



**THE PENSION PLAN FOR EMPLOYEES OF
BOEING CANADA TECHNOLOGY LTD. ARNPRIOR DIVISION**

Amended and Restated as at January 1, 1992

REGISTRATION NUMBERS

**Ontario - C (003387)
Revenue Canada - (0222828)**

TABLE OF CONTENTS

	Page
ARTICLE 1 HISTORY AND PURPOSE	1
ARTICLE 2 DEFINITIONS	2
ARTICLE 3 ELIGIBILITY AND MEMBERSHIP	7
3.1 Eligibility - Full-time Employee	7
3.2 Eligibility - Part-time Employee	7
3.3 Waiver of Eligibility Requirements	7
3.4 Application for Membership	7
3.5 Cessation of Membership	7
3.6 Re-employment of Former Employees	8
ARTICLE 4 Contributions	10
4.1 Member Required Contributions	10
4.2 Contributions by Company	10
4.3 Overpayments	11
4.4 Remittances to the Fund	11
ARTICLE 5 ACCRUAL DURING SPECIAL LEAVES OF ABSENCE	12
5.1 Meaning of Special Leaves of Absence	12
5.2 Contributions During Special Leaves of Absence	12
5.3 Credited Service During Leave Period	13
5.4 Earnings During Special Leaves of Absence	14
5.5 Leave Ending Before Normal Retirement Date	14
5.6 Leave Continuing Until Normal Retirement Date	14
5.7 Death During Leave	15
ARTICLE 6 MANAGEMENT OF THE FUND	16
6.1 Administration of the Fund	16
6.2 Investment of the Fund	16
6.3 Expenses	16
6.4 Withdrawal of Assets from An Ongoing Plan	16

ARTICLE 7 TRANSFER OF EMPLOYEES	17
7.1 Transfer To the Plan	17
7.2 Transfers Out of the Plan	18
ARTICLE 8 RETIREMENT DATES	20
8.1 Normal Retirement Date	20
8.2 Early Retirement Date	20
8.3 Postponed Retirement Date	20
ARTICLE 9 RETIREMENT BENEFITS	21
9.1 Normal Retirement Pension	21
9.2 Early Retirement Pension	21
9.3 Postponed Retirement Pension	22
9.4 Minimum Benefits With Respect to Required Contributions	22
9.5 Small Benefit Commutation	23
9.6 Maximum Pension	23
9.7 Post Retirement Pension Increase	24
ARTICLE 10 NORMAL AND OPTIONAL FORMS	25
10.1 Normal Form	25
10.2 Mandatory Form	25
10.3 Waiver of Joint and Survivor Form	25
10.4 Optional Forms Available	25
ARTICLE 11 TERMINATION OF EMPLOYMENT	27
11.1 Post-1986 Benefits	27
11.2 Pre-1987 Benefits	27
11.3 Excess Contributions	28
11.4 Early Commencement of Deferred Pension	29
11.5 Portability	29
11.6 Small Benefit Commutation	30
ARTICLE 12 BENEFICIARY DESIGNATION	31
12.1 Beneficiary Designation	31
12.2 No Beneficiary	31
12.3 Death of a Beneficiary	31

ARTICLE 13 DEATH BENEFITS	32
13.1 Death Before 24 Months of Plan Membership	32
13.2 Death After 24 Months of Plan Membership	32
13.3 Death After Pension Commencement	33
13.4 Spousal Priorities and Payment Options	33
13.5 Spousal Waiver	34
13.6 Death Benefit Payable to a Non-Spouse Beneficiary and Payment Options	34
13.7 Excess Contributions	34
ARTICLE 14 ADMINISTRATION OF THE PLAN	35
14.1 Responsibility for Administration	35
14.2 Information to Members	35
14.3 Indemnification	35
ARTICLE 15 FUTURE OF THE PLAN	37
15.1 Right to Amend or Terminate the Plan	37
15.2 Amendment of the Plan	37
15.3 Termination of the Plan	37
15.4 Wind-up Surplus	37
ARTICLE 16 GENERAL PROVISIONS	38
16.1 Frequency and Timing of Pension Benefits	38
16.2 Non-Alienation	38
16.3 Alienation of Benefits on Marriage Breakdown	38
16.4 Non-Commutation of Benefits	39
16.5 Rights of Employees	39
16.6 Information to Be Provided Before Benefits are Paid	39
16.7 Company Records	39
16.8 Construction	39
16.9 Severability	40
16.10 Captions and Headings	40
16.11 Articles and Sections	40
16.12 Currency	40

ARTICLE 1
HISTORY AND PURPOSE

1. 1.1 The Pension Plan for Employees of Boeing Canada Technology Ltd., Arnprior Division (the "Plan") is a continuation of the pension plan which was originally established on August 1, 1955 for the purpose of providing pensions to its employees.

The Plan is subject to a Funding Agreement entered into between the Company and the Central Guaranty Trust Company (formerly Guaranty Trust Company of Canada) dated August 17, 1978.

The Plan was amended and restated effective January 1, 1988 to incorporate changes required for compliance with the Pension Benefits Act, 1990 (Ontario).

- 1.2 The Plan is amended and restated to incorporate amendments to the Plan since the Plan was last restated January 1, 1988 and changes required under the Income Tax Act effective January 1, 1992.

Prior to January 1, 1992 the Plan allowed Members to make additional voluntary contributions. As there were no additional voluntary contributions accumulated in the Plan on December 31, 1991, all references to additional voluntary contribution have been deleted and the right to make additional voluntary contributions is withdrawn effective January 1, 1992.

- 1.3 The terms of the Plan, as restated, will apply to Members who retire, terminate employment or die on and after January 1, 1992 unless stated otherwise. The benefits of Members who retired, terminated or died before this date, are determined by the terms of the Plan in effect at the relevant date.

- 1.4 The Plan, as amended from time to time, will remain in effect subject to the continued registration thereof by:

- (a) the relevant tax authorities as is necessary to establish that the Company is entitled to deduct its contributions to this registered pension plan from taxable income before the computation of income tax under the Income Tax Act (Canada) and any other applicable tax legislation; and
- (b) the Pension Commission of Ontario in accordance with the Pension Benefits Act, 1990 of Ontario.

