

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF

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FRIDAY, THE 1ST

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JUSTICE MORAWETZ

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DAY OF OCTOBER, 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

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, amending the Compensation Claims Process Order, was heard this day by videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Notice of Motion of the Applicant, the affidavit of Dr. Robert Haché sworn September 10, 2021, the Eighth Report of Ernst & Young Inc. (the "**Monitor**" or "**EY**") dated September 28, 2021 (the "**Eighth Report**"), and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Motion Record of the Applicant dated September 10, 2021 (the "**Motion Record**"), as appears from the Affidavit of Service of Derek Harland dated September 22, 2021.

Service

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

Amendment of the Compensation Claims Process Order

2. **THIS COURT ORDERS AND DECLARES** that effective as of the date hereof, the Compensation Claims Process Order dated August 17, 2021, be and is hereby amended in the form attached as Schedule “A” hereto.



Chief Justice G.B. Morawetz

SCHEDULE “A”

(see attached)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF

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TUESDAY, THE 17TH

JUSTICE MORAWETZ

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DAY OF AUGUST, 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

AMENDED COMPENSATION CLAIMS PROCESS ORDER

THIS MOTION, brought 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 the methodology for the identification and determination of Compensation Claims (as defined below), was heard this day by videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Notice of Motion of the Applicant dated August 10, 2021, the Motion Record of the Applicant dated September 10, 2021 (the "Motion Record"), the Sixth Report of Ernst & Young Inc. (the "**Monitor**" or "**EY**") dated August 12, 2021 (the "**Sixth Report**"), the Eighth Report of the Monitor dated September 28, 2021, the Responding Motion Record of Huntington University dated August 13, 2021, and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for the Laurentian University Faculty Association, counsel for Thorneloe University and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Applicant's Motion Record as appears from the Affidavit of Service of Khadija Waqqas dated August 11, 2021, and the Affidavit of Service of Derek Harland dated September 22, 2021.

ON BEING ADVISED that certain claims were excluded from the operation of the Claims Process Order (as defined below), and that the Applicant now wishes to establish a claims process with respect to the Compensation Claims (as defined below).

Service

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

DEFINITIONS AND INTERPRETATION

2. The following terms shall have the following meanings ascribed thereto:

- (a) **“Applicant” or “LU”** means Laurentian University of Sudbury;
- (b) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) **"CCAA"** has the meaning ascribed to it in the preamble to this Order;
- (d) **“Claims Process Order”** means the Amended and Restated Claims Process Order dated May 31, 2021, as such Claims Process Order may be further amended from time to time;
- (e) **“Compensation Claims”** mean the following claims against the Applicant:
 - (i) all claims in respect of the following, which shall be collectively referred to as **“Employee Claims”**:
 - (1) claims of any Employee or Retiree for amounts owing to him or her in his or her capacity as a current or former employee of the Applicant, including without limitation, claims on account of wages, salaries, any other form of compensation (whether sales-based, incentive-based, deferred, retention-based, share-based, or otherwise), termination or severance pay, employee benefits (including, but not limited to, medical and similar benefits, disability benefits, relocation or mobility benefits, and benefits under employee assistance programs), pension and retirement benefits (including the Registered Pension Plan, RHBP and SuRP), vacation pay, and employee expenses;

- (2) claims of any Employee or Retiree arising from the administration, management or oversight of any of the pension plans or employee benefit plans administered or sponsored by the Applicant (including the Registered Pension Plan, RHBP and SuRP); and
 - (3) claims by any Employee or Retiree, or the surviving spouse or other beneficiary of any Employee or Retiree, for other amounts owing to such Person in their capacity as an Employee, as plan member, surviving spouse or other beneficiary of the plan, to the extent not already captured in subparagraphs 2(e)(i)(1) or 2(e)(i)(2) of this Order (“**Other Employee Claims**”);
- (ii) claims by any Employee or Union (whether on behalf of an Employee or otherwise) in respect of grievances under any collective agreement to which the Applicant is party, whether such grievance arose prior to or after the Filing Date and is in respect of any matter that:
- (1) is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date; or
 - (2) arises as a result of the restructuring of the Applicant prior to the date of this Order, including for greater certainty any grievance related to the Union Restructuring Agreements
- (collectively, “**Grievance Claims**”);
- (iii) claims by any Union arising pursuant to section 33(5) of the CCAA (“**Union Claims**”); and
- (iv) ~~claims by Huntington University, University of Sudbury, Thornelee University, the Sudbury Neutrino Observatory Laboratory, the Mining Innovation Rehabilitation and Applied Research Corporation or the Centre for Excellence in Mining Innovation, or any current or former employee of any of the foregoing entities or such current or former employee’s surviving spouse or other beneficiary~~any of the Third Parties, in each case made on behalf of any of their respective Third Party Employees, in each case solely in respect of any claims relating to the participation of their current or former employees in the RHBP (“**Third Party RHBP Claims**”).

For greater certainty, Compensation Claims shall not include any D&O Claims as such term is defined in the Claims Process Order;

- (f) “**Compensation Claimant**” means any Person asserting a Compensation Claim;
- (g) “**Compensation Claim Information**” means the information relating to a Compensation Claimant, including Personal Information and the description of the

Compensation Claims held by the Compensation Claimant, to be used in the calculation of the Compensation Claimant's Compensation Claim in accordance with the Compensation Claims Methodology, based on the books and records of the Applicant;

- (h) **"Compensation Claim Inquiry Form"** means the blank information form, substantially in the form attached hereto as Schedule "D", that any Person who believes that they have a Compensation Claim but did not receive a Statement of Compensation Claim from the Monitor may fill out and deliver to the Monitor;
- (i) **"Compensation Claims Bar Date"** means 5:00 p.m. (prevailing Eastern Time) on October 14, 2021, or, in respect of an Employee Claimant or Person that receives a Statement of Compensation Claim in accordance with paragraph 18 or 19 of this Order, respectively, the date that is 30 calendar days after the date on which the Monitor sends the Statement of Compensation Claim to the Employee Claimant or Person, as applicable;
- (j) **"Compensation Claims Methodology"** means the methodology, including the underlying assumptions set forth or incorporated therein, to be used to calculate the Compensation Claims, attached hereto as Schedule "A";
- (k) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (l) **"CPO Claim"** means any claim called for pursuant to the Claims Process Order;
- (m) **"Creditors' Meeting"** means the meeting or meetings of Compensation Creditors (and any other creditors) scheduled pursuant to further Order of this Court for the purposes of voting on a Plan, if and when filed with this Court;
- (n) **"Directors"** means all current and former directors of the Applicant, and "Director" means any one of them, including, for greater certainty any current or former member of the Board of Governors of the Applicant;
- (o) **"Duplicate Claim"** means a claim that is asserted against the Applicant or an Officer or Director that duplicates in whole or in part another Compensation Claim or CPO Claim;

- (p) **“Employees”** means the current and former employees of the Applicant;
- (q) **“Employee Claim”** has the meaning ascribed to it in subparagraph 2(e)(i) of this Order;
- (r) **“Employee Claimant”** means any Compensation Claimant asserting an Employee Claim;
- (s) **“Filing Date”** means February 1, 2021;
- (t) **“Grievance Claim”** has the meaning ascribed to it in subparagraph 2(e)(ii) of this Order;
- (u) **“Initial Order”** means the Amended and Restated Initial Order dated February 11, 2021 (as such order may be further supplemented, amended or varied from time to time);
- (v) **“LUFA”** means Laurentian University Faculty Association;
- (w) **“LUFA MOU”** means the memorandum of understanding entered into between the Applicant and LUFA dated April 7, 2021;
- (x) **“LUFA Term Sheet”** means the term sheet, including its schedules (including for greater certainty, the Pension Term Sheet dated April 7, 2021), entered into between the Applicant and LUFA dated April 7, 2021;
- (y) **“LUSU”** means Laurentian University Staff Union;
- (z) **“LUSU Term Sheet”** means the term sheet, including its schedules (including for greater certainty, the Pension Term Sheet dated April 7, 2021), entered into between the Applicant and LUSU dated April 5, 2021;
- (aa) **“Monitor”** means Ernst & Young Inc., in its capacity as monitor of the Applicant pursuant to the Initial Order;

- (bb) **“Notice for Publication to Employees”** means the notice to Employee Claimants for publication, substantially in the form attached hereto as Schedule “D”, or such Notice for Publication as translated into French;
- (cc) **“Notice of Dispute”** means the notice to be filed by a Compensation Claimant pursuant to paragraph 23 of this Order substantially in the form attached hereto as Schedule “E”;
- (dd) **“Officers”** means all current and former officers of the Applicant, and "Officer" means any one of them;
- (ee) **"Person"** is to be interpreted broadly and includes any individual, firm, general or limited partnership, joint venture, trust, corporation, limited or unlimited liability company, unincorporated organization, association, trust, collective bargaining agent, joint venture, federal or provincial government body, agency or Ministry, regulatory body, officer or instrumentality thereof, or any juridical entity, wherever situate or domiciled, and whether or not having legal status, howsoever designated or constituted, and whether acting on their own or in a representative capacity;
- (ff) **“Personal Information”** means personal information relating to a particular Employee based on the books and records of the Applicant as at the date of termination of such Employee, as may be amended or updated from time to time;
- (gg) **"Plan"** means any plan of compromise or arrangement filed by the Applicant in the CCAA Proceeding, if and when filed, as revised, amended, modified or supplemented from time to time in accordance with its terms;
- (hh) **"Proven Claim"** means a Compensation Claim as finally determined in accordance with this Order;
- (ii) **“Registered Pension Plan”** means the Retirement Plan of Laurentian University of Sudbury, Registration No. 0267013;
- (jj) **“Retiree”** means a former employee of the Applicant who has retired from the Applicant, with such retirement being effective prior to April 30, 2021;

- (kk) “**RHBP**” means the Retirees Health Benefit Plan administered by the Applicant, including as it relates to Employees, Retirees and Third Party Employees;
- (ll) “**Statement of Compensation Claim**” has the meaning ascribed to it in paragraph 13 of this Order;
- (mm) “**SuRP**” means all supplementary pension arrangements including the Laurentian University Supplemental Retirement Plan and all individual contractual supplementary pension arrangements;
- (nn) “**Third Parties**” means Huntington University, Thorneloe University, University of Sudbury, Sudbury Neutrino Observatory Laboratory, Mining Innovation Rehabilitation and Applied Research Corporation, and Centre for Excellence in Mining Innovation;
- (oo) “**Third Party Employees**” means any current or former employee of a Third Party, including any retirees or surviving spouses of retirees of the Third Party, who ~~participate~~participated in the RHBP;
- (pp) “**Third Party RHBP Claim**” has the meaning ascribed to it in subparagraph 2(e)(iv) of this Order;
- (qq) “**Third Party RHBP Claims Bar Date**” means 5:00 p.m. (prevailing Eastern Time) on November 26, 2021;
- ~~(rr)~~ ~~(qq)~~ “**Union Claim**” has the meaning ascribed to it in subparagraph 2(e)(iii) of this Order;
- ~~(ss)~~ ~~(rr)~~ “**Union Restructuring Agreements**” means collectively, the LUFA Term Sheet, the LUSU Term Sheet and the LUFA MOU; and
- ~~(tt)~~ ~~(ss)~~ “**Unions**” means collectively, LUFA and LUSU.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, 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.

