

Article 24 – Amount of Retirement Income

24.01 Normal Retirement

A DB Member or DB/DC Member who retires at Normal Retirement Date shall receive an amount of retirement income commencing from the Member's Normal Retirement Date that is equal to the Plan Benefit determined using the Member's Normal Retirement Date as the Date of Determination.

24.02 Early Retirement

- (a) A DB Member or DB/DC Member who retires on an Early Retirement Date may elect to have retirement income commence on the first day of any month from the Member's Early Retirement Date to his Normal Retirement Date.
- (b) A DB Member or DB/DC Member who is accruing Continuous Service and who retires on an Early Retirement Date shall receive an amount of retirement income commencing from the Member's Pension Commencement Date determined as the lesser of (i) and (ii) as follows:
 - (i) the Plan Formula computed using the Member's Early Retirement Date as the Date of Determination and multiplied by the applicable early retirement factor in accordance with paragraph (c), computed using the Member's Early Retirement Date as the Date of Determination and based on the Pension Commencement Date; and
 - (ii) the Maximum Formula computed using the Member's Early Retirement Date as the Date of Determination and multiplied by the applicable early retirement factor in accordance with paragraph (d), based on the Pension Commencement Date.
- (c) The early retirement factor referred to in subparagraph (b)(i) shall be determined as follows:

- (i) if at the Member's Date of Determination, as defined in Section 2.22, the Member has attained age 62 and the aggregate of the Member's age plus Credited Service equals or exceeds 85 years, then 100%;
 - (ii) if at the Member's Date of Determination, as defined in Section 2.22, the Member has attained age 62 but the aggregate of the Member's age plus Credited Service is less than 85 years, then 100% less 0.55% for each month by which his Pension Commencement Date precedes the earlier of his Normal Retirement Date and the date at which the aggregate of the Member's age plus Credited Service equals to 85 years; or
 - (iii) if at the Member's Date of Determination, as defined in Section 2.22, the Member has not attained age 62, then 100% less 0.55% for each of the first 60 months by which his Pension Commencement Date precedes his Normal Retirement and 0.27% for each month in excess of 60 months by which the Pension Commencement Date precedes his Normal Retirement Date.
- (d) The early retirement factor referred to in subparagraph (b)(ii) shall be 100% less 0.25% for each month, if any, by which the Member's Pension Commencement Date precedes the earliest of:
- (i) the date the DB Member or DB/DC Member attains age 60;
 - (ii) the date the DB Member or DB/DC Member completed, or would have completed had such Member continued in employment after his Early Retirement Date, 30 years of Early Retirement Eligibility Service; and
 - (iii) the date on which the aggregate of the DB Member's or DB/DC Member's age and Early Retirement Eligibility Service is, or would have been had such Member continued in employment after his Early Retirement Date, equal to 80 years.

For the purpose of subparagraphs (ii) and (iii), "Early Retirement Eligibility Service" means the sum of:

- (iv) all periods throughout which the Member was employed by an employer who is or was a Participating Employer or by a predecessor employer to such an employer, within the meaning of Revenue Rules; and
- (v) any period of Credited Service which is not included under subparagraph (iv).

24.03 Postponed Retirement¹⁴

A DB Member or DB/DC Member who retires on a Postponed Retirement Date shall receive an amount of retirement income commencing from the Member's Postponed Retirement Date that is equal to the Plan Benefit determined using the Member's Postponed Retirement Date as the Date of Determination.

24.04 Retirement Benefits From Excess Member Contributions

A DB Member who retires in accordance with Section 24.01, 24.02 or 24.03 shall receive an amount equal to his Excess Contributions, if any, determined and payable in accordance with Article 25 using his Retirement Date as the Date of Determination.

24.05 Phased Retirement¹⁵

A Member shall not be permitted to take a phased retirement.

¹⁴ Applicable as modified in the Appendices for Members employed in Manitoba and Quebec.

¹⁵ Applicable as modified in Appendix F for Members employed in Quebec.

Article 25 – Excess Contributions

25.01 The formula set out in Section 25.02 shall be used in the calculation of Excess Contributions in respect of a DB Member. The amount of Excess Contributions shall be based upon the actual amount of retirement income in respect of Credited Contributory Service to which a DB Member is entitled in accordance with applicable DB Provisions. The Excess Contributions shall be paid in accordance with Section 25.03.

25.02 Excess Contributions

A DB Member's Excess Contributions shall be equal to the excess, if any, of (a) over (b) where:

- (a) is the DB Member's Required Contributions accumulated with Interest to the Date of Determination; and
- (b) is fifty percent (50%) of the lump sum Actuarial Equivalent of the amount of retirement income in respect of Credited Contributory Service as of the DB Member's Date of Determination.

25.03 Payment of Excess Contributions¹⁶

In the event that there are Excess Contributions at the DB Member's Date of Determination, the DB Member or in the case of his death, his Spouse, may elect that such Excess Contributions be:

- (a) paid as a lump sum cash payment to the DB Member (or DB Member's Spouse), if applicable; or
- (b) transferred in accordance with Section 29.03.

Such election must be made within the time permitted and in the manner prescribed by the Administrator and in accordance with Applicable Pension Laws.

¹⁶ Applicable as modified in Appendix F for Members employed in Quebec.

If in the event of death of a DB Member who has no Spouse at his date of death, his Excess Contributions shall be paid in a lump sum to his Beneficiary, or to his estate if he has no Beneficiary.