ARTICLE 2
DEFINITIONS

2. In this Plan, the following terms and expressions will have the following meanings, unless a different meaning is required by the context.
- 2.1 **Actuarial Equivalent** means a pension of an equivalent value where such equivalent is established using actuarial tables, actuarial assumptions and methodology as may be adopted by the Company on the recommendation of the Actuary, subject to the requirements of the Pension Benefits Act and the Income Tax Act.
- 2.2 **Actuary** means a Fellow of the Canadian Institute of Actuaries or a firm of independent actuaries, at least one of whose actuaries is a Fellow of the Canadian Institute of Actuaries.
- 2.3 **Beneficiary** means the person designated by a Member under Section 12.1 and includes the Member's estate where there is no such person.
- 2.4 **Commutated Value** means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed using rates of interest, the actuarial tables and other assumptions as may be adopted by the Company on the recommendation of the Actuary, subject to the requirements of the Pension Benefits Act and the Income Tax Act.
- 2.5 **Company** means Boeing Canada Technology Ltd., Arnprior Division and any affiliated or associated company which may be designated as a participating employer by the Company. Where any reference in the Plan is made to any action to be taken, consent, approval or opinion to be given, discretion or decision to be exercised by the Company, "Company" means the Boeing Canada Technology Ltd., Arnprior Division acting through the Board of Directors of Boeing Canada Technology Ltd., Arnprior Division or any person authorized by that Board of Directors for purposes of the Plan.
- 2.6 **Continuous Service** means the years and completed months of an Employee's uninterrupted period of employment with the Company since the Employee's last date of hire by the Company, including any period of lay-off not exceeding 2 years and temporary suspension of employment.

- 2.7** **Credited Service** means the period of the Member's Continuous Service during which the Member makes contributions to the Plan in accordance with Section 4.1 or was not required to make contributions to the Plan in accordance with Section 5.2.

Credited Service shall include periods of Continuous Service, as approved by the Company, during which a Designated Member did not make contributions to the Plan.

For a Member who is employed on a full-time basis, "Credited Service" will be determined in years with proportional allowance for completed months. Any month during which a Member is employed by the Company for at least 15 days will be considered a complete month.

For a Member who is employed on a less than full-time basis, "Credited Service" will be determined for each Plan Year of less than full-time employment by multiplying the Member's period of Credited Service, as defined hereunder, by the ratio of such Member's actual hours worked on a less than full-time basis during the Plan Year to the hours regularly scheduled to be worked by a full-time Member during that time period.

- 2.8** **Designated Member** means a Member who is classified by the Company as a designated Employee.

- 2.9** **Earnings** means an Employee's compensation received in the Plan Year from the Company exclusive of:

- (a) overtime pay; and
- (b) bonuses; and
- (c) all payments in excess of those amounts required under the provisions of the Ontario Employment Standards Act made as a consequence of termination of employment.

For an Employee who is employed on a less than full-time basis, the Employee's Earnings are multiplied by the ratio of the hours regularly scheduled to be worked by full-time Employees in the Plan Year to the Employee's actual hours worked (other than overtime hours) during the Plan Year.

6/12/1990

2.10 Employee means any person who is employed by the Company on a regular full-time basis or, on and after January 1, 1988, on a full-time and part-time basis, provided the individual is not otherwise participating in any other pension plan sponsored by the Company and is a member of one of the following employment classifications.

- (a) Class I - Production and maintenance employees who are members of Local 1542 of the International Association of Machinists and Aerospace Workers.
- (b) Class II - Office and Technical employees who are members of the Office and Technical Unit of Local 1542 of the International Association of Machinists and Aerospace Workers.
- (c) Class III - Non-union General Salary & Professional employees who are not members of a union.
- (d) Class IV - Management personnel

2.11 Final Average Earnings means the average of the Member's Earnings during the best five years of Continuous Service within the ten year period preceding the Member's retirement, death or termination of Continuous Service in which the highest average is attained. If a Member has not completed five years of Continuous Service, his Final Average Earnings will be based on the average of the Member's Earnings during the Member's years of Continuous Service.

2.12 Fund means the assets held from time to time by the Funding Agent under the terms of the Funding Agreement.

2.13 Funding Agent means a trust company, insurance company authorized to carry on a life insurance business in Canada or a group of individuals resident in Canada, at least one of whom is independent of the Company, and includes any combination thereof appointed by the Company to hold, administer and invest the Fund.

2.14 Funding Agreement means any agreement or agreements now or hereafter entered into between the Company and the Funding Agent respecting the Fund.

2.15 Income Tax Act means the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.

2.16 Interest means interest credited annually on:

(a) Required Contributions

a Member's required contributions, at a rate equal to the applicable average of the yields of 5 year personal fixed term chartered bank deposits (CANSIM series B14045);

(b) Lump Sum Payments

lump sum payments out of the Fund, at a rate which is reasonably attributable to the operation of the Fund.

Interest will commence to accrue no later than the first of the month following the month in which the contributions were required to be paid into the Fund and will be credited to the date the Member's Continuous Service terminates. Lump sum payments (or transfers) out of the Fund will be credited with interest from the date of determination to the date of payment (or transfer).

2.17 Member means an Employee or former Employee who has joined the Plan and who continues to be eligible to benefits and rights under the Plan.

2.18 Pension Benefits Act means the Pension Benefits Act, 1990, Statutes of Ontario and the Regulations thereunder, as amended or replaced from time to time.

2.19 Plan means the Pension Plan for Employees of Boeing Canada Technology Ltd., Arnprior Division as amended from time to time.

2.20 Plan Year means the calendar year.

2.21 Spouse means, at the time a determination of marital status is required, a person of the opposite sex to whom the Member is:

- (a) legally married, if the Member is not living separate and apart from that person;
- (b) not legally married but the Member and that person have been cohabiting continuously in a conjugal relationship for at least 3 years; or
- (c) not legally married but the Member and that person are cohabiting in a conjugal relationship of some permanence and are jointly the natural or adoptive parents of a child, both as defined in the Family Law Act, 1986 (Ontario).

2.22 Total Disability means a disability:

- (a) throughout which the Member is physically or mentally impaired so as to prevent the performance of employment duties in which the Member was engaged before the impairment occurred;
- (b) which is certified, in writing, by a medical doctor licensed in Canada or where the Member resides; and
- (c) in respect of which the Member is entitled to benefits from the Company's weekly indemnity plan.

2.23 YMPE means, in respect of any Plan Year, the year's maximum pensionable earnings as defined under the Canada Pension Plan.

In this Plan, unless the context requires otherwise, reference to the male gender will include the female gender and words importing the singular number only include the plural number and vice versa.

ARTICLE 3
ELIGIBILITY AND MEMBERSHIP

3. 3.1 Eligibility - Full-time Employee

Each full-time Employee is required to join the Plan on the first day of the month coincident with or following the completion of one year of Continuous Service.

3.2 Eligibility - Part-time Employee

Each part-time Employee may join the Plan on the later of:

- (a) January 1, 1988; or
- (b) the first day of any month coincident with or next following the completion of 24 months of Continuous Service,

if the Employee has worked 700 hours or earned not less than 35% of the YMPE in each of the 2 immediately preceding calendar years.