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.

APPROVAL OF COMPENSATION CLAIMS METHODOLOGY

6. **THIS COURT ORDERS** that the Compensation Claims Methodology is approved and shall govern the determination of all Compensation Claims.

7. **THIS COURT ORDERS AND DECLARES** that:

- (a) the Compensation Claims Methodology shall be final and binding on the Applicant and all Compensation Claimants with respect to the determination of all Compensation Claims;
- (b) no Compensation Claimant filing a Notice of Dispute shall directly or indirectly assert, advance, re-assert or re-file any Compensation Claim that is not calculated in accordance with the Compensation Claims Methodology; and
- (c) any Compensation Claim that is directly or indirectly asserted, advanced, re-asserted or re-filed that is not calculated in accordance with the Compensation Claims Methodology shall be disallowed.

8. **THIS COURT ORDERS** that, in accordance with the Compensation Claims Methodology, in the event that a LUFA Terminated Employee or LUSU Terminated Employee (each as defined in the Compensation Claims Methodology) is recalled for a permanent position prior to the distribution of any amounts pursuant to a Plan, such Compensation Claimants' Termination and Severance Claim (as defined in the Compensation Claims Methodology) shall be reduced to any base salary for the period from the date of termination to the date of the recall.

NOTICE OF COMPENSATION CLAIMS PROCESS

9. **THIS COURT ORDERS** that:

- (a) within five (5) Business Days following the granting of this Order, the Monitor will post on its website at www.ey.com/ca/laurentian an electronic copy of the Motion

Record relating to the within motion and will also, as a separate link, post an electronic copy of the following documents:

- (i) this Order; and
 - (ii) the Compensation Claims Methodology (in both English and French);
- (b) by no later than September 10, 2021, the Monitor will post on its website, as a separate link, copies of the following documents (in both French and English):
- (i) the Notice for Publication to Employee Claimants; and
 - (ii) Compensation Claim Inquiry Form; and
- (c) by no later than September 17, 2021, the Monitor shall cause the Notice for Publication to Employee Claimants to be published in English in the Globe and Mail (National Edition) and the Sudbury Star, and in French in *Le Voyageur*.

COMPENSATION CLAIMS PROCESS

Information Sharing

10. **THIS COURT ORDERS** that forthwith following the granting of this Order, the Applicant shall make commercially reasonable efforts to inform the Monitor of all potential Compensation Claimants that may have Compensation Claims by providing the Monitor with a list of all potential Compensation Claimants and their last known address according to the books and records of the Applicant.

10A. **THIS COURT ORDERS** that to the extent such information is not available to or provided by the Applicant, each of the Third Parties shall forthwith, and by no later than seven calendar days following written request from the Monitor: (a) inform the Monitor of all Third Party Employees on behalf of which the Third Party may be entitled to assert a Third Party RHBP Claim, and (b) to the extent available to the Third Party based on the Third Party's books and records, provide the Monitor with the Compensation Claim Information with respect to such Third Party Employees who, as at April 30, 2021, were eligible to receive benefits under the RHBP that is necessary for the Monitor to complete the Statements of Compensation Claim and calculate the Third Party RHBP Claims for such Third Parties (on behalf of eligible Third Party Employees).

Each of the Third Parties shall inform the Monitor of any change or discrepancy in such information as soon as reasonably possible after the discovery of such change or discrepancy.

10B. THIS COURT ORDERS that, if requested by a Third Party, the Applicant shall provide the Third Party with Compensation Claim Information with respect to such Third Party's Third Party Employees that is necessary for the Third Party to administer the Third Party RHBP Claims or any payments or distributions in respect thereof on behalf of the Third Party Employees.

11. **THIS COURT ORDERS** that the Applicant shall provide the Monitor with the Compensation Claim Information available with respect to the Employees~~and~~, Retirees, and Third Party Employees necessary for the Monitor to complete the Statements of Compensation Claim and shall inform the Monitor of any change or discrepancy in such information as soon as reasonably possible after the discovery of such change or discrepancy.

12. **THIS COURT ORDERS** that the Monitor shall consult with the Unions to verify the accuracy of the Compensation Claim Information of their respective members in order to complete the Statement of Compensation Claim before sending the completed Statement of Compensation Claim to the Compensation Claimants.

Statements of Compensation Claim

13. **THIS COURT ORDERS** that the Monitor, with the assistance of the Applicant and such actuarial assistance as they may reasonably require, shall calculate the Compensation Claims in accordance with the Compensation Claims Methodology based on each Compensation Claimant's Compensation Claim Information and shall prepare a statement substantially in the form attached hereto as Schedule "B" (the "**Statement of Compensation Claim**") to be sent by the Monitor to each known, potential Compensation Claimant.

14. **THIS COURT ORDERS** that the Monitor shall cause the Statements of Compensation Claim to be sent to each of the known, potential Compensation Claimants at their respective last known municipal address or email address, as recorded in the Applicant's books and records, sent by either prepaid ordinary mail, courier, or electronic mail within twenty-one (21) calendar days after the date this Order is granted. In the case of Third Party RHBP Claims, the Monitor shall send Statements of Compensation Claim to each of the Third Parties, in the manner outlined above on or before October 22, 2021.

14A. **THIS COURT ORDERS** that upon receipt by the Third Parties of their respective Statement of Compensation Claim, the Third Party shall notify, in writing, their Third Party Employees, at their respective last known municipal address or email address, of the potential Third Party RHBP Claim, and shall be entitled to share with individual Third Party Employees information in respect of the portion of the Statement of Compensation Claim that relates to such individual.

15. **THIS COURT ORDERS** that if a Statement of Compensation Claim is returned to the Monitor as having an incorrect address, the Monitor and the Applicant will make reasonable efforts to ascertain a correct address for that Compensation Claimant, including consulting with the Unions if the Compensation Claimant is a Union member, and attempt to resend the Statement of Compensation Claim to such Compensation Claimant.

16. **THIS COURT ORDERS** that if the Monitor becomes aware, prior to any distribution in accordance with a Plan, that a Compensation Claimant with a RHBP Claim (as defined in the Compensation Claims Methodology) is deceased and the remaining benefit term for the spouse of the deceased has lapsed, the RHBP Claim for such Compensation Claimant shall be reduced to zero. For greater certainty, this provision applies to a Third Party RHBP Claim, or a portion thereof, of a Third Party on behalf of the Third Party Employees.

17. **THIS COURT ORDERS** that the sending of the Statement of Compensation Claim in accordance with this Order, and the noticing of this Compensation Claims process as set out in paragraph 9 of this Order, shall constitute good and sufficient delivery of the Statement of Compensation Claim and notice of this Order and the Compensation Claims Bar Date on all Compensation Claimants who may be entitled to receive notice and who may have a Compensation Claim, and no other notice needs to be given or made and no other document or material needs to be sent or served upon any Compensation Claimant in respect of this Order.

Additional Potential Compensation Claimants

18. **THIS COURT ORDERS** that if the Applicant or the Monitor become aware of any further Compensation Claims following the date of this Order (including as a result of the termination of an Employee after the date of this Order), the Monitor shall, as soon as reasonably practicable, send such Person a Statement of Compensation Claim, and direct such Person to the documents

posted on the Monitor's Website, or otherwise respond to a request for documents or information as the Monitor considers appropriate in the circumstances.

19. **THIS COURT ORDERS** that any Person who believes they have a Compensation Claim and has not received a Statement of Compensation Claim shall submit a Compensation Claim Inquiry Form to the Monitor. The Monitor, with the assistance of the Applicant and any relevant Union, shall review the Compensation Claim Inquiry Form and attempt to determine whether such Person has a Compensation Claim. Following such determination, the Monitor shall send to the requesting Person a Statement of Compensation Claim indicating that Person's Compensation Claims, if any.

20. **THIS COURT ORDERS** that any Person who believes they have a Compensation Claim and has not received a Statement of Compensation Claim shall submit a Compensation Claim Inquiry Form to the Monitor on or before October 14, 2021. Any Person that does not submit a Compensation Claim Inquiry Form on or before October 14, 2021: (a) shall be, and is hereby forever barred from asserting a Compensation Claim against the Applicant, (b) shall not, solely in respect of the Compensation Claim, be entitled to vote at the applicable Creditors' Meeting in respect of the Plan or to receive any distribution thereunder, and (c) shall not be entitled to any further notice of, and shall not be entitled to participate as a Compensation Claimant in these proceedings.

21. **THIS COURT ORDERS** that any such Person referred to in paragraph 19 of this Order may dispute the Statement of Compensation Claim in accordance with paragraph 23 of this Order.

22. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant, is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner and timing in which a Compensation Claim Inquiry Form delivered hereunder is completed and executed, and may, where the Monitor is satisfied that a Compensation Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such Compensation Claim Inquiry Form. Notwithstanding any other provision of this Order, any Compensation Claim Inquiry Form filed with the Monitor after the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable, may, in the reasonable discretion of the Monitor or subject to further Order of the Court, be deemed to have been filed on or before October 14, 2021, or the Third Party RHBP Claims Bar Date in the

case of Third Party RHBP Claims, and may be reviewed by the Monitor in accordance with the process set out in this Order.

