

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

THE HONOURABLE CHIEF	)	WEDNESDAY, THE 5TH
	)	
JUSTICE MORAWETZ	)	DAY OF OCTOBER, 2022

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** (the “**Applicant**”)

PLAN SANCTION ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order, among other things, approving and sanctioning the Amended Plan of Compromise and Arrangement of the Applicant dated September 9, 2022 (the “**Plan**”), a copy of which is attached hereto as Schedule “A”, was heard this day by Zoom judicial video conference in accordance with the *Guidelines to Determine Mode of Proceeding in Civil*, effective April 19, 2022.

ON READING the Affidavit of Robert Haché sworn September 28, 2022, the Sixteenth Report of the Monitor dated September ~~18~~28, 2022 (the “**Report**”), and on hearing the submissions of counsel for the Applicant, counsel to the Monitor, and such other counsel as were present, no one else appearing for any other person on the Service List, although properly served as appears from the affidavit of service of Khadija Waqqas sworn September ~~18~~29, 2022, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record in support of this motion and the Report be and is hereby validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Sanction Order and not expressly defined herein shall have the meanings ascribed to them in the Plan or the Meeting Order issued in this proceeding on July 28, 2022 (the “**Meeting Order**”).

NOTICE AND MEETING

- ~~3. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient notice, service, and delivery of the Plan, the Meeting Order and the Meeting Materials to all Persons upon which notice, service, and delivery were required.~~
- ~~4. **THIS COURT ORDERS AND DECLARES** that the Meeting was duly convened, held, and conducted on September 14, 2022, in accordance with the Meeting Order, the CCAA and all other Orders of the Court in this CCAA Proceeding.~~

SANCTION OF THE PLAN

3. ~~5. **THIS COURT ORDERS AND DECLARES** that the Plan has been approved by the Required Majority of the Affected Creditors at the Meeting in accordance with the Meeting Order and the CCAA.~~
- ~~6. **THIS COURT ORDERS AND DECLARES** that the Applicant has complied with the provisions of the CCAA and the Orders of the Court made in this CCAA Proceeding in all respects.~~
- ~~7. **THIS COURT ORDERS AND DECLARES** that the Applicant has acted, and continues to act, in good faith and with due diligence, and has not done or purported to do~~

~~anything, nor does the Plan do or purport to do anything, that is not authorized by the CCAA or the Orders of the Court in this CCAA Proceeding.~~

~~8. THIS COURT ORDERS AND DECLARES~~ that the Plan, including all of the and its terms and conditions ~~thereof, and including~~ all ~~of the matters and transactions contemplated thereby, are fair and reasonable.~~

~~9. THIS COURT ORDERS AND DECLARES~~ that the Plan and all, associated steps, compromises, transactions, arrangements, releases, discharges, injunctions, and reorganizations effected thereby, are hereby sanctioned and approved pursuant to section 6 of the CCAA.

PLAN IMPLEMENTATION

4. ~~10. THIS COURT ORDERS~~ that the Applicant, ~~its directors and officers,~~ and the Monitor and their respective Representatives are hereby authorized and directed to take all steps and actions, and to do all things, determined by the Applicant or the Monitor, respectively, to be necessary or appropriate to implement the Plan in accordance with and subject to its terms and conditions, and enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, payments, deliveries, allocations, extinguishments, discharges, releases, instruments and agreements contemplated by, and subject to the terms and conditions of, the Plan, and all such steps and actions are hereby authorized, ratified and approved. Neither the Applicant nor the Monitor or their respective Representatives shall incur any liability as a result of acting in accordance with the terms of the Plan and this Sanction Order.

5. ~~11. THIS COURT ORDERS~~ that: (a) the Applicant and the Monitor are hereby authorized and directed to complete any distributions, deliveries or allocations and to take any related steps or actions, as the case may be, in accordance with the terms of the Plan, and such distributions, deliveries and allocations, and steps and actions related thereto, are hereby approved, and (b) such distributions, deliveries or allocations shall be free and clear of all claims, rights and interests of any Person, including, without limitation, the CCAA Charges.

6. ~~12.~~ **THIS COURT ORDERS** that, as soon as practicable following the Effective Time, the Monitor shall be authorized and directed to serve on the service list in this CCAA Proceeding (the “**Service List**”) and post on the Monitor’s Website a certificate substantially in the form attached hereto as Schedule “B” (the “**Monitor's Certificate**”), signed by the Monitor, certifying that the Plan Implementation Date has occurred. The Monitor shall file the Monitor’s Certificate with this Court as soon as reasonably practicable thereafter.