3.3 Waiver of Eligibility Requirements

Notwithstanding the above, the Company may waive the foregoing eligibility requirements in order that a specific class of Employee may join the Plan, if such waiver is not based on the age, sex or marital status of the class of Employee concerned.

3.4 Application for Membership

In order to enrol in the Plan, an Employee will complete and file with the Company the necessary enrolment documents, as determined by the Company.

3.5 Cessation of Membership

A Member will cease to accrue benefits hereunder only upon termination of Continuous Service or classification to a job category not covered by the Plan, or termination of the Plan, if earlier.

A Member's participation in the Plan will be suspended effective from the date he becomes a participant in any other Company pension plan to which the Company makes contributions on his behalf.

A part-time Employee who becomes a Member will not cease to be a Member or accrue benefits hereunder only because, in a given calendar year, the Employee's Earnings are less than 35% of the YMPE or the Employee has worked less than 700 hours for the Company.

3.6 Re-employment of Former Employees

(a) Pensioners

If a former Employee who has commenced to receive a pension under the Plan is subsequently re-hired by the Company, pension payments will cease. Such Member will be immediately eligible to join the Plan. The Member's previous period of Continuous Service, Credited Service and Plan membership will be considered for vesting and locking-in purposes. The benefit payable under the Plan at the Member's subsequent retirement or death will be based on:

- (1) all periods of Credited Service;
- (2) the greater of Final Average Earnings determined at the Member's subsequent retirement or death and Final Average Earnings determined at the earlier retirement. For this purpose only, Earnings means the Member's Earnings received during all periods of Continuous Service with the Company; and
- (3) the terms of the Plan in effect at the Member's subsequent retirement or death.

(b) Non Pensioners

If a former Employee, other than a person described in Section 3.6(a), is subsequently re-hired by the Company and such Employee, at the time of the earlier termination, elected a deferred pension payable under the Plan, such Employee will be immediately eligible to join the Plan. The Member's previous period of Continuous Service, Credited Service and Plan membership will be considered for vesting and locking-in purposes. The benefit payable under the Plan at the Member's subsequent retirement, death or termination of Continuous Service will be based on:

- (1) all periods of Credited Service;
- (2) the greater of Final Average Earnings determined at the Member's subsequent retirement, death or termination of Continuous Service and Final Average Earnings determined at the earlier termination of Continuous Service. For this purpose only, Earnings means the Member's Earnings received during all periods of Continuous Service with the Company; and
- (3) the terms of the Plan in effect at the Member's subsequent retirement, death or termination of Continuous Service.

If the former Employee, at the earlier termination, elected to receive a cash refund or transferred the Commuted Value of the Member's benefits out of the Plan, such Employee will be treated as a new Employee for all purposes of the Plan. Any benefit earned after the date of re-hire will be calculated based on Continuous Service, Credited Service, Earnings and Final Average Earnings after the re-hire date.

ARTICLE 4
CONTRIBUTIONS

4. 4.1 Member Required contributions

Subject to Section 4.3 and Article 5, each Member, who is an Employee, will be required to contribute to the Plan, by payroll deduction, an amount equal to:

- (a) 2.50% of Earnings not in excess of the YMPE;

PLUS

- (b) 4.00% of Earnings in excess of the YMPE.

A Member's contributions for any Plan Year, under this Section 4.1:

- (a) before January 1, 1991, will not exceed the maximum amount which may be deducted from taxable income under the Income Tax Act; and
- (b) on and after January 1, 1991, will not exceed the lesser of:
- (1) 9% of the Member's compensation for the year; and
 - (2) \$1,000 plus 70% of the Member's pension credit (as defined under the Income Tax Act) for the year under the Plan.

4.2 Contributions by Company

- (a) Subject to Section 4.2(b) and (c), the Company will make such contributions to the Fund as are required, based on the advice of the Actuary, to provide:
- (1) the normal cost of the benefits currently accruing to Members under the Plan; and
 - (2) for the proper amortization of any unfunded liability or solvency deficiency,

both in accordance with the Pension Benefits Act, after taking into account the assets of the Fund, contributions of Members, and all other relevant factors.

- (b) The contributions made by the Company to the Fund, in accordance with Section 4.2(a), in any Plan Year will not exceed such maximum amount permitted as eligible contributions as defined under the Income Tax Act.
- (c) If at any time while the Plan continues in existence the Actuary certifies that the assets of the Fund exceed the actuarial liabilities of the Plan in respect of benefits defined in the Plan ("surplus"), such surplus assets, or any portion of such assets, may be used by the Company to reduce its contribution obligations under Section 4.2(a), subject to any limitations prescribed under the Pension Benefits Act and the Income Tax Act.

4.3 Overpayments

Subject to the prior approval of the Superintendent of Pensions of Ontario, any payment by the Company or the Employee, as applicable, in a Plan Year in excess of the amount required to be contributed under this Article 4 (or payments made by the Company that should have been paid out of the Fund) may be returned to the Company or the Member, as applicable, out of the Fund.

4.4 Remittances to the Fund

The Company will remit to the Funding Agent for deposit in the Fund:

- (a) the Company's contributions in respect of the normal cost of benefits in monthly instalments within 30 days following the month for which the contributions are payable;
- (b) the Company's contributions in respect of special payments to amortize an unfunded actuarial liability or solvency deficiency in equal monthly instalments throughout the Plan Year; and
- (c) Member contributions within 30 days following the month in which such sums are deducted from a Member's pay.

ARTICLE 5
ACCRUAL DURING SPECIAL LEAVES OF ABSENCE

5. 5.1 Meaning of Special Leaves of Absence

Throughout this Article 5, "Special Leaves of Absence" means unpaid leaves of absence attributable to:

- (a) active military service in the Canadian Armed Forces ("Military Leave");
- (b) a Total Disability not in excess of twenty-six weeks during which the Member is in receipt of income disability benefits under the Weekly Indemnity Plan of the Company;
- (c) an injury occurring on and after January 2, 1990 in respect of which the Member is entitled to receive benefits under the Workers' Compensation Act ("Job-Related Disability"); or
- (d) a maternity/parental leave taken on and after November 18, 1990, resulting from the birth or adoption of a child ("Maternity/Parental Leave").

5.2 Contributions During Special Leaves of Absence

(a) Military Service

a Member is exempt from the requirement to make contributions to the Plan during a Special Leave of Absence attributable to a Military Leave; and

(b) Total Disability

a Member is not permitted to make contributions to the Plan during a Special Leave of Absence attributable to Total Disability; and

(c) Workers' Compensation and Maternity/Parental Leaves

a Member may elect to make required contributions to the Plan during a Special Leave of Absence attributable to either a Job-Related Disability or Maternity/Parental Leave.

