

**SUPERIOR COURT**  
(Commercial Division)

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTREAL**  
**No.: 500-11-058763-208**  
**DATE: ●, 2024**

---

**PRESIDING: THE HONOURABLE MARTIN F. SHEEHAN, J.S.C.**

---

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC (1985), C. 36 OF:**

**15938759 CANADA INC. (RESIDUAL CO.)**

-and-

**GOLI NUTRITION INC. (Delaware Corporation)**

Applicants

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

---

**TERMINATION AND DISCHARGE ORDER**

---

- [1] **CONSIDERING** the *Application to Terminate the CCAA Proceedings and Discharge the Monitor* (the "**Application**") dated April 26, 2024, pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), of the Applicant / Monitor, Deloitte Restructuring Inc. (the "**Monitor**") and the affidavit filed in support thereof;
- [2] **CONSIDERING** the submissions of counsel present at the hearing of the Application;
- [3] **CONSIDERING** the Initial Order rendered by this Court on March 18, 2024, as amended and restated on March 27 and April 11, 2024 (the "**Initial Order**");
- [4] **CONSIDERING** the RVO and the Subscription Agreement (as defined in therein);
- [5] **CONSIDERING** the provisions of the CCAA;

**THE COURT HEREBY:**

[6] **GRANTS** the Application.

**SERVICE**

[7] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that the Application is properly returnable today and **DISPENSES** with further service thereof.

[8] **PERMITS** the service of this Order at any time and place and by any means whatsoever.

**DEFINITIONS**

[9] **DECLARES** that, unless otherwise indicated, capitalized terms found herein shall have the meanings ascribed thereto in the Initial Order.

**TERMINATION OF CCAA PROCEEDINGS**

[10] **ORDERS** that as of the date of this Order, the CCAA Proceedings shall be terminated without any other act or formality (the "**CCAA Termination Date**"), save and except as provided for in this Order, and provided that nothing herein impacts the validity of any Orders made in the CCAA Proceedings or any actions or steps taken by any Person.

[11] **AUTHORIZES** the Monitor, following the CCAA Termination Date, to disburse the Professional Costs Budget Amount (as defined in the Subscription Agreement) to pay outstanding professional or other fees, expenses and disbursements incurred by the Monitor, the Monitor's counsel and the Syndicated Lenders' counsel in connection with the CCAA Proceedings and the proceedings under the Chapter 15 of the U.S. Bankruptcy Code with regard to the Debtors (the "**Chapter 15 Case**"), the whole in accordance with the Subscription Agreement.

**CCAA CHARGES**

[12] **ORDERS** that, as of the CCAA Termination Date, the Directors' Charge, be terminated, discharged and released as against any Property to which it applies without any further formality and that the Administration Charge shall remain in full force and effect until terminated, discharged and released in accordance with this Order.

[13] **ORDERS** that upon the issuance of a certificate substantially in the form attached to this Order as Schedule "A" (the "**Discharge Certificate**"), to be issued once the beneficiaries of the Administration Charge have been fully paid the amounts secured by such CCAA Charge, the Administration Charge shall be terminated, discharged and released as against any Property to which it applies without any further formality.

## **CONDUCT AND DISCHARGE OF THE MONITOR**

- [14] **DECLARES** that the Monitor has satisfied all of its obligations under the CCAA and the Orders rendered in the CCAA Proceedings up to and including the date of this Order.
- [15] **ORDERS** that all of the Monitor's reports filed with this Court (the "**Monitor's Reports**") be and are hereby approved, that all actions and conduct of the Monitor in connection with Goli and the Debtors (the "**CCAA Parties**") and the CCAA Proceedings, including the actions and conduct of the Monitor disclosed in the Monitor's Reports, are hereby approved.
- [16] **DISPENSES** the Monitor from filing any further reports, including any reports which may be required by section 23 of the CCAA.
- [17] **DECLARES** that the protections afforded to Deloitte Restructuring Inc. ("**Deloitte**"), as Monitor and as officer of this Court pursuant to the terms of the Initial Order and any other Orders made in the CCAA Proceedings shall not expire or terminate on the CCAA Termination Date and, subject to the terms hereof, shall remain effective and in full force and effect.
- [18] **ORDERS** that effective at the CCAA Termination Date, Deloitte shall be discharged and relieved from any further obligations, liabilities, responsibilities and duties, in its capacity as Monitor of the CCAA Parties under the CCAA and the orders made in the CCAA Proceedings, and that Deloitte shall have no further obligations, responsibilities or duties as Monitor from and after the CCAA Termination Date.
- [19] **ORDERS** that, notwithstanding the discharge of Deloitte as Monitor, Deloitte shall have the authority but not the obligation to carry out, complete or address any matters in the capacity of Monitor that are contemplated in this Order or ancillary or incidental to the CCAA Proceedings following the CCAA Termination Date, as may be required in the opinion of the Deloitte.
- [20] **ORDERS** that, notwithstanding the Monitor's discharge and the termination of the CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend any of the rights, approvals, releases and protections afforded to Deloitte pursuant to the CCAA, at law and/or under all Orders made in the CCAA Proceedings and that Deloitte shall continue to benefit from any such rights, approvals, releases, and protections, including in connection with any actions taken pursuant to this Order following the CCAA Termination Date.