Disputed Claims

23. **THIS COURT ORDERS** that if a Compensation Claimant disputes any of the Compensation Claim Information used to calculate its Compensation Claim, as set out in the Statement of Compensation Claim, the Compensation Claimant must file a Notice of Dispute with the Monitor on or before the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable.

23A. THIS COURT ORDERS that if a Third Party Employee is not included in the Statement of Compensation Claim sent to a Third Party or disputes any of the Compensation Claim Information used to calculate the portion of the Third Party RHBP Claim relating to such individual, as set out in the Statement of Compensation Claim delivered to the Third Party, the Third Party Employee shall advise the Third Party by no later than November 15, 2021, and such Third Party shall review such information and determine if a Notice of Dispute is to be filed with the Monitor. For greater certainty, all Notices of Dispute shall be filed on or before the Third Party RHBP Claims Bar Date.

24. **THIS COURT ORDERS** that any Notice of Dispute with respect to an individual Employee or Retiree shall be filed by such individual Employee or Retiree, as applicable. For greater certainty, the Unions shall not file a Notice of Dispute on behalf of their respective Employees or Retirees, as applicable. Notwithstanding the foregoing, the Monitor is permitted to provide the applicable Unions with summary information in respect of the Employee Claims as they relate to members of that Union.

25. **THIS COURT ORDERS** that if any Notice of Dispute with respect to the Third Party RHBP Claims shall be filed and responded to by the applicable Third Party on behalf of any Third Party Employees, and shall not be filed by individual Third Party Employees or the Unions on behalf of their members. If any Compensation Claimant does not file a Notice of Dispute in accordance with paragraph 23, then the Compensation Claim of such Compensation Claimant, shall be deemed to be a Proven Claim in the amount set out in the applicable Statement of Compensation Claim.

26. **THIS COURT ORDERS** that any Compensation Claimant that does not file a Notice of Dispute as provided for herein such that the Notice of Dispute is received by the Monitor on or before the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable: (a) shall be, and is hereby forever barred from asserting or enforcing against the Applicant any other Compensation Claim that is not set forth in the Statement of Compensation Claim, (b) shall not be entitled to vote at the applicable Creditors' Meeting in respect of the Plan, or to receive any payment or distribution thereunder, with respect to any other Compensation Claim, and (c) shall not be entitled to any further notice of, and shall not be entitled to participate as a Compensation Claimant in these proceedings with respect to any other Compensation Claim.

Resolution of Disputed Compensation Claims

27. **THIS COURT ORDERS** that in the event that a Notice of Dispute is received or deemed to be received by the Monitor prior to the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable (or such later date as the Court may otherwise direct), the Monitor, in consultation with the Applicant, shall attempt to resolve the dispute. If the dispute cannot be resolved within a reasonable period of time or in a manner satisfactory to the Applicant, the Monitor and the applicable Compensation Claimant, then paragraphs 35 to 39 of the Claims Process Order shall apply.

Adequacy of Compliance

28. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant, is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner and timing in which a Notice of Dispute delivered hereunder is completed and executed, and may, where the Monitor is satisfied that a Compensation Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such Notice of Dispute. Notwithstanding any other provision of this Order, any Notice of Dispute filed with the Monitor after the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable, may, in the reasonable discretion of the Monitor or subject to further Order of the Court, be deemed to have been filed on or before the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable, and may be reviewed by the Monitor in accordance with the process set out in this Order.

GENERAL

29. **THIS COURT ORDERS** that the Monitor and the Applicant shall attempt to identify all Duplicate Claims, and may at any time seek directions from the Court as to which Person or Persons shall be given sole or primary carriage with respect to the assertion of any Compensation Claim that is a Duplicate Claim, and with respect to the process and procedures for resolving Duplicate Claims.

30. **THIS COURT ORDERS** that, pursuant to clauses 7(1)(a) and 7(2)(d) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Monitor may collect and use Personal Information of the Employees, but only in a manner which is in all material respects identical to the prior use of such information by the Applicant or otherwise to the extent desirable or required to fulfill the Monitor's duties as are required by this Order or by this Court from time to time.

31. **THIS COURT ORDERS** that paragraphs 40 to 44 and 47 to 54 of the Claims Process Order shall apply to this Order, with any minor amendments that are necessary in respect of Compensation Claims.

SCHEDULE “A” COMPENSATION CLAIMS METHODOLOGY

1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Compensation Claims Process Order.
2. This Schedule sets out the methodology for calculating all Compensation Claims and includes without limitation, claims of ~~active~~Active Employees as of the date of the Compensation Claims Process Order (“**Active EmployeeEmployees**”), Employees whose employment with the Applicant was terminated by the Applicant or who received notice of termination of employment between the Filing Date and the date of the Compensation Claims Process Order (“**Terminated Employees**”), former employees whose employment with the Applicant ended on or before the Filing Date, other than Retirees (“**Former Employees**”) and retirees who retired from employment with the Applicant and were eligible to receive Registered Pension Plan payments or to make claims under the RHBP prior to the Filing Date (“**Retirees**”).
3. Any claim of Active Employees, Terminated Employees, Former Employees, or Retirees that is not a Compensation Claim must be filed in accordance with the Claims Process Order.
4. The methodology set out in this Schedule has primarily been based upon the provisions of applicable collective agreements, employment contracts, terms and conditions of employment, or internal policies. However, in the case of any difference as between this Schedule and any applicable agreement, contract or policy, the specific methodology set out in this Schedule shall govern.
5. The methodology set out in this Schedule has been established solely for the purpose of determining Compensation Claims within the Compensation Claims Process. For greater certainty, this methodology shall not otherwise be used to establish any precedent for future employee related entitlements following the emergence of LU from the CCAA proceeding.

Part I – Termination and Severance Claim Methodology

6. The methodology set forth in this Part I (the “**Termination and Severance Claim Methodology**”) shall be utilized to calculate termination and severance claims of Terminated Employees (“**Termination and Severance Claim**”).

A. LUFA and Academic Senior Leaders

7. The Termination and Severance Claims of Terminated Employees who were members of the bargaining unit set out in the collective agreement between LUFA and the Applicant (the “**LUFA CA**”) (the “**LUFA Terminated Employees**”) will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim: Subject to any cap or other limitations provided for herein, each LUFA Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:

- (i) 12 months' notice less working notice or pay in lieu of (the "**LUFA Notice Claim**"); plus
- (ii) 6 months base severance plus 1 month severance for each year of service (rounded to the nearest whole year) (the "**LUFA Severance Claim**");

(LUFA Notice Claim and LUFA Severance Claim together, the "**LUFA Notice and Severance Claim**").

- (b) Subject to any cap or other limitations provided for herein, no tenured LUFA Terminated Employees will receive less than 18 months LUFA Severance Claim.
- (c) Subject to any cap or other limitations provided for herein, LUFA Terminated Employees in their probationary period at the date of termination: i) with less than 3 years service will receive no less than 9 months LUFA Severance Claim; and ii) with 3 years or more service will receive no less than 18 months LUFA Severance Claim.
- (d) For purposes of the calculation of the LUFA Severance Claim, years of service shall be calculated for the period from the date of full-time LUFA employment to the date of termination for such LUFA Terminated Employee.
- (e) For purposes of the calculation of the LUFA Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination (being April 30, 2021 or May 15, 2021 as the case may be) for such LUFA Terminated Employee.
- (f) Notwithstanding any other provisions herein, a maximum or cap shall apply to the LUFA Severance Claim or any claims arising therein, being the number of months from the completion of the notice period as reflected by the LUFA Notice Claim to the month in which such LUFA Terminated Employee reaches age 65.
- (g) To the extent a LUFA Terminated Employee was hired on the basis of a limited term, the LUFA Notice and Severance Claim shall be calculated for the period from the date of termination to the original end date of the term.
- (h) The base salary to be utilized for calculating the LUFA Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUFA Terminated Employee as at April 30, 2021.
- (i) Employees who elected to retire pursuant to the Retirement Incentive Program set out in the LUFA Term Sheet and announced on March 28, 2021 (excluding those individuals who previously gave notice of retirement or resignation prior to electing to retire pursuant to the Retirement Incentive Program) are eligible for a LUFA Notice and Severance Claim as provided for herein.

- (j) LUFA Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 (including those that subsequently elected to retire pursuant to the Retirement Incentives Program) will have their LUFA Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (k) Recall Rights: To the extent a LUFA Terminated Employee is recalled for a permanent full time position during the CCAA Proceeding prior to the distribution of any amounts pursuant to a Plan, their LUFA Notice and Severance Claim will be reduced to any base salary for the period from the date of termination to the date of the recall.
- (l) Employee Benefits Claim: a claim for loss of all employee benefits including but not limited to, pension accruals, group insurance, medical, dental and similar benefits, but excluding RHBP, SuRP, and vacation pay (“**Employee Benefits**”) shall be calculated at a rate of 13.69% of the amount provided for in the LUFA Notice and Severance Claim.
- (m) Employee Overload Teaching Credits Claim: A claim for accrued and unpaid overload teaching credits as at the LUFA Terminated Employee’s date of termination calculated as follows:
 - (i) Total number of overload teaching credits existing as at April 30, 2021, pursuant to the books and records of the Applicant, multiplied by \$1,777.67 (\$5,333 for every three credits).
- (n) Other Employee Claims or Benefits: The calculation provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claim of the LUFA Terminated Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Pay Claim, Pre-Filing Grievance Claim or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of the LUFA Terminated Employee’s prior employment with, or termination from the Applicant, or any amendments to the terms and conditions of employment provided for in the LUFA Term Sheet (inclusive of the Pension Term Sheet dated April 7, 2021 (the “**Pension Term Sheet**”)), including amendments to the LUFA CA or the Registered Pension Plan.
- (o) Any RHBP Claim of a LUFA Terminated Employee shall be as provided for in the RHBP Claim Methodology section herein.
- (p) Any SuRP Claim of a LUFA Terminated Employee shall be as provided for in the SuRP Claim methodology section herein.
- (q) Any Vacation Claim of a LUFA Terminated Employee shall be as provided for in the Vacation Claim Methodology section herein.