5.3 Credited Service During Leave Period

Each year, or part thereof, during the Special Leave of Absence counts as a year, or part thereof, of Credited Service for the Member:

(a) Military Leaves

until the earliest of 3 months from the date of the Member's discharge from the Canadian Armed Forces, the Member's death or the Member's normal retirement date, if the Special Leave of Absence is attributable to a Military Leave;

(b) Total Disability

until the earliest of

A the cessation of the twenty-sixth week during which the Member is in receipt of income disability benefits under the Weekly Indemnity Plan of the Company;

B the Member's date of recovery, termination, death or normal retirement date,

if the Special Leave of Absence is attributable to a Total Disability;

(c) Workers' Compensation Leaves

until the earliest of the expiry of the period prescribed by the Ontario Workers' Compensation Act, the date the Member returns to active Continuous Service, death or normal retirement date, if the Special Leave of Absence is attributable to a Job-Related Disability; and

(d) Maternity/Parental Leaves

until the earliest of the expiry period prescribed by the Ontario Employment Standards Act, the date the Member returns to active Continuous Service, death or normal retirement date, if the Special Leave of Absence is attributable to a Maternity/Parental Leave.

subject to a maximum Credited Service accrual for all Special Leaves of Absence (other than Special Leaves of Absence attributable to Total Disability) of 5 years plus one additional year in the case of each parental leave, further subject to an overall maximum of 8 years of Credited Service.

5.4 Earnings During Special Leaves of Absence

For the purpose of accruals during Special Leaves of Absence described under Section 5.3:

- (a) subject to Section 5.4(b), the Member's Earnings are deemed to be equal to the rate of Earnings received by the Member immediately before the commencement of the Special Leave of Absence; and
- (b) the Member's Earnings are deemed to be equal to the rate of Earnings the Member would have received had the Member not taken a Special Leave of Absence, if the Special Leave of Absence is attributable to a Maternity/Parental Leave.

5.5 Leave Ending Before Normal Retirement Date

If the Member's Special Leave of Absence ends before normal retirement date and

- (a) the Member returns to active Continuous Service, the pension will be calculated based on the provisions of the Plan, as modified by Sections 5.2, 5.3 and 5.4, in effect at the date of the Member's subsequent termination, death or retirement; or
- (b) the Member does not return to active Continuous Service, the Member will be deemed to have terminated employment or retired, as applicable, for purposes of the Plan as of the date that the Special Leave of Absence ends and a pension will be calculated based on the provisions of the Plan, as modified by Sections 5.2, 5.3 and 5.4, in effect at the date of the Member's deemed termination or deemed retirement, as applicable.

5.6 Leave Continuing Until Normal Retirement Date

If the Member's Special Leave of Absence continues until his normal retirement date, the Member will be deemed to retire at his normal retirement date and a pension will be calculated based on the provisions of the Plan, as modified by

Sections 5.2, 5.3 and 5.4, in effect at the date of the Member's deemed retirement.

5.7 Death During Leave

If the Member dies during a Special Leave of Absence, death benefits will be payable in accordance with Article 13.

ARTICLE 6
MANAGEMENT OF THE FUND

6. 6.1 Administration of the Fund

The Fund will be administered by the Funding Agent in accordance with the Funding Agreement.

6.2 Investment of the Fund

The assets of the Fund will be invested in accordance with the Pension Benefits Act.

6.3 Expenses

All normal and reasonable fees and expenses incurred in the operation and administration of the Plan and the Fund will be paid from the Fund. Where the Company has made payments on account of such expenses, the Company will be entitled to reimbursement by the Funding Agent from assets of the Fund. Fees and expenses of the Company and its agents are payable from the Fund unless prohibited by the Pension Benefits Act.

6.4 Withdrawal of Assets from An Ongoing Plan

Subject to receiving the prior consent of the Pension Commission of Ontario, if, at any time while the Plan continues in existence, the Actuary certifies that the assets of the Fund exceed its liabilities in respect of any or all of the following periods:

- (a) from August 1, 1955 to and including December 31, 1986;
- (b) from January 1, 1987 to and including December 31, 1992; and
- (c) after December 31, 1992,

then all or part of such excess of Plan assets over Plan liabilities may be refunded to the Company.

ARTICLE 7
TRANSFER OF EMPLOYEES

7. 7.1 Transfer To the Plan

If an employee of a Canadian company associated, affiliated or subsidiary to the Company, (the "Affiliated Company"), as applicable, is transferred to a category of employment such that the individual becomes an Employee for purposes of the Plan, such Employee will become a Member of the Plan upon the latter of:

- (a) the Employee meeting the eligibility requirements set out in Article 3. For the purposes of this Section 7.1(a) the Employee's Continuous Service will be deemed to include employment with the Affiliated Company;
- (b) the date of transfer of employment.

In the event the Employee becomes a Member any benefit paid from the Plan will be calculated on the basis of:

- (c) the Member's Credited Service
 - (1) accrued from his date of transfer, or
 - (2) accrued from his date of transfer and including the period of continuous employment with the Affiliated Company immediately prior to his date of transfer provided the Company agrees, prior to the date of transfer, to recognize this period as Credited Service, and the Member did not participate in the Affiliated Company's pension plan. In no event will the portion of Credited Service attributable to service with an Affiliated Company exceed 3 years.
- (d) the Member's Continuous Service will be deemed to include the Member's employment with the Affiliated Company for the purpose of vesting and locking-in;
- (e) the Member's Plan membership will be deemed to include participation in another registered pension plan sponsored by the Affiliated Company for the purpose of vesting and locking-in; and

- (f) the Member's Final Average Earnings includes earnings received by the Member from the Affiliated Company.

7.2 Transfers Out of the Plan

- (a) Credited Service does not include service with an Affiliated Company

If a Member of the Plan:

- (1) is transferred to a Canadian company associated, affiliated or subsidiary to the Company (the "Affiliated Company"), as applicable;
- (2) ceases to be an Employee for the purposes of the Plan; and

the Company has not agreed prior to the date of transfer to recognize service with the Affiliated Company as Credited Service, the Member's participation in the Plan will cease. No benefits will be payable from the Plan until such time as the Member subsequently retires, terminates or dies.

Benefits payable under the Plan will be calculated on the basis of:

- (A) the Member's Credited Service accrued to his date of transfer;
- (B) the Member's Continuous Service will be deemed to include employment with the Affiliated Company for the purpose of vesting and locking-in;
- (C) the Member's Plan membership will be deemed to include membership in any pension plan sponsored by the Affiliated Company for the purpose of vesting and locking-in determined at the Member's subsequent termination, death or retirement;
- (D) the Member's Final Average Earnings determined on the Member's date of transfer; and
- (E) the terms of the Plan in effect on the Member's date of transfer.

