

SUPERIOR COURT

(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No.: 500-11-067058-269

DATE: June 25, 2026

PRESIDING : M^e PATRICK GOSSELIN, REGISTRAR

IN THE MATTER OF THE RECEIVERSHIP OF:

JEANIOLOGIE INC.

Debtor

-and-

THE ROYAL BANK OF CANADA

Applicant/Secured Creditor

-and-

FTI CONSULTING CANADA INC.

Receiver

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Impleaded Party

APPROVAL AND VESTING ORDER (corrected on June 25, 2026, as a description of the purchased assets should have been added to Appendix A of the previous version)

WHEREAS on April 9, 2026, the Superior Court of Quebec (the "Court") issued an Order Appointing a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") in respect of Jeaniologie Inc., pursuant to which FTI Consulting Canada Inc. (the "**Receiver**") was appointed as receiver;

WHEREAS the Court issued an Amended and Restated Order Appointing a Receiver on June 3, 2026;

ON READING the *Application for an Approval and Vesting Order* of the Royal Bank of Canada (the "**Applicant**") (the "**Application**"), the affidavit and the exhibits in support thereof, as well as the Receiver's Report, dated June 23, 2026 (the "**Report**"), a copy of which is filed in the Court record as **Exhibit R-4** (Schedules A & B under seal);

SEEING the service of the Application;

SEEING the submissions of the Applicant's counsel;

SEEING the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**");

SEEING that it is appropriate to issue an order approving the transaction (the "**Transaction**") contemplated by the agreement entitled *Asset Purchase Agreement* (the "**Purchase Agreement**") and vesting in Le Jean Bleu Inc. (the "**Purchaser**") the assets described in the Purchase Agreement and in Schedule "A" hereto (the "**Purchased Assets**"), between the Receiver, for and on behalf of Jeaniologie Inc. (the "**Vendor**"), as vendor, and the Purchaser, as purchaser, copy of which was filed under seal in the Court record as **Exhibit R-1** to the Application;

WHEREFORE THE COURT:

- [1] **GRANTS** the Applicant;
- [2] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service or notification thereof;
- [3] **PERMITS** service of this Order at any time and place and by any means whatsoever;
- [4] **ORDERS AND DECLARES** that the Transaction is hereby approved and that the execution of the Purchase Agreement by the Receiver, for and on behalf of the Vendor, is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to between the Receiver and the Purchaser;

- [5] **AUTHORIZES** the Receiver, for and on behalf of the Vendor, and the Purchaser to perform any act, sign any document, including the Purchase Agreement (Exhibit R-1), and take any action necessary for the execution of any agreement, contract, deed, provision, transaction or undertaking set out in the Purchase Agreement, as well as any other related document that may be required or useful to give full effect hereto;
- [6] **ORDERS AND DECLARES** that this Order constitutes the sole authorization required by the Receiver to proceed with the Transaction and that no authorization from shareholders or any regulatory authority, as the case may be, is required in connection herewith;
- [7] **ORDERS AND DECLARES** that upon the issuance of a Receiver's certificate substantially in the form appended as Schedule "B" hereto (the "**Certificate**"):
- (a) all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, prior claims, rights of retention, charges, hypothecs, security interests, deemed trusts, statutory trusts, judgments, writs of seizure or execution, notices of sale, contractual rights relating to the Purchased Assets, and other encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in movable property, and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets be hereby cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate; and
 - (b) any and all existing licenses and other third-party permissions relating to the Purchased IP (as defined in the Purchase Agreement) shall be terminated and extinguished;
- [8] **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*;
- [9] **ORDERS** the Receiver to file with the Court a copy of the Certificate, immediately after the issuance thereof;
- [10] **ORDERS** the Registrar of the Register of Personal and Movable Real Rights, upon presentation of the Certificate substantially in the form appended as Schedule "B" hereto and a certified copy of this Order together with the required registration form