Article 26 – Payment of Retirement Benefits

26.01 Normal Form

(a) *Member Who Has No Spouse*

Subject to Sections 26.02 and 26.03, the normal form of payment of retirement income payable under Article 24 or Article 28 to a DB Member or DB/DC Member who does not have a Spouse at his Pension Commencement Date shall be an annual retirement income payable in equal monthly instalments for the life of such Member with the last payment due on the first day of the month in which the death of such Member occurs with a guarantee that if such Member dies before 120 monthly payments are made the remaining payments shall continue to be paid to such Member's Beneficiary.

(b) *Member Who Has a Spouse*

Subject to Sections 26.02 and 26.03, the normal form of payment of retirement income payable under Article 24 or Article 28 to a DB Member or DB/DC Member who has a Spouse at his Pension Commencement Date shall be an annual retirement income payable in equal monthly instalments for the life of such Member with the last payment due on the first day of the month in which the death of the Member occurs and with 66 2/3% of this retirement income continuing to be paid to such Member's Spouse commencing on the first day of the month following the month in which the death of such Member occurs and ending on the first day of the month in which the death of such Member's Spouse occurs.

Notwithstanding the foregoing,

- (i) if such Member should die before 60 monthly payments are made, the initial retirement income shall continue to such Member's Spouse until a total of 60 monthly payments are made to either of such Member or his Spouse, at which point 66 2/3% of the retirement income shall continue to be paid to the Spouse commencing on the first day of the month

following the month in which the 60-month guarantee period expires and ending on the first day of the month in which death of the Spouse occurs; and

- (ii) if such Member and Spouse both die before 60 monthly payments of the initial retirement income are made, the remaining payments shall continue to be paid to the beneficiary of the last recipient to survive.

26.02 Statutory Survivor Pension¹⁷

Notwithstanding Section 26.01, a DB Member or DB/DC Member who has a Spouse who has not waived, in prescribed form and in accordance with Applicable Pension Laws, her right to a survivor retirement income shall be deemed to have elected to receive his retirement income in accordance with paragraph 26.01(b). A DB Member or DB/DC Member with a Spouse who has waived, in the prescribed manner, her right to 60% of the Member's retirement income following his death, shall receive his retirement income in accordance with paragraph 26.01(a).

A Spouse who has waived, in prescribed form and in accordance with Applicable Pension Laws, her right to 60% of the Member's retirement income following his death, shall be entitled to receive any remaining guaranteed payments under the DB Provisions as described in paragraph 26.01(a), unless such Spouse has further waived her right to such remaining guaranteed payments prior to the commencement of such benefits, in the manner prescribed in Applicable Pension Laws.

26.03 Election of Optional Form

- (a) In lieu of the retirement income payable pursuant to Sections 26.01 and 26.02, a DB Member or DB/DC Member may, in the written form prescribed by and filed with the Administrator within the 90-day period immediately preceding payment of the first instalment of the benefit, elect to receive the retirement income payable under Article 24 or Article 28 in the form of a life annuity, the annual

¹⁷ Applicable as modified in the Appendices for Members employed in British Columbia, Manitoba, New Brunswick, Nova Scotia, Ontario, Quebec and Saskatchewan.

amount of which is increased or decreased by reason of a variation in the terms of payment.

- (i) A DB Member or DB/DC Member who does not have a Spouse at his Pension Commencement Date may elect to receive his retirement income in one of the forms specified in paragraph (c), (d) or (e). The benefit payable under this section shall be the Actuarial Equivalent of the benefit payable under paragraph 26.01(a).
 - (ii) A DB Member or DB/DC Member who has a Spouse at his Pension Commencement Date may elect to receive income in the form specified in paragraph (f). The benefit payable under this section shall be the Actuarial Equivalent of the benefit payable under paragraph 26.01(b).
 - (iii) A DB Member or DB/DC Member who has a Spouse at his Pension Commencement Date may elect to receive his retirement income in the normal form of payment specified in paragraph 26.01(a) or in the form specified in paragraph (e). The benefit payable in the form specified in paragraph (e) shall be the Actuarial Equivalent of the benefit payable under paragraph 26.01(a).
- (b) An election to receive an optional form of retirement income under this Section may be revoked or changed provided that either:
- (i) written notice of such revocation or change is received from the DB Member or DB/DC Member by the Administrator at least 30 days prior to payment of the first instalment of the benefit; or
 - (ii) the Spouse has died prior to payment of the first instalment of the benefit.
- (c) *Life Annuity – No Guaranteed Term*

The retirement income is in the form of an annual retirement income payable in equal monthly instalments for the life of the Member with the last payment due on the first day of the month in which the death of the Member occurs. The benefit payable under this Section shall be the Actuarial Equivalent of the

benefit payable under paragraph 26.01(a). However, in no event shall any actuarial increase due to the election of an optional form cause the annual amount of the Member's retirement income to exceed the maximum amount of retirement income that is applicable in accordance with the other provisions of the Plan.

(d) *Life Annuity – 60 Months Guaranteed Term*

The retirement income is in the form of an annual retirement income payable in equal monthly instalments for the life of the Member with the last payment due on the first day of the month in which the death of the Member occurs and with a guarantee that if the Member dies before 60 payments are made the remaining payments shall continue to be paid to the Member's Beneficiary. The benefit payable under this Section shall be the Actuarial Equivalent of the benefit payable under paragraph 26.01(a). However, in no event shall any actuarial increase due to the election of an optional form cause the annual amount of the Member's retirement income to exceed the maximum amount of retirement income that is applicable in accordance with the other provisions of the Plan.

(e) *Life Annuity – 180 Months Guaranteed Term*

The retirement income is in the form of an annual retirement income payable in equal monthly instalments for the life of the Member with the last payment due on the first day of the month in which the death of the Member occurs and with a guarantee that if the Member dies before 180 payments are made the remaining payments shall continue to be paid to the Member's Beneficiary. The benefit payable under this Section shall be the Actuarial Equivalent of the benefit payable under paragraph 26.01(a).