(b) Credited Service does include service with an Affiliated Company

If a Member of the Plan:

- (1) is transferred to a Canadian company associated, affiliated or subsidiary to the Company (the "Affiliated Company"), as applicable; and
- (2) (i) is not a member of the Affiliated Company's pension plan; and
 - (ii) the Company has agreed prior to the transfer to recognize an authorized period of service with the Affiliated Company as Credited Service.

Benefits payable under the Plan will be calculated on the basis of:

- (A) the Member's Credited Service accrued to his date of transfer and continuous employment with the Affiliated Company commencing from his date of transfer during which the Member made contributions to the Plan in accordance with Section 4.1. A period of Credited Service with the Affiliated Company will not exceed 3 years;
- (B) the Member's Continuous Service will be deemed to include employment with the Affiliated Company for the purpose of vesting and locking-in;
- (C) the Member's Plan membership will be deemed to include subsequent membership in any pension plan sponsored by the Affiliated Company for the purpose of vesting and locking-in determined at the Member's subsequent termination, death or retirement;
- (D) the Member's Final Average Earnings includes earnings received by the Member from the Affiliated Company during the period the Member made contributions to the Plan; and
- (E) the terms of the Plan in effect on the date the Member ceases to make contributions to the Plan.

ARTICLE 8
RETIREMENT DATES

8. 8.1 Normal Retirement Date

For the purposes of the Plan, normal retirement date means the first day of the month coincident with or next following the Member's 65th birthday.

8.2 Early Retirement Date

If the Continuous Service of a Member terminates after the Member has attained age 55 but before the Member's normal retirement date,

- (a) the Member will be considered to have retired early for the purposes of the Plan on an early retirement date which is the first day of the month coincident with or next following the date on which the Member's Continuous Service terminates, and
- (b) the Member will be entitled to receive an early retirement pension.

8.3 Postponed Retirement Date

If, under provincial law and the Company's policy concerning retirement, a Member has remained in Continuous Service after normal retirement date, the Member may retire on the first day of any month after normal retirement date, which date will be the Member's postponed retirement date.

In no event will a Member's postponed retirement date be deferred beyond the end of the calendar year in which the Member attains age 71.

ARTICLE 9
RETIREMENT BENEFITS

9. 9.1 Normal Retirement Pension

A Member who retires on normal retirement date will receive an annual pension, commencing on the Member's normal retirement date, equal to 1.5% of Final Average Earnings multiplied by Credited Service.

In no event will the benefit accrued in the Plan Year under this Section 9.1 result in an amount such as a pension adjustment (as defined in the Income Tax Act), or any other adjustment determined under the Income Tax Act being inappropriate having regard to the provisions of the Income Tax Act and the purposes for which the amount is determined.

9.2 Early Retirement Pension

A Member who retires early in accordance with Section 8.2 may elect either:

- (a) a pension, commencing on the first day of any month on or following early retirement date up to the Member's normal retirement date. The Member's pension will be the pension calculated according to the formula in Section 9.1 reduced by 0.25% for each month the commencement of pension precedes age 60; or
- (b) a deferred pension, commencing at normal retirement date, calculated according to the formula in Section 9.1,

based on the Member's Credited Service at early retirement date.

In lieu of the pension described in Section 9.2(a) or (b) a Member who retires early in accordance with Section 8.2 may elect to have the Commuted Value of the pension accrued to the Member's early retirement date, plus Interest:

- (1) transferred to another pension plan, if the administrator of that pension plan agrees to accept the transfer;
- (2) transferred to a registered retirement savings plan, as prescribed in the Pension Benefits Act;

- (3) applied to purchase an annuity contract, as prescribed by the Pension Benefits Act, from an insurance company licensed to transact business in Canada; or
- (4) transferred to any other vehicle which may be permitted by the Pension Benefits Act or the Income Tax Act.

The Company will not permit a transfer or purchase under this Section 9.2 unless the Company is satisfied that the transfer or purchase is in accordance with the Pension Benefits Act; and any restrictions in the Pension Benefits Act, with regard to the solvency of the Plan, have been met.

If the Commuted Value of a Member's pension exceeds such maximum amount as may be prescribed under the Income Tax Act, the amount transferred in accordance with this Section 9.2 will not exceed the prescribed maximum amount and the excess of the Commuted Value over the amount transferred will remain to the Member's credit in the Plan to provide a deferred pension.

Where a transfer of funds has been made in accordance with this Section 9.2 there will be no further liability under the Plan for any benefits relating to such funds.

9.3 Postponed Retirement Pension

A Member who remains in Continuous Service beyond normal retirement date in accordance with Section 8.3 will receive in the event the Member elects to postpone receipt of a pension and continue making contributions to the Plan during the postponed retirement period, an annual pension equal to the pension calculated according to the formula in Section 9.1 based on the Member's Earnings, Final Average Earnings and Credited Service at his postponed retirement date.

9.4 Minimum Benefits With Respect to Required Contributions

(a) contributions Made Before January 1, 1987

Upon the earlier of the Member's retirement, death or termination of Continuous Service, the Commuted Value of the Member's pension for Credited Service before January 1, 1987 will be at least equal to the Member's required contributions made to the Plan before January 1, 1987, plus Interest.

(b) contributions Made After 1986

If, upon the earlier of the Member's retirement, death or termination of Continuous Service,

- (1) the Member's required contributions made to the Plan on and after January 1, 1987, plus Interest, exceed
- (2) 50% of the Commuted Value of the Member's pension:
 - (i) for Credited Service on and after January 1, 1987; plus
 - (ii) benefits accrued or granted to the Member by an amendment to the Plan made on and after January 1, 1988, for Credited Service before January 1, 1987,

the Member, the Member's Spouse or Beneficiary, as applicable, will be entitled to a refund of the excess (referred to as Excess Contributions).

9.5 Small Benefit Commutation

Where the annual pension payable on the Member's normal retirement date is less than 2% of the YMPE in the year of the Member's retirement, or such other amount as may be prescribed under the Pension Benefits Act, the Member will receive a lump sum payment equal to the Commuted Value of the Member's pension or deferred pension in full discharge of all obligations under the Plan.

9.6 Maximum Pension

Notwithstanding any other provision of this plan to the contrary the pension payable to a Member under this Plan in respect of Credited Service including a pension payable under any other registered pension plan sponsored by the Company and any pension payable to a Member's Spouse or former Spouse under Section 16.3, at retirement, termination of Continuous Service or termination of the Plan, will not exceed the Member's years of Credited Service, to a maximum of 35 years multiplied by the lesser of:

- (1) \$1,715; and
- (2) 2% of the average of the Member's best 3 consecutive years' remuneration from the Company.

