

THE CANADIAN BAPTIST PENSION PLAN
(the Plan)

Effective Date of the Plan: January 1, 1962

Effective Date of Restated Plan Text: July 1, 2012 (or as otherwise stated)

Signed at: Mississauga on the 4 day of June, 2015

CANADIAN BAPTIST MINISTRIES

Per: Sam Chase

Name: Sam Chase
please print

Title: Executive Director

Per: Rob Juckett

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please print

Title: Director Administration

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Introduction

The primary purpose of the Plan is to provide periodic payments to Members after retirement and until death, with respect to employment with the Employer.

The Plan is a defined contribution or money purchase type plan and is financed by a pension fund administered in accordance with Applicable Legislation.

Contributions made to the Plan are accumulated in individual Member accounts and all benefits under the Plan are determined by reference to each Member's vested accumulated contributions.

The Employer, as defined on the face page, has final authority for all interpretations of the Plan provisions.

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Section I - Definitions

Throughout this document all male terms include the female terms and singular includes the plural unless otherwise stated.

Anniversary Date means January 1 of each year following the Effective Date.

Applicable Legislation means the Ontario Pension Benefits Act and Regulations, the Income Tax Act (Canada) and the regulations thereunder, the administrative rules of the federal tax authority and any other federal or provincial legislation applicable to registered pension plans.

Continuous, where referring to employment or membership, means a Member's period of uninterrupted employment with the Employer, in Canada and outside of Canada, and/or membership in the Plan, without regard to any periods of temporary suspension of employment or membership that do not exceed 52 consecutive weeks.

Except for the purposes of determining eligibility and/or vested rights, periods of temporary suspension of employment shall not include any period during which a person is a 'connected person' as defined in the Income Tax Act (Canada) and the Regulations thereunder.

Earnings means the remuneration paid to the employee by the Employer during a Plan Year.

For the purposes of determining contributions to the Plan, Earnings include base earnings, housing allowance, if applicable, or value of housing provided.

For the purposes of determining the Pension Adjustment of a Member for whom contributions continue during an 'eligible period of temporary absence' or a 'period of disability' as defined in Applicable Legislation, a 'prescribed amount' as defined under Regulation 8507 of the Income Tax Act (Canada) will be included in Earnings. Such 'prescribed amount' will be equal to the Earnings being paid to the Member at the commencement of the period of absence or disability and upon which such contributions are being based. Pursuant to Regulation 8507 (2) and (3) of the Income Tax Act (Canada), there is a lifetime maximum of eight years of prescribed compensation for qualifying periods, with no more than five years for periods that are not parenting.

For the purposes of determining the Pension Adjustment of a Member who is a connected person, Earnings exclude prescribed amounts for eligible periods of reduced pay or temporary absence.

For the purposes of determining the Pension Adjustment of a Member who is employed outside of Canada by the Employer, Earnings includes only those amounts accepted by the federal tax authority as compensation from the Employer under Applicable Legislation.

Employer means Canadian Baptist Ministries, Convention of Atlantic Baptist Churches, Canadian Baptists of Ontario and Quebec, Canadian Baptists of Western Canada, Union d'Églises baptistes françaises au Canada, and a Church, Board, Institution or Society established by or affiliated with one or more of the foregoing bodies.

Expense Recovery Account (ERA) means an account established under the Funding Agreement and maintained for the purpose of paying expenses associated with the governance of the Plan.

Fund means the assets of the Plan held under the terms of the Funding Agreement for the purpose of providing pension and other benefits under the Plan.

Funding Agreement means any agreement or agreements now or hereafter entered into between the Employer and the life insurance company, the trust company, individual trustees or any combination thereof designated by the Employer, establishing and maintaining the Fund.

Latest Retirement Date with respect to a Member or the Spouse of a Member means the date, as prescribed by Applicable Legislation, on which payment of retirement benefits to a Member, or annuity payments to a Spouse due to the death of the Member, must commence.

Member means an employee who has been enrolled in the Plan and is entitled to its benefits and privileges. An active Member is accruing benefits from ongoing contributions to the Plan. An inactive Member has terminated employment with the Employer or is no longer eligible for membership in the Plan but has benefits maintained under the Plan.

Normal Retirement Date (NRD) means the first day of the month coincident with or next following the Member's 65th birthday.

Pension Adjustment means the amount reported by the Employer, representing a total of all Pension Credits accumulated by a Member in a taxation year.

Pension Credits means all contributions to the Plan with respect to a Member plus reallocated amounts, if any, in a calendar year.

Plan Administrator means the Employer. The Plan Administrator decides all matters with respect to the operation, administration and interpretation of the Plan and shall be responsible for the duties designated in accordance with Applicable Legislation.

Plan Year means, for the first Plan Year, the period beginning on the Effective Date and ending the day preceding the Anniversary Date. Subsequent Plan Years shall be 12 months in length commencing on the Anniversary Date.

Spouse means, except where otherwise indicated in the Plan or under Applicable Legislation, the person who

- (a) is married to the Member, or,
- (b) is not married to the Member but is and has been living with the Member
 - (i) in a conjugal relationship continuously for a period of not less than 3 years, or
 - (ii) in a conjugal relationship of some permanence if the spouse and the Member are the natural or adoptive parents of a child, both as defined in the Family Law Act.

Spouse does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

NOTE: Spousal rights/obligations may be affected when the Member and the Member's Spouse are living separate and apart at the relevant time.

Vested Value means the value of the Member's account representing his required contributions, voluntary contributions and/or transfers if any, vested Employer contributions, including reallocated amounts if any, and associated interest, gains and losses.

YMPE means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan or the Quebec Pension Plan.

Section II - Joining the Plan

Eligibility Requirements

The Plan is available to permanent employees of the following participating employers:

- (a) Canadian Baptist Ministries, the Conventions and Unions,
- (b) Member Churches of the Conventions and Unions,
- (c) Partner organizations approved by the Conventions and Unions such as Baptist Women, theological schools, camps and specialty ministries, and
- (d) Pastors and chaplains employed by a parachurch organization (such as a hospital, Christian ministry or prison) that do not offer a pension plan where:
 - The pastor or chaplain must hold accreditation with a Convention/Union, and
 - The parachurch organization must be approved by the Convention/Union and received a participating employer by Canadian Baptist Ministries

Employee Class	Waiting Period	Participation in the Plan is
Ministry Leaders, such as pastors, chaplains, executive and management staff and professors	nil	voluntary
Support Staff, such as church administrators, secretarial clerical staff and custodial staff	1 year of Continuous employment	voluntary

The Employer may waive the eligibility requirement for an employee provided the waiver does not contravene any Applicable Legislation.

Enrolment

An eligible employee must complete the enrolment form provided by the Plan Administrator to join the Plan.

An employee who is eligible to participate on a voluntary basis may join the Plan at any time after completing the waiting period for eligibility.

Membership

- A Member who is employed on a less than full-time basis and remains in Continuous employment will not cease to be a Member if his Earnings drop below 35% of the YMPE or he works less than 700 hours in a calendar year.
- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member, who remains in Continuous employment, may elect to suspend contributions to the Plan for a period of time then lift the suspension and recommence contributions. Employment and membership will continue to his credit during the suspension.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

Schedule of Required Contributions

Employee Class	Member Required Contributions	Employer Required Contributions
All employees	6% of Earnings	match Member's contribution

Member Required Contributions are made through payroll deduction, according to the above schedule, and commence the first pay period following the date the Member joins the Plan.

Member Voluntary Contributions (VCs) may be made on a regular and/or lump sum basis, through payroll deduction, by giving written notice to the Plan Administrator.

A Member is not permitted to withdraw VCs while in Continuous employment.

Transfers to the Plan from a retiring allowance, or from another registered pension plan, a registered retirement savings plan, a deferred profit sharing plan or any other registered plan or arrangement in accordance with Applicable Legislation, are acceptable. Locked-in transfer amounts will be administered in accordance with Applicable Legislation. For the purposes of this Plan, non-locked-in transfers are considered VCs.

Employer Required Contributions are made, according to the above schedule, on behalf of each Member, and commence the first pay period following the date the Member joins the Plan.

Employer required contributions during a maternity, parental, emergency leave or other special leave permitted by Applicable Legislation must continue if a Member elects to continue his required contributions during the leave.

Employer required contributions during a leave of absence due to an injury sustained while at work must continue if a Member elects to continue his required contributions, for the duration of the leave or a shorter period as determined by the Employer, subject to the minimum period required by Applicable Legislation.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the earlier of the date the Member elects to cease making contributions, terminates employment or starts receiving pension payments under the Plan.

The Minimum Employer Contribution will in no event be less than 1% of the total pensionable earnings of all employees who are active Members of the Plan during such Plan Year.

The Maximum Allowable Contribution with respect to a Member, in any taxation year, is the amount determined in accordance with the Plan as registered and may not result in a Pension Adjustment for the Member for the year exceeding the lesser of

- (a) 18% of the Member's Earnings from the Employer for the year, and
- (b) the money purchase limit for the calendar year, as defined in the Income Tax Act (Canada).

Any contribution in excess of the Pension Adjustment limit or any contribution which may cause the revocation of registration will be returned to the contributor, subject to prior approval by the regulatory authorities, if required by Applicable Legislation.

Remittance of Contributions

Employer contributions will be remitted for deposit to the Member's account within 30 days of the end of the month for which they are payable. Member contributions will be remitted for deposit to the Member's account within 30 days of the end of the month in which they are deducted from the Member's pay or received by the Employer.

Catch-up contributions

In accordance with the approval of the federal tax authority, if it is determined by the Employer that an error has occurred in the calculation of the contributions or the interpretation of the Plan, such that all or a portion of Employer or Member contributions that should have been made to the Plan during a Plan Year were not made, then additional contributions ("Catch-up Contributions") may be made by the Employer and/or the Member in the manner determined by the Employer, until such time the error has been corrected. Such Catch-up Contributions will be subject to the limits set out in "The Maximum Allowable Contribution" paragraph above.

Investment of Contributions

The assets held under the Funding Agreement will be invested subject to the requirements of any Applicable Legislation.

Investment Earnings on Contributions

Investment earnings on contributions will consist of interest, gains and losses as attributed to the investments to which the contributions have been directed under the Funding Agreement, less any fees or expenses related to the operation of the investments or the Plan as outlined in the section on Other Administration Provisions.

Investment earnings will be credited not less frequently than monthly, with effect from the day on which the contribution is credited to the Member's account. For the purposes of determining the benefit entitlement for a Member, investment earnings will be credited to each Member's account up to and including the day immediately preceding the day on which such benefit is paid or commences to be paid.

Section IV - Vesting and Locking-In

Vesting

Vesting refers to a Member's entitlement to Employer contributions made on the Member's behalf. A Member is unconditionally entitled to the portion of the Member's account arising from contributions he makes to the Plan. Employer contributions are immediately vested with no minimum membership or service requirement.