and upon payment of the prescribed fees, to (a) cancel the registration bearing number 26-0227649-0001 in respect of the Purchased Assets, and (b) reduce the scope of the registrations bearing numbers 18-1348103-0001, 19-0203352-0001, 20-0055941-0001, 20-0208331-0001, 20-0255200-0001, 20-0335332-0001, 20-0401232-000, 20-0402077-0001, 22-0266490-0001, 22-0931097-0001, 25-0737464-0001, 25-0806526-0001, 25-0806526-0002, 25-0849877-0001, 25-0850397-0001, 26-0119445-0001, 26-0323045-0001 and 26-0323045-0002 in respect of the Purchased Assets, in order to permit the transfer to the Purchaser of the Purchased Assets free and clear of such registrations;

[11] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be remitted to the Receiver and shall be distributed in accordance with applicable legislation;

[12] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, all Encumbrances shall attach to the Net Proceeds 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;

[13] **ORDERS** that notwithstanding:

- (a) these proceedings being pending;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the BIA and any other order issued pursuant to any such application; or
- (c) the provisions of any federal or provincial statute;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Purchase Agreement made pursuant to this Order, shall be binding on any trustee in bankruptcy that may be appointed and shall not be voided, nor shall it be deemed to be a preference, assignment, fraudulent conveyance, undervalued transaction or other reviewable transaction under the BIA or any other applicable federal or provincial law, as against the Vendor and the Purchaser or the Receiver;

[14] **DECLARES** that, subject to further orders of this Court, nothing herein shall require the Receiver to occupy or to take control, or otherwise to manage all or any part of the Purchased Assets. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;

- [15] **DECLARES** that no action lies against the Receiver by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;
- [16] **ORDERS** that the Purchaser or the Receiver shall be authorized to take all steps as may be necessary to effect the reduction of the Encumbrances ordered by this Order;
- [17] **ORDERS** that Exhibit R-1, Schedules A & B to Exhibit R-4, Exhibit R-6 and Exhibit R-7 be kept confidential and under seal until the earlier of a) the closing of the Transaction, or b) further order of this Court;
- [18] **DECLARES** that this Order shall have full force and effect in all provinces and territories of Canada;
- [19] **DECLARES** that the Receiver is authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;
- [20] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of this Order;
- [21] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or surety whatsoever;
- [22] **THE WHOLE** without costs, except in the event of contestation.

M^e Patrick Gosselin, Registrar

SCHEDULE "A"