After December 31, 1991 this Section 9.6 will not apply to annual pension benefits of \$300 or less per year of Credited Service.

9.7 Post Retirement Pension Increases

(a) Effective April 1, 1991

Effective April 1, 1991 the annual pension payable to a former Member who

(1) on the date immediately prior to his termination of employment was a Class I Employee; and

(2) on December 31, 1990 was in receipt of a pension from the Plan;

will be increased by 2.5% for each complete year and partial year of retirement prior to January 1, 1991.

A partial year will be based on completed months.

(b) Effective August 1, 1991

Effective August 1, 1991 the annual pension payable to a former Member who

(1) on the date immediately prior to his termination of employment was classified as a Class II Employee, a Class III Employee or a Class IV Employee; and

(2) on December 31, 1990 was in receipt of a pension from the Plan;

will be increased by 2.5% for each complete year and partial year of retirement prior to January 1, 1991.

A partial year will be based on completed months.

ARTICLE 10
NORMAL AND OPTIONAL FORMS

10. 10.1 Normal Form

The normal form of pension payable under the Plan is an annuity payable in monthly instalments for the life of the Member and, in any event, for a period of not less than 60 months. If the Member dies before receiving 60 payments, the Member's Beneficiary will receive the balance of the remaining payments on a monthly basis.

10.2 Mandatory Form

The mandatory form of pension payable under the Plan, for a Member who has a Spouse on the date pension payments commence, is a joint and survivor annuity payable in monthly instalments of a reduced amount for the life of the Member and payable after the Member's death to the Member's Spouse for the Spouse's life in monthly instalments equal to 60% of the amount of each monthly instalment paid during the life of the Member. This joint and survivor annuity will be the Actuarial Equivalent of the pension in the form described in Section 10.1.

10.3 Waiver of Joint and Survivor Form

A Member may elect to receive a pension in a form that provides for no monthly payments (or monthly payments less than the amount described in Section 10.2) to continue to his Spouse, provided the Company receives a written waiver signed by the Member and the Member's Spouse acknowledging the Spouse's right to a pension upon the death of the Member and agreeing to waive that right.

The waiver is not effective unless it is delivered within the 12-month period immediately preceding the commencement of pension payments. The waiver may be revoked by written notice delivered before the commencement of pension payments.

10.4 Optional Forms Available

- (a) Subject to Section 10.4(b) and (c), in lieu of the normal form of pension described in Section 10.1 or the mandatory form of pension described in Section 10.2, and subject to Section 10.3, a Member may elect before pension payments commence one of the following optional forms of pension.

The form of payment elected will be the Actuarial Equivalent of the normal form of pension described in Section 10.1.

(1) Joint and last Survivor

Under this option, the Member receives a reduced monthly pension payable for life and, after the Member's death, 100%, 66 2/3% or 50%, as elected, of the monthly pension will continue to the Member's joint annuitant for life.

On and after January 1, 1992, the Member may only designate a Spouse or former Spouse as a joint annuitant.

(2) Level Income Option

Under this option, the Member receives increased amounts of monthly pension until age 65 and a reduced pension thereafter, in order to provide a level pension income from all sources throughout retirement.

(3) Life With a Guarantee

Under this option, the Member receives a monthly pension payable for life and, in any event, for a period of not less than 120 or 180 months as elected. If the Member dies before receiving 120 or 180 payments, the Member's Beneficiary will receive the remaining payments on a monthly basis. The maximum guarantee period permitted under this option is 15 years.

(4) Life With No Guarantee

Under this option, the Member receives a monthly pension payable during his lifetime only.

- (b) The Member will advise the Company at least 30 days before the Member's retirement date of the form of pension to be used to provide retirement benefits under the Plan. Section 10.1 or 10.2, as applicable, will apply where such advice is not provided by the Member.

ARTICLE 11
TERMINATION OF EMPLOYMENT

11. 11.1 Post-1986 Benefits

(a) Termination Before 24 Months Plan Membership

A Member who terminates Continuous Service, for any reason other than death or retirement, before completing 24 months of Credited Service membership will receive a lump sum refund of the Member's required contributions made to the Plan on and after January 1, 1987, plus Interest.

(b) Termination After 24 Months of Plan Membership

A Member who terminates Continuous Service, for any reason other than death or retirement, after completing 24 months of continuous Plan membership will receive a deferred pension calculated in accordance with Section 9.1, commencing at normal retirement date, in the amount accrued to the Member

- (1) for Credited Service on and after January 1, 1987;
- (2) for Credited Service before January 1, 1987, if accrued or granted to the Member by an amendment made to the Plan on and after January 1, 1987.

11.2 Pre-1987 Benefits

(a) Before 5 Years of Credited Service

A Member who terminates Continuous Service, for any reason other than death or retirement, before completing 5 years of Credited Service will receive a refund of his required contributions made to the Plan before January 1, 1987, plus Interest.

(b) After 5 Years of Credited Service

Subject to Section 11.2(c), a Member who terminates Continuous Service, for any reason other than death or retirement, after completing 5 years of Credited Service but before both completing 10 years of Continuous Service and attainment of age 45 will receive either:

- (1) a deferred pension, calculated in accordance with Section 9.1 commencing at normal retirement date, in the amount accrued to the Member for Credited Service before January 1, 1987 adjusted in accordance with the following vesting schedule:

VESTING SCHEDULE

Years of Credited Service	Percentage of Retirement benefit payable at normal retirement date
less than 5	0%
5 but less than 6	20%
6 but less than 7	40%
7 but less than 8	60%
8 but less than 9	80%
9 or more	100%
or	

- (2) a refund of the Member's required contributions made to the Plan before January 1, 1987, plus Interest.

✓ (c) After "45" and "10"

A Member who terminates Continuous Service, for any reason other than death or retirement, after both completing 10 years of Continuous Service and attainment of age 45 will receive a deferred pension calculated in accordance with Section 9.1, commencing at normal retirement date, in the amount accrued to him for Credited Service before January 1, 1987.

11.3 Excess Contributions

Upon termination of Continuous Service, for any reason other than retirement, disability or death, a Member will receive a refund of the Member's Excess contributions determined in accordance with Section 9.4(b).

11.4 Early Commencement of Deferred Pension

A Member who terminates Continuous Service, for any reason other than death or retirement, and who is entitled to receive a deferred pension under this Article 11 may elect to commence receiving this pension on the first day of any month on or following attainment of age 55 up to normal retirement date. The amount of this pension will be the Actuarial Equivalent of the deferred pension otherwise commencing at normal retirement date.