~~13. **THIS COURT ORDERS** that the Plan, subject to its terms and conditions, including the Plan Implementation Conditions described in Section 10.1 of the Plan (unless waived in accordance with the Plan), will be binding and effective as at the Effective Time upon and with respect to the Applicant, the Affected Creditors, the Released Parties, and all other Persons named or referred to in, or subject to, the Plan or the Sanction Order.~~

~~14. **THIS COURT ORDERS** that the Implementation Steps to be taken and the transactions, arrangements, reorganizations, transfer, assignments, cancellations, compromises, settlements, payments, extinguishments, discharges, injunctions and releases to be effected at the Effective Time are hereby authorized and approved and are and shall be deemed to occur and be effected in accordance with the terms of the Plan in the sequence and at the times contemplated by Section 4.1 of the Plan, without any further act or formality.~~

~~15. **THIS COURT ORDERS** that the Post Plan Implementation Steps to be taken and the transactions, arrangements, reorganizations, transformations, requests, amendments and processes be, and are hereby authorized.~~

RESERVES

7. ~~16.~~ **THIS COURT ORDERS** that the establishment of the Unresolved Claims Reserve is hereby approved in accordance with the provisions of Section 6.1 of the Plan. The Applicant and the Monitor are hereby authorized and directed to distribute funds from the Unresolved Claims Reserve in accordance with the provisions of Section 7.9 of the Plan.

8. ~~17.~~ **THIS COURT ORDERS** that the Monitor shall be authorized ~~to~~, in its reasonable discretion, to assign a value to any Claim filed by a D&O against the Applicant for contribution or indemnity arising from an Excluded D&O Claim (a “**D&O Indemnity Claim**”) for purposes of calculating the Unresolved Claims Reserve. The Monitor shall be authorized to reduce the Unresolved Claims Reserve with respect to a D&O Indemnity Claim if the Monitor, acting reasonably, determines that any Excluded D&O Claim is or becomes resolved or statute-barred.
9. ~~18.~~ **THIS COURT ORDERS** that the establishment of the Administrative Reserve is hereby approved, and the Applicant shall deliver funds sufficient to secure in full the Administrative Reserve to the Monitor, in trust, at or prior to the Effective Time.
10. ~~19.~~ **THIS COURT ORDERS** that counsel to the Applicant, the Monitor and its counsel, and independent counsel to the Board of Governors shall remain entitled to receive payment of their respective fees and expenses incurred in connection with the continued administration and implementation of the Plan by the Applicant in the ordinary course, and the Applicant is hereby authorized and directed to make such payments.
11. ~~20.~~ **THIS COURT ORDERS** that the Monitor shall hold the Unresolved Claims Reserve and the Administration Reserve in trust for those entitled to such funds pursuant to section 6.3 of the Plan.

EFFECT OF PLAN IMPLEMENTATION

- ~~21. **THIS COURT ORDERS** that, in accordance with the sequence of steps set out in Section 4.1 of the Plan, and subject to all terms of the Plan including but not limited to the Plan Default provisions set out in Section 5.4 of the Plan, as at the Effective Time, any and all Affected Claims of Affected Creditors, Released Claims, and Huntington Released Claims shall be and shall be deemed to be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred, and the ability of any Person to proceed against: (a) the Applicant or the other Released Parties in respect of or relating to any Affected Claims or Released Claims, and (b) Huntington University in respect of the~~

~~Huntington Released Claims, in each case whether directly, indirectly, derivatively or otherwise is hereby forever discharged, enjoined and restrained, and all proceedings with respect to, in connection with or relating to Affected Claims, Released Claims, and Huntington Released Claims, are hereby permanently stayed, except only the obligations to make distributions and deliveries solely in respect of Affected Claims, CCAA Priority Claims, Vacation Pay Compensation Claims, and Secured Claims, in the manner and to the extent provided for in the Plan and this Sanction Order.~~

~~22. **THIS COURT ORDERS** that as at the Effective Time and subject only to the right of Secured Creditors to receive distributions pursuant to the Plan in respect of their Secured Claims: (a) any and all Secured Claims shall be and shall be deemed to be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred as against the Applicant and its Representatives, (b) the ability of any Person to proceed against the Applicant or its Representatives in respect of, or relating to any Secured Claim, whether directly, derivatively or otherwise will be forever discharged, enjoined and restrained, and (c) all proceedings with respect to, in connection with or relating to such Secured Claims shall be permanently stayed.~~

