

**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**

AFFIDAVIT OF ABIR SHAMIM

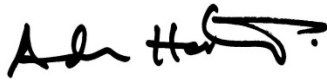
(Sworn on November 14, 2022)

I, ABIR SHAMIM, of the City of Mississauga, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am an Articling Student with Koskie Minsky LLP ("**KM**"), lawyers for Thorneloe University in these proceedings.
2. Now shown to me and attached hereto as **Exhibit "A"** is a News Release dated May 3, 2021 sent by email from Laurentian University at 11:45 AM EDT to the parties on its Communications List.
3. Now shown to me and attached hereto as **Exhibit "B"** is a letter dated May 3, 2021 sent by email on behalf of Dr. John Gibaut, the President of Thorneloe University at 4:57 PM EDT to the parties on Thorneloe University's Service List.

4. Now shown to me and attached hereto as **Exhibit "C"** is the Collective Agreement between the Laurentian University Faculty Association and the Board of Governors of Thorneloe University 2017 to 2020, dated January 16, 2018.

SWORN remotely by Abir Shamim of the City of Mississauga, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 14, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



A Commissioner for taking Affidavits, etc.

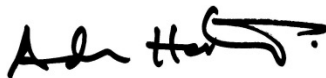
LSO #31885W



ABIR SHAMIM

This is **Exhibit "A"**

referred to in the Affidavit of Abir Shamim
sworn before me this 14th day of November, 2022.

A handwritten signature in black ink, appearing to read "Adi H...", with a stylized flourish at the end.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

LSO #31885W

----- Forwarded message -----

From: **Communications Communications** <communications@laurentian.ca>

Date: Mon, 3 May 2021 at 11:45

Subject: News Release: Court upholds termination of Federation Agreements | Communiqué : La Cour entérine la résiliation des ententes de Fédération

To: Communications Communications <communications@laurentian.ca>

Le français suit.

Court upholds termination of Federation Agreements between Laurentian University and the University of Sudbury, Thorneloe University and Huntington University

Sudbury, Monday May 3, 2021 -- On Sunday May 2, 2021 at 10:00 pm, following two separate days of court hearings on April 29 and 30, Chief Justice Geoffrey B. Morawetz and Madame Justice Cory Gilmore delivered their separate brief decisions with regards to Laurentian University “Laurentian” and the termination of the Federation Agreements “Agreements.”

These decisions uphold the termination notices issued by Laurentian on April 1, 2021 under the Companies’ Creditors Arrangement Act (CCAA). The effect of the Court decisions is that the Federation Agreement that previously existed between Laurentian and each of the federated universities is terminated. More detailed reasons in support of their decisions will be issued at a later date.

“Laurentian respects the historic legacy of each of the federated universities and will continue to do so in future, but it

was necessary to terminate the contractual relationship and the funding arrangements for the sake of Laurentian's survival. We are grateful to all stakeholders for their passion expressed in various ways through the CCAA process to date and we are committed to working together to complete the restructuring process," said Dr. Robert Haché, President Laurentian University. "We are ready to welcome our new first year students and returning students in September, with a clearer path forward."

All Spring courses offered and taught at Laurentian will continue in the ordinary course. Spring courses that were previously taught at Huntington University and University of Sudbury were previously cancelled, other than Gerontology and six Indigenous Studies courses for which special arrangements were made with Laurentian and which will continue. All other Spring courses previously taught by any of the Federated Universities, including Thorneloe University, will no longer be counted for credit towards a Laurentian degree. These courses include: Ancient Studies (ANCS), Religious Studies (RSLT) and Women's Gender and Sexuality Studies (WGSX).

For Huntington University, the Transition Agreement previously negotiated with Laurentian on a consensual basis will now be implemented and pursuant to this agreement, Laurentian will be teaching the Gerontology courses in the Spring term, in the Fall term and thereafter. Huntington will continue to operate its residence and administration building on campus, through arrangements made with Laurentian.

Students in affected programs are encouraged to reach out to Dr. Joël Dickinson, Faculty of Arts, at arts@laurentian.ca to discuss the next steps in their academic path forward.

La Cour entérine la résiliation des ententes de Fédération liant l'Université Laurentienne, l'Université de Sudbury, l'Université Thorneloe et l'Université Huntington

Sudbury, le lundi 3 mai 2021 — Le dimanche 2 mai 2021, à 22 h 00, après deux jours d'audience, les 29 et 30 avril, le juge en chef Geoffrey B. Morawetz et la juge Cory Gilmore ont rendu chacun leur décision relativement à la résiliation par l'Université Laurentienne (la « Laurentienne ») de ses ententes de fédération.

Ces décisions maintiennent les avis de fin d'entente émis par la Laurentienne le 1er avril 2021 en vertu de la Loi sur les arrangements avec les créanciers des compagnies (LACC). La décision de la Cour a pour effet de mettre fin à l'Entente de fédération qui avait, jusque-là, lié la Laurentienne avec chacune des universités fédérées. La Cour émettra plus tard les motifs détaillés de la décision des deux juges.

