

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE) FRIDAY, THE 5th DAY
JUSTICE OSBORNE)
) OF JULY, 2024.



IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF THE BODY SHOP CANADA
LIMITED, IN THE CITY OF TORONTO, IN THE PROVINCE
OF ONTARIO

**ORDER
(NOI Discharge and Termination)**

THIS MOTION, made by The Body Shop Canada Limited (the “**Company**”) for an order, *inter alia*, (i) discharging Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as Proposal Trustee of the Company (the “**Proposal Trustee**”); (ii) approving the activities conduct and Fifth Report of the Proposal Trustee (the “**Report**”), (iii) approving the fees and disbursements of the Proposal Trustee and its legal counsel, as described in the Report, including the Estimated Costs to Complete (as defined in the Report) set forth therein and the affidavit of Joshua Nevsky sworn June 28, 2024 (the “**A&M Affidavit**”), and the affidavit of Alec Hoy sworn June 26, 2024 (the “**Cassels Affidavit**”) attached thereto sworn in support thereof, and (iv) terminating these proceedings (the “**NOI Proceeding**”) commenced by the Company by the filing of a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act*, RSC85, c. B-3, as amended (the “**BIA**”) bearing court file number BK-24-03050418-0031 and estate/court file no. BK-31-3050418 (the “**NOI Proceeding**”), was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jordan Searle sworn June 24, 2024 and the Exhibits thereto (the “**Searle Affidavit**”), the A&M Affidavit, the Cassels Affidavit and the Report, and on hearing the submissions of counsel for the Company and counsel for the Proposal Trustee, and those other parties listed in the participant information form.

DEFINITIONS AND SERVICE

1. **THIS COURT ORDERS** that all capitalized terms used but not defined herein shall have the meaning given to them in the Searle Affidavit, the Report or the Order of this Court made on March 4, 2024.

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record dated June 24, 2024 is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF FEES AND ACTIVITIES OF THE PROPOSAL TRUSTEE

3. **THIS COURT ORDERS** that the Report is hereby approved, and the activities and conduct of the Proposal Trustee described therein are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS** that that the fees and disbursements of the Proposal Trustee and its counsel Cassels Brock Blackwell LLP, including without limitation, the Estimated Costs to Complete as set out in the Report, the A&M Affidavit and the Cassels Affidavit be and are hereby approved.

TERMINATION OF THE NOI PROCEEDING

5. **THIS COURT ORDERS** that these NOI Proceeding are hereby terminated, provided that nothing herein impacts the validity of any Orders made in these NOI Proceeding or any actions or steps taken by any person pursuant thereto and any and all steps, agreements and procedures validly taken, done or entered into by the Company or Proposal Trustee during the NOI Proceeding shall remain valid and binding.

DISCHARGE OF THE PROPOSAL TRUSTEE

6. **THIS COURT ORDERS** that the Proposal Trustee has duly and properly satisfied, discharged and performed all of its obligations, liabilities, responsibilities and duties in compliance and in accordance with this NOI Proceeding, all Orders of this Court made in this NOI Proceeding, the BIA or otherwise.

7. **THIS COURT ORDERS** that A&M is hereby discharged as Proposal Trustee and shall have no further duties, obligations or responsibilities as Proposal Trustee; provided that, notwithstanding its discharge as Proposal Trustee, A&M shall have the authority from and after the date hereof to complete or address any matters in its role as Proposal

Trustee that are ancillary or incidental to these NOI Proceeding, as may be required or appropriate.

8. **THIS COURT ORDERS** that, notwithstanding the Proposal Trustee's discharge, the termination of these NOI Proceeding or any other provision of this Order or any order made under the CCAA, nothing herein shall affect, vary, derogate from, limit or amend, and A&M and its counsel shall continue to have the benefit of, any and all of the rights, approvals and protections in favour of the Proposal Trustee and its counsel at law or pursuant to the BIA or any Order of this Court made in these NOI Proceeding or otherwise.

RELEASES

9. **THIS COURT ORDERS AND DECLARES** that Proposal Trustee and its counsel, counsel to the Company, and each of their respective affiliates, officers, directors, partners, current and former employees, legal counsel and agents (collectively, the "**Released Parties**" and each a "**Released Party**") shall be and are hereby released and discharged from any and all present and future claims, liabilities, indebtedness, demands, actions, suits, damages, judgments and obligations of whatever nature or kind whatsoever, that any person may have or be entitled to assert against the Released Parties (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of the NOI Proceeding or with respect to their conduct in the NOI Proceeding (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of gross negligence or wilful misconduct on the part of the applicable Released Party.

10. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any of the Released Parties in any way arising from or related to these NOI Proceeding, except with prior leave of this Court on at least seven days' prior written notice to the applicable Released Party, and provided that any such Order granting leave

includes a term granting the applicable Released Party security for its costs and the costs of its counsel in connection with any proposed action or proceeding, such security to be on terms this Court deems just and appropriate.

GENERAL

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

12. **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 any Order subsequently made in this proceeding, and to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order and any Order subsequently made in this proceeding. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order and any Order subsequently made in this proceeding, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:02 a.m. Eastern Standard/Daylight Time on the date of the Initial Order.

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF THE BODY SHOP CANADA LIMITED,
IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

Court File No. BK-24-03050418-0031
Estate / Court File No. BK-31-3050418

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

Proceeding commenced at Toronto

**ORDER
(NOI DISCHARGE AND TERMINATION)**

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