12. ~~23.~~ **THIS COURT ORDERS** that upon the registration or recordation in the Land Registry Office for the Land Titles Division of Sudbury (No. 53) in the form prescribed in the *Land Titles Act* or the *Land Registration Reform Act*, as applicable, of: (a) this Order, and (b) a certificate signed by the Monitor confirming that the Secured Claim of the Secured Creditor named in such certificate (the “**Discharged Secured Creditor**”) has been paid in full or otherwise satisfied in accordance with the Plan, the Land Registrar is hereby directed to discharge, delete and expunge from title to the real property set out in Schedule “C” of this Order all security interests, trusts, liens, claims, construction liens, certificates of actions, charges, registrations and encumbrances of whatever kind or nature whatsoever in favour of such Discharged Secured Creditor or any nominee or agent on its behalf.

~~24. **THIS COURT ORDERS** that the treatment of Unaffected Claims and Affected Claims under the Plan shall be final and binding for all purposes and enure to the benefit of the~~

~~Applicant, all Unaffected Creditors, Affected Creditors, the Released Parties, and all other Persons named or referred to in, or subject to, the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns.~~

~~25. THIS COURT ORDERS that from and after the Effective Time, all Persons named or referred to in, or subject to, the Plan, shall be deemed to have granted, executed and delivered to the Applicant all consents, releases, discharges, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.~~

~~26. THIS COURT ORDERS that any Person that did not file a Proof of Claim or a Dispute Notice, as applicable, by the applicable Claims Bar Date (each as defined in the Claims Process Order or the Compensation Claims Process Order, as applicable), or such other date provided for in the Claims Process Order or the Compensation Claims Process Order, as applicable, and any Person with an Affected Claim or a Released Claim that is not a Proven Claim or Unresolved Claim, shall be and is hereby fully, finally, irrevocably and forever barred from making any Claim and shall not be entitled to any consideration under the Plan, and such Person's Claim shall be and is hereby fully, finally, irrevocably and forever barred and extinguished.~~

~~27. THIS COURT ORDERS that, subject to the provisions of the CCAA, each Person named or referred to in, or subject to the Plan, will be deemed to have consented and agreed to all of the provisions of the Plan.~~

13. ~~28.~~ **THIS COURT ORDERS** that, except to the extent expressly contemplated by the Plan or this Sanction Order, all contracts, leases, agreements and other arrangements, whether written or oral, and any and all amendments or supplements thereto (each, an “**Agreement**”) that the Applicant is a party to and that has not been terminated or disclaimed pursuant to the Initial Order and the related provision of the CCAA will be and remain in full force and effect as of the Effective Time, and no Person who is a party to any such Agreement may accelerate, terminate, rescind, suspend, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of

any such Agreement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicant);
- (b) the insolvency of the Applicant or the fact that the Applicant sought or obtained relief under the CCAA; or
- (c) any steps, compromises, releases, discharges, cancellations, transactions, arrangements or reorganizations effected pursuant to the Plan or any action taken or transaction effected pursuant to the Plan.

14. ~~29.~~ **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Applicant then existing or previously committed by the Applicant, or caused by the Applicant, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Agreement existing between such Person and the Applicant arising directly or indirectly from the filing by the Applicant under the CCAA and implementation of the Plan, including without limitation any of the matters or events listed in paragraph ~~27~~13 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Applicant from performing its obligations under the Plan or be a waiver of defaults by the Applicant under the Plan and any related documents.

RELEASES AND INJUNCTIONS

~~30. **THIS COURT ORDERS AND DECLARES** that the compromises, arrangements, releases, discharges and injunctions contemplated in the Plan granted for the benefit of the Released Parties and Huntington University, including, without limitation, pursuant~~

~~to sections 8.1 to 8.3 of the Plan, are integral components of the Plan and are necessary for, and vital to, the success of the Plan and that, as of the Effective Time and in accordance with the sequence of steps set out in Section 4.1 of the Plan, all such compromises, arrangements, releases, discharges and injunctions are hereby sanctioned, approved and given full force and effect, and all such compromises, arrangements, releases, discharges and injunctions shall be binding upon and effective against all Affected Creditors and all other Persons; provided, however, that the foregoing shall not affect: (a) any Non-Released Claims; or (b) the rights and obligations of the Applicant with respect to carrying out the Plan in accordance with its terms and conditions, including, without limitation, making any distributions to certain Unaffected Creditors or Affected Creditors thereunder.~~

15. ~~31. THIS COURT ORDERS AND DECLARES~~ that solely with respect to any and all Released Claims, all Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, from: (a) commencing, conducting ~~or~~, continuing or making in any manner, directly or indirectly, any action, suits, claims, demands or other proceedings of any nature or kind whatsoever against any of the Released Parties, as applicable; (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property; (c) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or their property; or (d) taking any actions to interfere with the implementation or consummation of the Plan, in accordance with section 8.2 of the Plan.

