



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	WEDNESDAY, THE 19 TH
)	
JUSTICE OSBORNE)	DAY OF FEBRUARY, 2025

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 OLD TBS CANADA LIMITED

CLAIMS PROCEDURE ORDER

THIS MOTION made by Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of Old TBS Canada Limited (f/k/a The Body Shop Canada Limited) (the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") for an Order establishing a claims procedure for the identification, quantification and resolution of claims of certain creditors of the Company and the Company's directors and officers, was heard this day by way of judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Motion Record of the Monitor dated February 12, 2025, including the Notice of Motion dated February 12, 2025 and the Third Report of the Monitor dated February 12, 2025, and such other materials that were filed, and on hearing the submissions of counsel to the Monitor and such other counsel that were present, no one else appearing although duly served as appears from the affidavit of service of Alec Hoy, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated and this Motion is properly returnable today and hereby dispenses with further service or notice thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that, for the purposes of this Order (the “**Claims Procedure Order**”), in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) “**Assessments**” means Claims of His Majesty the King in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of objection, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (b) “**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (c) “**Calendar Day**” means a day, including Saturday, Sunday or any statutory holiday in the Province of Ontario, Canada;
- (d) “**CCAA Proceeding**” means the within proceeding commenced by the Company in this Court under Court File No. CV-24-00723586-00CL;
- (e) “**Claim**” means:
 - (i) any right or claim of any Person against the Company, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement

(oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), in existence on the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had the Company become bankrupt on the Filing Date, including for greater certainty any claim against the Company for indemnification by any Director or Officer in respect of a Director/Officer Claim, in each case, where such monies remain unpaid as of the date hereof (each, a **“Prefiling Claim”**, and collectively, the **“Prefiling Claims”**);

- (ii) any right or claim of any Person against the Company in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Company to such Person arising out of (A) the restructuring, disclaimer, resiliation, termination or breach by the Company on or after the Filing Date of any contract, lease or other agreement or arrangement whether written or oral or (B) the termination of employment with the Company on or after the Filing Date, whether arising by contract, under statute or otherwise (each, a **“Restructuring Period Claim”**, and collectively, the **“Restructuring Period Claims”**); and

(iii) any existing or future right or claim (including, for greater certainty, any Restructuring Period Claim) of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a **“Director/Officer Claim”**, and collectively, the **“Director/Officer Claims”**),

including any Claim arising through subrogation against the Company or any Director or Officer, provided however, that in any case “Claim” shall not include an Excluded Claim;

- (f) **“Claimant”** means any Person having or asserting a Claim;
- (g) **“Claims Bar Date”** means 5:00 p.m. (Eastern Prevailing Time) on April 21, 2025, or such later date as may be ordered by the Court;
- (h) **“Claims Package”** means a document package that contains a copy of the Instruction Letter, the Notice Letter, a Proof of Claim, a Notice of Dispute of Revision or Disallowance, and such other materials as the Monitor may consider appropriate or desirable;
- (i) **“Claims Procedure”** means the procedures outlined in this Claims Procedure Order in connection with the identification, quantification and resolution of Claims, including Prefiling Claims, Restructuring Period Claims and Director/Officer Claims, as may be amended or supplemented by further Order of the Court;

- (j) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (k) **“D&O Indemnity Claim”** means any existing or future right of any Director or Officer against the Company which arose or arises as a result of any Person filing a Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by the Company;
- (l) **“Director”** means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or a *de facto* director of the Company, in such capacity;
- (m) **“Disputed Claim”** means a Claim that is validly disputed in accordance with this Claims Procedure Order and which remains subject to adjudication in accordance with this Claims Procedure Order;
- (n) **“Excluded Claim”** means:
 - (i) any Claim secured by the Administration Charge;
 - (ii) any claim that may be asserted by the Company against a Director or Officer;
 - (iii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA; and
 - (iv) any Claim set forth in (i) through (iii) above arising through subrogation;
- (o) **“Expansion of Monitor’s Powers Order”** means the Ancillary Order of the Court dated December 13, 2024, as it may be amended, restated or varied from time to time;
- (p) **“Filing Date”** means March 1, 2024;
- (q) **“Initial Order”** means the Initial Order of the Court dated July 5, 2024, as it may be amended, restated or varied from time to time;

- (r) **“Instruction Letter”** means the instruction letter to Claimants, in substantially the form attached hereto as Schedule “A”;
- (s) **“Meeting”** means any meeting of the Claimants called for the purpose of considering and voting in respect of a Plan, if any;
- (t) **“Monitor”** has the meaning set out in the recitals hereto;
- (u) **“Monitor’s Website”** means the website maintained by A&M at: <https://www.alvarezandmarsal.com/thebodyshop>;
- (v) **“Notice Letter”** means the notice to Claimants for publication substantially in the form attached hereto as Schedule “B”;
- (w) **“Notice of Dispute of Revision or Disallowance”** means a notice in substantially the form attached hereto as Schedule “E”, which may be delivered by a Claimant who received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance;
- (x) **“Notice of Revision or Disallowance”** means the notice, substantially in the form attached hereto as Schedule “D”, which may be delivered by the Monitor to a Claimant revising or disallowing, in part or in whole, a Claim submitted by such Claimant for voting and/or distribution purposes;
- (y) **“Officer”** means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Company;
- (z) **“Person”** means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sub-landlord, tenant, sub-tenant, licensor, licensee, partner or advisor;