Locking-In

Required contributions are subject to locking-in and must be used to provide retirement income payable to the Member for his lifetime. Member required contributions and Employer required contributions to the Plan are immediately locked-in.

Locking-In Exceptions

Locking-in does not apply to VCs.

Unlocking Benefits

Shortened Life Expectancy

If a licensed physician certifies that an inactive Member has a mental or physical disability that is likely to shorten his life expectancy to less than two years, the inactive Member, with his Spouse's consent, if applicable, may apply to the Plan Administrator to unlock the Vested Value of his account.

Small Benefits

On termination of employment or retirement, if (a) the annual pension provided by the Vested Value of a Member's account at NRD, or (b) the Vested Value of a Member's account, is less than the amount prescribed in Applicable Legislation, and all requirements under Applicable Legislation are satisfied, a Member's account may be unlocked.

In the event of marriage or relationship breakdown, if the amount to which the former Spouse is entitled qualifies as a small benefit, the amount may be unlocked.

Vested Value for the purposes of this provision does not include VCs, if any.

Section V - Benefits on Termination of Employment

Contributions for a Member cease upon his termination of employment. The settlement options for a Member who terminates employment will be in accordance with the section defining Benefit Settlement Options and subject to Applicable Legislation.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him within 30 days of notice of the Member's termination of employment.

Section VI - Benefits on Retirement

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him 60 days prior to his retirement.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Spouse	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Spouse *, **	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse at the date the pension payments began until the Spouse's death

* A Member is not required to elect a joint and survivor pension if, at the first payment date of the Member's pension, he is living separate and apart from the person who meets the definition of Spouse.

** If on the first payment date of the Member's pension the Member has both a Spouse to whom he is married but from whom he is living separate and apart, and a Spouse with whom he is living in a conjugal relationship in accordance with (b) of the definition of Spouse, the form of pension to be paid to the Member must be a joint and survivor pension with the latter Spouse.

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. The election must be in writing and the eligible Spouse, if any, must have filed a waiver of entitlement to survivor benefits in the prescribed format and manner within the 12 month period immediately prior to the date payments are to commence.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time within the 10-year period prior to his NRD.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse, beneficiary or estate, as applicable, within 30 days of receipt of advice of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account.	<ul style="list-style-type: none">• the Spouse *, or• the designated beneficiary (if no Spouse exists or the Spouse has executed the prescribed waiver), or• the Member's estate (if no beneficiary has been designated or no such beneficiary survives).
Death after pension payments commence	the remaining guaranteed payments, if applicable **	<ul style="list-style-type: none">• the designated beneficiary, or• the estate (if no beneficiary has been designated or no such beneficiary survives).

* If on the date of death the Member had both a Spouse to whom he was married but from whom he was living separate and apart, and a Spouse with whom he was living in a conjugal relationship in accordance with (b) of the definition of Spouse, the pre-retirement death benefit is payable to the latter Spouse.

** In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse, if living, will become entitled to receive the survivor pension for the rest of the Spouse's life. Should both the Member and the Spouse die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Spouse

The settlement options available to a Spouse are the same as those available to a Member for non-locked-in benefits on termination of employment and are outlined in the section defining Benefit Settlement Options.

In the event a life annuity with a guarantee period is elected by the Spouse, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse's Latest Retirement Date. If beyond the Spouse's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Waiver of Entitlement to Death Benefits

A Spouse may waive entitlement to death benefits under the Plan by completing the form prescribed by Applicable Legislation. If waived, the death benefit will be paid to the Member's designated beneficiary, or to the Member's estate if a beneficiary has not been designated.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to a locked-in retirement account as prescribed under Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

If the Spouse is entitled to a death benefit under the Plan and has not made an election after 90 days, the Spouse may be deemed to have elected settlement in the form of an immediate annuity.

Section IX - Other Administration Provisions

Administration and Account Servicing Fees

The fees associated with investment management and Plan administration will be reflected in the value of Member account balances. Charges applicable to Member account servicing may be the responsibility of the Employer or the Member. Details are available from the Plan Administrator upon request.

Notwithstanding the above, an inactive Member may be responsible for all charges associated with Plan membership.

Expenses related to Plan governance may be paid by fees periodically collected from the Member's account and deposited in the ERA until withdrawn.

Determination on Basis of Sex

The sex of an individual shall not be taken into account when determining:

- eligibility for membership in the Plan,
- the amount of any contributions required to be paid by a Member, or
- any benefit payable under the Plan derived from contributions to the Plan on or after January 1, 1987.

Disclosure

The Plan Administrator will provide a written description of the Plan provisions, together with an explanation of the rights and obligations of a Member of the Plan, to each employee who is, or is likely to become eligible or required to join the Plan.

A written explanation of any amendments shall be provided to any Member or other person entitled to payment from the Plan and impacted by such change.

Subject to privacy legislation, information prescribed by Applicable Legislation shall be provided to:

- a Member
- the Spouse of a Member
- any person entitled to a payment under the Plan
- the authorized agent of any such Member, Spouse or person entitled to payment under the Plan
- the representative of a trade union that represents the Members of the Plan

and shall include but is not limited to:

- an annual statement of benefits and contributions
- a statement of benefits on termination of employment or membership in the Plan and any options available with respect to such benefits, and on request, an updated statement
- a statement of the options available on retirement and subsequently a statement of retirement benefits
- a statement of the amount and method of payment of any benefits and options on death
- a statement of benefits, contributions and options on termination of the Plan.

On written request, such information may include copies of Plan related documents including but not limited to:

- the Plan text and amendments and any previous versions of such documents,
- the application for registration of the Plan or of an amendment to the Plan,
- any other document filed with respect to the Plan and the Fund, and

- any correspondence between the provincial or federal legislative authorities, as applicable, and the Employer, except personal information relating to a Member.

Marriage or Relationship Breakdown

Entitlement to receive a benefit under the Plan on marriage or relationship breakdown is subject to a limit of 50% of pension benefits (not including VCs) accrued during the relationship. The Spouse's entitlement will be locked-in to the extent that the Member's entitlement is locked-in at the date of settlement, unless otherwise permitted under Applicable Legislation.

Settlement of the former Spouse's entitlement under a court order, arbitration award or domestic contract made prior to January 1, 2012, can only be made at the earlier of (i) termination of employment with the Company, (ii) commencement of pension payments at retirement, or (iii) NRD, however settlement may be made immediately under a document dated on or after January 1, 2012, provided that a previous settlement instrument did not deal with the pension assets before that date.

Payment of Benefits

All benefits payable under the terms of the Plan will be made within the time limits required by Applicable Legislation.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment except as specifically required under the Ontario Family Responsibility and Support Arrears Enforcement Act, 2005.

Section X - Termination and Amendment of the Plan

The Employer may terminate the Plan, at any time. In such event, all contributions for Members affected by the termination will cease.

The Employer may amend the terms of the Plan at any time, subject to Applicable Legislation.

No amendment to, or termination of, the Plan will reduce a Member's pension benefits earned prior to the date of amendment or termination.

If the Employer provides a continuing registered pension plan to all or an identifiable group of Members, the value of the Member account will, subject to Applicable Legislation, be transferred to the continuing plan on behalf of the affected Members. Service with the Employer and membership under the Plan will be credited to the Member under the continuing plan.

APPENDIX - ALBERTA EMPLOYEES

Effective September 1, 2014

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of Alberta (an "Alberta employee") is, in addition to Applicable Legislation as described in the Plan, subject to the Alberta Employment Pension Plans Act and Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of Alberta employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of an Alberta employee is 52 consecutive weeks.

Reference to **Spouse** throughout the Plan, is replaced with **Pension Partner**.

Pension Partner means, in relation to Member who is an Alberta employee, at the relevant date,

- (a) a person who is married to the Member and has not been living separate and apart from the Member for a continuous period longer than 3 years;
- (b) or if there is no person to whom (a) applies, a person who has been living with the Member in a marriage-like relationship (i) for a continuous period of at least 3 years preceding the relevant date, or (ii) of some permanence, if there is a child of the relationship by birth or adoption.

Pension Partner does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

An Alberta employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

The Employer may waive the eligibility requirement for an Alberta employee provided the waiver does not contravene any Applicable Legislation.

Membership

The following provisions apply to an Alberta employee. Any other **Membership** provisions under the Plan do not apply.

- A Member who remains in Continuous employment will not cease to be a Member if his Earnings drop below 35% of the YMPE.
- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member, who remains in Continuous employment, may elect to suspend contributions to the Plan. In accordance with Applicable Legislation, the Member must be permitted to lift the suspension and recommence contributions effective January 1st or July 1st of any year. Employment and membership will continue to his credit during the suspension.

- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to an Alberta employee in place of any similar or conflicting provisions under the Plan.

Contributions during eligible periods of temporary absence or disability will be as arranged between the Member and the Employer.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the earlier of the date the Member elects to cease making contributions, terminates employment or membership, or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for an Alberta employee is as defined under **Vesting** in section IV of the Plan.

Locking-In

Locking-in for an Alberta employee is as defined under **Locking-In** in section IV of the Plan.

Unlocking Benefits

The following provisions apply with respect to an Alberta employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Non-Resident Status

A Member who has terminated membership and has been declared a non-resident of Canada, as defined under the Income Tax Act (Canada), may unlock the Vested Value of his account provided he completes and files the prescribed form confirming his non-resident status together with the prescribed Pension Partner waiver, if applicable, with the Plan Administrator.

This right would also apply to the Member's Pension Partner if the Pension Partner is entitled to the death benefit or was granted a portion of the Member's benefit under the Plan due to marriage or relationship breakdown.

One Time 50% Unlocking Option

A Member who is age 50 or more and has elected to transfer the Vested Value of his account to a retirement income arrangement, as defined in Applicable Legislation, may elect, within the 90 day period prior to the transfer, to have up to 50% of the locked-in portion of the Vested Value of his account unlocked. The election must be made in writing to the Plan Administrator and must be accompanied by the prescribed Pension Partner waiver, if applicable. The remaining locked-in portion of the Vested Value of the Member's account will be transferred from the Plan to the retirement income arrangement.

This right would also apply to the former Pension Partner on marriage breakdown or the Member's Pension Partner if the Pension Partner is entitled to the death benefit under the Plan.

Shortened Life Expectancy

Prior to commencement of pension payments under the Plan, if it is certified by a statement from a medical practitioner that an illness or a disability is terminal or likely to considerably shorten the Member's life, and the Pension Partner, if applicable, has completed the prescribed waiver, the Vested Value of a Member's account may be unlocked and paid to the Member in accordance with the section defining Benefit Settlement Options.

This right would also apply to the Member's Pension Partner if the Pension Partner is entitled to the death benefit under the Plan.