(f) *Life Annuity Continuing to Spouse*

The retirement income is in the form of an annual retirement income payable in equal monthly instalments for the life of the Member with the last payment due to the Member on the first day of the month in which the death of the Member occurs with 100% of this retirement income continuing to be paid to the Member's Spouse commencing on the first day of the month following the

month in which the death of the Member occurs and ending on the first day of the month in which the death of the Member's Spouse occurs. The benefit payable under this Section shall be the Actuarial Equivalent of the benefit payable under paragraph 26.01(b).

(g) *Co-ordination of Pensions with Government Benefits*

In conjunction with the normal form of retirement income or any other optional form of retirement income, as defined in this Section on an Actuarial Equivalent basis, a DB Member or DB/DC Member retiring prior to his Normal Retirement Date may elect to receive retirement income payable in an increased amount until he attains age 65, at which time the amount shall decrease.

Notwithstanding the foregoing, the annual amount of lifetime retirement income payable after he attains age 65 shall not be reduced below 4% of the YMPE at his Pension Commencement Date.

Notwithstanding the foregoing, the extent of co-ordination of a DB Member's or DB/DC Member's retirement income with government benefits shall not exceed limits prescribed by Applicable Pension Laws and Revenue Rules.

26.04 Redetermination of Form of Retirement Income¹⁸

A Member shall not be permitted to have his form of retirement income redetermined.

26.05 Temporary Retirement Income¹⁹

A Member shall not be permitted to have a temporary retirement income.

26.06 Ad Hoc Increases

- (a) The Church, at its discretion and with written authorization of the Board of Directors, may elect from time to time to provide ad hoc increases to the amounts of retirement income being paid to or in respect of a DB Member or a DB/DC Member who has retired, died or terminated employment.

¹⁸ Applicable as modified in Appendix F for Members employed in Quebec.

¹⁹ Applicable as modified in Appendix F for Members employed in Quebec.

- (b) Notwithstanding paragraph (a), in no event shall the amount of retirement income payable to a DB Member or a DB/DC Member exceed the amount of retirement income in the year of commencement, adjusted from time to time to reflect increases in the Consumer Price Index.
- (c) The pensions being paid to retired DB Members or a DB Member's Spouse or Beneficiary have been increased, as follows:

Date Increase Granted	Percentage Increase Granted
January 1, 1999	For a DB Member who retired prior to January 1, 1999, 1% per year from the date the Member commenced his pension up to January 1, 1999
January 1, 2001	For a DB Member who retired prior to January 1, 2001, 1% per year from the later of the date the Member commenced his pension and January 1, 1999 to January 1, 2001
January 1, 2002	For a DB Member who retired prior to January 1, 2001, 1%

Article 27 – Death Benefits

27.01 Death – Prior to Pension Commencement Date – Not Vested²⁰

- (a) If a DB Member dies prior to his Vesting Date and prior to his Pension Commencement Date, the Member's Spouse, or if there is no Spouse, or if the Spouse has waived in prescribed form and in accordance with Applicable Pension Laws the right to the death benefit, the Member's Beneficiary, shall receive a lump sum payment equal to the Member's Required Contributions accumulated with Interest.
- (b) If a DB/DC Member dies prior to his Vesting Date and prior to his Pension Commencement Date, no death benefit shall be payable from the DB Provisions.

27.02 Death – Prior to Pension Commencement Date – Vested²¹

- (a) If a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date and has a Spouse who has not waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, and:
 - (i) if such Member dies after becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member would have been eligible to receive, in accordance with Article 24, had the Member retired on the date of his death and commenced his retirement income on the first of the month following his date of death; or
 - (ii) if such Member dies before becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to

²⁰ Applicable as modified in the Appendices for Members employed in New Brunswick or Nova Scotia.

²¹ Applicable as modified in the Appendices for Members employed in New Brunswick or Nova Scotia.

66 2/3% of the amount of retirement income that the Member would have been eligible to receive, in accordance with Article 28, had the Member terminated employment on the date of his death, survived to age 55 and commenced his retirement income on the first of the month following age 55.

In no event shall the Actuarial Equivalent of the retirement income payable to the surviving Spouse in accordance with subparagraph (i) or (ii) above be less than the death benefits payable in accordance with Section 27.03.

Such DB Member's Spouse shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) If a DB Member or DB/DC Member who has ceased to accrue Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, and has a Spouse who has not waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, and:
- (i) if such Member dies after becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member is eligible to receive, in accordance with Article 28, commencing his retirement income on the first of the month following his date of death;
 - (ii) if such Member dies before becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member is eligible to receive, in accordance with Article 28, commencing his retirement income on the first of the month following age 55.

In no event shall the Actuarial Equivalent of the retirement income payable to the surviving Spouse in accordance with the paragraph above be less than the death benefits payable in accordance with Section 27.03.

- (c) If there is no Spouse or if the Spouse has waived entitlement to the death benefit in the manner prescribed by Applicable Pension Laws, the DB Member's or DB/DC Member's Beneficiary shall be entitled to the death benefit payable in accordance with Section 27.03.

27.03 Statutory Death Benefits – Prior to Pension Commencement Date – Vested²²

- (a) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date:
 - (i) a death benefit is payable to the Member's Spouse who has not waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, equal to 60% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 24 or Article 28, as applicable, in respect of Credited Service, or Plan amendments made, on and after January 1, 1987 and prior to January 1, 2000, had the Member retired or terminated employment on the date of his death; and
 - (ii) a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary, equal to 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 24 or Article 28, as applicable, in respect of Credited Service, or Plan amendments made, on

²² Applicable as modified in the Appendices for Members employed in British Columbia, Manitoba, New Brunswick, Nova Scotia, Ontario, Quebec and Saskatchewan.

and after January 1, 2000, had the Member retired or terminated employment on the date of his death.