11.5 Portability

- (a) A Member who terminates Continuous Service before attaining age 65 may elect to have the Commuted Value of the deferred pension to which the Member is entitled under this Article 11, plus Interest:
 - (1) transferred to another pension plan, if the administrator of that pension plan agrees to accept the transfer;
 - (2) transferred to a registered retirement savings plan, as prescribed in the Pension Benefits Act; or
 - (3) applied to purchase an annuity contract, as prescribed by the Pension Benefits Act, from an insurance company licensed to transact business in Canada.
 - (4) transferred to any other vehicle which may be permitted by the Pension Benefits Act or the Income Tax Act.
- (b) The Company will not permit a transfer or purchase under this Section 11.5 unless the Company is satisfied that the transfer or purchase is in accordance with the Pension Benefits Act; and any restrictions in the Pension Benefits Act, with regard to the solvency of the Plan, have been met.
- (c) After December 31, 1990, if the Commuted Value of a Member's pension exceeds such maximum amount as may be prescribed under the Income Tax Act, the amount transferred in accordance with Section 11.5(a) will not exceed the prescribed maximum amount and the excess of the Commuted Value over the amount transferred will, at the discretion of the Company,

- (1) remain to the Member's credit in the Plan to provide a deferred pension or bridging benefit as determined by the Actuary; or
 - (2) be paid to the Member in a lump sum payment.
- (d) A Member who is entitled to a refund of contributions under this Article 11 may elect to transfer the refunded amount to the Member's registered retirement savings plan.

Where a transfer of funds has been made in accordance with this Section 11.5, there will be no further liability under the Plan for any benefits relating to such funds.

11.6 Small Benefit Commutation

If the annual pension payable at the Member's normal retirement date is not more than 2% of the YMPE in the year of the Member's termination, or such other amount as may be prescribed under the Pension Benefits Act, the Member will receive a lump sum payment equal to the Commuted Value of the pension or deferred pension in full discharge of all obligations under the Plan.

ARTICLE 12
BENEFICIARY DESIGNATION

12. 12.1 Beneficiary Designation

A Member may designate, by written notice delivered to the Company, a Beneficiary to receive any benefits payable on the death of the Member. A Member may revoke or amend such designation in the same manner at any time, subject to any applicable laws governing the designation of beneficiaries.

12.2 No Beneficiary

If a Member fails to validly designate a Beneficiary, or if the Beneficiary predeceases the Member, any benefits payable to the Member's Beneficiary will be paid to the estate of the Member in a lump sum.

12.3 Death of a Beneficiary

If a Beneficiary, as a result of a Member's death, is entitled to payments under the Plan and the Beneficiary dies before receiving any or all of the payments due to him, the Commuted Value of the remainder of the payments will be paid in a lump sum to the estate of the Beneficiary.

ARTICLE 13
DEATH BENEFITS

13. 13.1 Death Before 24 Months of Plan Membership

If a Member dies both before the Member's pension commences and before completing 24 months of continuous Plan membership, the death benefit payable under the Plan is equal to the Member's required contributions made to the Plan on and after January 1, 1987, plus Interest.

13.2 Death After 24 Months of Plan Membership

If a Member dies before the Member's pension commences and after completing 24 months of Plan membership but:

- (a) Prior to the attainment of age 55 and/or completion of 10 years of Continuous Service the death benefit payable under the Plan is equal to
 - (1) the Commuted Value of the Member's accrued pension according to the formula in Section 9.1:
 - (i) for Credited Service on and after January 1, 1987;
 - (ii) for Credited Service before January 1, 1987, if accrued or granted by an amendment made to the Plan on and after January 1, 1987; and
 - (2) the Member's required contributions made to the Plan before January 1, 1987, plus Interest.
- (b) After the attainment of age 55 and completion of 10 years of Continuous Service the death benefit payable under the Plan is equal to the sum of (1) and (2) or (3):
 - (1) the Commuted Value of the Member's accrued pension according to the formula in Section 9.1:
 - (i) for Credited Service on or after January 1, 1987;
 - (ii) for Credited Service before January 1, 1987, if accrued or granted by an amendment made to the Plan on and after January 1, 1987; and

- (2) if the Member has a Spouse, the pension accrued as at January 1, 1987. This pension will be adjusted and payable as if the Member had on the day prior to his death elected a 50% joint and survivor pension; or
- (3) if the Member does not have a Spouse, the Member's required contributions made to the Plan before January 1, 1987, plus Interest.

13.3 Death After Pension Commencement

If a Member dies after the Member's pension has commenced, any benefits payable under the Plan will be determined and payable in accordance with Article 10.

13.4 Spousal Priorities and Payment Options

- (a) Subject to Section 13.5, the benefits payable under Sections 13.2(a)(1) and 13.2(b)(1) are payable to the Member's Spouse.
- (b) The surviving Spouse may elect to receive the benefit described in Sections 13.2(a)(1), 13.2(a)(2) and 13.2(b)(1) in any of the following forms:
 - (1) as a lump sum payment;
 - (2) as an immediate or deferred life annuity in an amount which can be provided by the amount set out in the applicable Section, the annuity will commence before the Spouse's 71st birthday or, if later, within one year after the death of the Member. The deferred annuity may be guaranteed for a period not exceeding 15 years; or
 - (3) as a transfer to:
 - (A) a registered pension plan in which the surviving Spouse is a member or former member, if that plan permits the transfer;
 - (B) the surviving Spouse's registered retirement savings plan; or
 - (C) an insurance company licensed to transact business in Canada to purchase an immediate or deferred life annuity.

If the Spouse does not make an election under this Section 13.4 within 90 days of being advised of the entitlement under this Section, the Spouse will be deemed to have elected the immediate annuity described in Section 13.4(b)(2).

13.5 Spousal Waiver

The Member and the Member's Spouse may waive the Spouse's entitlement under this Article 13 in a manner and in the form prescribed by the Pension Benefits Act.

13.6 Death Benefit Payable to a Non-Spouse Beneficiary and Payment Options

The benefit payable under Sections 13.1 and 13.2(a)(2) and 13.2(b)(3) are payable to the Member's Beneficiary in a lump sum. If the Member does not have a Spouse at the date of death (or having a Spouse, the Member and the Spouse have waived the Spouse's entitlement in accordance with Section 13.5) the benefit payable under Sections 13.2(a)(1) and 13.2(b)(1) are also payable to the Member's Beneficiary in a lump sum.

13.7 Excess Contributions

In addition to any other death benefits payable under this Article 13 the Member's Spouse or, if no Spouse, the Member's Beneficiary is entitled to receive a refund of any Excess Contributions determined under Section 9.4(b).