Small Benefits

If the Vested Value of a deferred Member's account is less than the amount prescribed in Applicable Legislation, the Member's account may be unlocked. Vested Value for the purposes of this provision does not include VCs, if any.

Section V - Benefits on Termination of Active Membership

The following provision applies with respect to an Alberta employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 60 days of the termination of his active membership.

Section VI - Benefits on Retirement

The following provisions apply with respect to an Alberta employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequently than annually.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Pension Partner	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Pension Partner	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Pension Partner at the date the pension payments began until the Pension Partner's death

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. If the Member has a Pension Partner, the Member must provide to the Plan Administrator, within the 90 day period immediately prior to the date pension payments are to commence, either (i) the prescribed Pension Partner

waiver of entitlement to the 60% survivor pension, or (ii) confirmation, in the form and manner satisfactory to the Plan Administrator, that the Pension Partner's share of the Member's account has been distributed in accordance with Applicable Legislation due to marriage/relationship breakdown and that the Pension Partner has no further entitlement to any benefit under the Plan.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time within the 10-year period prior to his NRD.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to an Alberta employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Pension Partner, beneficiary or estate, as applicable, within 60 days of receipt of proof of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none"> • the Pension Partner, or • the designated beneficiary (if no Pension Partner exists or the Pension Partner has executed the prescribed waiver), or • the Member's estate (if no beneficiary has been designated or no such beneficiary survives)
Death after pension payments commence	the remaining guaranteed payments, if applicable*	<ul style="list-style-type: none"> • the designated beneficiary (if no Pension Partner exists or if the Pension Partner had waived the right to the death benefit before pension payments commenced), or • the estate (if no beneficiary has been designated or no such beneficiary survives)

* In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Pension Partner, if living, will become entitled to receive the survivor pension for the rest of the Pension Partner's life. Should both the Member and the Pension Partner die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Pension Partner, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Pension Partner

The settlement options available to a Pension Partner in the event of the Member's death prior to commencement of the Member's pension payments are the same as those available to a Member on termination of membership and outlined in the section defining Benefit Settlement Options.

In the event a life annuity with a guarantee period is elected by the Pension Partner, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Pension Partner's Latest Retirement Date. If beyond the Pension Partner's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Waiver of Entitlement to Death Benefits

A Pension Partner may waive entitlement to death benefits under the Plan by completing the form prescribed by Applicable Legislation. If waived, the death benefit will be paid to the Member's designated beneficiary, or to the Member's estate if a beneficiary has not been designated, in accordance with Applicable Legislation.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to an Alberta employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of membership, or termination of the Plan, may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a locked-in retirement account as prescribed under Applicable Legislation
- transfer to a retirement income arrangement as defined in Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

Section IX - Other Administration Provisions

The following provisions apply with respect to an Alberta employee in place of any similar provisions under the Plan.

Disclosure – Access to Information

A Member, an Alberta employee who is or is about to be eligible for membership, the party entitled to receive the death benefit in the event of a Member's death, and the Member's Pension Partner in the case of marriage or relationship breakdown, may request access to information prescribed under Applicable Legislation. The Plan Administrator may, at its option, either allow such person to examine the information, without charge, at an agreed-upon location or another location prescribed under Applicable Legislation, or provide the person, without charge, copies of the requested information. If the person requests copies of the information instead of an examination, the Plan Administrator must provide the information within 30 days of receipt of the request and upon receipt of payment of the reasonable costs incurred in making and providing the copies.

Determination on Basis of Sex

The sex of an individual shall not be taken into account when determining:

- eligibility for membership in the Plan,
- the rate or amount of required contributions paid by a Member, or
- any benefit option or benefit amount payable under the Plan.

Marriage or Relationship Breakdown

Subject to Applicable Legislation, benefits under the Plan must be divided between the Member and the Member's former Pension Partner in accordance with a matrimonial property order or agreement under the Matrimonial Property Act and will be subject to a limit of 50% of the amount of the Member's account representing required contributions and associated interest, gains and losses accumulated during marriage.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment, unless otherwise permitted by Applicable Legislation.

APPENDIX - BRITISH COLUMBIA EMPLOYEES

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of British Columbia (a “BC employee”) is, in addition to Applicable Legislation as described in the Plan, subject to the British Columbia Pension Benefits Standards Act and Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of BC employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a BC employee is 26 consecutive weeks.

Spouse, in relation to a Member who is a BC employee, means

- (c) a person who at the relevant time, was married to the Member, and who, if living separate and apart (as described in the Act) from the Member at the relevant time, did not live separate and apart from the Member for longer than the 2 year period immediately preceding the relevant time, or
- (d) if paragraph (a) does not apply, a person who was living with the Member in a marriage-like relationship for a period of at least 2 years immediately preceding the relevant time.

Spouse does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A BC employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

The Employer may waive the eligibility requirement for a BC employee provided the waiver does not contravene any Applicable Legislation.

Membership

The following provisions apply to a BC employee. Any other **Membership** provisions under the Plan do not apply.

- A Member who remains in Continuous employment will not cease to be a Member if his Earnings drop below 35% of the YMPE.
- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member, who remains in Continuous employment, may elect to suspend contributions to the Plan for a period of time then lift the suspension and recommence contributions. Employment and membership will continue to his credit during the suspension.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to a BC employee in place of any similar or conflicting provisions under the Plan.

Employer required contributions during a maternity or parental leave must continue if the Member elects to continue his required contributions during the leave.

Contributions during other eligible periods of temporary absence or disability are not required and will be as arranged between the Member and the Employer.

The provision of these benefits will comply with the requirements of the Employment Standards Act, SBC c.10, 1980, as amended, in addition to Applicable Legislation.

Contributions during Postponed Retirement (beyond NRD) are required. Both the Member and the Employer must continue to contribute until the earlier of the date the Member terminates employment or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for a BC employee is as defined under **Vesting** in section IV of the Plan.

The Employer may waive the vesting requirement for a Member provided the waiver does not contravene any Applicable Legislation.

Locking-In

The following provisions apply with respect to a BC employee. Any other **Locking-in** requirements under the Plan do not apply.

Locking-In on Termination of Employment, Early Retirement or Pre-Retirement Death
Required contributions become locked-in when the Member has completed 2 years of Continuous membership in the Plan.

Locking-In on or after NRD or on Plan Termination

Required contributions become locked-in when a Member reaches his NRD, or if the Plan terminates in whole or in part.

Unlocking Benefits

The following provisions apply with respect to a BC employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Non-Resident Status

A Member who has been absent from Canada for two or more years and has been declared a non-resident of Canada, as defined under the Income Tax Act (Canada), may unlock the Vested Value of his account. The Member must provide the Plan Administrator with the prescribed form confirming his non-resident status, together with written confirmation from the federal tax authority, and the prescribed Spouse's waiver if the Member has a Spouse.

In the event of a Member's death, this right would also apply to the surviving Spouse if the Spouse is entitled to the death benefit. It would also apply to a former Spouse who is entitled to a division of the Member's benefits due to marriage or relationship breakdown.

Shortened Life Expectancy

Prior to commencement of pension payments, if it is certified by a medical practitioner that a Member has a physical disability or terminal illness that will considerably shorten his life expectancy, and the Spouse, if any, has completed the prescribed waiver, the Vested Value of the Member's account may be unlocked.

In the event of a Member's death, this right would also apply to the surviving Spouse if the Spouse is entitled to the death benefit.

Small Benefits

If at the time of payment of benefits due to termination of employment, NRD or death, the locked-in portion of the Member's account, or the annual pension representing locked-in amounts, is less than the amount prescribed in Applicable Legislation and all requirements under Applicable Legislation are satisfied, the Member's account may be unlocked.

If a Member or surviving Spouse has reached age 65 and his total benefit entitlement in all defined contribution pension plans, locked-in retirement savings plans and prescribed retirement income funds is less than the amount prescribed in Applicable Legislation and all requirements under Applicable Legislation are satisfied, the Member's account may be unlocked.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a BC employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 90 days of the termination of his employment or 30 days after receipt of a written request for information.

Section VI - Benefits on Retirement

The following provisions apply with respect to a BC employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him within one year prior to the NRD and within 30 days after receiving an application for commencement of pension payments.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Spouse	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Spouse *	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse at the date the pension payments began until the Spouse's death

* A Member is not considered to have a Spouse if a notice of division of a pension entitlement arising under a separation agreement or an order under Part 5 of the Family Law Act is filed prior to commencement of pension payments.

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. The election must be in writing and the Spouse, if any, must have completed a waiver of entitlement to survivor benefits in the prescribed format and manner and filed it with the Plan Administrator within the 90 day period immediately prior to the date payments are to commence.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time prior to the NRD but not before the age of 55 years.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a BC employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse, beneficiary or estate, as applicable, within 30 days of receipt of proof of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none"> • the Spouse *, or • the designated beneficiary if no Spouse exists, or the Spouse has executed the prescribed waiver, or • the Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable **	<ul style="list-style-type: none"> • the designated beneficiary, or • the estate (if no beneficiary has been designated or no such beneficiary survives).

* A Spouse is not entitled to the pre-retirement death benefit if that Spouse already received his or her share of the pension under Part 5 or 6 of the Family Law Act, unless that Spouse has been designated as beneficiary.

** In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse, if living, will become entitled to receive the survivor pension for the rest of the Spouse's life. Should both the Member and the Spouse die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Spouse

Benefits payable to the Spouse on death of the Member are locked-in as described in the section defining Vesting and Locking-in. The settlement options available to a Spouse are outlined in the section defining Benefit Settlement Options.

In the event a life annuity with a guarantee period is elected by the Spouse, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse's Latest Retirement Date. If beyond the Spouse's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Waiver of Entitlement to Death Benefits

A Spouse may waive entitlement to death benefits under the Plan before or after the death of the Member by completing the form prescribed by Applicable Legislation. If waived, the death benefit will be paid to the Member's designated beneficiary, or to the Member's estate, if a beneficiary has not been designated.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Benefits Subject to Division

Payment of pre-retirement death benefits is subject to any requirements under the Family Law Act relating to division of the Member's benefits due to marriage or relationship breakdown.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a BC employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment, or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable

Legislation

- transfer to a locked-in registered retirement savings plan as prescribed under Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

Section IX - Other Administration Provisions

The following provisions apply with respect to a BC employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

The sex of an individual shall not be taken into account when determining:

- eligibility for membership in the Plan,
- the rate or amount of contributions required to be paid by a Member, or
- any benefit option or benefit amount payable under the Plan.

Marriage or Relationship Breakdown

The division of benefits for a Member's former Spouse is governed by a separation agreement, an order made under Part 5 of the Family Law Act, or a similar order enforceable in British Columbia, or a court outside British Columbia that affects the payment or distribution of a person's benefits.