Such DB Member's Spouse, or Beneficiary, as applicable, shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who has ceased accruing Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date:
- (i) a death benefit is payable to the Member's Spouse who has not waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, equal to 60% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive in accordance with Article 28, in respect of Credited Service, or Plan amendments made, on and after January 1, 1987 and prior January 1, 2000; and
 - (ii) a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary, equal to 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive in accordance with Article 28, in respect of Credited Service, or Plan amendments made, on and after January 1, 2000.

27.04 Commutation of Death Benefits²³

- (a) If a DB Member dies prior to his Vesting Date and prior to his Pension Commencement Date, the payment of the Required Contributions accumulated

²³ Applicable as modified in the Appendices for Members employed in British Columbia, Manitoba, New Brunswick, Nova Scotia, Ontario, Quebec and Saskatchewan.

with Interest to the DB Member's Spouse in accordance with this Article shall be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (b) If a DB Member or DB/DC Member dies after his Vesting Date but prior to his Pension Commencement Date, a Spouse who is entitled to benefits upon the death of a DB Member or DB/DC Member in accordance with this Article may direct, subject to Applicable Pension Laws and Section 11.07, that the lump sum Actuarial Equivalent of the benefit be transferred to a Locked-In Retirement Savings Vehicle as designated by the Spouse; provided, however, that the administrator of such plan or vehicle agrees in writing to administer such transferred benefit within the conditions of Applicable Pension Laws.
- (c) The amount of any benefit payable to a DB Member's or DB/DC Member's Beneficiary shall be paid as a lump sum cash payment.
- (d) The amount of any Excess Contributions shall be payable in accordance with Article 25.
- (e) If a Spouse who is entitled to a death benefit dies prior to commencement of payment of the death benefit as retirement income or prior to transferring the amount, the death benefit shall be paid to the Spouse's estate as a lump sum cash payment.

27.05 Payment of Death Benefits

Any death benefit payable in a lump sum under the Plan shall be paid as soon as practicable after the DB Member's or DB/DC Member's death and in no event later than the time required under Applicable Pension Laws.

Article 28 – Termination of Employment

28.01 Not Vested

- (a) A DB Member whose employment with a Participating Employer is terminated prior to the Member's Vesting Date, for any reason other than death or retirement, shall receive a lump sum payment equal to the Member's Required Contributions accumulated with Interest.
- (b) A DB/DC Member whose employment with a Participating Employer is terminated prior to the Member's Vesting Date, for any reason other than death or retirement, shall not be entitled to any benefit from the DB Provisions.

28.02 Vested²⁴

A DB Member or DB/DC Member whose employment with a Participating Employer is terminated after the Member's Vesting Date, for any reason other than death or retirement, shall receive:

- (a) a monthly retirement income, payable in accordance with Article 26 and commencing at the Member's Normal Retirement Date equal to the Plan Benefit determined using the Member's date of termination of employment as the Date of Determination; and
- (b) the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of termination of employment as the Date of Determination.

28.03 Earlier Payment of Vested Pension

A DB Member or DB/DC Member who is entitled to an amount of retirement income commencing at Normal Retirement Date under paragraph 28.02(a) may elect to receive such retirement income commencing within 10 years of the Member's Normal Retirement Date, equal to the lesser of (a) and (b) as follows:

²⁴ Applicable as modified in Appendix F for Members employed in Quebec.

- (a) the Plan Formula computed using the Member's date of termination of employment as the Date of Determination multiplied by the early retirement factor computed using the Member's date of termination as the Date of Determination and based on the Pension Commencement Date, in accordance with paragraph 24.02(c); and
- (b) the Maximum Formula computed using the Member's date of termination of employment as the Date of Determination multiplied by the applicable early retirement factor based on the Pension Commencement Date in accordance with paragraph 24.02(d).

28.04 Lump Sum Transfer

In lieu of receiving a retirement income provided for in paragraph 28.02(a) or Section 28.03, a DB Member or DB/DC Member whose employment with a Participating Employer is terminated more than 10 years prior to Normal Retirement Date, or prior to the earliest day upon which the Member could retire pursuant to Section 5.02 if later, may elect to transfer the lump sum that is the Actuarial Equivalent of such retirement income, in accordance with Section 29.02.

Article 29 – Transfer of Benefits

29.01 Transfer from Registered Plan of Previous Employer

The Church will not accept deposits into the Fund to the credit of an Employee under the DB Provisions by way of transfer from a previous employer's registered pension plan or deferred profit sharing plan. At the sole discretion of the Church, such amounts may be transferred in accordance with paragraph 20.01.

29.02 Transfer²⁵

Subject to Section 11.07, a DB Member or a DB/DC Member whose employment with a Participating Employer is terminated more than 10 years prior to Normal Retirement Date, or prior to the earliest day upon which the Member could retire pursuant to Section 5.02 if later, for any reason other than death or retirement, and who is entitled to an amount of deferred retirement income under Part 3, may direct that the lump sum Actuarial Equivalent of his benefit be transferred:

- (a) for a Member who is not an Alberta Employee and not a Manitoba Employee as defined in Appendix B, to an Insurer for the purchase of an immediate or deferred life annuity contract, subject to any requirements under Revenue Rules; or
- (b) to a Locked-In Retirement Savings Vehicle, subject to any approval by the Member's Spouse as may be required by Applicable Pension Laws,

as designated by the Member; provided, however, that the administrator of such plan or vehicle agrees in writing to administer such transferred benefit within the conditions of Applicable Pension Laws. The Member may elect to make such a transfer:
- (c) as upon termination of employment with the Participating Employer;
- (d) at any other date as may be specified in Applicable Pension Laws; and

²⁵ Applicable as modified in the Appendices for Members employed in British Columbia, Manitoba, New Brunswick, Nova Scotia, Ontario, Quebec and Saskatchewan.