ARTICLE 14
ADMINISTRATION OF THE PLAN

14. 14.1 Responsibility for Administration

The administrator of the Plan will be the Company. The Company:

- (a) will be responsible for all matters relating to the administration of the Plan;
- (b) may delegate such matters as it deems appropriate to be performed by one or more agents;
- (c) will decide conclusively all matters relating to the operation, interpretation and application of the Plan; and
- (d) may enact rules and regulations relating to the administration of the Plan to carry out the terms hereof and may amend such rules and regulations from time to time. Such rules and regulations will not conflict with any provision of the Plan.

14.2 Information to Members

The Company will provide each Member with a written explanation of the terms and conditions of the Plan and amendments applicable to the Member, together with an explanation of the rights and duties of the Member with reference to the benefits available to the Member under the terms of the Plan. The Company will also provide the Member, Employee, Spouse or any other authorized individual with such other information as may be prescribed under the Pension Benefits Act.

A copy of the Funding Agreement and other documents prescribed under the Pension Benefits Act may be examined by any Member of the Plan (or by any other individual with an interest in the Plan that is recognized under the Pension Benefits Act) at any reasonable time at the head office of the Company or such other location as may be prescribed under the Pension Benefits Act.

14.3 Indemnification

If the Company delegates all or some of its powers of administration to an Employee or Employees of the Company, the Company will defend, save harmless and fully indemnify such Employees, their heirs, executors, administrators, successors and legal representatives, as applicable, at all times from and against all claims and demands of every nature and kind and all proceedings in respect thereof which may be made or brought against them, or

any one of them, on behalf of any Member or a Member's Spouse, heirs, executors, administrators and beneficiaries.

This indemnification includes all costs, disbursements, legal fees and all other expenses reasonably incurred or occasioned in connection therewith, save and except for any claims, demands and proceedings arising from any act or omission which is due to wilful misconduct, fraud or lack of good faith by such Employees, or any one of them.

Any costs related to this indemnification will be payable from the Fund.

ARTICLE 15
FUTURE OF THE PLAN

15. 15.1 Right to Amend or Terminate the Plan

The Company reserves the right to amend or discontinue the Plan either in whole or in part.

15.2 Amendment of the Plan

No amendment will operate to reduce the pension benefits which have accrued to any Member before the date of such amendment.

Where an amendment results in a certifiable past service pension adjustment (as defined under the Income Tax Act) in respect of a Member, the amendment will not apply to such Member prior to certification of the past service pension adjustment in accordance with the Income Tax Act.

15.3 Termination of the Plan

- (a) If the Plan is wound up, in whole or in part, the assets of the Fund will be allocated for provision of benefits in accordance with the terms of the Plan, the Pension Benefits Act, the Income Tax Act and any other applicable legislation.
- (b) If the Plan is wound up, in whole or in part, the Company will not make further contributions to the Fund in respect of the Plan or the portion of the Plan being wound up, as applicable, except for amounts due or that have accrued up to the effective date of the wind-up and have not been paid into the Fund as required by the Plan and the Pension Benefits Act.
- (c) Subject to the application of the Guarantee Fund (as defined in the Pension Benefits Act), if the Plan is wound up, in whole or in part, and the assets in the Fund are not sufficient to pay all the benefits under the Plan or the portion of the Plan being wound up, as applicable, the benefits payable will be reduced in the manner prescribed by the Pension Benefits Act.

15.4 Wind-up Surplus

If after provision for benefits payable to or in respect of Members on the wind-up, in whole or in part, of the Plan, assets remain in the Fund or the part of the Fund affected by a partial wind-up, such assets will be refunded to the Company, provided the Company complies with the requirements of the Pension Benefits Act and the Income Tax Act.

ARTICLE 16
GENERAL PROVISIONS

16. 16.1 Frequency and Timing of Pension Benefits

Unless specified otherwise, payments under the Plan will be payable monthly upon the first day of the month in which they fall due. Where such payments are subject to termination on death, attainment of a specific age or loss of eligibility ("termination event"), the last monthly payment will be payable on the first day of the month in which the termination event occurs.

16.2 Non-Alienation

Except as specified in Section 16.3, money payable under the Plan is subject to the following restrictions:

(a) Void Transactions

any transaction that purports to assign, charge, anticipate or give as security a Member's right or interest under the Plan, or money payable under the Plan, is void; and

(b) Exemption from Seizure

money payable under the Plan is exempt from execution, seizure or attachment.

16.3 Alienation of Benefits on Marriage Breakdown

(a) Support Obligations

Upon the breakdown of the spousal relationship, payments under the Plan are subject to execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Ontario or another relevant jurisdiction, in accordance with the Pension Benefits Act.

(b) Division of Property

Upon the breakdown of the spousal relationship, a Member may assign all or a portion of the Member's benefits and rights under the Plan to a Spouse or former Spouse, within the limits imposed by the Pension Benefits Act.

16.4 Non-Commutation of Benefits

A pension or deferred pension payable under this Plan will not be capable of being commuted, except:

- (a) as provided in Sections 9.5 and 11.6; and
- (b) as permitted by the Pension Benefits Act and the Income Tax Act where the life expectancy of the Member is likely to be considerably shortened by reason of the Member's mental or physical disability.

16.5 Rights of Employees

- (a) Subject to the provisions of the Pension Benefits Act, no Member will have any right or interest, whatsoever, in any portion of the Fund or any right to pension benefits, hereunder, except as provided in the Plan and to the extent of the assets of the Plan.
- (b) The establishment of the Plan will not constitute an enlargement of any rights an Employee might otherwise have as to tenure, retention of employment with the Company, continuity of work, advancement in employment or any particular job.

16.6 Information to Be Provided Before Benefits are Paid

Payment of benefits will not be made until the person entitled to payment of the benefits delivers to the Company satisfactory proof of age of the person and other persons who may become entitled to payment of the pension and such other information as may be required to calculate and pay the benefits, including a signed declaration of marital status, if applicable.

16.7 Company Records

Whenever the records of the Company are used for purposes of the Plan, such records will be conclusive as to the facts with which they are concerned.

16.8 Construction

The Plan will be governed and construed in accordance with the laws of Ontario. Any provision of the Funding Agreement that is inconsistent with the terms of the Plan will, to the extent of the inconsistency, be of no force or effect.

16.9 Severability

If any provision of the Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability will not affect any other provision of the Plan and the Plan will be construed and enforced as if such provision had not been included therein.

16.10 Captions and Headings

The captions, headings and table of contents of this Plan are included for convenience of reference only and will not be used in interpreting the provisions of the Plan.

16.11 Articles and Sections

"Article" or "Articles" means an article or articles as defined in the Table of Contents and "Section" or "Sections" means a specific provision or provisions within an Article or Articles, as applicable.

16.12 Currency

All benefits payable under the Plan will be paid in the lawful currency of Canada.