- (aa) **“Plan”** means any plan of compromise or arrangement or plan of reorganization that may be filed by or in respect of the Company, as may be amended, supplemented or restated from time to time in accordance with the terms thereof, if any;
- (bb) **“Potential Claimants”** means:
- (i) any Person that the books and records of the Company disclose was owed monies by the Company as of the Filing Date, where such monies remain unpaid in full or in part as of the date hereof;
 - (ii) any Person who commenced a legal proceeding against the Company or one or more Directors or Officers in respect of a Claim, which legal proceeding was commenced and served prior to the Filing Date; and
 - (iii) any other Person of whom the Company or the Monitor has knowledge, as at the date of this Claims Procedure Order, as being owed monies by the Company, and for whom the Company has a current address or other contact information,
- and excluding any Person in respect of an Excluded Claim;
- (cc) **“Proof of Claim”** means a proof of claim form in substantially the form attached hereto as Schedule “C”, which when filed by any Claimant in connection with a Claim shall include all supporting documentation in respect of such Claim;
- (dd) **“Purchase Agreement”** means the Asset Purchase Agreement between the Company and the Purchaser dated as of December 6, 2024, as amended by the Amending Agreement dated December 11, 2024, and as may be further amended, supplemented and otherwise modified from time to time;
- (ee) **“Purchaser”** means Body and Lotion Inc. (formerly 1001072685 Ontario Inc.);
- (ff) **“Restructuring Period Claims Bar Date”** means, in respect of a Restructuring Period Claim, the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern

Prevailing Time) on the date that is twenty (20) Calendar Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim to a Claimant;

(gg) “**Service List**” means the service list maintained by the Company or the Monitor in respect of the CCAA Proceeding; and

(hh) “**WEPPA**” means the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s.1.

INTERPRETATION

3. **THIS COURT ORDERS** that all references to time herein shall mean Eastern Prevailing Time and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein. Any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Claims Procedure and the forms attached as schedules to this Claims Procedure Order are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make non-substantive changes to the forms as the Monitor may consider necessary or desirable, including the Instruction Letter, Notice Letter, Proof of Claim, Notice of Revision or Disallowance or Notice of Dispute of Revision or Disallowance.

7. **THIS COURT ORDERS** that the Monitor is hereby authorized to: (i) use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed; (ii) where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to the completion, execution and submission of such forms, including circumstances where

sufficient claim information has already been filed and where a representative has filed multiple claims on behalf of various Claimants; (iii) request any further documentation from a Claimant that may be required to determine the validity, classification, nature and/or the amount of a Claim (in whole or in part); (iv) request that any Claimant file a revised Proof of Claim; and (v) subject to the terms of this Claims Procedure Order, attempt to resolve and settle any issue arising in a Proof of Claim or in respect of a Claim.

8. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect as at the Filing Date, which for United States dollars is 1 USD = 1.3570 CAD and for Great Britain Pounds is 1 GBP = 1.7148 CAD.

9. **THIS COURT ORDERS** that the amounts claimed in any Assessment, regardless of when the Assessment is issued, shall be subject to the Claims Procedure Order and there shall be no presumption of validity or deeming of the amount due in respect of amounts claimed in any Assessment for voting and/or distribution purposes in the CCAA Proceeding, if applicable.

10. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, shall be maintained by the Monitor. The Monitor may provide copies of any Proof of Claim and any Notice of Dispute of Revision or Disallowance received, and Notice of Revision or Disallowance sent, by the Monitor in connection with the Claims Procedure to counsel for the Company, Davies Ward Phillips & Vineberg LLP, and any other parties that the Monitor deems appropriate.

ROLE OF THE MONITOR

11. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order, the Expansion of Monitor's Powers Order and any other Orders of the Court in the CCAA Proceeding, and notwithstanding anything to the contrary herein, is hereby authorized, directed and empowered to conduct and implement the Claims Procedure provided for herein for and on behalf of the Company and to take such other actions and fulfill such other roles as are contemplated by the Claims Procedure Order or incidental thereto, including the determination and resolution of Claims.

12. **THIS COURT ORDERS** that, in carrying out the terms of this Claims Procedure Order and taking such other actions and fulfilling such other roles incidental thereto, the Monitor shall: (i) have all of the protections afforded to it by the CCAA, the Claims Procedure Order, the Initial Order, the Expansion of Monitor's Powers Order and any other Orders of the Court in the CCAA Proceeding, or as an officer of the Court, including the stay of proceedings in its favour provided pursuant to the Initial Order; (ii) incur no liability or obligation as a result of carrying out the provisions of this Claims Procedure Order, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of gross negligence or wilful misconduct; (iii) be entitled to rely on the books and records of the Company and any information provided by or on behalf of the Company or otherwise obtained by the Monitor, all without independent inquiry or investigation; (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information (including with respect to the Potential Claimants), or in any information provided by any Claimant, except to the extent that the Monitor has acted with gross negligence or wilful misconduct; (v) be authorized and empowered to assist any Claimant, including any former employee in the filing of a Proof of Claim; and (vi) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Claims Procedure Order from the Company or any affiliate, or the Purchaser, on the Company's behalf, in accordance with the Purchase Agreement, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Procedure.