- (e) at any other date as may be authorized by the Administrator.

29.03 Transfer Options for Cash Settlements

A DB Member or DB/DC Member who is entitled to receive a cash settlement of benefits under Part 3 in accordance with Section 11.07, Article 25 or Article 28 may elect to have this amount:

- (a) paid into another registered pension plan, if this other plan so permits;
- (b) paid into an RRSP;
- (c) transferred to an Insurer for the purchase of an immediate annuity or a deferred life annuity commencing not later than December 31 of the calendar year during which the Member or Spouse, as applicable, attains the age described in Section 5.03, in a form acceptable under Revenue Rules; or
- (d) paid into such other registered vehicle as may be approved under Revenue Rules.

29.04 Limitations on Transfers

- (a) An amount transferred in accordance with Section 29.02, or a cash settlement of benefits under Part 3 payable to a DB Member or DB/DC Member under Section 11.07 and transferred in accordance with Section 29.03, to an RRSP, registered retirement income fund or a money purchase provision of a registered pension plan, shall not exceed the greater of the product of:
 - (i) the annual amount of retirement income equal to the Plan Benefit using the Member's date of termination of employment or Retirement Date, as applicable, as the Date of Determination; and
 - (ii) the appropriate factor from the following table:

Attained Age of Calculation	Factor
Under 50	9.0
50	9.4
51	9.6
52	9.8

Attained Age of Calculation	Factor
53	10.0
54	10.2
55	10.4
56	10.6
57	10.8
58	11.0
59	11.3
60	11.5
61	11.7
62	12.0
63	12.2
64	12.4
65	12.4
66	12.0
67	11.7
68	11.3
69	11.0
70	10.6
71	10.3

- (b) If the amount to be transferred exceeds the maximum transferable amount in accordance with paragraph (a), the excess shall be paid in cash to the Member.
- (c) The transfers under paragraphs Sections 29.02 or 29.03 shall be:
- (i) transferred within 60 days, or such other time period as specified by Applicable Pension Laws, after the later of the event giving rise to the transfer and the completion of all forms required for the administration of the Plan in accordance with Article 11; and
 - (ii) subject to any other limitations prescribed by Applicable Pension Laws in respect of the transfer of monies from the Fund.

Appendix A – British Columbia Schedule

Notwithstanding any other provision of the Plan, provisions of this Appendix shall apply to a Member who is a British Columbia Employee.

“British Columbia Employee” means an Employee who works for a Participating Employer in the Province of British Columbia. If the Employee is not required to report to work at an establishment of the Participating Employer or is required to report to more than one establishment of the Participating Employer in different provinces, “British Columbia Employee” means an Employee who is paid from an establishment of the Participating Employer, such establishment being situated in the Province of British Columbia.

Part 1 – GENERAL PROVISIONS

Article 2 – Definitions

2.67 “Spouse” means, subject to the requirements for registration under Applicable Pension Laws and Revenue Rules, in relation to a Member, the person who, at the earlier of the commencement of a Member’s pension and the date of the Member’s death, meets one of the following eligibility requirements:

- (a) the person who is married to the Member and who, if living separate and apart from the Member at the relevant time, did not live separate and apart from the Member for longer than the two year period immediately preceding the relevant time; or
- (b) if there is no person under paragraph (a), the person who is living and cohabiting with such Member in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and who lived and cohabited in that relationship in the two year period immediately preceding the relevant time.

Article 11 – General Provisions

11.07 Commutation of Pensions and Lump Sum Payments

- (a) Retirement income under Part 3 and the value of the Member's Employee Account and Employer Account under Part 2 may be commuted and paid in a lump sum at the discretion of the person entitled to the benefit if:
- (i) the annual retirement income that would be payable under Part 3 and from the value of the Member's Employee Account and Employer Account under Part 2 at or after Normal Retirement Date is less than 10% of the YMPE as at the Date of Determination; or
 - (ii) the lump sum Actuarial Equivalent of the retirement income under Part 3 and the value of the Member's Employee Account and Employer Account under Part 2 does not exceed 20% of the YMPE as at the Date of Determination.

The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.

- (b) Benefits payable to a Member may be commuted and paid in a lump sum, at the discretion of the Member, if:
- (i) the Member has attained age 65;
 - (ii) the sum of the Member's benefits and balances in any registered pension plan and in any Locked-In Retirement Savings Vehicle is less than 40% of the YMPE in the year the benefits are being paid, and
 - (iii) the person entitled to the benefits satisfies any other conditions prescribed by Applicable Pension Laws.
- (c) Retirement income under Part 3 and the value of the Member's Employee Account and Employer Account under Part 2 required to be paid to a Member who has ceased to accrue Continuous Service is a non-resident of Canada for purposes of Revenue Rules for more than two years, may be commuted and paid

in a lump sum at the discretion of the person entitled to the benefit, provided that the prescribed forms are completed and filed as required by Applicable Pension Laws. If the Member has a Spouse, an election to commute and receive a lump sum payment may only be made if the Spouse completes a waiver in the form and manner prescribed by Applicable Pension Laws.