« La Laurentienne respecte l'héritage historique de chacune des universités fédérées et continuera de le faire à l'avenir, mais il était nécessaire de mettre fin à la relation contractuelle et aux ententes de financement pour assurer la survie de la Laurentienne. Nous sommes reconnaissants envers toutes les parties prenantes pour la passion qu'elles ont démontrée de diverses façons dans le cadre de la procédure menée jusqu'ici en vertu de la LACC, et nous sommes déterminés à travailler ensemble pour mener à terme le processus de restructuration », a déclaré le recteur de l'Université Laurentienne, M. Robert Haché. « Nous sommes prêts à accueillir nos nouveaux étudiants de première année et ceux qui reviendront en septembre, en ayant une idée plus claire de l'avenir qui nous attend. »

Tous les cours du printemps offerts et enseignés à l'Université Laurentienne se poursuivront normalement, comme à l'habitude. Les cours de la session du printemps donnés par les universités de Huntington et de Sudbury avaient déjà été annulés, sauf en gérontologie et pour les six cours d'études autochtones pour lesquels des dispositions spéciales avaient été prises avec l'Université Laurentienne. Tous les autres cours de la session de printemps, jusque-là enseignés par l'une des universités fédérées, y compris par l'Université Thorneloe, ne seront plus crédités en vue de l'obtention d'un diplôme de la Laurentienne. Il s'agit des cours suivants : Ancient Studies (ANCS), Religious Studies (RSLT) et Women's Gender and Sexuality Studies (WGSX).

Dans le cas de l'Université Huntington, l'entente de transition négociée antérieurement de façon consensuelle avec l'Université Laurentienne sera maintenant mise en œuvre et, conformément à celle-ci, l'Université Laurentienne enseignera sur son campus les cours de gérontologie, à compter du printemps. L'Université Huntington continuera d'exploiter sa résidence et son immeuble administratif sur le campus, aux termes des ententes conclues avec l'Université Laurentienne.

Les étudiants inscrits dans les programmes concernés sont invités à contacter Mme. Joël Dickinson, Ph. D., de la Faculté des Arts, à l'adresse arts@laurentian.ca pour discuter des prochaines étapes de leur parcours universitaire.

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Communications

Laurentian University | Université Laurentienne
t. 705-675-1151, ext. 3612 or 4064 | poste 3612 ou 4064



935 chemin du Lac Ramsey Lake Road
Sudbury ON P2E2C6



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Dr John Gibaut

President, Provost and Vice-Chancellor
Director of the School of Theology
Thorneloe University
Sudbury, Ontario
Canada



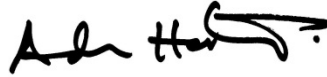
THORNELOE
UNIVERSITY

We acknowledge the Robinson-Huron Treaty of 1850 and recognize that Thorneloe University is located on the traditional lands of the Atikameksheng Anishnawbek.

Nous sommes situés sur le territoire couvert par le Traité Robinson-Huron de 1850 et reconnaissons qu'il s'agit des terres traditionnelles des Premières Nations d'Atikameksheng Anishnawbek et de Wahnapiatae.

This is **Exhibit "B"**

referred to in the Affidavit of Abir Shamim
sworn before me this 14th day of November, 2022.

A handwritten signature in black ink, appearing to read "Adi H...", with a stylized flourish at the end.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

LSO #31885W

----- Forwarded message -----

From: **Jessica Lamirande** <jx_lamirande@laurentian.ca>

Date: Mon, 3 May 2021 at 16:43

Subject: Spring Courses at Thorneloe University

To: <info@thorneloe.ca>

Cc: <jlamirande@thorneloe.ca>, John Gibaut <jgibaut@laurentian.ca>, <jgibaut@thorneloe.ca>

Thank you for registering for a course at Thorneloe University, and for your trust in our programs and courses.

As you know, Laurentian University successfully terminated its federation agreement with Thorneloe, despite our challenge in court. That means that Laurentian students may no longer study at Thorneloe. Today, Laurentian University cancelled all our courses, including those scheduled for this Spring semester.

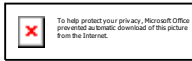
We thank you for your support for our Women's, Gender and Sexuality Studies (WGSX), Ancient Studies (ANCS), and Religious Studies (RLST) Departments. For those students who have taken our courses, we are grateful for the opportunity to have been part of your studies at Laurentian. We hope that what you learned at Thorneloe will continue to shape and inform your lives into the future.

Thank you for having been part of the Thorneloe community. Our students are our pride and joy, and we will not forget you.