13. **THIS COURT ORDERS** that, in addition to their respective obligations under the Purchase Agreement and the Expansion of Monitor's Powers Order, the Company, the Directors, the Officers and their respective current and former employees, agents, advisors and representatives, as applicable, and any other Person given notice of this Claims Procedure Order, shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Claims Procedure Order.

NOTICE TO CLAIMANTS

14. **THIS COURT ORDERS** that:

- (a) the Monitor shall, not later than ten (10) Business Days following the granting of this Claims Procedure Order, cause a Claims Package to be sent, on behalf of the Company, to each of the Potential Claimants;
- (b) the Monitor shall cause the Notice Letter (or a condensed version thereof, as the Monitor may deem appropriate) to be published once in *The Globe and Mail* (National Edition) as soon as practicable after the date of this Claims Procedure Order;
- (c) the Monitor shall post a copy of this Claims Procedure Order, the Monitor's Motion Record in respect of this Claims Procedure Order, and the Claims Package on the Monitor's Website as soon as practicable after the date of this Claims Procedure Order;
- (d) the Monitor shall deliver, as soon as reasonably possible following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Claimant and requesting such material in writing; and
- (e) any notices of disclaimer or resiliation delivered to potential Claimants by or on behalf of the Company after the date of this Claims Procedure Order shall be accompanied by a Claims Package and upon becoming aware of any other circumstance giving rise to a Restructuring Period Claim, the Monitor shall send a Claims Package to the applicable potential Claimant or may direct such potential Claimant to the documents posted on the Monitor's Website in respect of such Restructuring Period Claim.

15. **THIS COURT ORDERS** that the sending of Claims Packages to the applicable Persons and the publication of the Notice Letter, each in accordance with this Claims Procedure Order, and the completion of the other requirements of this Claims Procedure Order, shall constitute good and sufficient service and delivery of notice of (a) this Claims Procedure Order; (b) the Claims Bar

Date; and (c) the Restructuring Period Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Procedure Order.

CLAIMS PROCEDURE FOR CLAIMANTS

A. Proofs of Claim and Claims Barred

16. **THIS COURT ORDERS** that, to be effective, every Claimant asserting any Claim against the Company, any Director or Officer (or any of them) shall set out its aggregate Claim in a Proof of Claim, including all relevant supporting documentation, and deliver that Proof of Claim to the Monitor so that it is actually received by the Monitor by no later than: (i) in the event such Claim is a Prefiling Claim or Director/Officer Claim, the Claims Bar Date; or (ii) in the event such Claim is a Restructuring Period Claim, the Restructuring Period Claims Bar Date.

17. **THIS COURT ORDERS** that any Person that does not deliver a Proof of Claim in respect of a Claim in the manner required by this Claims Procedure Order so that it is actually received by the Monitor on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, shall:

- (a) not be entitled to attend or vote at a Meeting in respect of such Claim;
- (b) not be entitled to receive any distribution in respect of such Claim pursuant to a Plan or otherwise;
- (c) not be entitled to any further notice in the CCAA Proceeding (unless it has otherwise sought to be included on the Service List);
- (d) not be entitled to participate as a Claimant or creditor in the Claims Procedure or the CCAA Proceeding in respect of such Claim; and
- (e) be and is hereby forever barred, estopped and enjoined from asserting or enforcing such Claim against the Company, the Directors or the Officers (or any of them), and the Company and the Directors and Officers shall not have any liability

whatsoever in respect of such Claim and such Claim shall be and is hereby extinguished without any further act or notification.

B. Adjudication of Claims Against the Company

18. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Claims received by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, and shall accept, revise and/or disallow, whether in whole or in part, the classification, nature and/or amount of each Claim against the Company therein for voting and/or distribution purposes. The Monitor shall notify each Claimant who has delivered a Proof of Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, as to whether such Claimant's Claim(s) against the Company as set out therein has been revised or disallowed, in whole or in part, by sending a Notice of Revision or Disallowance. The reasons for any revision or disallowance of a Claim, whether in whole or in part, shall be included in such Notice of Revision or Disallowance.

19. **THIS COURT ORDERS** that any Claimant who wishes to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 18 of this Claims Procedure Order shall deliver a Notice of Dispute of Revision or Disallowance such that it is actually received by the Monitor by no later than 5:00 p.m. Eastern Prevailing Time on the date that is fourteen (14) Calendar Days after the date the applicable Claimant is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 35 hereof.