## **RELEASES**

- [21] **ORDERS** that as of the CCAA Termination Date (i) the Monitor; (ii) the legal counsel and advisors of the Monitor; and (iii) the affiliates, shareholders, members, equity holders, trustees, directors, officers, managers, employees, partners, and other representatives of the persons specified in (i) and (ii) (the persons specified in (i), (ii) and (iii) being, collectively, the "**Released Parties**") shall be forever irrevocably and unconditionally released and discharged from any and all present and future claims, losses, damages, judgments, executions, recoupments, debts,

sums of money, expenses, costs, accounts, liens, taxes, penalties, interests, recoveries, and other obligations, liabilities and encumbrances of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based in statute, contract or otherwise) based in whole or in part on any act, omission, transaction, dealing or other occurrence, matter, circumstance or fact existing or taking place on or prior to the CCAA Termination Date or completed pursuant to the terms of this Order and/or in connection with, in whole or in part, directly or indirectly, any of the CCAA Parties or their assets, liabilities, business or affairs wherever or however conducted or governed, the administration and/or management of the CCAA Parties or the CCAA Proceedings (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably, unconditionally and forever waived, discharged, released, cancelled and barred as against the Released Parties, and the commencement, prosecution, continuation or assertion, whether directly, indirectly, derivatively or otherwise, by any Person of any Released Claims against the Released Parties, whether before a court, administrative tribunal, arbitrator, other dispute resolver or otherwise, shall be permanently restrained and enjoined, all to the fullest extent permitted by applicable law.

### **GENERAL PROVISIONS**

- [22] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada and that all Orders made in the CCAA Proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by, or inconsistent with, this Order or any further Order of this Court.
- [23] **ORDERS** that Deloitte may apply to this Court for advice and direction in connection with this Order and, 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.
- [24] **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, including the United States Bankruptcy Court for the District of Delaware, 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 the Order.
- [25] **AUTHORIZES** Deloitte, in its capacity as foreign representative of the Debtors and notwithstanding the termination of the CCAA Proceedings, to apply for the recognition and enforcement of this Order in the United States of America, including in the Chapter 15 Case.
- [26] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

**THE WHOLE WITHOUT COSTS.**

---

Martin F. Sheehan, J.S.C.

**SCHEDULE "A"**  
**DRAFT CERTIFICATE OF THE MONITOR**

**CANADA**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL**

**SUPERIOR COURT**  
Commercial Division

**File: No: 500-11-063707-242**

---

**15938759 CANADA INC. (RESIDUAL  
CO.)**

-and-

**GOLI NUTRITION INC.**

Debtors

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

**CERTIFICATE OF THE MONITOR**

---

**RECITALS:**

**WHEREAS** the Superior Court of Québec (Commercial Division) (the **Court**) issued an Initial Order rendered by this Court on March 18, 2024, as amended and restated on March 27 and April 11, 2024 (the "**Initial Order**");

WHEREAS the Court issued an Order dated April \_\_\_\_, 2024, among other things, (i) terminating the CCAA proceedings (as defined in the ; (ii) approving the Monitor's activities and (iii) discharging and releasing the Monitor from its duties and obligations in relation to the CCAA Proceedings.

**WHEREAS** unless otherwise indicated, capitalized terms used herein have the meanings given in the Initial Order.

**THE MONITOR CERTIFIES THE FOLLOWING:**

- (a) The beneficiaries of the Administration Charge have confirmed to the Monitor that all amounts owed to them that are secured by the Administration Charge have been paid in full.
- (b) This Certificate was issued by the Monitor at \_\_\_\_ **[TIME]** on \_\_\_\_\_ **[DATE]**.

Deloitte Restructuring Inc. in its capacity as  
Court-appointed Monitor, and not in its personal  
capacity.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**NO.: 500-11-063787-242**

**SUPERIOR COURT  
DISTRICT OF MONTRÉAL**

**In the matter of the compromise or  
arrangement of:**

**15938759 CANADA INC.**

and

**GOLI NUTRITION INC. (Delaware  
Corporation)**

Debtors

**DELOITTE RESTRUCTURING INC.**

Monitor/Applicant

**EXHIBIT R-1**

**ORIGINAL**

BO-0042

# 1001258884

**M<sup>tres</sup> Noah Zucker, Charlotte Dion**  
**NORTON ROSE FULBRIGHT CANADA LLP**  
BARRISTERS & SOLICITORS

1 Place Ville Marie, Suite 2500  
Montréal, Quebec H3B 1R1  
Telephone: 514.847.4747  
Fax: 514.286.5474

[noah.zucker@nortonrosefulbright.com](mailto:noah.zucker@nortonrosefulbright.com)  
[charlotte.dion@nortonrosefulbright.com](mailto:charlotte.dion@nortonrosefulbright.com)  
[Notifications-mtl@nortonrosefulbright.com](mailto:Notifications-mtl@nortonrosefulbright.com)