- (r) Any Grievance Award Claim shall be as provided for in the Grievance Award Claim Methodology section herein.
- (s) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.
- (t) Any Employment/Professional/Research Allowances shall be zero as provided for in the Employment/Professional/Research Allowances Methodology section herein.

B. Academic Senior Leaders

- 8. The Termination and Severance Claims of Academic Senior Leaders, who had the right to return or join the faculty upon the termination of their appointment as an Academic Senior Leader (the “**Terminated Academic Senior Leaders**”) shall be calculated in accordance with the LUFA Termination and Severance Methodology above.

Administrative Leave — Terminated Academic Senior Leaders Claim

- 9. Terminated Academic Senior Leaders previously entitled to administrative leave based on the Senior Leaders Terms and Conditions with Laurentian University dated June 21, 2019 shall have an Administrative Leave Claim calculated as:
 - (a) the base salary for the period of their unused accrued academic leave as at April 30, 2021 (the “**Accrued Leave Period**”).
 - (b) the base salary to be utilized for calculating the Administrative Leave Claim shall be the base salary as at April 30, 2021 of the Terminated Academic Senior Leader.
 - (c) Benefits Claim: a claim for loss of Employee Benefits, calculated at the rate of 13.69% of the base salary for the Accrued Leave Period.

C. LUSU

- 10. The Termination and Severance Claims of Terminated Employees who were members of the bargaining unit set out in the collective agreement between LUSU and the Applicant (the “**LUSU CA**”) (the “**LUSU Terminated Employees**”) will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim: Subject to any cap or other limitations provided for herein, the LUSU Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:
 - (i) 2 months’ notice plus:
 - a) in the case of LUSU Terminated Employees with greater than twenty-five (25) years of service, one hundred (100) working days’ notice;

- b) in the case of LUSU Terminated Employees with greater than fifteen (15) years of service but less than twenty-five (25) years of service, eighty-eight (88) working days' notice;
- c) in the case of LUSU Terminated Employees with greater than ten (10) years of service but less than fifteen (15) years of service, sixty-six (66) working days' notice;
- d) in the case of LUSU Terminated Employees with greater than five (5) years of service but less than ten (10) years of service, forty-four (44) working days' notice; and
- e) in the case of LUSU Terminated Employees with less than five (5) years of service, twenty-two (22) working days' notice,

in all cases, less any working notice or pay in lieu of notice provided to any LUSU Terminated Employee (the "**LUSU Notice Claim**"); plus

- (ii) 3 months base severance plus 0.5 months severance for each year of service (rounded to nearest whole year), (the "**LUSU Severance Claim**");

(together, the LUSU Notice Claim and LUSU Severance Claim shall be referred to as the "**LUSU Notice and Severance Claim**").

- (b) For purposes of the calculation of the LUSU Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
- (c) For purposes of the calculation of the LUSU Severance Claim, years of service shall be calculated for the period from the continuous service date to the date of termination of such LUSU Terminated Employee plus the LUSU Notice Claim.
- (d) The base salary to be utilized for calculating the LUSU Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUSU Terminated Employee as at April 30, 2021.
- (e) LUSU Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 will have their LUSU Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (f) Recall Rights: To the extent a LUSU Terminated Employee is recalled for a permanent full time position during the CCAA Proceeding prior to the distribution of any amounts pursuant to a Plan, their LUSU Notice and Severance Claim will be reduced to any base salary from the period from the date of termination to the date of the recall.

- (g) Employee Benefits Claim. The LUSU Terminated Employees shall be entitled to an Employee Benefits Claim calculated at a rate of 17.72% of base salary for the maximum statutory notice period of 8 weeks less working notice. The LUSU Severance Claim shall be based on the base salary of such LUSU Terminated Employee as at April 30, 2021 and such LUSU Terminated Employee shall not be entitled to any other Employee Benefits Claim for the period of the LUSU Severance Claim or any Employee Benefits Claim in respect of any notice claim in excess of the statutory notice period, and/or as a result of their prior employment with or termination from Laurentian.
- (h) Other Employee Claims or Benefits. The calculation provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claims of the LUSU Terminated Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Pay Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of the LUSU Terminated Employee's prior employment with or termination from the Applicant, or any amendments to terms and conditions provided for in the LUSU Term Sheet (inclusive of the Pension Term Sheet), including amendments to the LUSU CA or the Registered Pension Plan.
- (i) Any RHBP Claim of a LUSU Terminated Employee shall be as provided for in the RHBP Claim Methodology section herein.
- (j) Any SuRP claim of a LUSU Terminated Employee shall be as provided for in the SuRP Claim Methodology section herein.
- (k) Any Vacation Claim of a LUSU Terminated Employee shall be as provided for in the Vacation Claim Methodology section herein.
- (l) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

D. LUAPS

- 11. The Termination and Severance Claims of Terminated Employees who were LUAPS Members (the "**LUAPS Terminated Employees**") will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim. Subject to any cap or other limitations provided for herein, the LUAPS Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:
 - (i) 6 months' notice less working notice or pay in lieu of (the "**LUAPS Notice Claim**"); plus
 - (ii) 3 months base severance plus 0.5 month severance for each year of service (rounded to the nearest whole year), (the "**LUAPS Severance Claim**")

LUAPS Notice Claim and LUAPS Severance Claim together, (the “**LUAPS Notice and Severance Claim**”).

- (b) For purposes of the calculation of the LUAPS Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
- (c) The base salary to be utilized for calculating the LUAPS Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUAPS Terminated Employee as at April 30, 2021.
- (d) LUAPS Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 will have their LUAPS Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (e) Impact of rehire: To the extent an employee is rehired during the CCAA Proceedings for a permanent full time position prior to the distribution of any amounts pursuant to a Plan, their LUAPS Notice and Severance Claim will be reduced to any base salary from the period from the date of termination to the date of the rehire.
- (f) Employee Benefits Claim. The LUAPS Terminated Employee shall be entitled to an Employee Benefits Claim calculated at a rate of 18.05% of base salary for the maximum statutory notice period of 8 weeks less working notice. The LUAPS Severance Claim and any Notice Claim in excess of the statutory notice period shall be based on only the base salary of such Terminated LUAPS Employee as at April 30, 2021, and the Terminated LUAPS Employees shall not be entitled to any other Employee Benefits Claim for the period of the LUAPS Severance Claim or Employee Benefits Claim in respect of any Notice Claim in excess of the statutory notice period and/or as a result of their prior employment with or termination from the Applicant.
- (g) Other Employee Claims or Benefits. The calculations provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claim of the LUAPS Terminated Employee. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of LUAPS Terminated Employee’s prior employment with or termination from the Applicant or any amendments to the terms and conditions of employment including those set out in the LUAPS Terms and Conditions, the Pension Term Sheet, including amendments to the Registered Pension Plan.
- (h) Any RHBP Claim shall be as provided for in the RHBP Claim Methodology section herein.

- (i) Any SuRP claim shall be as provided for in the SuRP/ISuRP Claim Methodology section herein.
- (j) Any Vacation Claim shall be as provided for in the Vacation Claim Methodology section herein.
- (k) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

E. Other Non-Unionized Employees and Executives

- 12. The Termination and Severance Claims of non-unionized Terminated Employees (other than LUAPS members) who were terminated or received notice of termination after the Filing Date (the “**Non-Unionized Terminated Employees**”) will be calculated in accordance with the Non-Unionized Terminated Employee’s employment agreement with the Applicant, or in the event that no employment agreement exists, in accordance with their common law entitlements or pursuant to the *Employment Standards Act* as outlined herein.
- 13. The Termination and Severance Claims of Non-Unionized Terminated Employees shall include and be calculated as follows:
 - (a) the amounts provided for in the Non-Unionized Terminated Employee’s employment agreement; or
 - (b) where there is no employment agreement, Termination and Severance Claims will be based on entitlements as assessed in accordance with common law taking into account the age, years of service, compensation and position of the Non-Unionized Terminated Employee

(the “**Non-Unionized Employees Termination and Severance Claim**”)
 - (c) For purposes of the calculation of the Non-Unionized Employees Termination and Severance Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
 - (d) The base salary to be utilized for calculating the Non-Unionized Employees Termination and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary as at April 30, 2021 of the Non-Unionized Terminated Employee.
 - (e) Employee Benefit Claims. The Non-Unionized Terminated Employee shall be entitled to an Employee Benefits Claim calculated at a rate of 18.05% of base salary for the maximum statutory notice period of 8 weeks less working notice. The Non-Unionized Termination and Severance Claim shall be based on only the base salary of such Non-Unionized Terminated Employee as at April 30, 2021, and the Non-Unionized Terminated Employees shall not be entitled to any other Employee Benefits Claim for the period of the Non-Unionized Employees Termination and

Severance Claim in excess of the statutory notice period and/or as a result of their prior employment with or termination from the Applicant.

- (f) Other Employee Claims or Benefits. The calculations provided for in this Termination and Severance Claim Methodology shall constitute the full entitlement owing to the Non-Unionized Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided in respect of any other employee benefits or claims in respect of Non-Unionized Employee's prior employment with or termination from the Applicant, or any amendments to terms and conditions of employment adopted by the Applicant including as set out in the Pension Term Sheet including amendments to the Registered Pension Plan.
- (g) Any Vacation Claim shall be as provided for in the Vacation Claim Methodology section herein.
- (h) Any RHBP Claim shall be as provided for in the RHBP Claim Methodology section herein.
- (i) Any SuRP Claim shall be as provided for in the SuRP Claim Methodology Section herein.
- (j) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

F. Active Employees

- 14. As appropriate, the Termination and Severance Claim Methodology will apply to Active Employees or employees who receive notice of termination subsequent to April 12, 2021 in the event that they become Terminated Employees as a result of termination of their employment without just cause, with such modifications to reflect the relevant date of termination, including salary as of the date of termination and working notice period, as applicable.

G. Salary Continuance

- 15. Where a Former Employee was party to a salary continuance or benefit continuance agreement with the Applicant as at the Filing Date, and such salary continuance or benefit continuance was stayed as a result of the CCAA Proceedings, such Former Employee shall be entitled to a Salary and/or Benefit Continuance Claim calculated as:
 - (a) In terms of a claim for salary continuance, the present value calculation of the remaining salary owing to the extent provided for in the salary continuance agreement discounted at a rate of 4% until the end of the period stated in the agreement.
 - (b) In terms of a claim for benefit continuance (including early retirement supplement), the present value calculation of the remaining benefits to the extent provided for in

the benefit continuance agreement discounted at a rate of 4% until the end of the period in the agreement and calculated based on the cost to LU of providing the benefit at the commencement of the period.