PURCHASED ASSETS

Product Code		Description		Description Two										Last Act		Cost															
				-	-28	-24					-10	0			-79	8.51	-672.29														
BH-3374-BDC		Men's Motto Jeans Slim Fit/Pintuck/Kne																		0.00											
Bauhaus			28	29	30	32	33	31	32	33	36	38	31	Qty	C Cost	Total															
B D		ECOMM	REG	REG	4	0	6	0	7	0	8	4	40	11.41	456.4	C-29		28/32	30/36	34/38					TOTAL QTY	TOTAL COST					
On Hand:			4	0	6	0	7	0	8	4	40	11.41	456.4					10	11	14					35	399.35 \$					
BH-3374-FDG		Men's Motto Jeans Slim Fit/Pintuck/Kne																		0.00											
Bauhaus			28	29	30	32	33	31	32	33	36	38	Qty	C Cost	Total																
F D		ECOMM	REG	REG	13	0	11	0	23	0	15	7	94	11.43	1,074.42	B-2		28	29	30	31	32	33	34	36	38	TOTAL QTY	TOTAL COST			
F D		NXTGEN	REG	REG	-312	0	---	0	-936	0	-624	---	-3744	11.43	-42,793.92			18		13		23		21	17	2	94	1,074.42 \$			
On Hand:			-299	0	---	0	---	0	-913	0	-609	---	-3659	11.43	-41,719.50			18	0	13	0	23	0	21	17	2	94	1,074.42 \$			
BH-3374-FST		Men Slim Fit With Stitch Detail																		0.00											
Bauhaus			28	29	30	32	33	31	34	36	38	31	Qty	C Cost	Total																
Black		ECOMM	REG	REG	5	13	8	12	10	3			51	11.41	581.91	C-40		28/32	30/36	34/38					TOTAL QTY	TOTAL COST					
Toba		ECOMM	REG	REG	4	8	9	11	8	4			44	11.41	502.04	C-29		5	23	23					51	581.91 \$					
Wine		ECOMM	REG	REG	4	7	11	12	7	4			45	11.41	513.45	C-29		13	15	12					40	456.40 \$					
On Hand:			13	28	28	35	25	11	140	11.41	1,897.40						32	52	0	35	0	0	134	1,528.94 \$							
BH-3374-MBV		Men's Motto Jeans Slim Fit																		0.00											
Bauhaus			28	29	30	32	33	31	34	36	38	31	Qty	C Cost	Total																
M B		ECOMM	REG	REG	0	0	8	7	6	3			24	11.43	274.32	B-3		28	30	32	34	36	38	TOTAL QTY	TOTAL COST						
On Hand:			0	0	8	7	6	3	24	11.43	274.32						28	9	6	7	6		28	320.04 \$							
BH-3375-FDN		Men's Jeans 5 Pkt Slim Fit With Moto St																		0.00											
Bauhaus			28	29	30	32	33	31	32	33	36	38	Qty	C Cost	Total																
F D		ECOMM	REG	REG	3	0	6	0	8	0	2	4	28	11.47	321.16	B-2		28	29	30	31	32	33	34	36	38	TOTAL QTY	TOTAL COST			
F D		NXTGEN	REG	REG	-132	0	---	0	-396	0	-264	---	-1584	11.47	-18,168.48			3		7		8		6	2	4	30	344.10 \$			
On Hand:			-129	0	---	0	---	0	-388	0	-262	---	-1566	11.47	-17,847.32			3	0	7	0	8	0	6	2	4	30	344.10 \$			
BH-3375-FLF		Men's Jeans 5 Pkt Slim Fit With Moto St																		0.00											
Bauhaus			28	29	30	32	33	31	32	33	36	38	Qty	C Cost	Total																
F L F		ECOMM	REG	REG	3	0	7	0	11	0	5	4	40	11.42	456.8	B-2		28	29	30	31	32	33	34	36	38	TOTAL QTY	TOTAL COST			
F L F		NXTGEN	REG	REG	-132	0	---	0	-396	0	-264	---	-1584	11.42	-18,089.28			3		6		11		10	5	4	39	445.38 \$			
On Hand:			-129	0	---	0	---	0	-388	0	-259	---	-1544	11.42	-17,632.48			3	0	6	0	11	0	10	5	4	39	445.38 \$			
BH-3375-NO		Men's Jeans 5 Pkt Straight Fit With Slits																		0.00											
Bauhaus			28	30	32	34	36	38	Qty	C Cost	Total																				
N O		ECOMM	REG	REG	3	5	2	9	4	0	261.97	C-39		28	30	32	34	36	38	TOTAL QTY	TOTAL COST										
On Hand:			3	5	2	9	4	0	23	11.39	261.97						9	8	2	11	4		34	387.26 \$							
BH-3376-BSC		Men's Slim Fit Jeans With Cargo Pkts																		0.00		EMPLACEMENT NO									
Bauhaus			28	29	30	31	32	33	34	36	Qty	C Cost	Total																		
B S		ECOMM	RE	REG	2	0	3	0	-1	0	0	6	11.62	69.72	B-2/B-3		28	29	30	31	32	33	34	36	38	TOTAL QTY	TOTAL COST				
B S		NXTGEN	RE	REG	0	---	0	-173	0	-173	-116	-700	11.62	-8,134.00			8		9		9		6	5	3	40	464.80 \$				
On Hand:			0	---	0	-174	0	-173	-116	-694	11.62	-8,064.28					8	0	9	0	9	0	6	5	3	40	464.80 \$				
BH-3376-FLG		Men's Jeans 5 Pkt Straight Fit With Slits																		0.00											
Bauhaus			30	32	34	36	38	Qty	C Cost	Total																					