- (d) The Administrator may, at its sole discretion, require a Member who is entitled to a deferred retirement income under Part 3 and the value of the Member's Employee Account and Employer Account under Part 2 upon termination of employment or termination of the Plan, to transfer, in lieu of any other benefit under the Plan, the lump sum Actuarial Equivalent of such deferred retirement income in accordance with Section 29.02 and Section 19.03, if the lump sum Actuarial Equivalent of such deferred retirement income under Part 3 plus the value of the Member's Employee Account and Employer Account under Part 2 do not exceed 20% of the YMPE in the year the Member ceased to accrue Continuous Service.
- (e) Subject to Applicable Pension Laws, a benefit required to be paid under the Plan may be commuted and paid in a lump sum at the discretion of the Administrator if the Member establishes, by a written statement from a qualified medical doctor licensed to practise in Canada, that he has a life expectancy considerably shorter than the life expectancy for his age and sex on the then current Canadian Life Tables. If the Member has a Spouse, an election to commute and receive a lump sum payment may only be made if the Spouse completes a waiver in the form and manner prescribed by Applicable Pension Laws. The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.
- (f) Any lump sum refund paid from the Plan may, subject to Revenue Rules, be transferred to an RRSP.

Part 2 – DEFINED CONTRIBUTION PROVISIONS

Article 18 – Death Benefits

18.03 Payment of Death Benefits

- (a) In the event a Member dies prior to his Vesting Date, distribution of the Member's Employee Account under Section 18.01 to the Member's Spouse shall be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (b) In the event a Member dies on or after attaining his Vesting Date, distribution of the Member's Employee Account and Employer Account to the Member's Spouse shall, subject to Section 11.07, be made as:

- (i) a transfer to a Locked-in Retirement Savings Vehicle; or
- (ii) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, provided, however, that the administrator of such plan or vehicle agrees in writing to administer such transferred benefit within the conditions of Applicable Pension Laws.

- (c) The Member's Optional Account shall be distributed to the Member's Spouse in accordance with paragraph (a).

- (d) The value of the Accounts shall be determined as of the Valuation Date coincident with or immediately preceding the date of distribution.
- (e) Distribution of the Member's Accounts to a Beneficiary who is not a Spouse shall be made as a lump sum cash payment.

Part 3 – DEFINED BENEFIT PROVISIONS

Article 26 – Payment of Retirement Benefits

26.02 Statutory Survivor Pension

Notwithstanding Section 26.01, a DB Member or DB/DC Member who has a Spouse who has not waived, in prescribed form and in accordance with Applicable Pension Laws, her right to a survivor retirement income shall be deemed to have elected to receive his retirement income in accordance with paragraph 26.01(b). A DB Member or DB/DC Member with a Spouse who has waived, in the prescribed manner, her right to 60% of the Member's retirement income following his death, shall receive his retirement income in accordance with paragraph 26.01(a).

Article 27 – Death Benefits

27.03 Statutory Death Benefits – Prior to Pension Commencement Date – Vested

- (a) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary. The death benefit is 60% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 24 or Article 28, as applicable, in respect of Credited Service, or Plan amendments made, on and after January 1, 1993, had the Member retired or terminated employment on the date of his death.

Such DB Member's Spouse, or Beneficiary, as applicable, shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who has ceased accruing Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary. The death benefit is 60% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive in accordance with Article 28, in respect of Credited Service, or Plan amendments made, on and after January 1, 1993.

27.04 Commutation of Death Benefits

- (a) If a DB Member dies prior to his Vesting Date and prior to his Pension Commencement Date, the payment of the Required Contributions accumulated with Interest to the DB Member's Spouse in accordance with this Article shall be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (b) If a DB Member or DB/DC Member dies after his Vesting Date but prior to his Pension Commencement Date, a Spouse who is entitled to benefits upon the death of a Member in accordance with this Article may direct, subject to

Applicable Pension Laws and Section 11.07, that the lump sum Actuarial Equivalent of the benefit be transferred:

- (i) to a Locked-In Retirement Savings Vehicle; or
- (ii) to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, provided, however, that the administrator of such plan or vehicle agrees in writing to administer such transferred benefit within the conditions of Applicable Pension Laws.

- (c) The amount of any benefit payable to a DB Member's or DB/DC Member's Beneficiary shall be paid as a lump sum cash payment.
- (d) The amount of any Excess Contributions shall be payable in accordance with Article 25.

Appendix B – Manitoba Schedule

Notwithstanding any other provision of the Plan, provisions of this Appendix shall apply to a Member who is a Manitoba Employee.

“Manitoba Employee” means an Employee who works for a Participating Employer in the Province of Manitoba. If the Employee is not required to report to work at an establishment of the Participating Employer or is required to report to more than one establishment of the Participating Employer in different provinces, “Manitoba Employee” means an Employee who is paid from an establishment of the Participating Employer, such establishment being situated in the Province of Manitoba.

Part 1 – GENERAL PROVISIONS

Article 2 – Definitions

2.44 “Interest” means interest credited on a DB Member’s Required Contributions:

- (a) at the end of each Plan Year, at a rate determined by the Administrator using the average of the yields of 5-year personal fixed term chartered bank deposit rates (CANSIM Series V122515, or such other series as may be prescribed by Applicable Pension Laws) for that Plan Year; plus
- (b) for the portion of the Plan Year in which the Member ceases Continuous Service, at a rate determined by the Administrator using the average of the yields of 5-year personal fixed term chartered bank deposit rates (CANSIM Series V122515, or such other series as may be prescribed by Applicable Pension Laws) for that portion of the Plan Year, until the beginning of the month in which payment is made.

Interest shall be calculated and credited in accordance with the administrative procedures that may be established from time to time by the Administrator and in accordance with the requirements of Applicable Pension Laws and Revenue Rules.