The entitlement will be locked-in to the extent that the Member's entitlement is locked-in at the date of settlement.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment except as specifically required under the B.C. Maintenance Enforcement Act or permitted on relationship breakdown.

APPENDIX - MANITOBA EMPLOYEES

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of Manitoba (a “Manitoba employee”) is, in addition to Applicable Legislation as described in the Plan, subject to the Manitoba Pension Benefits Act and Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of Manitoba employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a Manitoba employee is 54 consecutive weeks.

Reference to **Spouse** throughout the Plan, is replaced with **Spouse** or **Common-law Partner**, as defined below.

Common-law Partner means, in relation to a Member who is a Manitoba employee,

- (a) a person who, with the Member, registered a common-law relationship under section 13.1 of the Vital Statistics Act, or
- (b) a person who, not being married to the Member, cohabited with the Member in a conjugal relationship
 - (i) for a period of at least three years, if either of them is married, or
 - (ii) for a period of at least one year, if neither of them is married.

Spouse means in relation to a Member who is a Manitoba employee, the person to whom the Member is married.

Spouse and Common-law Partner do not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A Manitoba employee working on a full-time basis may join the Plan upon becoming eligible but must join when he has completed 2 years of Continuous employment.

A Manitoba employee working on a less than full-time basis may join the Plan when he has completed the same waiting period required of an employee working on a full-time basis but must join when he has, in each of 2 consecutive calendar years, earned at least 25% of the YMPE.

Eligibility requirements may not be waived for a Manitoba employee.

Membership

The following provisions apply to a Manitoba employee. Any other **Membership** provisions under the Plan do not apply.

- A Manitoba employee may decline membership in the Plan if he is a member of a religious group whose articles of faith don't allow him to join the Plan or if he is a student on a substantially full-time basis.
- A Member who remains in Continuous employment will not cease to be a Member if he no longer meets the original minimum eligibility requirements.

- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member may not suspend contributions while in Continuous employment except due to religious articles of faith or if a student on a substantially full-time basis.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to a Manitoba employee in place of any similar or conflicting provisions under the Plan.

Contributions during eligible periods of temporary absence or disability are not required and will be as arranged between the Member and the Employer.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the Member either terminates employment or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for a Manitoba employee is as defined under **Vesting** in section IV of the Plan.

Locking-In

Locking-In for a Manitoba employee is as defined under **Locking-In** in section IV of the Plan.

Unlocking Benefits

The following provisions apply with respect to a Manitoba employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Non-Resident Status

Prior to commencing pension payments, a Member who has terminated employment and been declared a non-resident of Canada under the Income Tax Act (Canada) by the federal tax authority, may unlock the Vested Value of his account provided he files the prescribed document confirming his non-resident status together with the prescribed Spouse or Common-law Partner's consent, if applicable, with the Plan Administrator.

In the event of a Member's death, this provision would also apply to his surviving Spouse or Common-law Partner if he/she is entitled to the death benefit.

Shortened Life Expectancy

Prior to the commencement of pension payments under the Plan, if a qualified physician certifies that a Member has a terminal illness or disability that is likely to shorten his life expectancy to less than 2 years, the Member, with his Spouse's or Common-law Partner's prescribed waiver of entitlement, may apply to the Plan Administrator to unlock the Vested Value of his account.

Small Benefits

If at the time of payment of benefits due to termination of employment, retirement, death or marriage/relationship breakdown, the Vested Value of the Member's account representing required contributions is less than the amount prescribed in Applicable Legislation and any requirements under Applicable Legislation are satisfied, the Member's account may be unlocked.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a Manitoba employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 60 days of the termination of his employment.

Section VI - Benefits on Retirement

The following provisions apply with respect to a Manitoba employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him within 60 days after receiving the Member's application for commencement of pension payments, or within 60 days before the Member's NRD if pension payments have not yet commenced.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Spouse or Common-law Partner	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Spouse or Common-law Partner *	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse or Common-law Partner at the date the pension payments began until the Spouse or Common-law Partner's death

* A Member is not considered to have a Spouse/Common-law Partner if, at the commencement of pension payments from the Plan, they are living separate and apart as a result of a breakdown of their relationship.

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Plan Administrator and permitted by Applicable Legislation. The election must be in writing and the Spouse or Common-law Partner, if any, must have filed a waiver of entitlement to survivor benefits in the prescribed format and manner. The waiver may be revoked prior to the commencement of pension payments by filing a written revocation with the Plan Administrator.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time within the 10-year period prior to his NRD.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a Manitoba employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse or Common-law Partner, beneficiary or estate, as applicable, within 60 days of receipt of proof of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none"> • the Spouse or Common-law Partner *, or • the designated beneficiary if no Spouse or Common-law Partner exists, or the Spouse or Common-law Partner has executed the prescribed waiver, or • the Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable **	<ul style="list-style-type: none"> • the designated beneficiary, or • the estate (if no beneficiary has been designated or no such beneficiary survives).

* A Member is not considered to have a Spouse/Common-law Partner if, at the date of death, they are living separate and apart as a result of a breakdown of their relationship.

** In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse/Common-law Partner, if living, will become entitled to receive the survivor pension for the rest of the

Spouse/Common-law Partner's life. Should both the Member and the Spouse/Common-law Partner die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse/Common-law Partner, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Spouse or Common-law Partner

Benefits payable to the Spouse or Common-law Partner are locked-in as described in the section defining Vesting and Locking-in. The settlement options available to a Spouse or Common-law Partner are outlined in the section defining Benefit Settlement Options.

In the event a life annuity with a guarantee period is elected by the Spouse or Common-law Partner, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse's or Common-law Partner's Latest Retirement Date. If beyond the Spouse's or Common-law Partner's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Waiver of Entitlement to Death Benefits

A Spouse or Common-law Partner may waive entitlement to death benefits under the Plan by completing the form prescribed by Applicable Legislation, either before or after the death of the Member. If waived, the death benefit will be paid to the Member's designated beneficiary or to the Member's estate if a beneficiary has not been designated. The waiver may be revoked prior to the death of the Member by filing with the Plan Administrator a written revocation signed by the Member and the Spouse or Common-law Partner.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a Manitoba employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a locked-in retirement account as prescribed under Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

If a Member is entitled to a transfer of benefits under the Plan, or the surviving Spouse or Common-law Partner is entitled to a death benefit, the Member or surviving Spouse/Common-law Partner, as the case may be, has 90 days to make an election after receiving the required statement from the Plan Administrator.

Section IX - Other Administration Provisions

The following provisions apply with respect to a Manitoba employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

The sex of an individual shall not be taken into account when determining:

- eligibility for membership in the Plan,
- the rate or amount of contributions required to be paid by a Member, or
- any benefit option or benefit amount payable under the Plan.

Relationship Breakdown

If marriage or relationship breakdown occurs, pursuant to an order under the Family Property Act or other agreement, 50% of pension benefits derived from all contributions and associated interest, gains and losses accrued during the marriage or common-law relationship must be transferred to the former Spouse or Common-law Partner unless the parties opt out of the equal splitting of benefits in the manner specified under Applicable Legislation.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment except as permitted on marriage/relationship breakdown or to cover support payments as specifically required under the Manitoba Maintenance Enforcement Act.

APPENDIX – NEW BRUNSWICK EMPLOYEES

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of New Brunswick (a “New Brunswick employee”) is, in addition to Applicable Legislation as described in the Plan, subject to the New Brunswick Pension Benefits Act and Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of New Brunswick employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a New Brunswick employee is 52 consecutive weeks.

Reference to **Spouse** throughout the Plan, is replaced with **Spouse** or **Common-law Partner**, as defined below.

Common-law Partner, in relation to a Member who is a New Brunswick employee, means,

- (a) in the case of the Member’s death, a person who, not being married to the Member, was cohabiting in a conjugal relationship with the Member at the time of the Member’s death and was cohabiting in a conjugal relationship with the Member for a continuous period of at least two years immediately before the Member’s death,
- (b) in the case of the breakdown of common-law partnership, a person who, not being married to the Member, was cohabiting in a conjugal relationship with the Member for a continuous period of at least two years immediately before the date of the breakdown of the common-law partnership, or
- (c) in any other case, a person who, not being married to the Member at the particular time under consideration, is cohabiting in a conjugal relationship with the Member at that time and who has so cohabited with the Member for a continuous period of at least two years immediately before that time.

Spouse, in relation to a Member who is a New Brunswick employee, means the person who,

- (a) is married to the Member,
- (b) is married to the Member by a marriage that is voidable and has not been annulled by a declaration of nullity, or
- (c) has gone through a form of marriage with the Member in good faith, that is void, and has cohabited with the Member within the preceding year.

Spouse and Common-law Partner do not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A New Brunswick employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

The Employer may waive the eligibility requirement for a New Brunswick employee provided the waiver applies to an entire class of employees and does not contravene any Applicable Legislation.

Membership

The following provisions apply to a New Brunswick employee. Any other **Membership** provisions under the Plan do not apply.

- A Member who remains in Continuous employment will not cease to be a Member if his Earnings drop below 35% of the YMPE.
- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member, who remains in Continuous employment, may elect to suspend contributions to the Plan for a period of time then lift the suspension and recommence contributions. Employment and membership will continue to his credit during the suspension.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to a New Brunswick employee in place of any similar or conflicting provisions under the Plan.

Contributions during eligible periods of temporary absence or disability are not required and will be as arranged between the Member and the Employer.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the earlier of the date the Member elects to cease making contributions, terminates employment or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for a New Brunswick employee is as defined under **Vesting** in section IV of the Plan.

Locking-In

The following provision applies with respect to a New Brunswick employee. Any other **Locking-in** requirements under the Plan do not apply.

Locking-in on Termination of Employment, Early Retirement or NRD

Required contributions become locked-in when the Member has completed 5 years of Continuous employment or 2 years of Continuous membership in the Plan, whichever is earlier.

Locking-In on Plan Termination

Required contributions become locked-in immediately.

Unlocking Benefits

The following provisions apply with respect to a New Brunswick employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Non-Resident Status

A Member who has terminated employment may unlock the Vested Value of his account provided he and his Spouse/Common-law Partner, if any, are not Canadian citizens and have been declared non-residents of Canada, as defined under the Income Tax Act (Canada). The Member and his Spouse/Common-law Partner must complete and file the prescribed form confirming their

non-resident status together with the prescribed spousal waiver, if applicable, with the Plan Administrator.

Small Benefits

On termination of employment or Plan wind-up, if the adjusted commuted value of the Member's account, as defined in Applicable Legislation, is less than the amount prescribed in Applicable Legislation and all requirements under Applicable Legislation are satisfied, a Member's account may be unlocked.