20. **THIS COURT ORDERS** that where a Claimant receives a Notice of Revision or Disallowance pursuant to paragraph 18 of this Claims Procedure Order and does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 19 herein, the classification, nature and amount of such Claimant's Claim(s) for voting and/or distribution purposes shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of the Claimant's rights to dispute the classification, nature and/or amount of the Claim(s) set out in the Notice of Revision or Disallowance or to otherwise assert or pursue the Claim(s) in an amount that exceeds the amount set forth in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

D. Resolution of Claims Against the Company

21. **THIS COURT ORDERS** that the Monitor shall review all Notices of Dispute of Revision or Disallowance. In the event that the Monitor is unable to resolve a dispute regarding any Disputed Claim (other than in respect of a Director/Officer Claim) with a Claimant within a time period or in a manner satisfactory to the Monitor, the Monitor shall so notify the Claimant. Thereafter, the Monitor shall refer the Disputed Claim to the Court or such alternative dispute resolution as may be ordered by the Court or agreed to by the Monitor and the applicable Claimant. The Court or the Person or Persons conducting the alternative dispute resolution proceeding, as the case may be, shall resolve the dispute.

E. Adjudication of Director/Officer Claims

22. **THIS COURT ORDERS** that the procedures in paragraphs 18 to 21 of this Claims Procedure Order shall not apply to the adjudication or the resolution of Director/Officer Claims.

23. **THIS COURT ORDERS** that the Monitor shall forthwith provide the relevant Director or Officer (and his or her counsel, if known to the Monitor) with a copy of any Proofs of Claim received in respect of Director/Officer Claims.

24. **THIS COURT ORDERS** that the Monitor and the relevant Director or Officer shall review all Proofs of Claim received by the Claims Bar Date in respect of Director/Officer Claims and shall accept, revise and/or disallow, in whole or in part, the classification, nature and/or amount of each Director/Officer Claim set out therein in whole or in part (which acceptance, revision or disallowance shall require the consent of the applicable Director or Officer). The Monitor shall notify each Claimant who has delivered a Proof of Claim by the Claims Bar Date in respect of any Director/Officer Claim as to whether such Person's Claim(s) as set out therein has been revised or disallowed, in whole or in part, and the reasons therefor by sending a Notice of Revision or Disallowance to such Claimant. The Monitor shall provide a copy of such Notice of Revision or Disallowance to the Director or Officer (and his or her counsel, if known to the Monitor) subject to such Director/Officer Claim.

25. **THIS COURT ORDERS** that any Claimant who wishes to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 24 of this Claims Procedure Order shall deliver a

Notice of Dispute of Revision or Disallowance to the Monitor such that it is actually received by the Monitor by no later than 5:00 p.m. Eastern Prevailing Time on the date that is fourteen (14) Calendar Days after the date the applicable Claimant is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 35 hereof. The Monitor shall provide a copy of such Notice of Dispute of Revision or Disallowance to the Director or Officer (and his or her counsel, if known to the Monitor) subject to the applicable Director/Officer Claim upon the receipt of such Notice of Dispute of Revision or Disallowance.

26. **THIS COURT ORDERS** that if a Claimant who receives a Notice of Revision or Disallowance pursuant to paragraph 24 of this Claims Procedure Order does not file a Notice of Dispute of Revision or Disallowance by the deadline set out in paragraph 25 of this Claims Procedure Order, the classification, nature and amount of such Claimant's Director/Officer Claim(s) shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of such Claimant's rights to dispute the Director/Officer Claim(s) as classified and valued in the Notice of Revision or Disallowance or to otherwise assert or pursue such Director/Officer Claim(s) in an amount that exceeds the amount set forth in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

E. Resolution of Director/Officer Claims

27. **THIS COURT ORDERS** that in the event that the Monitor determines that it is necessary to finally determine the amount of a Director/Officer Claim and the Monitor, with the consent of the applicable Directors and Officers, is unable to resolve a dispute regarding such Director/Officer Claim with the Claimant asserting such Director/Officer Claim within a period or in a manner satisfactory to the Monitor and the applicable Directors and Officers, the Monitor shall notify the applicable Directors and Officers and such Claimant. Thereafter, the Monitor shall refer the Disputed Claim to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the relevant Director(s) and/or Officer(s) and the applicable Claimant. The Court or the Person or Persons conducting the alternative dispute resolution proceeding, as the case may be, shall resolve the dispute.

F. Common Issues

28. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, the Monitor or the Monitor on behalf of the Company is hereby authorized to bring one or more motions at any time to seek an Order of the Court resolving any disputed issue that the Monitor or the Company determines is common among multiple Disputed Claims, where in the Monitor's or the Company's view (in each case, in consultation with the other), such resolution is reasonably necessary for the expedient resolution of certain or all of the Disputed Claims or the efficient administration of the Claims Procedure.

G. D&O Indemnity Claims

29. **THIS COURT ORDERS** that, to the extent that any Claim filed in accordance with this Claims Procedure Order includes a Director/Officer Claim, a corresponding D&O Indemnity Claim shall be deemed to have been filed in respect of each Director/Officer Claim prior to the Claims Bar Date and/or the Restructuring Period Claims Bar Date, as applicable. Directors and Officers shall not be required to take any action or to file a Proof of Claim in respect of any such D&O Indemnity Claim.