- (c) For either a Salary and/or Benefit Continuance Claim, only agreements with a remaining term greater than 2 years will be discounted. Agreements with a remaining term of less than 2 years will not be discounted.
- (d) For greater certainty, there shall be no Salary and/or Benefit Continuance Claim in respect of ongoing pension accrual on and after the Filing Date.

Part II – Vacation Claim Methodology

Vacation Claim – Terminated Employees

16. The methodology set forth in this Part II (the “**Vacation Claim Methodology**”) shall be utilized to calculate any potential vacation claims (“**Vacation Claims**”) of Terminated Employees.
17. Subject to the provisions herein, Terminated Employees shall be entitled to a Vacation Claim calculated as the daily base salary (determined by taking the base salary and dividing by 260) multiplied by the outstanding number of days of vacation that such Terminated Employee has accrued on or before the Filing Date in accordance with the collective agreement, employment agreement, LU terms and conditions or LU vacation policy for such employee, and not otherwise paid for and/or time taken for vacation purposes.
18. For LUFA Terminated Employees, the Vacation Claim shall be calculated as follows:
 - (a) no carry forward from the period prior to June 30, 2020 unless prior written approval provided in accordance with the collective agreement and/or Senior Leader Terms and Conditions; and
 - (b) vacation accrued from July 1, 2020 - January 31, 2021, less amounts/time take during this time period.
19. For LUSU Terminated Employees, LUAPS Terminated Employees and Non-Unionized Terminated Employees, the Vacation Claim shall be calculated as follows:
 - (a) the vacation entitlement earned in the period from July 1, 2019 to June 30, 2020,
 - (b) plus vacation accrued from July 1, 2020 to January 31, 2021,
 - (c) less amounts / time taken subsequent to July 1, 2020.
20. The base salary to be utilized for calculating the Vacation Claim shall be the base salary of the Terminated Employee as at April 30, 2021.

21. If an Employee resigns or retires after the Filing Date and during the duration of the CCAA Proceedings, any vacation entitlements accruing prior to the Filing Date and owing to the Employee during the CCAA Proceedings shall be dealt with in accordance with this Vacation Claim Methodology.

Post Filing Vacation Pay

22. Any vacation pay accrued from and/or payable after the Filing Date to the date of termination (the “**Post CCAA Vacation Period**”) has been paid to Terminated Employees as of July 9, 2021, and as such no Vacation Claim exists for the post filing time period.
23. Where it was determined by the Applicant and Monitor that the Terminated Employee, after the Filing Date, used more vacation time than they had accrued during the Post CCAA Vacation Period, the Vacation Claim shall be reduced accordingly by the number of vacation days taken in excess of the vacation entitlement accrued for the Post CCAA Vacation Period.

Part III — RHBP Claim Methodology

24. The methodology set forth in this Part III (the “**RHBP Claim Methodology**”) shall be utilized to calculate any Compensation Claims related to the termination of the RHBP (“**RHBP Claims**”).

RHBP Claims — LU Retirees

25. LU Retirees or the surviving spouses of LU Retirees who, as of April 30, 2021, had an entitlement to benefits under the RHBP will have a RHBP Claim calculated as follows:

the present value as at April 30, 2021 based on the Maximum Annual Benefit permitted for the Retiree, for i) if the primary member is still living - the greater of the number of years remaining to age 90 or 3 years, or ii) if the primary member is deceased, the remaining benefit term for the surviving spouse being 2 years from the date of death of the primary member, using a discount rate of 4%.

26. The Maximum Annual Benefits to be utilized for purposes of the RHBP Claim shall be based upon the current maximum annual benefits as follows, adjusted going forward for an annual increase of 1.7%:

- (a) LUFA Members: \$1,587/\$977 for family plan and single plans, respectively;
- (b) LUSU Members: \$1,373/\$686 for family plan and single plans, respectively;
- (c) LUAPS Members: \$1,587/\$977 for family plan and single plans, respectively;
- (d) Executives Members: \$1,587/\$977 for family plan and single plans, respectively;
- (e) Non-Unionized Employees: \$1,373/\$816 for family plan and single plans, respectively;

(f) Third Party Employees: \$1,587/\$977 for family plan and single plans, respectively.

27. For greater ~~clarity~~certainty, LU Retirees do not include ~~retirees of any Third Parties~~Party retirees.

RHBP Claims – Terminated Employees

A. LU Terminated Employees

28. For LU Terminated Employees who were eligible to receive benefits under the RHBP as of April 30, 2021, as outlined below, the RHBP Claim will be calculated using the same methodology as the LU Retirees using the date of termination as the commencement of their benefit term.
29. To be eligible to receive benefits under the RHBP as of April 30, 2021, LU Terminated Employees must have met the following criteria:
- (a) LU Terminated Employees must have made at least 15 years of contributions to the RHBP; and
 - (b) LU Terminated Employees must be at least 55 years of age as of April 30, 2021.
30. For LU Terminated Employees who were not eligible to receive benefits under the RHBP as of April 30, 2021 as outlined above, the RHBP Claim for such LU Terminated Employees will be zero.
31. For greater ~~clarity~~certainty, LU Terminated Employees do not include terminated employees of any Third Parties.

B. Active LU Employees

32. For LU Active Employees, who are not LU Terminated Employees or LU Retirees, and were eligible to receive benefits under the RHBP as of April 30, 2021 as outlined below, the RHBP Claim will be calculated using the same methodology as the LU Retirees.
33. For greater certainty, to be eligible to receive benefits under the RHBP as of April 30, 2021, LU Active Employees must have met the following criteria:
- (a) LU Active Employees must have made at least 15 years of contributions to the RHBP; and
 - (b) LU Active Employees must be at least 55 years of age as of April 30, 2021.
34. The RHBP Claim for LU Active Employees is based on the assumption that age 65 is the commencement of the benefit term for LUFA Members and Senior Leadership Members (as defined in the Registered Pension Plan) and that age 62 is the commencement of the benefit term for all other Active Employees.

35. For LU Active Employees who were not eligible to receive benefits under the RHBP as of April 30, 2021 as outlined above, the RHBP Claim for such LU Active Employees will be zero.
36. For greater clarity, LU Active Employees do not include active employees of any Third Parties.
37. Former Employees: for greater certainty there shall be no RHBP Claim in respect of Former Employees other than LU Retirees as set out above.

€-RHBP Claims - Third Parties

38. ~~The methodology with respect to Third Party RHBP Claims continues to be under discussion among LU and the Third Parties and will be subject to further Order of the Court.~~ For the purposes of this Methodology, Huntington University, Thorneloe University, University of Sudbury, Sudbury Neutrino Observatory Laboratory, Mining Innovation Rehabilitation and Applied Research Corporation, and Centre for Excellence in Mining Innovation shall be referred to individually as a “Third Party” and collectively as the “Third Parties”. References to Active Employees, Terminated Employees, Former Employees, and Retirees in this section of the Methodology, shall refer to the current and former employees of the relevant Third Party employer in each case.
39. The treatment of the Third Party RHBP Claims in this Methodology is entirely without prejudice and does not constitute any acknowledgment or admission of liability or obligation of any kind by LU, the Third Parties, or their respective directors and officers, to any Third Party Employee for any matter or thing whatsoever; provided, however, that, subject to paragraph 40, LU shall not assert any claims against a Third Party in respect of any Third Party RHBP Claim or any payment or distribution made or to be made by LU (whether under a Plan or otherwise) in respect of a Third Party RHBP Claim, including any claim for contribution or indemnity.
40. All other claims relating to the RHBP (the “Other RHBP Claims”), if any, shall be dealt with in the claims process commenced pursuant to the Claims Process Order. For greater certainty, the granting of the Compensation Claims Process Order and the approval of this Methodology shall be without prejudice to the Other RHBP Claims. LU and its directors and officers shall not be entitled to rely on *res judicata* or issue estoppel arising from the Compensation Claims Process Order or this Methodology in respect of the Other RHBP Claims. Notwithstanding the foregoing, paragraphs 39 and 40 shall be without prejudice to any position by LU, if applicable, that the quantification of the Other RHBP Claims be reduced as a result of any payments or distributions made or to be made by LU in respect of a Third Party RHBP Claim.

A. Retirees of the Third Parties

41. The determination of a RHBP Claim in respect of a Retiree of a Third Party or the surviving spouse of a Retiree of a Third Party shall be made using the same methodology for LU Retirees in paragraphs 25 to 26 of this Methodology.

B. Terminated Employees of the Third Parties

42. The determination of a RHBP Claim in respect of a Terminated Employee of a Third Party shall be made using the same methodology for LU Terminated Employees in paragraphs 28 to 30 of this Methodology.

C. Active Employees of the Third Parties

43. The determination of a RHBP Claim in respect of an Active Employee of a Third Party shall be made using the same methodology for LU Active Employees in paragraphs 32 to 37 of this Methodology.

D. RHBP Claims by the Third Parties on behalf of Third Party Employees

44. Each of the Third Parties shall be entitled to a Third Party RHBP Claim on behalf of their respective Third Party Employees in an amount that is the greater of:

- (a) the total amount of RHBP contributions received by the Applicant from the Third Party and on behalf of the Third Party's employees during the administration of the RHBP, net of any RHBP contributions refunded by the Applicant to the Third Party;

Less

the aggregate amount of RHBP benefits paid to the Third Party retirees or surviving spouses on or prior to the Filing Date; and

- (b) the aggregate amount of all RHBP Claims calculated in respect of Retirees, Terminated Employees, and Active Employees of the Third Party, in accordance with paragraphs 41, 42, and 43 of this Methodology.