Shortened Life Expectancy

Prior to the commencement of pension payments under the Plan, if a physician certifies in writing that a Member suffers from a significant mental or physical disability that will considerably shorten his life expectancy, the Member may, with the prescribed spousal waiver, if applicable, elect to unlock the Vested Value of his account.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a New Brunswick employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 30 days of the Member's termination of employment.

Section VI - Benefits on Retirement

The following provisions apply with respect to a New Brunswick employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him within 30 days of notice of his retirement.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Spouse/Common-law Partner or Member is living separate and apart from Spouse/Common-law Partner and a division of benefits has been made	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Spouse/Common-law Partner	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse/Common-law Partner at the date the pension payments began until the Spouse's/ Common-law Partner's death

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. The election must be made in writing and the Member and Spouse or Common-law Partner, if any, must have completed a prescribed spousal waiver and filed it with the Plan Administrator within the 12 month period immediately prior to the date payments are to commence.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time within the 10-year period prior to his NRD.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a New Brunswick employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse/Common-law Partner, beneficiary or estate, as applicable, within 30 days of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none">the Spouse or Common-law Partner *, orthe designated beneficiary if no Spouse/Common-law Partner exists, or the Spouse/Common-law Partner is living separate from the Member and a division of benefits has been made, orthe Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable **	

* If a Spouse and a Common-law Partner both make a claim, the eligible Spouse is entitled to the benefit unless there is a valid domestic contract or a decree, order or judgement of a competent tribunal that bars such Spouse's claim.

** In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse or Common-law Partner, if living, will become entitled to receive the survivor pension for the rest of the Spouse/Common-law Partner's life. Should both the Member and the Spouse/Common-law Partner die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse/Common-law Partner, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Spouse/Common-law Partner

The settlement options available to a Spouse/Common-law Partner are the same as those available to a Member for non-locked-in benefits on termination of employment and are outlined in the section defining Benefit Settlement Options.

In the event a life annuity with a guarantee period is elected by the Spouse/Common-law Partner, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse's/Common-law Partner's Latest Retirement Date. If beyond the Spouse's/Common-law Partner's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a New Brunswick employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to a locked-in retirement account as prescribed under Applicable Legislation
- transfer to another registered pension plan, if prior to the Member's NRD and if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan

- transfer to a registered retirement income fund
- transfer to another registered pension plan, if prior to the Member's NRD and if that plan permits

Section IX - Other Administration Provisions

The following provisions apply with respect to a New Brunswick employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

The sex of an individual shall not be taken into account when determining:

- eligibility for membership in the Plan,
- the amount of required contributions to be paid by a Member, or
- any benefit payable under the Plan derived from required contributions on and after January 1, 1992.

Marriage or Relationship Breakdown

Entitlement to receive a benefit under the Plan on marriage or relationship breakdown may be subject to a domestic contract or a decree, order or judgement of a competent tribunal. There is no compulsory division of benefits, but where a split is required by a domestic contract, not more than 50% of the amounts accumulated during the marriage/common-law partnership can be assigned to the former Spouse/Common-law Partner. No restriction applies if the split is court ordered.

The Spouse's/Common-law Partner's entitlement will be locked-in to the extent that the Member's entitlement is locked-in at the date of the split and settled as outlined in the section defining Benefit Settlement Options.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, alienated or anticipated, given as security or surrendered and are exempt from execution, seizure or attachment except where a garnishment or attachment is specifically required under the New Brunswick Support Enforcement Act.

APPENDIX - NEWFOUNDLAND and LABRADOR EMPLOYEES

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of Newfoundland and Labrador (a “Newfoundland employee”) is, in addition to Applicable Legislation as described in the Plan, subject to the Newfoundland Pension Benefits Act and Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of Newfoundland employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a Newfoundland employee is 52 consecutive weeks.

Reference to **Spouse** throughout the Plan, is replaced with **Principal Beneficiary**.

Cohabiting Partner, in relation to a Newfoundland employee, means

- (a) in relation to a Member who has a Spouse, a person who is not the Spouse of the Member who has cohabited continuously with the Member in a conjugal relationship for not less than 3 years, or
- (b) in relation to a Member who does not have a Spouse, a person who has cohabited continuously with the Member in a conjugal relationship for not less than one year and is cohabiting or has cohabited with the Member within the preceding year.

Principal Beneficiary, in relation to a Newfoundland employee, means the Spouse of a Member, or where the Member has a ‘Cohabiting Partner’, the Member’s Cohabiting Partner.

Spouse, in relation to a Newfoundland employee, means a person who

- (a) is married to the Member,
- (b) is married to the Member by a marriage that is voidable and has not been voided by a judgment of nullity, or
- (c) has gone through a form of marriage with the Member, in good faith, that is void and is cohabiting or, has cohabited with the Member within the preceding year.

Where referenced in this document, Spouse means the Principle Beneficiary but does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A Newfoundland employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

Eligibility requirements may not be waived for Newfoundland employees.

Membership

The following provisions apply to a Newfoundland employee. Any other **Membership** provisions under the Plan do not apply.

- A Member who remains in Continuous employment will not cease to be a Member if his

Earnings drop below 35% of the YMPE.

- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member, who remains in Continuous employment, may elect to suspend contributions to the Plan for a period of time then lift the suspension and recommence contributions. Employment and membership will continue to his credit during the suspension.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to a Newfoundland employee in place of any similar or conflicting provisions under the Plan.

Contributions during eligible periods of temporary absence or disability are not required and will be as arranged between the Member and the Employer.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the earlier of the date the Member elects to cease making contributions, terminates employment or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for a Newfoundland employee is as defined under **Vesting** in section IV of the Plan.

Locking-In

The following provisions apply with respect to a Newfoundland employee. Any other **Locking-in** requirements under the Plan do not apply.

Locking-In on Termination of Employment, Early Retirement, NRD or Plan Termination

Required contributions will become locked-in on the date a Member has completed two years of Continuous membership in the Plan.

Unlocking Benefits

The following provisions apply with respect to a Newfoundland employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Small Benefits

If, on termination of employment, retirement or death, the Vested Value of the Member's account, or the annual pension provided by the locked-in portion of the Vested Value of a Member's account at NRD, is less than the amount prescribed in Applicable Legislation and all requirements under Applicable Legislation are satisfied, a Member's account may be unlocked.

Vested Value for the purposes of this provision does not include VCs, if any.

Shortened Life Expectancy

Prior to the commencement of pension payments under the Plan, if a medical practitioner certifies that a Member has a mental or physical disability that will considerably shorten his life

expectancy, the Member may elect to unlock the Vested Value of his account.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a Newfoundland employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him within 60 days of notice of the Member's termination of employment.

Section VI - Benefits on Retirement

The following provisions apply with respect to a Newfoundland employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him 60 days prior to his NRD, and a benefit statement 30 days after retirement or within 60 days of notice of his retirement.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Principle Beneficiary	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Principle Beneficiary	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Principle Beneficiary at the date the pension payments began until the Principle Beneficiary's death

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. The Member and the Principle Beneficiary, if any, must have filed the prescribed waiver of entitlement to survivor benefits with the Plan Administrator within the 12 month period immediately prior to the date payments are to commence.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the

account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time prior to the NRD but not before the age of 55 years.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a Newfoundland employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse/Cohabiting Partner, beneficiary or estate, as applicable, within 60 days of receipt of advice of the Member's death.

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none"> • the Principle Beneficiary, or • the designated beneficiary if no Principle Beneficiary exists, or • the Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable *	<ul style="list-style-type: none"> • the designated beneficiary, or • the estate (if no beneficiary has been designated or no such beneficiary survives)

* In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Principle Beneficiary, if living, will become entitled to receive the survivor pension for the rest of the Principle Beneficiary's life. Should both the Member and the Principle Beneficiary die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Principle Beneficiary, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Principle Beneficiary

The settlement options available to a Principle Beneficiary are the same as those available to a Member for non-locked-in benefits on termination of employment and outlined in the section defining Benefit Settlement Options.

In the event a life annuity with a guarantee period is elected by the Principle Beneficiary, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Principle Beneficiary's Latest Retirement Date. If beyond the Principle Beneficiary's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a Newfoundland employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to a locked-in retirement account as prescribed under Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

Section IX - Other Administration Provisions

The following provisions apply with respect to a Newfoundland employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

There is no requirement under the Applicable Legislation for a Newfoundland employee preventing the sex of an individual from being taken into account for the purposes of eligibility for membership in the Plan, contributions or benefits.

Marriage Breakdown

Spouse, for the purposes of this provision, means a spouse, as defined in the Family Law Act, of a Member and includes a former spouse of a Member.

In order for a division of benefits to occur the prescribed form must be completed and submitted to the Plan Administrator along with a certified copy of the separation agreement, a court order under the Family Law Act or other acceptable agreement. The amount granted to a spouse is generally subject to a limit of 50% of pension benefits (including voluntary contributions, if any) accrued during the marriage. The spouse's entitlement will be locked-in to the extent that the Member's entitlement is locked-in at the date of settlement.

The spouse's entitlement may be settled as outlined in the section defining Benefit Settlement Options.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, attached, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment except where a garnishment or attachment is specifically required or permitted on marriage breakdown, or where otherwise required by statute, such as the Newfoundland Support Orders Enforcement Act.

APPENDIX – NOVA SCOTIA EMPLOYEES

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of Nova Scotia (a “Nova Scotia employee”) is, in addition to Applicable Legislation as described in the Plan, subject to the Nova Scotia Pension Benefits Act and Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of Nova Scotia employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a Nova Scotia employee is 52 consecutive weeks.

Reference to **Spouse** throughout the Plan, is replaced with **Spouse** or **Common-law Partner**, as defined below.

Common-law Partner, in relation to a Member who is a Nova Scotia employee, means an individual who has cohabited with the Member in a conjugal relationship for a period of at least two years, neither of them being a Spouse.

Spouse, in relation to a Member who is a Nova Scotia employee, means either of a man and woman who

- (a) are married to each other, or
- (b) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity, or
- (c) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of entitlement.

Spouse and Common-law Partner do not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A Nova Scotia employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

The Employer may waive the eligibility requirement for an employee provided the waiver does not contravene any Applicable Legislation.

Membership

The following provisions apply to a Nova Scotia employee. Any other **Membership** provisions under the Plan do not apply.

- A Member who is employed on a less than full-time basis and remains in Continuous employment will not cease to be a Member if his Earnings drop below 35% of the YMPE or he works less than 700 hours in a calendar year.
- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member may not suspend contributions while in Continuous employment.

- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to a Nova Scotia employee in place of any similar or conflicting provisions under the Plan.

Contributions during a maternity or parental leave may continue for the duration of the leave if the Member elects to pay the required contributions.

Contributions during other eligible periods of temporary absence or disability are not required and will be as arranged between the Member and the Employer.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the earlier of the date the Member elects to cease making contributions, terminates employment or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for a Nova Scotia employee is as defined under **Vesting** in section IV of the Plan.