F L G		ECOMM	RE	REG	3	10	5	8	7	3	36	13.7	493.2			28	30	32	34	36	38	TOTAL QTY	TOTAL COST								
F L G		NXTGEN	RE	REG	-117	---	-173	-117	-61	---	-703	13.7	-9,617.40									0	-	-	-	-	-				
On Hand:			-107	---	-165	-110	-58	-666	-13.7	-8,124.20						0	0	0	0	0	0	0	-	-	-	-					
BH-3376-FST		Men Slim Fit With Cargo Pocket																		0.00											
Bauhaus			30	32	34	36	38	Qty	C Cost	Total																					
Black		ECOMM	RE	REG	3	7	8	11	5	4	38	11.41	433.58	C-28		28	30	32	34	36	38	TOTAL QTY	TOTAL COST								
Dark		ECOMM	RE	REG	4	7	9	10	5	4	39	11.41	444.99	C-28			10	10				30	342.30 \$								
Tan		ECOMM	RE	REG	4	7	11	12	7	4	45	11.41	513.45				12	10				34	387.94 \$								
Toba		ECOMM	RE	REG	6	8	12	14	10	4	44	11.41	502.04	C-28		12	12	12				36	410.76 \$								
Wine		ECOMM	RE	REG	4	8	10	12	7	4	42	11.41	479.22	C-28		12	10	12				34	387.94 \$								
On Hand:			37	80	62	30	20	208	11.41	2,373.28						24	54	37	54	0	0	164	1,871.24 \$								
BH-3376-SFT		Men Slim Fit With Cargo Pocket																		0.00											
Bauhaus			30	32	34	36	38	Qty	C Cost	Total																					
S F T		ECOMM	REG	REG	4	9	9	7	3	3	35	11.41	399.35	B-4		28	30	32	34	36	38	TOTAL QTY	TOTAL COST								
On Hand:			4	9	9	7	3	35	11.41	399.35						4	9	9	7	3	3	35	399.35 \$								
BH-3379-ICY		Men Moto Style Capri																		0.00											
Bauhaus			36	32	34	36	38	Qty	C Cost	Total																					
I C Y		NXTGEN	RE	REG	-42	-42	-42	-42	-21	---	-250	8.51	-2,127.50			28	30	32	34	36	38	TOTAL QTY	TOTAL COST								
On Hand:			-42	-42	-42	-42	-21	-259	8.51	-2,127.50												0	-	-	-	-					
BH-3379-SKY		Men Moto Style Capri																		0.00											
Bauhaus			30	32	34	36	38	Qty	C Cost	Total																					
S K Y		NXTGEN	RE	REG	-42	-42	-42	-42	-21	---	-250	9.86	-2,465.00			28	30	32	34	36	38	TOTAL QTY	TOTAL COST								
On Hand:			-42	-42	-42	-42	-21	-259	9.86	-2,465.00												0	-	-	-	-					
BH-3382-BCS		Mens Capri W/Front Cargo Pockets Lon																		0.00											
Bauhaus			30	32	34	36	38	Qty	C Cost	Total																					
Black		NXTGEN	RE	REG	-30	-44	-40	-38	-10	---	-256	9.25	-2,368.00			28	30	32	34	36	38	TOTAL QTY	TOTAL COST								
Olive		NXTGEN	RE	REG	-30	-38	-45	-20	-5	---	-140	8.51	-1,191.40									0	-	-	-	-					
Sand		ECOMM	RE	REG	0	0	-2	0	0	---	-2	17.02	-17.02									0	-	-	-	-					
Sand		NXTGEN	RE	REG	-25	-35	-40	-20	-5	---	-130	8.51	-1,106.30									0	-	-	-	-					
On Hand:			-105	-124	-165	-78	-20	-528	8.87	-4,682.72						0	0	0	0	0	0	0	-	-	-	-					
BH-3382-ICY		Mens Capri W/Front Cargo Pockets & B																		0											
Bauhaus			28	30	34	36	38	Qty	C Cost	Total																					
I C Y		NXTGEN	REG	REG	0	-5	0	-10	-5	0	-20	13.41	-268.2			28	30	32	34	36	38	TOTAL QTY	TOTAL COST								
On Hand:			0	-5	-10	-5	0	-20	13.41	-268.2												0	-	-	-	-					
BH-3385-BCS		Men Cargo Pocket Pant																		0											
Bauhaus			28	30	34	36	38	Qty	C Cost	Total																					
Black		ECOMM	REG	REG	1	5	5	4	1	2	16	11.41	206.38	C-28		28	30	32	34	36	38	TOTAL QTY	TOTAL COST								
Dark Grey		ECOMM	REG	REG	3	7	10	7	7	2	36	11.41	410.76	C-28		8						22	251.02 \$								
Olive		ECOMM	REG	REG	3	8	9	9	6	4	39	11.41	444.99	C-28		13	13					10	36	410.76 \$							
Sand		ECOMM	REG	REG	4	8	12	11	8	4	47	11.41	536.27	C-28			10	10				30	342.30 \$								
On Hand:			11	28	31	22	12	140	11.41	1,897.40						21	44	25	23	0	20	133	1,517.53 \$								
BH-3385-ICY		Men's Front Leg Cargo With Back Flap																		0											
Bauhaus			28	29	30	32	33	36	38	Qty	C Cost	Total																			
I C Y		ECOMM	REG	REG	4	0	5	1	0	2	16	11.44	183.04			28	29	30	31	32	33	34	36	38	TOTAL QTY	TOTAL COST					
I C Y		NXTGEN	REG	REG	-56	0	---	0	-198	0	-95	-44	-699	11.44	-7,996.56										0	-	-				
On Hand:			-52	0	---	0	---	0	-197	0	-83	-44	-683	11.44	-7,813.52			0	0	0	0	0	0	0	0	0	-	-			