EXCLUDED CLAIMS

30. **THIS COURT ORDERS** that any Person holding an Excluded Claim shall not be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Claims Procedure Order in respect of such Excluded Claim.

SET-OFF

31. **THIS COURT ORDERS** that the Company may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to a Plan or otherwise to any Claimant, any claims of any nature whatsoever that the Company may have against such Claimant; provided that, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Company of any such claim that the Company may have against such Claimant.

NOTICE OF TRANSFEREES

32. **THIS COURT ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Company shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, have been received and acknowledged by the Monitor in writing to the assignee or transferee and the assignor or transferor, and thereafter such transferee or assignee shall for the purposes hereof constitute the “Claimant” in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receiving written confirmation by the Monitor acknowledging such assignment or transfer. After the Monitor has delivered a written confirmation (email to suffice) acknowledging the notice of the transfer or assignment of a Claim, the Company and the Monitor shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which the Company may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Company. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

33. **THIS COURT ORDERS** that if a Claimant or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Company and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified

Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant or in accordance with the provisions of this Claims Procedure Order.

WAGE EARNER PROTECTION PROGRAM ACT

34. **THIS COURT ORDERS** that, where the Monitor has accepted a Proof of Claim against the Company made by an individual in respect of eligible wages (as defined by the WEPPA), Service Canada shall not be required to file a Proof of Claim in respect of its subrogation rights under the WEPPA. The quantification of and distribution on account of any such subrogated Claim shall be subject to an agreement between Service Canada and the Monitor or further order of the Court.

SERVICE AND NOTICE

35. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents to the appropriate Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel at the physical or electronic address, as applicable, last shown on the books and records of the Company or set out in such Claimant's Proof of Claim or Notice of Dispute of Revision or Disallowance, if one has been filed. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario) and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by email or facsimile transmission by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

36. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor or the Company under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will

be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

If to the Monitor:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old TBS Company Limited
(f/k/a The Body Shop Canada Limited)
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2J1

Phone: 1-833-591-1287

Email: TheBodyShop@alvarezandmarsal.com

With a Copy to:

Cassels Brock & Blackwell LLP
Suite 3200
Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, Ontario M5H 0B4
Attention: Natalie Levine/ Alec Hoy
Email: nlevine@cassels.com/ ahoy@cassels.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

37. **THIS COURT ORDERS** that the posting of materials on the Monitor's Website pursuant to paragraph 14(c), the publication of the Notice Letter and the mailing of the Claims Packages as set out in this Claims Procedure Order shall constitute good and sufficient notice to Claimants of the Claims Bar Date, the Restructuring Period Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the Claims Procedure.

38. **THIS COURT ORDERS** that if during any period in which notices or other communications are being given pursuant to this Claims Procedure Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other

communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile or email in accordance with this Claims Procedure Order.

39. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is subsequently amended by further Order of the Court, the Monitor shall serve notice of such amendment on the Service List in the CCAA Proceeding and shall post such further Order on the Monitor's Website and such posting shall constitute adequate notice to all Persons of such amended Claims Procedure Order.

EXTENSION OF STAY PERIOD

40. **THIS COURT ORDERS** that the Stay Period (as defined in the Initial Order) is hereby extended until and including December 31, 2025.

MISCELLANEOUS

41. **THIS COURT ORDERS** that this Claims Procedure Order shall have full force and effect in all Provinces and Territories in Canada.

42. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor or the Company of Proofs of Claim, the delivery of a Claim Package to Potential Claimants, and the filing by any Person of any Proof of Claim or Notice of Dispute of Revision or Disallowance shall not, for that reason only, grant any Person any standing in the CCAA Proceeding or any rights under a Plan or otherwise.

43. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Company's insurance and any Director's or Officer's liability policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer of the Company; provided, however, that nothing in this Claims Procedure Order shall

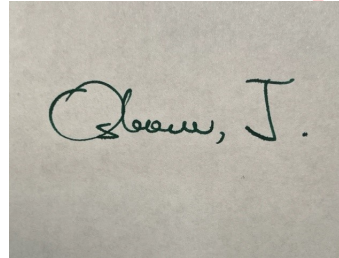
create any rights in favour of such Person under any policies of insurance nor shall anything in this Claims Procedure Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that the Person is covered by, the Company's insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against the Company or Director or Officer, as applicable.

44. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes for the purpose of a Plan or otherwise, and, the treatment of Claims, Excluded Claims, or any other claims and the classification of creditors for voting and distribution purposes, shall be subject to the terms of a Plan or further Order of the Court.

45. **THIS COURT ORDERS** that the Monitor or the Company may from time to time apply to the Court to extend the time for any action which the Monitor or the Company is required to take if reasonably required to carry out its duties and obligations pursuant to this Claims Procedure Order, to amend, vary, supplement or replace this Claims Procedure Order or for advice and directions concerning the discharge of their respective powers and duties under this Claims Procedure Order or the interpretation or application of this Claims Procedure Order.

46. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside Canada to give effect to this Claims Procedure Order and to assist the Monitor, the Company and their respective agents in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of the Court, and to the Company, as may be necessary or desirable to give effect to this Claims Procedure Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Monitor and the Company and their respective agents in carrying out the terms of this Claims Procedure Order.

47. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 (Eastern Prevailing Time) on the date of this Order without the need for entry of filing.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Osborne, J." written in a cursive style.

Digitally signed
by Osborne J.

Date:

2025.02.20

15:48:50 -05'00'

SCHEDULE “A”

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 OLD TBS CANADA LIMITED

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE

I. CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated [●], 2025 (the “**Claims Procedure Order**”), Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of Old TBS Canada Limited (f/k/a The Body Shop Canada Limited) (the “**Company**”), has been authorized to conduct a claims procedure (the “**Claims Procedure**”) with respect to claims against the Company and its present and former Directors and Officers (“**Directors/Officers**”).

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor’s Website at: <https://www.alvarezandmarsal.com/thebodyshop>.

This letter provides instructions for responding to or completing the Proof of Claim or a Notice of Dispute of Revision or Disallowance, as applicable. Reference should be made to the Claims Procedure Order for a complete description of the Claims Procedure.

The Claims Procedure is intended for any Person with any Claims, other than Excluded Claims, of any kind or nature whatsoever against the Company, the Directors/Officers, or any of them, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of “**Claim**”, “**Prefiling Claim**”, “**Restructuring Period Claim**” and “**Director/Officer Claim**” to which the Claims Procedure applies.

All notices and enquiries with respect to the Claims Procedure should be addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old TBS Company Limited
(f/k/a The Body Shop Canada Limited)
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2J1

Phone: 1-833-591-1287

Email: TheBodyShop@alvarezandmarsal.com

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against the Company, the Directors/Officers, or any of them, you **MUST** file a Proof of Claim with the Monitor, which **MUST** include all supporting documentation in respect of such Claim and its classification, nature and amount.

All Proofs of Claim for (i) Prefiling Claims, which for greater certainty are Claims against the Company arising prior to the Filing Date of March 1, 2024, and (ii) Director/Officer Claims, must be actually received by the Monitor **before 5:00 p.m. (Eastern Prevailing Time) on April 21, 2025** (the “**Claims Bar Date**”).

All Proofs of Claim for Restructuring Period Claims, which for greater certainty are Claims arising out of the restructuring, disclaimer, resiliation, termination or breach by the Company (or any of them) on or after the Filing Date of March 1, 2024 of any contract, lease or other agreement or arrangement whether written or oral, must be actually received by the Monitor **by the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Prevailing Time) on the date that is twenty (20) Calendar Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim to a Claimant** (the “**Restructuring Period Claims Bar Date**”).

PROOFS OF CLAIM MUST BE ACTUALLY RECEIVED BY THE CLAIMS BAR DATE OR THE RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claim.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of March 1, 2024, which for United States dollars is 1 USD = 1.3570 CAD and for Great Britain Pounds is 1 GBP = 1.7148 CAD.

Additional Proof of Claim forms can be obtained by contacting the Monitor at the telephone number or email address indicated above and providing particulars as to your name, address, facsimile number, email address or mail address. Further, Proofs of Claim and related materials may be accessed from the Monitor’s Website at: <https://www.alvarezandmarsal.com/thebodyshop>.

SCHEDULE “B”

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 OLD TBS CANADA LIMITED

NOTICE LETTER FOR THE CLAIMS PROCEDURE

RE: NOTICE OF CLAIMS PROCEDURE, CLAIMS BAR DATE & RESTRUCTURING PERIOD CLAIMS BAR DATE

This notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated [●], 2025 (the “**Claims Procedure Order**”), in the proceeding of Old TBS Canada Limited’s (f/k/a The Body Shop Canada Limited) (the “**Company**”) under the *Companies’ Creditors Arrangement Act* (Canada). Pursuant to the Initial Order dated July 5, 2024, Alvarez & Marsal Canada Inc. was appointed as monitor of the Company (in such capacity, the “**Monitor**”), and pursuant to the Claims Procedure Order has been authorized to conduct a claims procedure (the “**Claims Procedure**”) with respect to claims against the Company and their present and former Directors and Officers (“**Directors/Officers**”). Additionally, the Monitor is required to send Claims Packages to, among others, the Company’s Potential Claimants (as defined below). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, including a Proof of Claim form, and related materials may be accessed from the Monitor’s Website at:
<https://www.alvarezandmarsal.com/thebodyshop>.

I. SUBMISSION OF A PROOF OF CLAIM

All persons wishing to assert a Claim against the Company or its Directors/Officers **MUST** file a Proof of Claim with the Monitor, which **MUST** include all supporting documentation in respect of such Claim and its classification, nature and amount.

THE CLAIMS BAR DATE is 5:00 p.m. (Eastern Prevailing Time) on April 21, 2025 (the “**Claims Bar Date**”). Proofs of Claim in respect of Prefiling Claims and Director/Officer Claims must be completed and filed with the Monitor on or before the Claims Bar Date.