Locking-In

The following provision applies with respect to a Nova Scotia employee. Any other **Locking-in** requirements under the Plan do not apply.

Locking-In on Termination of Employment, Early Retirement, NRD or Plan Termination

Required contributions will become locked-in when the Member has completed 2 years of Continuous membership in the Plan.

Unlocking Benefits

The following provisions apply with respect to a Nova Scotia employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Shortened Life Expectancy

If, prior to the commencement of pension payments under the Plan, a Member has a mental or physical disability that is likely to considerably shorten his life expectancy, the Member may elect to unlock the Vested Value of his account.

Small Benefits

The account of an inactive Member who has terminated employment may be unlocked if the Vested Value of the account, or the annual pension at NRD which can be provided by the Vested Value of the account, is less than the amount prescribed in Applicable Legislation.

Vested Value for the purposes of this provision does not include VCs, if any.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a Nova Scotia employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him within 60 days of notice of the Member's termination of employment.

Section VI - Benefits on Retirement

The following provisions apply with respect to a Nova Scotia employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him within 60 days of notice of his retirement.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Spouse/Common-law Partner	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Spouse/Common-law Partner *	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse/Common-law Partner at the date the pension payments began until the Spouse/Common-law Partner's death

* A Member is not required to elect a joint and survivor pension if, at the first payment date of the Member's pension, he is living separate and apart from the person who meets the definition of Spouse or Common-law Partner.

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. The election must be in writing and the Spouse/Common-law Partner, if any, and the Member must have signed a waiver of entitlement to survivor benefits in the prescribed format and filed it with the Plan Administrator within the 12 month period immediately prior to the date payments are to commence.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time within the 10-year period prior to his NRD.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a Nova Scotia employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse/Common-law Partner, beneficiary or estate, as applicable, within 60 days of receipt of advice of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none">the Spouse or Common-law Partner, orthe designated beneficiary if no Spouse/Common-law Partner exists, or the Spouse/ Common-law Partner is living separate and apart from the Member and a division of benefits has been made, orthe Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable *	<ul style="list-style-type: none">the designated beneficiary, orthe estate (if no beneficiary has been designated or no such beneficiary survives).

* In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse/Common-law Partner, if living, will become entitled to receive the survivor pension for the rest of the Spouse/Common-law Partner's life. Should both the Member and the Spouse/Common-law Partner die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse/Common-law Partner, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Spouse/Common-law Partner

The settlement options available to a Spouse/Common-law Partner are the same as those available to a Member for non-locked-in benefits and are outlined in the section defining Benefit Settlement Options.

In the event a life annuity with a guarantee period is elected by the Spouse/Common-law Partner, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse's/Common-law Partner's Latest Retirement Date. If beyond the Spouse's/Common-law Partner's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a Nova Scotia employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a locked-in retirement account as prescribed under Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

Section IX - Other Administration Provisions

The following provisions apply with respect to a Nova Scotia employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

The sex of an individual shall not be taken into account when determining:

- eligibility for membership in the Plan,
- the amount of any contributions required to be paid by a Member, or
- any benefit payable under the Plan derived from contributions to the Plan on or after January 1, 1988.

Marriage or Relationship Breakdown

Entitlement to receive a benefit under the Plan on marriage or relationship breakdown is subject to a limit of 50% of the benefit accrued under the Plan during the relationship and will be divided in accordance with a separation agreement or court order. The Spouse's/Common-law Partner's entitlement will be locked-in to the extent that the Member's entitlement is locked-in at the date of settlement.

Any entitlement may be settled as outlined in the section defining Benefit Settlement Options. Alternatively, the former Spouse/Common-law Partner may elect to be designated as a limited member of the Plan, as defined in Applicable Legislation.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment except where a garnishment or attachment is specifically required under the Maintenance Enforcement Act.

APPENDIX - PBSA EMPLOYEES

An employee who is in “included employment” or reports for work at, or is paid from, an establishment of the Employer situated in the Northwest Territories, Yukon or Nunavut (a “PBSA employee”) is, in addition to Applicable Legislation as described in the Plan, subject to the federal Pension Benefits Standards Act (PBSA) and Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of PBSA employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a PBSA employee is 52 consecutive weeks.

Reference to **Spouse** throughout the Plan, is replaced with **Spouse** or **Common-law Partner**, as defined below.

Common-law Partner, in relation to a Member who is a PBSA employee, means a person who is cohabiting with the Member in a conjugal relationship, having so cohabited with the Member for a period of at least one year.

Spouse, in relation to a Member who is a PBSA employee, means a person who is married to the Member, and includes a person who is party to a void or, in Quebec, null marriage with the Member.

Spouse and Common-law Partner do not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A PBSA employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

The Employer may waive the eligibility requirement for a PBSA employee provided the waiver does not contravene any Applicable Legislation.

Membership

The following provisions apply to a PBSA employee. Any other **Membership** provisions under the Plan do not apply.

- A Member who is employed on a less than full-time basis and remains in Continuous employment will not cease to be a Member if his Earnings drop below 35% of the YMPE.
- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member may not suspend contributions while in Continuous employment except due to religious articles of faith.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to a PBSA employee in place of any similar or conflicting provisions under the Plan.

Employer required contributions during a maternity or parental leave must continue if a Member elects to continue his required contributions during the leave.

Contributions during other eligible periods of temporary absence or disability are not required and will be as arranged between the Member and the Employer.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the earlier of the date the Member elects to cease making contributions, terminates employment or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for a PBSA employee is as defined under **Vesting** in section IV of the Plan.

Locking-In

The following provision applies with respect to a PBSA employee. Any other **Locking-in** requirements under the Plan do not apply.

Locking-In on Termination of Employment, Retirement or Pre-Retirement Death

Required contributions become locked-in when a Member has completed 2 years of Continuous membership in the Plan.

Locking-In on Plan Termination

Required contributions become locked-in in accordance with the provision for locking-in on termination of employment.

Unlocking Benefits

The following provisions apply with respect to a PBSA employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Non-Resident Status

A Member who has terminated employment and has been a non-resident of Canada for at least two calendar years, may unlock the Vested Value of his account provided he files the prescribed documents confirming his non-resident status with the Plan Administrator.

In the event of a Member's death, this provision would also apply to the Spouse or Common-law Partner if rights to the death benefit have not been waived.

Small Benefits

A Member, on termination of employment and prior to commencing pension payments, or a surviving Spouse or Common-law Partner on withdrawal or transfer, may unlock the account value if the locked-in portion of the account is less than the amount prescribed in Applicable Legislation, and all requirements under Applicable Legislation are satisfied.

Shortened Life Expectancy

If, prior to the commencement of pension payments under the Plan, a physician certifies that a Member has a mental or physical condition that is likely to considerably shorten his life expectancy the Member may elect to unlock the Vested Value of his account.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a PBSA employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him within 30 days of notice of the Member's termination of employment. A copy of the benefit statement must also be provided to the Spouse or Common-law Partner of the Member, if any.

Section VI - Benefits on Retirement

The following provisions apply with respect to a PBSA employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 30 days of notice of his retirement.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Spouse or Common-law Partner	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Spouse or Common-law Partner	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse or Common-law Partner at the date the pension payments began until the Spouse or Common-law Partner's death

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. The election must be in writing and the Spouse or Common-law Partner, if any, must have filed a waiver of entitlement to survivor benefits in the prescribed format prior to the date payments are to commence.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time within the 10-year period prior to his NRD.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a PBSA employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse or Common-law Partner, beneficiary or estate, as applicable, within 30 days of receipt of advice of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none"> • the Spouse or Common-law Partner, or • the designated beneficiary if no Spouse or Common-law Partner exists, or the Spouse or Common-law Partner has executed the prescribed waiver, or • the Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable *	<ul style="list-style-type: none"> • the designated beneficiary, or • the estate (if no beneficiary has been designated or no such beneficiary survives)

* In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse/Common-law Partner, if living, will become entitled to receive the survivor pension for the rest of the Spouse's or Common-law Partner's life. Should both the Member and the Spouse/Common-law Partner die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse/Common-law Partner, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Spouse or Common-law Partner

The settlement options available to a Spouse or Common-law Partner are those available to a Member on termination of employment and outlined in the section defining Benefit Settlement Options.

In the event a life annuity with a guarantee period is elected by the Spouse or Common-law Partner, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse or Common-law Partner's Latest Retirement Date. If beyond the Spouse or Common-law Partner's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Waiver of Entitlement to Death Benefits

A Spouse or Common-law Partner may waive entitlement to pre-retirement death benefits after the death of the Member and designate a beneficiary who is a dependant, as defined by Applicable Legislation, of either the Member or Spouse/Common-law Partner.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a PBSA employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- elect to receive either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to a locked-in registered retirement savings plan in accordance with Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- elect to receive a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation

- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

Section IX - Other Administration Provisions

The following provisions apply with respect to a PBSA employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

The sex of an individual shall not be taken into account when determining:

- the rate or amount of contributions required to be paid by a Member, or
- the amount of any benefit payable under the Plan.

Marriage or Relationship Breakdown

Entitlement to receive a benefit under the Plan on marriage or relationship breakdown is subject to a provincial or territorial matrimonial property order or similar order, and the prescribed form. Entitlement is not subject to a maximum and will be locked-in if the Vested Value of the Member's account is locked-in, unless overridden by a court order.

Surrender, Commutation, Assignment

Except if permitted under both (i) the Income Tax Act (Canada) and the Regulations, and (ii) the Pension Benefits Standards Act, 1985, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment.

APPENDIX – PRINCE EDWARD ISLAND EMPLOYEES

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of Prince Edward Island (a “PEI employee”) is subject to the Income Tax Act (Canada) and Regulations, the administrative rules of the federal tax authority and any other provincial legislation applicable to the employee’s benefits under the Plan.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of PEI employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a PEI employee is 52 consecutive weeks.

Spouse means, in relation to a PEI employee, the person who

- (a) is married to the Member, or
- (b) a person of the opposite or same sex who is cohabiting with the Member in a conjugal relationship and has done so for a continuous period of at least one year or is living in a conjugal relationship with the Member and is a natural or adoptive parent of the Member's child.

Spouse does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A PEI employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

The Employer may waive the eligibility requirement for an employee provided the waiver does not contravene any Applicable Legislation.

Membership

The following provisions apply to a PEI employee. Any other **Membership** provisions under the Plan do not apply.

- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member, who remains in Continuous employment, may elect to suspend contributions to the Plan for a period of time then lift the suspension and recommence contributions. Employment and membership will continue to his credit during the suspension.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

Any provision requiring contributions during absence from the workplace does not apply to PEI employees.