[illegible]

Table of US Trademarks

No	Trademark	Serial No	Status	Class(es)	Owner
1	JEANIOLOGIE	90799024	Registered	25	Jeaniologie Inc.
2		87267896	Dead	25	Jeaniologie Inc.

Table of Active Canadian Trademarks

No.	Trademark	Registration No.	Status	Class(es)	Owner
1	GUIDO & MARY	TMA1227300	Registered	25	Jeaniologie Inc.
2		TMA1311657	Registered	25, 35	Jeaniologie Inc.
3	DOUBLE NEEDLE	TMA1289069	Registered	25, 35	Jeaniologie Inc.
4	NO LOGO	TMA1208039	Registered	9, 14, 18, 25	Jeaniologie Inc.
5	<i>Jeaniologie</i>	TMA1152390	Registered	9, 14, 18, 25	Jeaniologie Inc.
6	ANGELS & DEMONS	TMA918778	Registered	25	Jeaniologie Inc.
7	frankie & stella	TMA907834	Registered	25	Jeaniologie Inc.
8	DNM.WORKS	TMA923217	Registered	18, 25, 35	Jeaniologie Inc.
9	CHERRYLICIOUS	TMA803478	Registered	3, 9, 14, 18, 25	Jeaniologie Inc.
10	CHERRYLICIOUS BY FOXY	TMA803476	Registered	3, 9, 14, 18, 25	Jeaniologie Inc.
11	BAUHAUS	TMA806893	Registered	35	Jeaniologie Inc.