- 2.67 “Spouse” means, subject to the requirements for registration under Applicable Pension Laws and Revenue Rules, in relation to a Member, the person who, at the earlier of the commencement of a Member’s pension and the date of the Member’s death, meets one of the following eligibility requirements:
- (a) the person who is married to the Member; or
 - (b) the common-law partner who, not being married to the Member, meets one of the following eligibility requirements:
 - (i) the person who, with such Member, registered a common-law relationship under section 13.1 of The Vital Statistics Act;
 - (ii) the person who has resided with such Member in a conjugal relationship for at least three years if either of them is married; or
 - (iii) the person who has resided with such Member in a conjugal relationship for at least one year if neither of them is married.

For greater certainty, a Spouse who satisfies criteria under subparagraph (b) shall only be considered to have survived the Member for the purposes of entitlement to a pre-retirement survivor benefit if such Spouse was cohabiting with the Member at the Member’s date of death and such Spouse provides evidence to this effect satisfactory to the Administrator.

- 2.70 “Temporary Suspension of Employment” means any suspension of employment that lasts less than 54 weeks and is expected to be temporary in nature of any period of lay-off.
- 2.73 “Vesting Date” means the date an Employee becomes a Member.

Article 3 – Membership

3.03 Modified Eligibility Requirements

The Administrator may not waive or modify any eligibility requirements to permit an Employee to become a Member of the Plan as of any earlier date.

Article 4 – Service

4.06 Transfers of Employment

(a) *Transfers between Participating Employers*

If a Member, including a Member who is on a Temporary Leave of Absence, terminates his employment with a Participating Employer and, within 90 days thereafter, accepts employment with any other Participating Employer, this transfer shall not constitute a termination of employment for the purposes of Article 19 or Article 28.

Notwithstanding the foregoing, the Member may elect to terminate employment and receive benefits in accordance with Article 19 or Article 28.

The Administrator shall determine the qualifications and criteria in dealing with a transferred Member, shall set administrative rules and shall provide all Participating Employers with these rules.

The Administrator shall apply the criteria and administrative rules in a uniform and non-discriminatory manner.

Article 11 – General Provisions

11.07 Commutation of Pensions and Lump Sum Refunds

(a) Retirement income under Part 3 and the value of the Member's Employee Account and Employer Account under Part 2 shall be commuted and paid in a lump sum if:

(i) the annual retirement income that would be payable under Part 3 to the Member and from the value of the Member's Employee Account and Employer Account under Part 2 is less than 4% of the YMPE as at the Date of Determination; or

(ii) the lump sum Actuarial Equivalent of the retirement income under Part 3 and the value of the Member's Employee Account and Employer

Account under Part 2 is less than 20% of the YMPE as at the Date of Determination.

The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.

- (b) Retirement income under Part 3 and the value of the Member's Employee Account and Employer Account under Part 2 required to be paid to a Member who has ceased to accrue Continuous Service is a non-resident of Canada for purposes of Revenue Rules, may be commuted and paid in a lump sum at the discretion of the person entitled to the benefit, provided that the prescribed forms are completed and filed as required by Applicable Pension Laws. If the Member has a Spouse, an election to commute and receive a lump sum payment may only be made if the Spouse completes a waiver in the form and manner prescribed by Applicable Pension Laws.
- (c) Subject to Applicable Pension Laws, a benefit required to be paid under the Plan may be commuted and paid in a lump sum at the discretion of the Member if the Member establishes, by a written statement from a qualified medical doctor licensed to practise in Canada, that he has a life expectancy considerably shorter than the life expectancy for his age and sex on the then current Canadian Life Tables. If the Member has a Spouse, an election to commute and receive a lump sum payment may only be made if the Spouse completes a waiver in the form and manner prescribed by Applicable Pension Laws. The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.
- (d) Any lump sum refund paid from the Plan may, subject to Revenue Rules, be transferred to an RRSP.

Part 2 – DEFINED CONTRIBUTION PROVISIONS

Article 18 – Death Benefits

18.03 Payment of Death Benefits

- (a) In the event a Member dies on or after attaining his Vesting Date, distribution of the Member's Employee Account and Employer Account to the Member's Spouse shall, subject to Section 11.07, be made as a transfer to a Locked-in Retirement Savings Vehicle as designated by the Spouse, provided, however, that the administrator of such plan or vehicle agrees in writing to administer such transferred benefit within the conditions of Applicable Pension Laws.
- (b) The Member's Optional Account shall be distributed to the Member's Spouse as:
 - (i) a lump sum cash payment; or
 - (ii) a lump sum transfer to a RRSP;as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.
- (c) The value of the Accounts shall be determined as of the Valuation Date coincident with or immediately preceding the date of distribution.
- (d) Distribution of the Member's Accounts to a Beneficiary who is not a Spouse shall be made as a lump sum cash payment.
- (e) If a Spouse should die prior to transferring the Accounts pursuant to this Section, the Accounts shall be paid to the Spouse's estate.

Part 3 – DEFINED BENEFIT PROVISIONS

Article 24 – Amount of Retirement Income

24.03 Postponed Retirement

A DB Member or a DB/DC Member retiring on a Postponed Retirement Date shall receive an amount of retirement income commencing from the Member's Postponed Retirement Date equal to the greater of:

- (a) the Plan Benefit determined using the Member's Postponed Retirement Date as the Date of Determination; and
- (b) the Plan Benefit determined using the Member's Normal Retirement Date as the Date of Determination plus the Actuarial Equivalent of the Plan Benefit that would have been payable from the Member's Normal Retirement Date to his Postponed Retirement Date.

Article 26 – Payment of Retirement Benefits

26.02 Statutory Survivor Pension

Notwithstanding Section 26.01, a DB Member or DB/DC Member who has a Spouse who has not waived, in prescribed form and in accordance with Applicable Pension Laws, her right to a survivor retirement income shall be deemed to have elected to receive his retirement income in accordance with paragraph 26.01(b). A DB Member or DB/DC Member with a Spouse who has waived, in the prescribed manner, her right to 60% of the Member's retirement income following his death, shall receive his retirement income in accordance with paragraph 26.01(a).