Any provision requiring contributions during postponed retirement (beyond NRD) does not apply to PEI employees. Contributions during postponed retirement will be as arranged between the Member and the Employer.

Section IV - Vesting and Locking In

Vesting

Vesting for a PEI employee is as defined under **Vesting** in section IV of the Plan.

Locking-In

The following provision applies with respect to a PEI employee. Any other **Locking-in** requirements under the Plan do not apply.

Locking-in on Termination of Employment, Early Retirement, NRD or Plan Termination

Required contributions become locked-in when the Member has completed 5 years of Continuous employment or 3 years of Continuous membership in the Plan, whichever is earlier.

Unlocking Benefits

Any **Unlocking Benefits** provisions under the Plan do not apply to PEI employees.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a PEI employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him.

Section VI - Benefits on Retirement

The following provisions apply with respect to a PEI employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him upon receipt of advice that the Member has elected to retire.

Normal Form of Retirement Income

The normal form of pension is a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years.

If you have a Spouse, a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse at the date the pension payments began until the Spouse's death.

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect, in writing, any form of pension allowed by the Employer and permitted by Applicable Legislation.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time prior to the NRD but not before the age of 55 years.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a PEI employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the beneficiary or estate, as applicable, on receipt of advice of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none"> • the designated beneficiary, or • the Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable *	

* In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse, if living, will become entitled to receive the survivor pension for the rest of the Spouse's life. Should both the Member and the Spouse die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the

guaranteed period.

Payment to the Spouse

In the event a life annuity with a guarantee period is elected by the Spouse, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse's Latest Retirement Date. If beyond the Spouse's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a PEI employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled in any one or a combination of the options described below:

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a locked-in registered retirement savings plan
- transfer to a locked-in registered retirement income fund
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

Section IX - Other Administration Provisions

The following provisions apply with respect to a PEI employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

There is no requirement under Applicable Legislation for a PEI employee preventing the sex of an individual from being taken into account for the purposes of eligibility for membership in the Plan,

contributions or benefits.

Marriage or Relationship Breakdown

A former Spouse's entitlement to receive a benefit under the Plan on marriage or relationship breakdown is subject to PEI matrimonial property legislation.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan, benefits under the Plan are not capable of being commuted. Benefits under the Plan shall not be assigned, charged, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment.

Payment of Benefits

All benefits payable under the terms of the Plan will be made in accordance with any service standards stated in the Funding Agreement.

APPENDIX - QUEBEC EMPLOYEES

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of Quebec (a “Quebec employee”) is, in addition to Applicable Legislation as described in the Plan, subject to the Supplemental Pension Plans Act and the Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of Quebec employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a Quebec employee is 24 consecutive weeks.

Spouse means, with respect to a Member who is a Quebec employee, the person who, on the date specified in the context,

- (a) is married to or in a civil union with the Member, or
- (b) has been living in a conjugal relationship with a Member who is neither married nor in a civil union, whether the person is of the opposite or the same sex, for a period of not less than 3 years, or for a period of not less than one year if
 - at least one child is born, or to be born, of their union;
 - they have adopted, jointly, at least one child while living together in a conjugal relationship; or
 - one of them has adopted at least one child who is the child of the other, while living together in a conjugal relationship

For the purpose of subparagraph (b) above, the birth or adoption of a child prior to the period of conjugal relationship existing on the day as of which spousal status is established may qualify a person as a Spouse.

Spouse does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A full-time Quebec employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

A Quebec employee who works on a less than full time basis is eligible to join the Plan when he has earned at least 35% of the YMPE, or completed 700 hours of employment, in the calendar year immediately prior to membership.

Eligibility requirements may not be waived for a Quebec employee.

Membership

The following provisions apply to a Quebec employee. Any other **Membership** provisions under the Plan do not apply.

- A Member who remains in Continuous employment will not cease to be a Member if his Earnings drop below 35% of the YMPE or he works less than 700 hours in a calendar year.

- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member, who remains in Continuous employment, may elect to suspend contributions to the Plan for a period of time then lift the suspension and recommence contributions. Employment and membership will continue to his credit during the suspension.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to a Quebec employee in place of any similar or conflicting provisions under the Plan.

Employer contributions to the Plan during a Member's absence due to a work-related injury, as defined under the Industrial Accidents and Occupational Diseases Act (IAOD, 1985), must continue if required Member contributions continue. Contributions for the injured Member may continue for a period of up to two years following the date of injury, or a lesser period as specified under the IAOD, 1985. The provision of these benefits will comply with the requirements of the IAOD, 1985 in addition to the Applicable Legislation.

In accordance with the Quebec Labour Standards Act, Employer contributions must continue if required Member contributions continue where the Member is absent from work due to:

- (a) maternity or parental leave
- (b) personal sickness or accident,
- (c) family obligations relating to the care, health or education of their child, or
- (d) the state of health, serious illness or accident of a close relative.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the earlier of the date the Member elects to cease making contributions, terminates employment or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for a Quebec employee is as defined under **Vesting** in section IV of the Plan.

Locking-In

Locking-in for a Quebec employee is as defined under **Locking-In** in section IV of the Plan.

Unlocking Benefits

The following provisions apply with respect to a Quebec employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Non-Resident Status

An inactive Member who has been a non-resident of Canada for at least 2 years and has terminated employment may unlock the Vested Value of his account.

Shortened Life Expectancy

If, prior to the commencement of pension payments under the Plan, a physician certifies that a Member or surviving Spouse of a Member has a mental or physical disability that is likely to shorten his life expectancy, the Member or surviving Spouse may elect to unlock the Vested Value of his account.

Small Benefits

If the Vested Value of an inactive Member's account is less than the amount prescribed under Applicable Legislation, the Member's account may be unlocked.

In the event that the amount awarded to a former Spouse, following partition or transfer of benefits pursuant to Applicable Legislation, is less than the amount prescribed under Applicable Legislation, the amount may be unlocked.

A Member or a surviving Spouse, who is at least age 65, may unlock the Vested Value of the Member's account if the total assets in all retirement vehicles is less than the amount prescribed under Applicable Legislation, and the prescribed form is filed with the Plan Administrator.

Vested Value for the purposes of this provision does not include VCs, if any.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a Quebec employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 60 days of notice of the Member's termination of employment.

Section VI - Benefits on Retirement

The following provisions apply with respect to a Quebec employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 60 days of application for commencement of pension payments.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Spouse	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Spouse*	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years; thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse at the date the pension payments began until the Spouse's death

* If there is a judgement of separation, divorce, dissolution or annulment of marriage or civil union, or cessation of conjugal relationship, the spousal rights in respect of retirement benefits do not apply.

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. The election must be in writing and the Spouse, if any, must have filed a waiver of entitlement to survivor benefits prior to the date payments are to commence.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member, or a surviving Spouse may elect to begin receiving pension payments at any time within the 10-year period prior to his NRD, or elect to replace all or a portion of the pension at NRD with a temporary pension payable for a specified term, provided it is not beyond age 65.

The temporary pension may not exceed 40% of the YMPE for the year in which application is made, reduced by the annual amount of any other temporary benefit the pensioner (Member or a surviving Spouse) is entitled to under the Plan.

In the event of the death of the Member prior to the last payment date, and provided the Member's Spouse has not waived the right to a joint and survivor pension, payments will continue to the Spouse until the scheduled date of the last payment.

Any payments remaining after the pensioner's death, if not payable to the Spouse, or after the Spouse's death, will be paid to the beneficiary last designated by the Member or Spouse as the case may be. If no beneficiary survives, the remaining payments will be paid to the Member's estate or the Spouse's estate, as the case may be.

Early Benefit

An active Member who is within 10 years of his NRD and has an agreement with the Employer to a reduction in working hours, may apply once per year to receive a lump sum payment. The payment cannot exceed the lesser of the following amounts:

- (a) 70% of the Member's Earnings reduction resulting from the reduction in his working hours during the year,
- (b) 40% of the YMPE for the year concerned, or
- (c) the Vested Value of the Member's account on the date he applies for payment of the lump sum amount.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a Quebec employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of the Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse, beneficiary or estate, as applicable, within 60 days of receipt of advice of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none"> • the Spouse *, or • the designated beneficiary if no Spouse exists, or the Spouse has executed the prescribed waiver, or • the Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable **	<ul style="list-style-type: none"> • the designated beneficiary, or • the estate (if no beneficiary has been designated or no such beneficiary survives)

* If there is a judgement of separation, divorce, dissolution or annulment of marriage or civil union, or cessation of conjugal relationship, the spousal rights in respect of pre-retirement benefits do not apply.

** In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse, if living, will become entitled to receive the survivor pension for the rest of the Spouse's life. Should both the Member and the Spouse die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Spouse

In the event of the death of a Member prior to his NRD, the benefit settlement options available to his Spouse are the same as those available to a Member for non-locked-in benefits.

In the event of the death of a Member on or after his NRD but before pension payments commence, the benefit settlement options available to his Spouse are the same as those available to a Member for locked-in benefits.

In the event a life annuity with a guarantee period is elected by the Spouse, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse's Latest Retirement Date. If beyond the Spouse's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Waiver of Entitlement to Death Benefits

Prior to the Member's death, a Spouse may waive entitlement to death benefits under the Plan. If waived, the death benefit will be paid to the Member's designated beneficiary or the Member's estate if a beneficiary has not been designated.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a Quebec employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to a locked-in retirement account as prescribed under Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

Section IX - Other Administration Provisions

The following provisions apply with respect to a Quebec employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

There is no requirement under the Applicable Legislation for a Quebec employee preventing the sex of an individual from being taken into account for the purposes of eligibility for membership in the Plan, contributions or benefits.

Marriage or Relationship Breakdown

The division of benefits as a result of the breakdown of marriage or civil union is governed by a court judgement, a notarized joint declaration dissolving the civil union, or as provided in the Civil Code of Quebec. In the case of cessation of conjugal relationship, benefits up to 50% of the amount accrued before or during the relationship can be transferred to the Spouse if the Member and Spouse both agree in writing in the year following the year of cessation of the relationship. The benefit transferred to the Spouse will be locked-in if the Member would have been locked-in

had he terminated at the date of separation.

A judgement of separation, divorce or annulment of marriage, dissolution or annulment of a civil union or cessation of conjugal relationship will terminate a person's rights as Spouse to any pre-retirement or post-retirement death benefit, unless the Member has advised in writing that payments are to continue to the former Spouse or the Member has reappointed the former Spouse as beneficiary.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment except where required under the Quebec Act to Facilitate the Payment of Support or as permitted on marriage/relationship breakdown.

APPENDIX - SASKATCHEWAN EMPLOYEES

An employee who reports for work at, or is paid from, an establishment of the Employer situated in the province of Saskatchewan (a “Saskatchewan employee”) is, in addition to Applicable Legislation as described in the Plan, subject to the Saskatchewan Pension Benefits Act and Regulations.