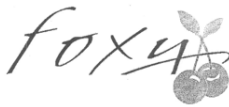
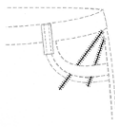
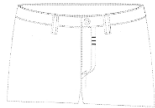
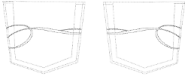
No. Trademark	Registration No.	Status	Class(es)	Owner
12 TM/R	TMA790044	Registered	3, 9, 14, 18, 25, 35	Jeaniologie Inc.
13 	TMA803477	Registered	3, 9, 14, 18, 25, 35	Jeaniologie Inc.
14 	TMA722804	Registered	25	Jeaniologie Inc.
15 LOVE HATE	TMA7136181	Registered	25	Jeaniologie Inc.
16 	TMA710675	Registered	25	Jeaniologie Inc.
17 	TMA747595	Registered	9, 14, 18, 25	Jeaniologie Inc.
18 FOXY INTIMITES	TMA711068	Registered	25	Jeaniologie Inc.
19 BAUHAUS	TMA664715	Registered	18, 25	Jeaniologie Inc.
20 FXJ	TMA650040	Registered	25	Jeaniologie Inc.
21 indigobluejeans	TMA605489	Registered	25	Jeaniologie Inc.
22 Foxy Jeans	TMA615770	Registered	9, 14, 18, 25	Jeaniologie Inc.
23 FOXY	TMA711066	Registered	25	Jeaniologie Inc.

Table of Expired Canadian Trademarks

No.	Mark/Name	Registration No.	Status	Class(es)	Owner
1		TMA766291	Expunged	25	Jeaniologie Inc.
2	SKATER DATER	TMA760168	Expunged	3, 9, 14, 18, 25	Jeaniologie Inc.
3	FOXY ACCESSORIES	TMA754328	Expunged	25	Jeaniologie Inc.
4	FOXY OUTERWEAR	TMA754331	Expunged	25	Jeaniologie Inc.
5	FOXY SWIMWEAR	TMA754330	Expunged	25	Jeaniologie Inc.
6	PRIVÉ BY FOXY JEANS COMPANY	TMA756782	Expunged	25	Jeaniologie Inc.
7		TMA757600	Expunged	25, 35	Jeaniologie Inc.
8		TMA776332	Expunged	18, 25	Jeaniologie Inc.
9		TMA753577	Expunged	18, 25	Jeaniologie Inc.

No.	Mark/Name	Registration No.	Status	Class(es)	Owner
10		TMA747594	Expunged	3 9 14 18 25	Jeaniologie Inc.
11		TMA737369	Expunged	25	Jeaniologie Inc.
12		TMA756060	Expunged	25	Jeaniologie Inc.
13		TMA720256	Expunged	18, 25	Jeaniologie Inc.
14		TMA715674	Expunged	18, 25	Jeaniologie Inc.
15		TMA762470	Expunged	25	Jeaniologie Inc.
16		TMA714029	Expunged	18, 25	Jeaniologie Inc.
17		TMA715675	Expunged	18, 25	Jeaniologie Inc.
18	FOXY LADY	TMA709978	Expunged	25	Jeaniologie Inc.
19	LOVE ALWAYS FOXY	TMA698091	Expunged	25	Jeaniologie Inc.
20	STILETTO	TMA710751	Expunged	25	Jeaniologie Inc.

No.	Mark/Name	Registration No.	Status	Class(es)	Owner
21		TMA695373	Expunged	25	Jeaniologie Inc.
22	PERVERT	TMA664551	Expunged	18, 25	Jeaniologie Inc.
23	PISTOL	TMA675463	Expunged	25	Jeaniologie Inc.

Domains: <https://www.jeaniologie.com/>

Social media accounts: <https://www.instagram.com/jeaniologie/>

SCHEDULE "B"

CERTIFICATE OF THE RECEIVER

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
Commercial Division

File: No: 500-11-067058-269

IN THE MATTER OF:

JEANIOLOGIE INC.

Debtor

-and-

THE ROYAL BANK OF CANADA

Secured Creditor/Applicant

-and-

FTI CONSULTING CANADA INC.