16. ~~32. THIS COURT ORDERS AND DECLARES~~ that all Persons who have previously commenced a proceeding in respect of a Released Claim in any court, tribunal or other adjudicative body, which Released Claim has not been finally determined, dismissed or discontinued prior to the Effective Time in such separate proceeding, shall forthwith after the Effective Time take steps to discontinue and/or dismiss, with prejudice and without costs, such Released Claim.

CONFLICT WITH THE PLAN

17. ~~33.~~ **THIS COURT ORDERS** that from and after the Effective Time, any conflict between:

- (a) the Plan; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any Agreement existing between any Person and the Applicant as at the Effective Time,

will be deemed to be governed by the terms, conditions and provisions of the Plan and this Sanction Order, which shall in all respects take precedence and priority.

BANKRUPTCY

18. ~~34.~~ **THE COURT ORDERS AND DECLARES** that, notwithstanding: (a) the pendency of this CCAA Proceeding; (b) any application for a bankruptcy, receivership or other order hereafter issued pursuant to the BIA, the CCAA or otherwise in respect of the Applicant and any bankruptcy, receivership or other order issued pursuant to any such applications; and (c) any assignment in bankruptcy made or deemed to be made in respect of the Applicant, the terms and transactions contemplated by the Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant or its assets and will not be void or voidable by creditors of the Applicant, nor will the Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, the CCAA or any other applicable federal or provincial legislation, nor will the Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ORDERS OF THIS COURT

19. ~~35.~~ **THIS COURT ORDERS** that, other than as expressly set out herein, the provisions of the Initial Order, including the Stay Period and the suspension of Special Payments in respect of the Pension Plan (as each of those terms are defined in the Initial Order), shall terminate at the Effective Time except with respect to the protections granted therein in favour of the Monitor. All other Orders of the Court made in this CCAA Proceeding shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by or are inconsistent with this Sanction Order or any further Order of this Court in this CCAA Proceeding.

CCAA CHARGES

20. ~~36.~~ **THIS COURT ORDERS** that the Administration Charge and the Directors' Charge (as provided for and defined in the Initial Order or any further Order of the Court) shall be terminated, discharged, expunged and released, effective upon: (a) payment of all amounts on account of outstanding fees and expenses owing to the beneficiaries of the Administration Charge and Directors' Charge, if any, and (b) funding of the Administration Reserve.

21. ~~37.~~ **THIS COURT ORDERS** that the DIP Lender's Charge (as provided for and defined in the Initial Order or any further Order of the Court) shall be terminated, discharged, expunged and released upon payment in full by the Applicant to the DIP Lender of all obligations secured by the DIP Lender's Charge at the Effective Time.

THE BOARD OF GOVERNORS

~~38. **THIS COURT ORDERS AND DECLARES** that the activities and conduct of the members of the Board of Governors of the Applicant in this CCAA Proceeding, as disclosed in the affidavits filed with the Court on behalf of the Applicant from time to time and the reports of the Monitor to the Court from time to time be and are hereby ratified and approved, provided that only the members of the Board of Governors, in their~~

~~personal capacity and only with respect to their own personal liability, shall be entitled to rely upon or utilize in any way such approval.~~

THE CRO

22. ~~39. THIS COURT ORDERS AND DECLARES~~ that the activities and conduct of the CRO in this CCAA Proceeding, as disclosed in the affidavits filed with the Court on behalf of the Applicant from time to time and the reports of the Monitor to the Court from time to time be and are hereby ratified and approved, provided that only the CRO, in his personal capacity and only with respect to his own personal liability, shall be entitled to rely upon or utilize in any way such approval.

23. THIS COURT ORDERS that the protections afforded to the CRO, pursuant to the terms of the Order appointing the CRO dated May 31, 2021 (the “CRO Appointment Order”) and the other Orders made in the CCAA Proceeding, shall not expire or terminate at the Effective Time and shall, subject to the terms hereof, including as it relates to the termination of the Administration Charge at the Effective Time, remain effective and in full force and effect until further order of the Court.