John

Dr John Gibaut

President, Provost and Vice-Chancellor
Thorneloe University at Laurentian
935 Ramsey Lake Road
Sudbury, Ontario
P3E 2C6
Canada

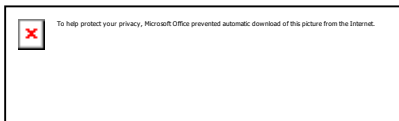


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Jessica Lamirande

Pronouns: She/Her | Pronoms: Elle/Sa

Executive Secretary
Thorneloe University at Laurentian
Ramsey Lake Road
Sudbury ON P3E 2C6



Follow us on [Twitter](#)

Web: thorneloe.ca

Phone: (705) 673-1730 or 1-866-846-7635 ext. 0 or 100

Fax: (705) 673-4979

PLEASE NOTE: If sending mail to the President, Dr. John Gibaut, please send to president@thorneloe.ca

CONFIDENTIALITY NOTE - This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately. Thank you.

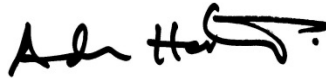
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CONFIDENTIALITY NOTE - **AVIS: COURRIEL CONFIDENTIEL.**

You can view the confidentiality terms at <https://laurentian.ca/confidentiality>. Notre avis de confidentialité est disponible au site <https://laurentienne.ca/avis>

This is **Exhibit "C"**

referred to in the Affidavit of Abir Shamim
sworn before me this 14th day of November, 2022.

A handwritten signature in black ink, appearing to read "Ad H...", with a stylized flourish at the end.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

LSO #31885W

COLLECTIVE AGREEMENT

between

**the Laurentian University
Faculty Association**

and

**the Board of Governors
of Thorneloe University**

2017–2020

- c. the President approves the request, such approval not to be unreasonably withheld. The parties agree that, when a replacement would be required, the Employer's inability to find a suitable replacement would not be considered unreasonable grounds for denial of the request.
- 4.85.2 All other provisions related to the benefits of the Member, including pension contributions, shall be subject to a written agreement endorsed by the Employer, the Association, and the Member.
- 4.85.3 Members who use this option shall remain Members of the Bargaining Unit, notwithstanding the definition of Member as per Article 1.15.1 e.
- 4.85.4 For the application of tenure, promotion and leave policies, periods of part-time service shall be pro-rated in accordance with the reduction in workload.

ARTICLE 4.90 – PATENTS

- 4.90.1 The Employer waives, disclaims and abandons any interest in or claims to any invention, improvement, design or development made by a Member(s).

ARTICLE 4.91 – COPYRIGHT

4.91.1 Copyright vested in the Member

Except where copyrightable materials are commissioned by the Employer, or produced for assessment, grading, report or correspondence pursuant to the Member's normal administrative duties within the University, the copyright to all forms of written, artistic, and recorded works shall be retained by the Member(s) responsible for the origination of the materials. Such materials shall not be published, licensed, or released in any way, or amended, edited, cut, or in any way altered, without the written consent of the Member(s) holding copyright. The holder(s) of the copyright shall have the complete rights to the proceeds of its exploitation.

4.91.2 Copyright vested in the Employer

Unless otherwise specified by agreement in writing between the originator(s) and the Employer, the copyright to materials directly commissioned by the Employer shall rest with the Employer. Any additional compensation to the Member(s) arising from the commission, any shared distribution of the costs of production, and any shared distribution of any proceeds arising from exploitation of the copyright, shall be agreed in writing between the Member(s) and the Employer.

ARTICLE 4.95 – PROFESSIONAL ALLOWANCE

4.95.1 Eligibility

Each full-time Member, including those on sabbatical or study leave, shall be eligible to receive a professional allowance for each academic year, such allowance to be spent for expenses related to approved academic research or professional purposes. Such an allowance will be cumulative over two (2) academic years.

In addition, each full-time Member serving in the roles of Department and Program Chair, Registrar, and BFA Coordinator/Academic Advisor shall be eligible for enhanced professional allowances.

THE TERMS OF THIS AGREEMENT HAVE BEEN APPROVED

BY

THE BOARD OF GOVERNORS OF

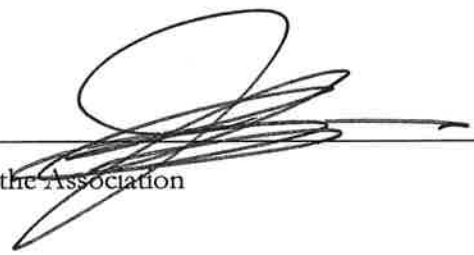
THORNELOE UNIVERSITY

AND

THE LAURENTIAN UNIVERSITY

FACULTY ASSOCIATION

DATED AT Sudbury, Ontario this 16th day of JANUARY, 2018.



for the Association

for the Board

» **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-21-656040-00CL

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF ABIR SHAMIM
(SWORN ON NOVEMBER 14, 2022)**

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Lawyers for Thorneloe University