Receiver

CERTIFICATE OF THE RECEIVER

RECITALS:

WHEREAS on April 9, 2026, the Superior Court of Quebec (the "**Court**") issued an Order Appointing a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") in respect of Jeaniologie Inc. (the "**Debtor**"), pursuant to which FTI Consulting Canada Inc. (the "**Receiver**") was appointed as receiver;

WHEREAS the Court issued an Amended and Restated Order Appointing a Receiver on June 3, 2026;

WHEREAS the Court issued an Order (the "**Vesting Order**") on [●], 2026, which, *inter alia*, authorized and approved the execution of an agreement entitled *Asset Purchase Agreement* (the "**Purchase Agreement**") between the Receiver, for and on behalf of

Jeaniologie Inc., as vendor (the **"Vendor"**), and Le Jean Bleu Inc., as purchaser (the **"Purchaser"**), copy of which was filed under seal in the Court record as Exhibit R-1, and all the transactions contemplated therein (collectively the **"Transaction"**) including all modifications, changes, amendments, deletions or additions that may have been agreed to between the Receiver and the Purchaser; and

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Receiver once (a) the Purchase Agreement has been executed and delivered; (b) the Purchase Price (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) all conditions to closing of the Transaction have been satisfied or waived by the parties thereto.

THE RECEIVER CERTIFIES THE FOLLOWING:

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Receiver at ____ [TIME] on _____ [DATE].

FTI CONSULTING CANADA INC. in its capacity as receiver, and not in its personal capacity.

Name: _____

Title: _____

CERTIFICAT DU SÉQUESTRE

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
Chambre commerciale

File: No: 500-11-067058-269

DANS L'AFFAIRE DE LA NOMINATION DU
SÉQUESTRE AUX BIENS DE :

JEANIOLOGIE INC.

Débitrice

-et-

LA BANQUE ROYALE DU CANADA

Créancière garantie/Requérante

-and-

FTI CONSULTING CANADA INC.

Séquestre

CERTIFICAT DU SÉQUESTRE

PRÉAMBULE:

CONSIDÉRANT que le 9 avril 2026, la Cour supérieure du Québec (la « Cour ») a rendu une *Order Appointing a Receiver* en vertu de l'article 243 de la *Loi sur la faillite et l'insolvabilité*, LRC 1985, c B-3 (la « LFI »), nommant FTI Consulting Canada Inc. (le « Séquestre ») séquestre aux biens de Jeaniologie Inc. (la « Débitrice »).

CONSIDÉRANT que le 3 juin 2026, la Cour a rendu une *Amended and Restated Order Appointing a Receiver*,

CONSIDÉRANT que le ■ 2026, la Cour a rendu une ordonnance (l'« **Ordonnance de dévolution** »), laquelle entre autres, autorise et approuve l'exécution d'une entente intitulée *Asset Purchase Agreement* (la « Convention d'achat ») entre, d'une part, le Séquestre, au nom de Jeaniologie, comme vendeur (le « Vendeur ») et, d'autre part, Le Jean Bleu Inc, comme acheteur (l'« Acheteur »), dont copie a été déposée sous scellé au dossier de la

Cour comme Pièce R-1, et toutes les transactions y contenues (collectivement, la « Transaction ») incluant toutes modifications, changements, amendements, suppressions ou ajouts qui peuvent y avoir été convenus entre le Séquestre et l'Acheteur; et

CONSIDÉRANT que l'Ordonnance de dévolution prévoit la délivrance de ce Certificat du Séquestre lorsque (a) la Convention d'achat sera signée et conclue; (b) le Prix d'achat (tel que défini dans la Convention d'achat) aura été payé par l'Acheteur; et (c) toutes les conditions de clôture de la Transaction auront été remplies par les parties ci-dessus ou qu'elles y auront renoncé.

LE SÉQUESTRE CERTIFIE CE QUI SUIT :

- (a) la Convention d'achat a été signée et conclue;
- (b) le Prix d'achat (tel que défini dans la Convention d'achat) payable à la clôture de la Transaction, ainsi que toutes les taxes applicables, ont été payés; et
- (c) toutes les conditions à la clôture de la Transaction ont été satisfaites par les parties ci-dessus, ou elles y ont renoncées.

Ce Certificat a été délivré par le Séquestre le _____ [DATE] à _____ [HEURE].

FTI CONSULTING CANADA INC. ès qualité de
séquestre, et non à titre personnel

Nom: _____

Titre: _____