24. ~~40. THIS COURT ORDERS~~ that at the Effective Time, the CRO shall be discharged as having fulfilled its duties pursuant to the Order appointing the CRO dated May 31, 2021 (the “CRO Appointment Order”).

THE MONITOR

~~41. THIS COURT ORDERS AND DECLARES that the Monitor has complied with the provisions of the CCAA and the Orders of this Court made in this CCAA Proceeding in all respects.~~

~~42. THIS COURT ORDERS AND DECLARES that the Monitor has not done or purported to do anything that is not authorized by the CCAA.~~

~~43. THIS COURT ORDERS AND DECLARES that the activities and conduct of the Monitor in this CCAA Proceeding, as disclosed in its reports to the Court from time to~~

~~time, including, without limitation, in relation to conducting and administering the Meeting on September 14, 2022, be and are hereby ratified and approved, and that the Monitor has satisfied all of its obligations up to and including the date of this Sanction Order and, for greater certainty, all claims of any kind or nature against the Monitor arising from or relating to the services provided to the Applicant up to and including the date of this Sanction Order are hereby barred and extinguished.~~

25. ~~44.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the powers provided to the Monitor herein, under the Plan and under the Orders of this Court, shall be and is hereby authorized, directed and empowered to perform its functions and fulfill its obligations under the Plan to facilitate the implementation of the Plan and to complete all matters incidental to the termination of this CCAA Proceeding.

26. ~~45.~~ **THIS COURT ORDERS** that: (a) in carrying out the terms of this Sanction Order and the Plan, the Monitor shall have all the protections given to it by the CCAA and the other Orders in these proceedings, and as an officer of the Court, including the stay of proceedings in its favour; (b) the Monitor shall incur no liability or obligation for any act or omission as a result of carrying out any duties or work in connection with the Sanction Order and/or the Plan, save and except for any gross negligence or wilful misconduct on its part; (c) the Monitor shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant without independent investigation; and (d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

27. ~~46.~~ **THIS COURT ORDERS AND DECLARES** that the protections afforded to Ernst & Young Inc., as Monitor and officer of this Court, shall not expire or terminate at the Effective Time and shall, subject to the terms hereof, including as it relates to the termination of the Administration Charge at the Effective Time, remain effective and in full force and effect until further order of the Court.

47. ~~THIS COURT ORDERS AND DECLARES~~ that the protections afforded to the CRO, pursuant to the terms of the ~~CRO Appointment Order~~ and the other Orders made in the CCAA Proceeding, shall not expire or terminate at the Effective Time and shall, subject to the terms hereof, including as it relates to the termination of the Administration Charge at the Effective Time, remain effective and in full force and effect until further order of the Court.

28. ~~48. THIS COURT ORDERS AND DECLARES~~ that any payments or deliveries under the Plan or this Sanction Order made or assisted by the Monitor, shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative" or "representative" of the Applicant or "other person" for the purposes of Section 159 of the *Income Tax Act* (Canada), Section 270 of the *Excise Tax Act* (Canada), Section 46 of the *Employment Insurance Act* (Canada), Section 22 of the *Retail Sales Tax Act* (Ontario), Section 107 *Corporations Tax Act* (Ontario), or any other similar federal, provincial or territorial tax legislation (collectively, the “Statutes”), and the Monitor in making any such payments or deliveries of funds or assets in relation to the Plan is not “distributing”, nor shall it be considered to have “distributed”, such funds or assets for the purposes of the Statutes, and the Monitor shall not incur any liability under the Statutes for making any payments or deliveries under the Plan or failing to withhold amounts, ordered or permitted hereunder, and the Monitor shall not have any liability for the Applicant’s tax liabilities regardless of how or when such liabilities may have arisen, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Statutes or otherwise at law, arising as a result of the distributions and deliveries under the Plan and this Sanction Order and any claims of this nature are hereby forever barred.

NOTICE

29. ~~49. THIS COURT ORDERS~~ that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of this Sanction Order to be posted on the Monitor’s Website, and the Applicant shall serve a copy on the parties on the Service List. From

and after the Effective Time, any notices, motions or documents that may be filed with the Court need only be served on the Applicant, the Monitor, the parties on the Service List and such Persons who deliver a Notice of Appearance to the Applicant and the Monitor, and filed such Notice of Appearance with the Court, after the Effective Time.