45. For greater certainty, Third Party RHBP Claims in respect of a Third Party Employee's entitlements pursuant to the RHBP may only be made by a Third Party on behalf of its Third Party Employees. Third Party Employees shall not be entitled to a Third Party RHBP Claim against the Applicant directly. The making and administration of Third Party RHBP Claims by a Third Party on behalf of a Third Party Employee in accordance with the Compensation Claims Process Order and this Methodology does not constitute a determination by the Court of any Third Party liability or responsibility in respect of the RHBP and does not constitute any acknowledgment or admission of liability or obligation on any kind by a Third Party in respect of the RHBP.

46. For greater certainty in respect of the calculation of a Third Party RHBP Claim pursuant to paragraph 44(b) of this Methodology, where a Retiree (or surviving spouse of a Retiree), Terminated Employee, or Active Employee of a Third Party is not eligible for benefits under the RHBP as at April 30, 2021 as determined in accordance with paragraphs 41 to 43 of this Methodology, the Third Party shall not be entitled to receive a Third Party RHBP Claim on behalf of such Third Party Employee and such Third Party Employee shall not be entitled to receive any amounts that may be paid or distributed to a Third Party in respect

of a Third Party RHBP Claim, calculated in accordance with this Methodology, whether under a Plan or otherwise.

47. Subject to paragraph 40 of this Methodology, except as provided in paragraph 44, the Third Parties shall not be entitled to any further amounts in respect of a Third Party RHBP Claim of any kind, including but not limited to arising from any contributions or payments made by the Third Party to the RHBP or to the Applicant for the purposes of the RHBP, regardless of the source or timing of same.

Part IV — SuRP Claim Methodology

48. ~~39.~~ The methodology set forth in this Part IV (the “**SuRP Claim Methodology**”) shall be utilized to calculate any Compensation Claim related to the termination of the SuRP (“**SuRP Claims**”).

A. Retirees and Former Employees

49. ~~40.~~ For Retirees who were entitled to receive SuRP benefits under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the Retiree shall be entitled to a SuRP Claim calculated as follows:

the present value of: (i) the annual payment amount due under the SuRP as determined by Eckler Ltd., Laurentian’s SuRP actuary, in accordance with the terms of the Laurentian University Supplemental Retirement Plan text, and (ii) the number of payment years remaining, calculated using a discount rate consistent with the interest rates (the “Select” and “Ultimate” rates calculated based on the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values) used by Eckler Ltd. for purposes of converting the Retiree’s pension streams to an immediate lump sum payment as at the individual’s retirement date.

50. ~~41.~~ For Former Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the SuRP Claim will be calculated using the same methodology as the LU Terminated Employees described below.

B. LU Terminated Employees

51. ~~42.~~ For LU Terminated Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the SuRP Claim will be calculated by Eckler Ltd. on a lump sum basis, based on a settlement date of April 30, 2021. In particular, the SuRP Claim is equal to the difference between the value that would have been paid from the Registered Pension Plan if the income tax limits applicable to registered pension plans did not apply, and what would be actually payable from the Registered Pension Plan. The assumptions used to calculate the value of the SuRP Claim are:

- (i) The member’s age at April 30, 2021;

- (ii) Interest rates used to convert the pension to an immediate lump sum: 1.9% for 10 years; 3.5% thereafter;
- (iii) Inflation rates used for pension escalation adjustments: 1.1% for 10 years; 2.0% thereafter;
- (iv) Mortality Table: CPM2014 with generational projection using improvement scale CPM-B (60% male / 40% female);
- (v) Form of pension: lifetime with 10-year guarantee;
- (vi) Pension commencement age: 50% probability that pension will commence at the age that maximizes the commuted value; 50% probability that pension will commence at the earliest age at which the member would be entitled to an unreduced lifetime pension;
- (vii) The maximum registered pension allowed under the *Income Tax Act* is assumed to increase by 2.1% for 10 years; 3.0% thereafter.

52. ~~43.~~ For greater clarity, this calculation represents the SuRP entitlement that has been earned, if any, as of April 30, 2021 based upon years of service and earnings as of April 30, 2021 utilizing the maximum registered pension plan income tax limit as forecast for the year the LU Terminated Employee attains age 62.

C. Active Employees

53. ~~44.~~ For Active Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as of April 30, 2021, the SuRP Claim will be calculated using the same methodology as the LU Terminated Employees.

D. Individual Supplemental Pension Claim Methodology

54. ~~45.~~ For a Former Employee or Active Employee entitled to a SuRP under the terms of an individual contract of employment (ISuRP), the individual shall be entitled, in addition to any SuRP Claim described above, to a further SuRP claim calculated as follows:

- (a) For a Former Employee, the ISuRP entitlement calculated as at the Former Employee's last day of employment, as determined by Eckler Ltd. in accordance with the terms and conditions of the individual employment agreement of the Former Employee, plus interest at 1.7% per annum to the Filing Date;
- (b) For an Active Employee, the ISuRP entitlement earned based on earnings and service credited as at April 30, 2021 as determined by Eckler Ltd. in accordance with the terms and conditions of the individual employment agreement of the Active Employee.

Part V – Grievances Award Claim Methodology

55. ~~46.~~Laurentian and LUFA, with the assistance of the Monitor and Mediator/Arbitrator William Kaplan, have reviewed all Grievances filed by LUFA in respect of any matter that is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date, or arising as a result of the restructuring of the Applicant prior to the date of this Order, including for greater certainty any grievance related to the Union Restructuring Agreements (“**Pre-Filing Grievances**”).
56. ~~47.~~All Pre-Filing Grievances have been resolved and/or a process agreed to have the Pre-Filing Grievances determined.
57. ~~48.~~Where Pre-Filing Grievances have resulted in monetary Claims to be allocated to an individual LUFA Member pursuant to Awards/Settlements as a result of the resolution process set out above, such individual shall have a Grievance Award Claim as awarded / allocated.

Part VI - Section 33 Claims / Other Union Claims / Changes to Future Compensation

58. ~~49.~~This Compensation Claims Methodology sets out all Compensation Claims arising as a result of the restructuring of the Applicant that may be made by Active Employees, Terminated Employees, Former Employees and Retirees.
59. ~~50.~~For greater certainty, no further Compensation Claims exist, including but not limited to : (i) claims by the Unions pursuant to section 33 of the CCAA, (ii) any concessions provided/amendments to collective agreements negotiated during the CCAA, or (iii) any changes to policies or terms of employment of any Active Employees, Terminated Employees, Former Employees and Retirees.

Part VII – Pension Plan Claim

60. ~~51.~~No Compensation Claims exist in respect of amendments made to the Registered Pension Plan for any Person.
61. ~~52.~~No Compensation Claims exist in respect of the administration of commuted value payments, including the payment of commuted values in installments, under the Registered Pension Plan.

Part VIII - Employment / Professional / Research Allowances

62. ~~53.~~Carry-forward, accrued but unused Employment/Professional/Research Allowances as at April 30, 2021 have been reduced to zero in accordance with the LUFA Term Sheet and LU amended policy. For Active Employees, Allowances accruing thereafter may be used during the course of employment in accordance with the LUFA Term Sheet and/or changes to existing terms and conditions of employment. In respect of Active, former or Terminated Employees, or Active Employees terminated during the course of the CCAA Proceedings, no Compensation Claims exist in respect of accrued but unused Employment / Professional

/ Research Allowances as of April 30, 2021, or in respect of any time period prior to the individual's date of termination.

SCHEDULE “B”

FORM OF STATEMENT OF COMPENSATION CLAIM

**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

STATEMENT OF COMPENSATION CLAIM

[Date]

Personal & Confidential

[Name]

[Colleague Number]

[Mailing Address]

THIS DOCUMENT CONTAINS IMPORTANT LEGAL AND PERSONAL INFORMATION. YOU MUST READ IT CAREFULLY AND REVIEW THE INFORMATION CONTAINED HEREIN. IF THE PERSONAL INFORMATION AND DESCRIPTION OF YOUR COMPENSATION CLAIMS ARE CORRECT, YOU DO NOT NEED TO TAKE ANY ACTION. HOWEVER, IF THE PERSONAL INFORMATION OR DESCRIPTION OF YOUR COMPENSATION CLAIMS IS INCORRECT, YOU MUST FILE A NOTICE OF DISPUTE WITH THE MONITOR BY NO LATER THAN **OCTOBER 14, 2021, OR IN THE CASE OF A THIRD PARTY RHBP CLAIM, BY NO LATER THAN NOVEMBER 26, 2021.**

Laurentian University of Sudbury ("LU") filed for protection under the *Companies' Creditors Arrangement Act* (CCAA) on February 1, 2021 and Ernst & Young Inc. was appointed as the Monitor. Capitalized terms used in this Statement of Compensation Claim that are not otherwise defined have the meaning ascribed to such terms in the Compensation Claims Process Order and the Sixth Report of the Monitor, copies of which are available on the Monitor's Website at www.ey.com/ca/Laurentian.

Your Compensation Claim Amount

The table below lists your Compensation Claims based on the application of the Compensation Claim Methodology approved by the Court to your Compensation Claims Information set out below. Details of the Compensation Claim Methodology are set forth in Schedule “A” to the Compensation Claims Process Order, which can be found on the Monitor’s Website noted above.

If you believe your Compensation Claim Information (set out below) is not accurate or that you have a Compensation Claim that is not listed herein, you must file a Notice of Dispute with the Monitor by **5:00 p.m. (Eastern Time) on October 14, 2021 (the “Compensation Claims Bar Date”) or, if you have a Third Party RHBP Claim, by 5:00 p.m. (Eastern Time) on November 26, 2021 (the “Third Party RHBP Claims Bar Date”), at the address set forth below.** For greater certainty, you are only permitted to dispute your Compensation Claim Information and you are not required to calculate the amount of your Compensation Claim. If you do not return a completed Notice of Dispute by the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable, your Compensation Claim will be deemed to be a Proven Claim in the amount set out in your Statement of Compensation Claim, and you will be forever barred from asserting or enforcing against the Applicant any other Compensation Claim that is not set out in the Statement of Compensation Claim.

A copy of the Notice of Dispute is attached to the Compensation Claims Process Order as Schedule “E”.

The calculation of Compensation Claims is determined by the Compensation Claims Methodology approved by the Court and is not subject to dispute.