The provisions of this Appendix amend the Plan, as described, or replace the corresponding provisions of the Plan, in respect of Saskatchewan employees.

Section I - Definitions

In the definition of **Continuous** under the Plan, the number of weeks applicable in the case of a Saskatchewan employee is 52 consecutive weeks.

Spouse means, in relation to a Member who is a Saskatchewan employee,

- (a) a person who is married to a Member, or
- (b) if a Member is not married, a person with whom the Member is cohabiting as spouses at the relevant time and who has been cohabiting continuously with the Member as his spouse for at least one year prior to the relevant time.

Spouse does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

Section II - Joining the Plan

Eligibility Requirements

A Saskatchewan employee is eligible to join the Plan as defined under **Eligibility Requirements** in section II of the Plan.

The Employer may not waive the eligibility requirement for a Saskatchewan employee.

Membership

The following provisions apply to a Saskatchewan employee. Any other **Membership** provisions under the Plan do not apply.

- A Member who is employed on a less than full-time basis and remains in Continuous employment will not cease to be a Member if his Earnings drop below 35% of the YMPE or he works less than 700 hours in a calendar year.
- A Member may not terminate his membership or withdraw required contributions from the Plan while in Continuous employment.
- A Member, who remains in Continuous employment, may elect to suspend contributions to the Plan for a period of time then lift the suspension and recommence contributions. Employment and membership will continue to his credit during the suspension.
- A Member who has terminated employment and begun pension payments in accordance with the section defining Benefits on Retirement, is not eligible to rejoin the Plan if he recommences employment.
- Membership in the Plan does not confer any legal right upon the employee for continuation of employment.

Section III - Contributions to the Plan

The following provisions apply with respect to a Saskatchewan employee in place of any similar or conflicting provisions under the Plan.

Contributions during a maternity, parental or adoption leave may continue for the duration of the leave if the Member elects to pay the required contributions.

Contributions during other eligible periods of temporary absence or disability are not required and will be as arranged between the Member and the Employer.

Contributions during Postponed Retirement (beyond NRD) are not required but, if the Member elects to continue contributions, the Employer must continue to contribute until the earlier of the date the Member elects to cease making contributions, terminates employment or starts receiving pension payments under the Plan.

Section IV - Vesting and Locking-In

Vesting

Vesting for a Saskatchewan employee is as defined under **Vesting** in section IV of the Plan. The Employer may not waive the vesting requirement for a Saskatchewan employee.

Locking-In

The following provision applies with respect to a Saskatchewan employee. Any other **Locking-in** requirements under the Plan do not apply.

Locking-In on Termination of Employment, Early Retirement or Plan Termination

Required contributions become locked-in when the Member has completed 2 years of Continuous employment.

Locking-In on or after NRD

Required contributions become locked-in immediately.

Unlocking Benefits

The following provisions apply with respect to a Saskatchewan employee. Any other **Unlocking Benefits** provisions under the Plan do not apply.

Shortened Life Expectancy

If, prior to the commencement of pension payments under the Plan, a duly qualified medical practitioner who has been approved by the Plan Administrator certifies that a Member has a condition that is likely to considerably shorten his life expectancy, the Member may elect to unlock the Vested Value of his account.

Small Benefits

On termination of employment, retirement or death of the Member, if the Vested Value of the Member's account or the annual pension provided by the Vested Value of a Member's account at NRD is less than the amount prescribed in Applicable Legislation, and all requirements under Applicable Legislation are satisfied, a Member's account may be unlocked.

Vested Value for the purposes of this provision does not include VCs, if any.

Section V - Benefits on Termination of Employment

The following provision applies with respect to a Saskatchewan employee in place of any similar provision under the Plan.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 90 days of notice of the Member's termination of employment.

Section VI - Benefits on Retirement

The following provisions apply with respect to a Saskatchewan employee. Any other **Benefits on Retirement** provisions under the Plan do not apply.

A Member who retires is entitled to receive a pension provided by the Vested Value of his account at the date of commencement of pension payments. The pension is payable for life and not less frequent than annually.

The Plan Administrator will provide the Member with a benefit statement of the Vested Value of his account and the options available to him, within 90 days of application for commencement of pension payments or within 90 days prior to his NRD if pension payments haven't commenced before that date.

Normal Forms of Retirement Income

The normal forms of pension payable under the Plan are as follows:

Marital/Relationship Status of the Member at the Date Payments Commence	Normal Form of Pension
No Spouse	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period of 10 years
Spouse	a pension payable until the later of (a) the Member's death and (b) the end of a guaranteed period chosen by the Member, if any and subject to a maximum 15 years, and thereafter, 60% of the pension will continue to be paid to the person who was the Member's Spouse at the date the pension payments began until the Spouse's death

Optional Forms of Retirement Income

Prior to the commencement of pension payments, a Member may elect any form of pension allowed by the Employer and permitted by Applicable Legislation. The election must be in writing and the Spouse, if any, must have filed the prescribed waiver of entitlement to survivor benefits within the 90 day period immediately prior to the date payments are to commence.

Alternatively, a Member may elect to have the Vested Value of his account transferred in accordance with the section defining Benefit Settlement Options.

Treatment of VCs/transfers

Any portion of the Member's pension derived from VCs/transfers will be paid in the same form as the pension derived from required contributions. Alternatively, the Member may elect that the account value attributable to these amounts be paid in cash or transferred in a lump sum in accordance with the section defining Benefit Settlement Options.

Early Retirement

A Member may elect to begin receiving pension payments at any time within the 10-year period prior to his NRD.

Postponed Retirement

A Member may elect to have pension payments commence after his NRD but not later than the Latest Retirement Date.

Section VII - Benefits on Death

The following provisions apply with respect to a Saskatchewan employee. Any other **Benefits on Death** provisions under the Plan do not apply.

In the event of a Member's death before pension payments commence a statement of entitlement and the options available will be provided to the Spouse, beneficiary or estate, as applicable, within 90 days of receipt of proof of the Member's death.

Entitlement to Death Benefit

Event	Death Benefit	Payable to
Death before pension payments commence	the Vested Value of the Member's account	<ul style="list-style-type: none">• the Spouse, or• the designated beneficiary if no Spouse exists, or the Spouse has executed the prescribed waiver, or• the Member's estate if no beneficiary has been designated or no such beneficiary survives
Death after pension payments commence	the remaining guaranteed payments, if applicable *	<ul style="list-style-type: none">• the designated beneficiary, or• the estate (if no beneficiary has been designated or no such beneficiary survives).

* In the case of a single life pension with a guaranteed period, where the Member dies before the expiry of the guaranteed period, the death benefit represents the remaining guaranteed payments payable after the death of the Member.

In the case of a joint and survivor pension, after the death of the Member, the Spouse, if living, will become entitled to receive the survivor pension for the rest of the Spouse's life. Should both the Member and the Spouse die before the end of the guaranteed period the last designated beneficiary of the survivor of the Member and the Spouse, or failing that, the estate of the survivor, will become entitled to receive the remaining benefits payable until the end of the guaranteed period.

Payment to the Spouse

The settlement options available to a Spouse are those outlined for locked-in and non-locked-in benefits in the section defining Benefit Settlement Options. Alternatively, the Spouse may elect to receive a lump sum payment.

In the event a life annuity with a guarantee period is elected by the Spouse, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the Spouse's Latest Retirement Date. If beyond the Spouse's Latest Retirement Date, payments must commence not later than one year after the Member's date of death.

Waiver of Entitlement to Death Benefits

Prior to the Member's death, a Spouse may waive entitlement to death benefits under the Plan in the form and manner prescribed by Applicable Legislation. If waived, and not subsequently revoked, the death benefit will be paid to the Member's designated beneficiary or the Member's

estate if a beneficiary has not been designated. The waiver may be revoked prior to the death of the Member.

Payment to the Beneficiary or Estate

A Member may designate a beneficiary to receive death benefits under the Plan and may change such designation at any time.

The pre-retirement death benefit payable to a beneficiary or the Member's estate will be settled in a lump sum.

Section VIII - Benefit Settlement Options

The following provisions apply with respect to a Saskatchewan employee. Any other **Benefit Settlement Options** provisions under the Plan do not apply.

Subject to Applicable Legislation, the Vested Value of a Member's account on early, normal or late retirement, death, termination of employment or termination of the Plan may be settled as described below.

Locked-in Benefits

The locked-in portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- purchase either an immediate or deferred life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a prescribed income arrangement in accordance with Applicable Legislation
- transfer to a locked-in retirement account as prescribed under Applicable Legislation
- transfer to another registered pension plan, if that plan permits

Non-Locked-In or Unlocked Benefits

The non-locked-in or unlocked portion of the Vested Value of the Member's account may be settled in any one or a combination of the following options:

- a cash payment of the lump sum value
- purchase a life annuity from a corporation, licensed or otherwise authorized under the laws of Canada or a province to carry on an annuities business in Canada, provided such annuity meets the requirements of Applicable Legislation
- transfer to a registered retirement savings plan
- transfer to a registered retirement income fund
- transfer to another registered pension plan, if that plan permits

If the Member's benefits are vested and he has not made an election within 90 days following termination of membership, the Plan Administrator may, after advising the Member of the course of action, transfer the Vested Value of the Member's account to an insurance company to purchase a deferred annuity in accordance with Applicable Legislation.

If the Spouse is entitled to a death benefit under the Plan and has not made an election within 180 days following receipt of proof of the Member's death by the Plan Administrator, the Spouse may be deemed to have elected settlement in the form of a lump sum cash payment.

Section IX - Other Administration Provisions

The following provisions apply with respect to a Saskatchewan employee in place of any similar provisions under the Plan.

Determination on Basis of Sex

The sex of an individual shall not be taken into account when determining:

- eligibility for membership in the Plan,
- the rate or amount of contributions required to be paid by a Member, or
- any benefit amount payable under the Plan.

Marriage or Relationship Breakdown

Entitlement to receive a benefit under the Plan on marriage or relationship breakdown is determined by an inter-spousal agreement or court order under Applicable Legislation.

Where the Member has not commenced receiving a pension, the entitlement is subject to a limit of 50% of the Vested Value of the Member's account accrued during the period that the spousal relationship began and ending on the date mentioned in the order or agreement. The entitlement must be transferred to a locked-in retirement account as prescribed under Applicable Legislation.

Where the Member has commenced receiving a pension, the value of the pension or benefit is to be calculated in accordance with the order or agreement.

Surrender, Commutation, Assignment

Except as specifically provided to the contrary in this Plan and subject to Applicable Legislation, benefits under this Plan are not capable of being commuted. Benefits under this Plan shall not be assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment except as specifically required under enforcement of maintenance orders or permitted on marriage/relationship breakdown.