGEMENT CANADA, INC	625741P	MOTOR VEHICLE 2023 NISSAN / ROGUE  V.I.N. JN8BT3BB9PW198055	JUNE 26, 2026

### 3. Nova Scotia

(i) *Personal Property Security Act (Nova Scotia)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/REGISTRATION NO.	COLLATERAL CLASSIFICATION/DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LTD	ENTERPRISE FLEET MANAGEMENT CANADA, INC	37880374	MOTOR VEHICLE 2023 NISSAN ROGUE SERIAL NUMBER JN8BT3BB8PW199620	May 23, 2026

#### 4. Ontario

(i) *Personal Property Security Act (Ontario)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/REGISTRATION NO.	COLLATERAL CLASSIFICATION/DESCRIPTION	EXPIRY DATE
THE BODY SHOP CANADA LTD.	ENTERPRISE FLEET MANAGEMENT CANADA, INC	20231218 1404 1462 0081	GOODS  2024 VOLVO XC40  V.I.N. YV4ER3XK5R2253723	DECEMBER 18, 2026
THE BODY SHOP CANADA LTD.	ENTERPRISE FLEET MANAGEMENT CANADA, INC	20200225 1410 1462 3626	GOODS  2020 NISSAN ROGUE S  V.I.N. 5N1AT2MV9LC769009	FEBRUARY 25, 2024
THE BODY SHOP CANADA LTD	ENTERPRISE FLEET MANAGEMENT CANADA, INC	20230529 1406 1462 1279	GOODS  2023 NISSAN ROGUE  V.I.N. JN8BT3BB2PW198365	MAY 29, 2026
THE BODY SHOP CANADA LTD	ENTERPRISE FLEET MANAGEMENT CANADA, INC	20230529 1406 1462 1280	GOODS  2023 NISSAN ROGUE  V.I.N. JN8BT3BB1PW198454	MAY 29, 2026

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE BODY SHOP CANADA LIMITED, IN THE CITY OF  
TORONTO, IN THE PROVINCE OF ONTARIO (the "**Applicant**")

Court File No. CV-24-00723586-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**APPROVAL AND VESTING ORDER**

**DAVIES WARD PHILLIPS & VINEBERG LLP**  
155 Wellington Street West  
Toronto ON M5V 3J7

**Natalie Renner** (LSO#55954A)  
Tel: 416.367.7489  
Email: nrenner@dwpv.com

**Rui Gao** (LSO#75470W)  
Email: rgao@dwpv.com  
Tel: 416.367.7613

**Alexander Barnes** (LSO#89981N)  
Email: abarnes@dwpv.com  
Tel: 416.863.4131

Lawyers for The Body Shop Canada Limited