Please note that your Compensation Claim amount does not represent the actual payment you will receive. Since LU is in CCAA proceedings, any payments on account of Compensation Claims will be paid pursuant to a Plan, which will determine the amount, form and timing of distributions on account of your Compensation Claim and is subject to creditor and Court approval. At this point, the details and timing of the filing of a Plan is unknown, but you will receive further information during the claims process to keep you up to date.

The Compensation Claim Amount is calculated as of the date of this statement and is subject to adjustment in accordance with the Compensation Claims Methodology.

Your total Compensation Claim amount is: \$ [▶]

Your total Compensation Claim is comprised of the following:

Claim Description	Your Claim Amount
Termination and Severance, including Employee Benefits	
Employee Overload Teaching Credits	
Administrative Leave	
Salary/Benefit Continuance	
Vacation	
RHBP / Third Party RHBP	
SuRP	
ISuRP	
Grievances Award	
Pension Plan Claim	Nil
Other Employee Claims	Nil

Employment/Professional/Research Allowances Claim	Nil
Other Union Claims	Nil

If you have questions regarding your Compensation Claims or the Notice of Dispute, please contact the Monitor at:

ERNST & YOUNG INC.

Court-appointed Monitor of Laurentian University of Sudbury
100 Adelaide Street West, PO Box 1

Toronto, Ontario

Canada M5H 0B3

Attention: Laurentian University Claims

Telephone: 1-888-338-1766 / 1-416-943-3057

E-mail: LaurentianUniversity.monitor@ca.ey.com

Website: <http://www.ey.com/ca/Laurentian>

Compensation Claim Information

Your Compensation Claim Information as set out below is based on LU's records and is used in calculating your Compensation Claim.

Please carefully review this Compensation Claim Information.

1. **If the information is correct:** No further action is required from you. Your Compensation Claim(s) will be calculated based on this information.
2. **If you have any changes or corrections to the information:** You must return a Notice of Dispute to the Monitor with your changes, including any additional Compensation Claims, clearly marked and enclose any applicable supporting documentation you have relating to the changes. If necessary, use an additional piece of paper to describe your changes.

If you do not return a completed Notice of Dispute by the Compensation Claims Bar Date or, if you have a Third Party RHBP Claim, the Third Party RHBP Claims Bar Date, then your Compensation Claim shall be deemed to be a Proven Claim in the amount set out in the Statement of Compensation Claim and you will be forever barred from asserting or enforcing against the Applicant any other Compensation Claim that is not set forth in the Statement of Compensation Claim.

If changes to your Compensation Claim Information in the Notice of Dispute are accepted by the Monitor and results in a change to the Statement of Compensation Claim, a Revised Statement of Compensation Claim will be generated and provided to you.

If changes in your Notice of Dispute are not accepted by the Monitor, the Monitor may, in its sole discretion, on notice to you, refer the dispute to a Claims Officer for determination or bring the dispute before the Court for determination. For further information regarding the resolution of claims, please refer to the Compensation Claims Process Order and the Claims Process Order on the Monitor's website.

Line #	Compensation Claim Information	Details per LU Records
Former and Current Employee Claimants		
1	Name	
2	Colleague Number	
3	SIN	
4	Female or Identify as Female	
5	Date of Birth	
6	Continuous Service Start Date	
7	Title Position	
8	Tenure Type (LUFA only)	
9	Base Salary as of April 30, 2021	
10	Current Employment Status with LU	
11	Last Employment Date at LU	
12	Termination Notice Date	
13	Resignation or Retirement Notice Date, Limited Term End Date, Permanent Recall date	
14	Union/Pay Class Group	
15	Employee Overload Teaching Credits Accrued	
16	Total Accrued Administrative Leave (weeks)	
17	Salary Continuance Remaining Term as of February 1, 2021	
18	Salary Continuance Payment per Term	
19	Benefit Continuance Remaining Term as of February 1, 2021	
20	Benefit Continuance – Benefits Entitled to	
21	Vacation carryforward days from July 1, 2019 to June 30, 2020	
22	Annual Vacation Entitlement (days) during July 1, 2020 to January 31, 2021	
23	Vacation days / pay taken from July 1, 2020 to Jan 31, 2021	
24	Years contributed to RHBP	
25	RHBP Plan Type (Single/Family)	
26	Surviving Spouse or Dependent of Retiree	
27	Retiree Date of Death	
28	SuRP Type (Retirees)	
29	SuRP entitlement (Retirees)	
30	Remaining term of SuRP (Retirees)	
31	ISuRP lump sum entitlement	
32	Total Employee Grievances Awards	
33	Grievance Identification Numbers	
34	Pension Plan Claim	Nil
35	Other Employee Claims	Nil
36	Employment/Professional/Research Allowances Claim	Nil
Third Party Claimants Only		

37	Third Party RHBP Contributions up to February 1, 2021	
38	Third Party RHBP Claims Paid up to February 1, 2021	
<u>38A</u>	<u>Aggregate amount of all Third Party RHBP Claims, calculated in accordance with paragraphs 41 to 43 of the Methodology</u>	
Union Claimants Only		
39	Total Union Grievances Awards	
40	Grievance Identification Numbers	
41	Total Other Union Claims	

A summary of the categories and data points included on your Compensation Claim Information Statement as well as some additional details of each line item are listed below.

Line #	Personal Information	Description
Former and Current Employee Claimants		
1	Name	Full Legal Name
2	Colleague Number	Employee ID number
3	SIN	Social Insurance Number
4	Female or Identify as Female	Female or identify as Female (Yes or No)
5	Date of Birth	Date of Birth (DD/MM/YYYY)
6	Continuous Service Start Date	The date you started as a full time equivalent at LU
7	Title Position	The title of your position at LU
8	Tenure Type (LUFA only)	Tenured or Probationary
9	Base Salary as of April 30, 2021	Base salary as of April 30, 2021
10	Current Employment Status with LU	As applicable, active, terminated, retired, resigned or recalled
11	Last Employment Date at LU	Last date of employment if terminated, retired or resigned
12	Termination Notice Date	If applicable, the date noted on termination notice
13	Resignation or Retirement Notice Date, Limited Term End Date, Permanent Recall date	If applicable, the date you provided notice of resignation or retirement or the date your limited term position was ending, or date of Permanent recall
14	Union/Pay Class Group	LUFA, LUSU, LUAPS, Sr. Leader, Non-Union, Part-Time, Grant Funded, or Executive
15	Employee Overload Teaching Credits Accrued	Amount of banked overload teaching credits accrued as of April 30, 2021 (Terminated Only)
16	Total Accrued Administrative Leave (weeks)	The number of weeks of administrative leave accrued as of April 30, 2021 (Terminated Employees Only)
17	Salary Continuance Remaining Term as of February 1, 2021	The remaining number of months of salary continuance you are entitled to receive as of February 1, 2021 per Salary Continuance Agreement
18	Salary Continuance Payment per Term	The monthly amount of salary continuance you are entitled to receive per Salary Continuance Agreement
19	Benefit Continuance Remaining Term as of February 1, 2021	The remaining number of months of benefit continuance you are entitled to receive as of February 1, 2021 per Salary Continuance or Benefit Continuance Agreement
20	Benefit Continuance – Benefits Entitled to	The benefits you are entitled to receive at LU's cost (i.e. extended medical, dental, life, early retirement supplement, etc.)
21	Vacation carryforward days from July 1, 2019 to June 30, 2020	The total number of unused vacation days earned during the period July 1, 2019 to June 30, 2020 approved to be carryforward
22	Annual Vacation Entitlement (days) during July 1, 2020 to January 31, 2021	The total number of vacation days you earned during the period July 1, 2020 to Jan 31, 2021

23	Vacation days / pay taken from July 1, 2020 to Jan 31, 2021	The number of vacation days you took from July 1, 2020 to January 31, 2021
24	Years contributed to RHBP	The number of years you made a contribution to the RHBP up to December 31, 2020
25	RHBP Plan Type (Single/Family)	The RHBP plan type you are registered for
26	Surviving Spouse or Dependent of Retiree	Are you the surviving spouse or dependent of a Retiree? (Yes or No)
27	Retiree Date of Death	If you are the spouse or dependent of a Retiree, what is the date of death of the Retiree?
28	SuRP type (Retirees)	Annual SuRP Payments or Lump Sum Payment
29	SuRP entitlement (Retirees)	The amount of SuRP payment you receive annually or lump sum SuRP payment outstanding
30	Remaining term of SuRP (Retirees)	The remaining number of years you are entitled to receive the SuRP payment as of February 1, 2021
31	ISuRP lump sum entitlement	The amount of ISuRP you are entitled to
32	Total Employee Grievances Awards	The sum of all settled or awarded grievances in respect of pre-filing or Restructuring Grievances
33	Grievance Identification Numbers	The Grievances related to the amount awarded
34	Pension Plan Claim	Claim in respect of amendments to the Registered Pension Plan or administration of commuted value payments.
35	Other Employee Claims	Any other Employee Claims.
36	Employment/Professional/Research Allowances Claim	Claim in respect of carryforward, accrued but unused Employment/Professional/Research Allowances as of April 30, 2021
Third Party Claimants Only		
37	Third Party RHBP Contributions	Total net RHBP contributions paid to LU (employer and employee portion) up to February 1, 2021
38	Third Party RHBP Claims Paid	Total RHBP claims paid on behalf of Third Party up to February 1, 2021
Union Claimants Only		
39	Total Union Grievances Awards	The sum of all settled or awarded grievances relating to pre-filing or Restructuring Grievances
40	Grievance Identification Numbers	The Grievances related to the amount awarded
41	Total Other Union Claims	Any other Union Claims.

SCHEDULE “C”

COMPENSATION CLAIM INQUIRY FORM

**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

COMPENSATION CLAIM INQUIRY FORM

Laurentian University of Sudbury ("LU") filed for protection under the *Companies' Creditors Arrangement Act* (CCAA) on February 1, 2021 and Ernst & Young Inc. was appointed as the Monitor. Capitalized terms used in this Compensation Claim Inquiry Form that are not otherwise defined have the meaning ascribed to them in the Compensation Claims Process Order and the Sixth Report of the Monitor, copies of which are available at: <https://www.ey.com/ca/laurentian>.

On August 17, 2021, LU commenced a process to determine any and all Compensation Claims that current or former employees, including retirees, may have against LU. As part of that process, the Monitor, with the assistance of LU, has sent Statements of Compensation Claim to all known Compensation Claimants, based on the books and records of the Applicant.