THE RESTRUCTURING PERIOD CLAIMS BAR DATE is the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Prevailing Time) on the date that is twenty (20) Calendar Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim (the “**Restructuring Period Claims Bar Date**”). Proofs of Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

PROOFS OF CLAIM MUST BE ACTUALLY RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

If you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan, if any, or otherwise in respect of such Claim.

Reference should be made to the enclosed material for the complete definitions of “**Claim**”, “**Prefiling Claim**”, “**Restructuring Period Claim**” and “**Director/Officer Claim**” to which the Claims Procedure applies.

II. MONITOR CONTACT INFORMATION

The Monitor can be contacted at the following address to request a Claims Package or for any other notices or enquiries with respect to the Claims Procedure:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old TBS Company Limited
(f/k/a The Body Shop Canada Limited)
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2J1

Phone: 1-833-591-1287

Email: TheBodyShop@alvarezandmarsal.com

SCHEDULE “C”

**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 OLD TBS CANADA LIMITED**

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms used but not defined herein have the meanings ascribed to them in the Claims Procedure Order dated [●], 2025 granted in the proceeding of Old TBS Canada Limited (f/k/a The Body Shop Canada Limited) (the “**Company**”) under the *Companies’ Creditors Arrangement Act* (Canada).

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

_____ (the “**Claimant**”)

2. Full Mailing Address of the Claimant:

3. Telephone Number: _____

4. Email Address: _____

5. Facsimile Number: _____

6. Attention (Contact Person): _____

6. Have you acquired this Claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s):

II. PROOF OF CLAIM:

1. I, _____
(name of Claimant or representative of the Claimant if Claimant is not an individual), of _____
_____ do hereby certify:
(city and province)
- (a) that I [check (✓) one]
- ☐ am the Claimant; OR
- ☐ am _____ (state position or title) of _____

(name of Claimant)
- (b) that I have knowledge of all the circumstances connected with the Claim referred to below;
- (c) that complete documentation in support of the Claim referred to below is attached; and
- (d) that the Company and/or one or more of the Directors or Officers of the Company were and still are indebted to the Claimant as follows:¹

	Prefiling Claim Amount	Whether Claim is Secured or Unsecured	Value of Security Held, if any
Old TBS Canada Limited (f/k/a The Body Shop Canada Limited)			

¹ Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on March 1, 2024, which for United States dollars is 1 USD = 1.3570 CAD and for Great Britain Pounds is 1 GBP = 1.7148 CAD.

	Restructuring Period Claim Amount	Whether Claim is Secured or Unsecured	Value of Security Held, if any
Old TBS Canada Limited (f/k/a The Body Shop Canada Limited)			

	Director/Officer Claim Amount	Whether Claim is Secured or Unsecured	Value of Security Held, if any
Directors and Officers of Old TBS Canada Limited (f/k/a The Body Shop Canada Limited)			
[insert names]			

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Prefiling Claims, Restructuring Period Claims and Director/Officer Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, and particulars of all credits, discounts, etc. claimed. If any Claim is being made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against each of them).

IV. FILING OF CLAIM

For Prefiling Claims and Director/Officer Claims, this Proof of Claim **MUST** be actually received by the Monitor **before 5:00 p.m. (Eastern Prevailing Time) on April 21, 2025** (the "Claims Bar Date").

For **Restructuring Period Claims**, this Proof of Claim **MUST** be actually received by the Monitor **before the later of: (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Prevailing Time) on the date that is twenty (20) Calendar Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim** (the "Restructuring Period Claims Bar Date").

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old TBS Company Limited
(f/k/a The Body Shop Canada Limited)
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2J1

Phone: 1-833-591-1287

Email: TheBodyShop@alvarezandmarsal.com

FAILURE TO FILE YOUR PROOF OF CLAIM SUCH THAT IT IS ACTUALLY RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING EXTINGUISHED AND FOREVER BARRED AND IN YOU BEING PREVENTED FROM MAKING OR ENFORCING A CLAIM AGAINST THE COMPANY OR ANY OF ITS PRESENT OR FORMER DIRECTORS AND OFFICERS.

DATED at _____ this _____ day of _____, 2025.

Signature of Claimant or its Authorized
Signatory

SCHEDULE “D”

**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 OLD TBS CANADA LIMITED**

NOTICE OF REVISION OR DISALLOWANCE

TO: [name and address of Claimant]

PLEASE TAKE NOTICE that this Notice of Revision or Disallowance is being sent pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated [●], 2025 (the “**Claims Procedure Order**”) in the proceeding of Old TBS Canada Limited (f/k/a The Body Shop Canada Limited) (the “**Company**”) under the *Companies’ Creditors Arrangement Act* (Canada). All capitalized terms not otherwise defined in this Notice of Revision or Disallowance shall have the meaning ascribed to them in the Claims Procedure Order, which is available on the Monitor’s Website at: <https://www.alvarezandmarsal.com/thebodyshop>.