30. ~~50.~~ **THIS COURT ORDERS** that the measures in paragraph ~~49~~29 shall constitute good and sufficient service and notice of this Order on all Persons who may be entitled to receive notice thereof or who may have an interest in these proceedings, and no other form of notice or service need be made on such Persons and no other document or material need be served on such Persons in respect of these proceedings.

CLAIMS OFFICERS

~~51. **THIS COURT ORDERS AND DECLARES** that the Claims Officers appointed in accordance with the Order dated December 20, 2021 (the “Claims Officers’ Order”); shall continue to have the authority conferred upon, and to benefit from all protections afforded to them, pursuant to the Claims Officers’ Order.~~

GENERAL PROVISIONS

31. ~~52.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Sanction Order, the Applicant and the Monitor shall remain entitled to seek advice, direction or assistance from the Court in respect of the interpretation and implementation of this Sanction Order and the performance by the Applicant and the Monitor of their respective obligations under the Plan, the Sanction Order and any other matters that pertain to the completion of the administration of this CCAA Proceeding.

~~53. **THIS COURT ORDERS AND DECLARES** that, pursuant to section 142 of the *Courts of Justice Act* (Ontario), no person shall be liable for any act done in good faith in accordance with any Order issued in this proceeding, and any person who takes any action whatsoever in reliance on this Sanction Order prior to the commencement of any~~

~~appeal hereof or the expiry of any appeal period shall not be prejudiced or harmed in any manner by any such subsequent appeal.~~

32. ~~54.~~ **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

33. ~~55.~~ **THIS COURT ORDERS** that this Order is effective from the date that it is made, and is enforceable without any need for entry and filing.

34. ~~56.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, 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 and the Plan. 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 and the Plan, 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 and the Plan.

35. ~~57.~~ **THIS COURT ORDERS** that the Applicant and the Monitor be at liberty and are 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.

Schedule “A”
Amended CCAA Plan of Compromise and Arrangement

**Schedule “B”
Monitor’s Certificate**

Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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** (the “**Applicant**”)

MONITOR’S CERTIFICATE

WHEREAS pursuant to the Order of this Court dated February 1, 2021, Ernst & Young Inc. was appointed as the monitor (the “**Monitor**”) of the Applicant;

AND WHEREAS pursuant to the Meeting Order of this Court dated July 28, 2022, the Applicant filed the Plan of Compromise and Arrangement pursuant to the CCAA affecting and involving the Applicants dated July 21, 2022, which was amended by the Applicant on September 9, 2022 (as amended, the “**Plan**”);

AND WHEREAS the Plan has been sanctioned by this Honourable Court by Order dated October 5, 2022 (the “**Sanction Order**”);

AND WHEREAS the Sanction Order requires the Monitor to serve on the Service List in the CCAA Proceeding and post on the Monitor’s Website a certificate, signed by the Monitor, certifying that the Plan Implementation Date has occurred;

AND WHEREAS the Plan Implementation Date has occurred;

AND WHEREAS all capitalized terms used but not defined herein shall have the meanings given to them in the Plan;

THE MONITOR HEREBY CERTIFIES that:

36. ~~58.~~ The Plan Implementation Date has occurred; and

37. ~~59.~~ This Certificate is delivered by the Monitor on _____, 2022.

ERNST & YOUNG INC., solely in its capacity
as court appointed monitor of the Applicants,
and not in its personal capacity or in any other
capacity

Per: _____
Name:
Title:

Schedule "C"
Real Property

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** (the “**Applicant**”)

Court File No. CV-21-656040-00CL

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

Proceedings commenced at Toronto

SANCTION ORDER

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Lawyers for the Applicant

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Input:	
Document 1 ID	iManage://tgf-mobility-ca.imanage.work/CLIENT/5275744/1
Description	#5275744v1<tgf-mobility-ca.imanage.work> - (SERVED) Plan Sanction Order [Final_ September 28, 2022]
Document 2 ID	file://C:\Users\derekh\AppData\Roaming\iManage\Work\Recent\1898-002 (Restructuring)\Plan Sanction Order - Draft_ October 4_ 2022_(5275748.3).docx
Description	Plan Sanction Order - _Draft_ October 4_ 2022_(5275748.3)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	

Padding cell	
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Statistics:	
	Count
Insertions	56
Deletions	102
Moved from	4
Moved to	4
Style changes	0
Format changes	0
Total changes	166