You are encouraged to review the Sixth Report and the Compensation Claims Process Order in their entirety to better understand the Compensation Claims Process and whether or not you have a Compensation Claim against the Applicant.

If you have not received a Statement of Compensation Claim, but you believe that you have a Compensation Claim, the Compensation Claims Process permits you to complete this Compensation Claim Inquiry Form and deliver it to the Monitor (at the address set forth below) by no later than October 14, 2021.

Upon receipt of your Compensation Claim Inquiry Form, the Monitor, with the assistance of LU and any relevant Union, will review the Compensation Claim Inquiry Form and attempt to determine whether you have a Compensation Claim. Any determination of a Compensation Claim will be in accordance with the Compensation Claims Methodology approved in the Compensation Claims Process Order. Following such determination, the Monitor will provide you with a Statement of Compensation Claim indicating your Compensation Claim, if any.

If you have not received a Statement of Compensation Claim from the Monitor and fail to submit a Compensation Claim Inquiry Form to the Monitor by October 14, 2021, you will be forever barred from asserting any Compensation Claim against LU.

In order to allow the Monitor to determine whether you have a Compensation Claim, please fill out the following chart:

Name	
Colleague Number	
SIN	
Female or Identify as Female	
Date of Birth	
Continuous Service Start Date	
Last Employment Date at LU	
Title or Position	
Union Group (if applicable)	
Mailing Address	
Email Address	

Please tick the box which best describes your current relationship with LU:

- ☐ **Active Employee**
☐ **Terminated during CCAA**
☐ **Retiree and Other Former Employee**

Please submit your completed form to the Monitor at the following address:

ERNST & YOUNG INC.

Court-appointed Monitor of Laurentian University of Sudbury
 100 Adelaide Street West, PO Box 1
 Toronto, Ontario
 Canada M5H 0B3

Attention: Laurentian University Claims

Telephone: 1-888-338-1766 / 1-416-943-3057

E-mail: LaurentianUniversity.monitor@ca.ey.com

Website: <http://www.ey.com/ca/Laurentian>

**SCHEDULE “D”
NOTICE FOR PUBLICATION TO EMPLOYEE CLAIMANTS**

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**
 (“LU” or the “Applicant”)

**NOTICE OF THE COMPENSATION CLAIMS PROCESS AND COMPENSATION
CLAIMS BAR DATE FOR THE APPLICANT IN THE CCAA PROCEEDINGS**

NOTICE IS HEREBY GIVEN that, pursuant to an Order of the Court dated August 17, 2021 (the "**Compensation Claims Process Order**"), a claims process has been commenced for the purpose of identifying and determining certain claims against the Applicant. Capitalized terms under this Notice that are not otherwise defined herein have the meaning ascribed to them in the Compensation Claims Process Order (a copy of which is available on the Monitor's Website).

PLEASE TAKE NOTICE that the claims process applies to Claims, as described in the Compensation Claims Process Order. The claims process has called for *Compensation Claims, Claims of an Employee arising from the administration, management or oversight of any plans or employee benefit plans, Section 33 Claims, Grievance Claims and other Employee claims*. Any Compensation Creditor who has not received a Statement of Compensation Claim and who believes that he or she has a Claim against the Applicant, under the Compensation Claims Process Order must submit a completed Compensation Claim Inquiry Form with the Monitor in order to obtain a Statement of Compensation Claim.

THE COMPENSATION CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on October 14, 2021. This bar date applies to Compensation Claimants who dispute the Compensation Claim Information used to calculate their Compensation Claim. The Notice of Dispute must be completed and filed with the Monitor using the procedures required in the Compensation Claims Process Order so that they are received by the Monitor on or before the Compensation Claims Bar Date.

HOLDERS OF CLAIMS WHO DO NOT FILE A NOTICE OF DISPUTE BY THE COMPENSATION CLAIMS BAR DATE, OR ANY PERSON THAT DOES NOT SUBMIT A COMPENSATION CLAIM INQUIRY FORM ON OR BEFORE OCTOBER 14, 2021 SHALL BE FOREVER EXTINGUISHED AND BARRED FROM CHANGING THEIR CLAIM OR ASSERTING THEIR CLAIMS AGAINST THE APPLICANT OR THE DIRECTORS AND OFFICERS OF THE APPLICANT.

CREDITORS REQUIRING INFORMATION or Compensation Claim documentation may contact the Monitor. The Monitor's contact details for additional information relating to the Initial Order, the CCAA Proceedings, or the Compensation Claims Process is:

Ernst & Young Inc.
Court-appointed Monitor of Laurentian University of Sudbury
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Hotline: 1-888-338-1766 / 1-416-943-3057
Email: LaurentianUniversity.monitor@ca.ey.com
Website: <http://www.ey.com/ca/Laurentian>

SCHEDULE “E”
NOTICE OF DISPUTE

**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

NOTICE OF DISPUTE

Please review your Compensation Claim Information contained in your Statement of Compensation Claim. This is your opportunity to correct any errors of your Compensation Claim Information applicable to your Compensation Claim.

1. If the information is correct: You do not have to do anything more in respect of this information or to establish your claim. Your Compensation Claim as set out in your Statement of Compensation Claim will be accepted in the CCAA proceedings based on this information.
2. If you dispute any of the Compensation Claim Information used to calculate your Compensation Claim, as set out in the Statement of Compensation Claim you must return this Notice of Dispute to the Monitor (using the contact information listed below) with your changes, including any additional Compensation Claims, clearly marked and enclose any applicable supporting documentation you have relating to the revisions. If necessary, use an additional piece of paper to describe your changes.

If you do not return a Notice of Dispute by October 14, 2021 at 5:00 p.m. (Eastern Time) (the “**Compensation Claims Bar Date**”) or, if you have a Third Party RHBP Claim, by 5:00 p.m. (Eastern Time) on November 26, 2021 (the “**Third Party RHBP Claims Bar Date**”), then your Compensation Claim shall be deemed to be a Proven Claim in the amount set out in the Statement of Compensation Claim and you will be forever barred from asserting or enforcing against the Applicant any other Compensation Claim that is not set forth in the Statement of Compensation Claim.

If changes to your Compensation Claim Information in the Notice of Dispute are accepted by the Monitor and results in a change to the Statement of Compensation Claim, a Revised Statement of Compensation Claim will be generated and provided to you.

If changes in your Notice of Dispute are not accepted by the Monitor, the Monitor may, in its sole discretion, on notice to you, refer the dispute to a Claims Officer for

determination or bring the dispute before the Court for determination. For further information regarding the resolution of claims, please refer to the Compensation Claims Process Order and the Claims Process Order on the Monitor's website.

Line #	Personal Information	Details per LU Records	Correction, if any
Former and Current Employee Claimants			
1	Name		
2	Colleague Number		
3	SIN		
4	Female or Identify as Female		
5	Date of Birth		
6	Continuous Service Start Date		
7	Title Position		
8	Tenure Type (LUFA only)		
9	Base Salary as of April 30, 2021		
10	Current Employment Status with LU		
11	Last Employment Date at LU		
12	Termination Notice Date		
13	Resignation or Retirement Notice Date, Limited Term End Date, Permanent Recall date		
14	Union/Pay Class Group		
15	Employee Overload Teaching Credits Accrued		
16	Total Accrued Administrative Leave (weeks)		
17	Salary Continuance Remaining Term as of February 1, 2021		
18	Salary Continuance Payment per Term		
19	Benefit Continuance Remaining Term as of February 1, 2021		
20	Benefit Continuance – Benefits Entitled to		
21	Vacation carryforward days from July 1, 2019 to June 30, 2020		
22	Annual Vacation Entitlement (days) during July 1, 2020 to January 31, 2021		
23	Vacation days / pay taken from July 1, 2020 to Jan 31, 2021		
24	Years contributed to RHBP		

25	RHBP Plan Type (Single/Family)		
26	Surviving Spouse or Dependent of Retiree		
27	Retiree Date of Death		
28	SuRP Type (Retirees)		
29	SuRP Rntitlement (Retirees)		
30	Remaining Term of SuRP (Retirees)		
31	ISuRP lump sum entitlement		
32	Total Employee Grievances Awards		
33	Grievance Identification Numbers		
34	Pension Plan Claim		
35	Other Employee Claims		
36	Employment/Professional/Research Allowances Claim		
Third Party Claimants Only			
37	Third Party RHBP Contributions		
38	Third Party RHBP Claims Paid		
38A	<u>Aggregate amount of all Third Party RHBP Claims, calculated in accordance with paragraphs 41 to 43 of the Methodology</u>		
Union Claimants Only			
39	Total Union Grievances Awards		
40	Grievance Identification Numbers		
41	Total Other Union Claims		

If you believe you are entitled to an Other Employee Claim or other Union Claim, please describe the type of claim in the box below. Provide any supporting documentation to support the claim.

I, _____ (Name) confirm that the correction(s) stated above are correct and agree with the supporting documentation attached.

The Monitor can use this email address, _____ for future communication.

Signature: _____

ERNST & YOUNG INC.

Court-appointed Monitor of Laurentian University of Sudbury
100 Adelaide Street West, PO Box 1

Toronto, Ontario

Canada M5H 0B3

Attention: Laurentian University Claims

Telephone: 1-888-338-1766 / 1-416-943-3057

E-mail: LaurentianUniversity.monitor@ca.ey.com

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**

Court File No. CV-21-00656040-00CL

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

Proceedings commenced at Toronto

**AMENDED COMPENSATION CLAIMS PROCESS
ORDER**

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

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Email: dkharland@tgf.ca

Tel: 416-304-1616

Lawyers for the Applicant

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**

Court File No. CV-21-00656040-00CL

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

Proceedings commenced at Toronto

ORDER
**(Amending the Compensation Claims
Process Order)**

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

D.J. Miller (LSO# 344393P)

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Mitchell W. Grossell (LSO# 69993I)

Email: mgrossell@tgf.ca

Andrew Hanrahan (LSO# 78003K)

Email: ahanrahan@tgf.ca

Derek Harland (LSO# 79504N)

Email: dharland@tgf.ca

Tel: 416-304-1616

Lawyers for the Applicant