The Monitor has reviewed the Proof of Claim dated _____ 2025, and has accepted, revised or disallowed such Claim for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, the Claim will be as follows:

Claim Against	Type of Claim per Proof of Claim	Amount of Claim per Proof of Claim	Type of Claim per this Notice of Revision or Disallowance	Amount of Claim per this Notice of Revision or Disallowance
[Old TBS Canada Limited (f/k/a The Body Shop Canada Limited) or the name(s) of the Directors/Officers]	[Prefiling Claim/ Restructuring Period Claim/ Directors/ Officers Claim] [Unsecured Claim/ Secured Claim]	\$	[Prefiling Claim/ Restructuring Period Claim/ Directors/ Officers Claim] [Unsecured Claim/ Secured Claim]	\$

If you intend to dispute this Notice of Revision or Disallowance, you must by no later than 5:00 p.m. (Eastern Prevailing Time) on the day that is fourteen (14) Calendar Days after the date you are deemed to have received this Notice of Revision or Disallowance in accordance with paragraph 35 of the Claims Procedure Order, deliver a Notice of Dispute of Revision or Disallowance by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old TBS Company Limited
(f/k/a The Body Shop Canada Limited)
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2J1

Phone: 1-833-591-1287

Email: TheBodyShop@alvarezandmarsal.com

Any Claimant who fails to deliver a Notice of Dispute of Revision or Disallowance such that it is actually received by the Monitor by the date and time set out above shall be deemed to accept the classification, nature and the amount of its Claim as set out in this Notice of Revision or Disallowance and the Claimant will have those rights set out in the Claims Procedure Order with respect to such Claim.

If you do not deliver a Notice of Dispute of Revision or Disallowance by the deadline stated above, the classification, amount and/or nature of the Claim(s) shall be deemed to be as set out herein and all further rights to dispute the same shall be forever extinguished and barred.

If you agree with this Notice of Revision or Disallowance, there is no need to file anything further with the Monitor.

DATED this _____ day of _____, 2025.

Alvarez & Marsal Canada Inc., solely in its capacity as Monitor of
Old TBS Canada Limited (f/k/a The Body Shop Canada Limited), and not in its personal
capacity.

Per: _____

SCHEDULE “E”

**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 OLD TBS CANADA LIMITED**

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

Capitalized terms not defined herein have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) dated [●], 2025 (the “**Claims Procedure Order**”) in the proceeding of Old TBS Canada Limited (f/k/a The Body Shop Canada Limited) (the “**Company**”) under the *Companies’ Creditors Arrangement Act* (Canada).

I. PARTICULARS OF CLAIMANT

Full Legal Name of Claimant: _____

Full Mailing Address of Claimant: _____

Telephone Number: _____

Email Address: _____

Attention (Contact Person): _____

Have you acquired this Claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s): _____

**II. DISPUTE OF CLAIM SET OUT IN NOTICE OF REVISION OR
DISALLOWANCE**

The undersigned received a Notice of Revision or Disallowance and hereby disputes the classification, amount and/or nature of the Claim set out in the Notice of Revision or Disallowance and asserts the Claim(s) as set out in the following table:

Provide full particulars below as to the basis for the Claimant's dispute of the Notice of Revision or Disallowance and provide supporting documentation. This includes, without limitation, amounts, a description of the transaction(s) or agreement(s) giving rise to the Claim, the date and number of all invoices and supporting documentation, and particulars of all credits, discounts, rebates, interest, fees, penalties and similar items claimed. The particulars provided must support the value of the Claim as stated in the table above.

[illegible]

DATED this _____ day of _____, 2025.

Name:

Title:

If in response to a Notice of Revision or Disallowance, this Notice of Dispute of Revision or Disallowance **MUST** be delivered to the Monitor at the below address such that it is actually received by the Monitor by no later than **5:00 p.m. (Eastern Prevailing Time)** on the day that is **fourteen (14) Calendar Days after the date you are deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 35 of the Claims Procedure Order.**

This Notice of Dispute of Revision or Disallowance must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old TBS Company Limited
(f/k/a The Body Shop Canada Limited)
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2J1

Phone: 1-833-591-1287

Email: TheBodyShop@alvarezandmarsal.com

If a completed Notice of Dispute of Revision or Disallowance in respect of the Notice of Revision or Disallowance is not actually received by the Monitor by the dates set out in the Claims Procedure Order and described herein, you shall be forever barred from disputing the classification, amount or nature of the Claim and any Claim of a different classification or nature or in excess of the amount specified in the Notice of Revision or Disallowance shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE IS NOT ACTUALLY RECEIVED BY THE MONITOR WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE NOTICE OF REVISION OR DISALLOWANCE SENT TO YOU WILL BE DEEMED TO BE THE ACCEPTED CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

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 OLD TBS CANADA LIMITED

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, Ontario M5H 0B4

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
Email: nlevine@cassels.com

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
Email: ahoy@cassels.com

Counsel for Alvarez & Marsal Canada Inc., solely in
its capacity as Monitor and not in its personal or
corporate capacity