

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF

)

MONDAY, THE 31ST

JUSTICE MORAWETZ

)

DAY OF MAY, 2021



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 **LAURENTIAN UNIVERSITY OF
SUDBURY**

Applicant

**ORDER
(CRO Appointment)**

THIS MOTION, made by Laurentian University of Sudbury (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order appointing Mr. Louis (Lou) P. Pagnutti as Chief Redevelopment Officer of the Applicant and approving the CRO Engagement Letter dated May 17, 2021, was heard this day by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the affidavit of Dr. Robert Haché sworn May 21, 2021 (the "**Haché Affidavit**") and the Exhibits thereto, and the Fourth Report of Ernst & Young Inc. (the "**Monitor**") dated May 27, 2021, and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for Laurentian University Faculty Association, counsel for Laurentian University Staff Union, counsel for the Board of Governors, counsel for the DIP Lender, counsel for University of Sudbury, and those other parties listed on the Counsel Slip, no one else appearing although duly served as appears from the Affidavit of Service of Derek Harland sworn May 27, 2021,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that service of the Notice of Motion and the Motion Record in respect of this Motion is hereby validated, so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Haché Affidavit.

APPOINTMENT OF CRO

3. **THIS COURT ORDERS** that Mr. Louis (Lou) P. Pagnutti is hereby appointed as Chief Redevelopment Officer of the Applicant (in such capacity, the “**CRO**”), on the terms set out in this Order and in accordance with the letter agreement dated May 17, 2021 between the Applicant and the CRO, a copy of which is attached as Exhibit “J” to the Haché Affidavit (the “**CRO Engagement Letter**”).
4. **THIS COURT ORDERS** that the CRO shall have all necessary authority pursuant to this Order to provide the Services, as such term is defined in the CRO Engagement Letter.
5. **THIS COURT ORDERS** that the CRO shall be an officer of the Court and shall not be, or be deemed to be a director, officer or employee of the Applicant.
6. **THIS COURT ORDERS** that the CRO shall not, as a result of the performance of his obligations and the Services under the CRO Engagement Letter, be deemed to be in Possession (as defined in the A&R Initial Order) of any of the Property (as defined in the A&R Initial Order) within the meaning of any Environmental Legislation (as defined in the A&R Initial Order) or otherwise.
7. **THIS COURT ORDERS** that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person (as defined in the A&R Initial Order) from and after the date of this Order, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful

misconduct on the part of the CRO, provided further than in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

8. **THIS COURT ORDERS** that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the CRO or with leave of this Court on notice to the Applicant, the Monitor and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Applicant, the Monitor and the CRO on at least seven (7) days' notice prior to the return date of any such motion for leave.
9. **THIS COURT ORDERS** that the obligations of the Applicant to the CRO for payment pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan that may be presented in respect of the Applicant.
10. **THIS COURT ORDERS** that the CRO shall be paid his fees and disbursements incurred in accordance with the terms of the CRO Engagement letter by the Applicant, as part of the costs of these proceedings from the DIP financing made available to the Applicant, and not from any publicly-funded source. The Applicant is hereby authorized and directed to pay the accounts of the CRO on a monthly basis, in advance, or otherwise in accordance with the terms of the CRO Engagement Letter.
11. **THIS COURT ORDERS** that the CRO shall be entitled to the benefit of the Administration Charge (as defined in the A&R Initial Order) as security for any unpaid fees and disbursements incurred in accordance with the CRO Engagement Letter.
12. **THIS COURT ORDERS** that, to the extent applicable, the CRO shall be entitled to the benefit of paragraphs 45 to 51 of the A&R Initial Order.

GENERAL

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to

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

14. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
15. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order and is enforceable without any need for entry and filing.



CHIEF JUSTICE G.B. MORAWETZ

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

Proceeding commenced at Toronto

**ORDER
(CRO Appointment)**

THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

D.J. Miller (LSO# 344393P)
Email: djmiller@tgf.ca

Mitchell W. Grossell (LSO# 69993I)
Email: mgrossell@tgf.ca

Andrew Hanrahan (LSO# 78003K)
Email: ahanrahan@tgf.ca

Derek Harland (LSO# 79504N)
Email: धारland@tgf.ca

Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for the Applicant