Article 27 – Death Benefits

27.03 Statutory Death Benefits – Prior to Pension Commencement Date – Vested

- (a) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension

Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary. The death benefit is 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 24 or Article 28, as applicable, had the Member retired or terminated employment on the date of his death.

Such DB Member's Spouse, or Beneficiary, as applicable, shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who has ceased accruing Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary. The death benefit is 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive in accordance with Article 28.

27.04 Commutation of Death Benefits

- (a) If a DB Member or DB/DC Member dies after his Vesting Date but prior to his Pension Commencement Date, a Spouse who is entitled to benefits upon the death of a Member in accordance with this Article may direct, subject to Applicable Pension Laws and Section 11.07, that the lump sum Actuarial Equivalent of the benefit be transferred to a Locked-In Retirement Savings Vehicle as designated by the Spouse, provided, however, that the administrator of such plan or vehicle agrees in writing to administer such transferred benefit within the conditions of Applicable Pension Laws.

- (b) The amount of any benefit payable to a DB Member's or DB/DC Member's Beneficiary shall be paid as a lump sum cash payment.
- (c) The amount of any Excess Contributions shall be payable in accordance with Article 25.
- (d) If a Spouse who is entitled to a death benefit dies prior to commencement of payment of the death benefit as retirement income or prior to transferring the amount, the death benefit shall be paid to the Spouse's estate as a lump sum cash payment.

Appendix C – New Brunswick Schedule

Notwithstanding any other provision of the Plan, provisions of this Appendix shall apply to a Member who is a New Brunswick Employee.

“New Brunswick Employee” means an Employee who works for a Participating Employer in the Province of Manitoba. If the Employee is not required to report to work at an establishment of the Participating Employer or is required to report to more than one establishment of the Participating Employer in different provinces, “New Brunswick Employee” means an Employee who is paid from an establishment of the Participating Employer, such establishment being situated in the Province of New Brunswick.

Part 1 – GENERAL PROVISIONS

Article 2 – Definitions

2.67 “Spouse” means, subject to the requirements for registration under Applicable Pension Laws and Revenue Rules, in relation to a Member, the person who at the earlier of the commencement of a Member’s pension and the date of the Member’s death, meets one of the following eligibility requirements:

- (a) the person who is married to the Member; or
- (b) the person who is married to the Member by a marriage that is voidable and has not been voided by a declaration of nullity; or
- (c) the person who 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; or
- (d) the person who is not married to the Member and:
 - (i) in the case of the death of a Member or former Member, was cohabitating and was in a conjugal relationship at the time of the death of the Member or former Member and for a continuous period of at least

two years immediately before the death of the Member or former Member; or

- (ii) in the case of the breakdown of a common-law partnership, was cohabitating and was in a conjugal relationship for a continuous period of at least two years immediately before the date of the breakdown of the common-law partnership; or
- (iii) in any other case, was cohabitating and was in a conjugal relationship with the Member or former Member at that time and for a continuous period of at least two years immediately before that time.

Not more than one person shall be a Spouse hereunder and in the event of more than one person having claims to be such, subject to Applicable Pension Laws, the determination of the Church as to which person shall be the Spouse, on the basis of evidence available to it which it considers sufficient for the purposes of such determination, shall be final.

2.70 “Temporary Suspension of Employment” means any suspension of employment that lasts less than 2 years and is expected to be temporary in nature or any period of lay-off.

Article 11 – General Provisions

11.07 Commutation of Pensions and Lump Sum Refunds

- (a) Retirement income under Part 3 and the value of the Member’s Employee Account and Employer Account under Part 2 may be commuted and paid in a lump sum at the discretion of the Member if the lump sum Actuarial Equivalent of the retirement income under Part 3 and the value of the Member’s Employee Account and Employer Account under Part 2, increased by 6% per year that the Member’s age on December 31st of the year of the Date of Determination is less than 65, is less than 40% of the YMPE as at the Date of Determination.
- (b) Retirement income required to be paid under Part 3 of the Plan to a Member who has terminated employment, who is neither a Canadian citizen nor a resident of Canada for purposes of Revenue Rules, and whose Spouse, if applicable, is neither a Canadian citizen nor a resident of Canada for purposes of Revenue

Rules, and the value of the Member's Employee Account and Employer Account under Part 2, may be commuted and paid in a lump sum at the Member's discretion.

The amount of such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid. Such commutation is subject to the Member's Spouse providing the required waiver in accordance with Applicable Pension Laws.

- (c) The Administrator may, at its sole discretion, require a Member who is entitled to a deferred retirement income under Part 3 and the value of the Member's Employee Account and Employer Account under Part 2 upon termination of employment or termination of the Plan, to transfer, in lieu of any other benefit under the Plan, the lump sum Actuarial Equivalent of such deferred retirement income in accordance with Section 29.02 and Section 19.03, if the lump sum Actuarial Equivalent of such deferred retirement income under Part 3 plus the value of the Member's Employee Account and Employer Account under Part 2 do not exceed 10% of the YMPE in the year the Member ceased to accrue Continuous Service.
- (d) Any lump sum refund paid from the Plan may, subject to Revenue Rules, be transferred to an RRSP.

Part 2 – DEFINED CONTRIBUTION PROVISIONS

Article 18 – Death Benefits

18.01 Death Benefits Prior to Vesting Date

If a Member dies prior to the distribution of his Accounts under any other Article of the Plan and prior to attaining his Vesting Date, the Member's Spouse, or if there is no Spouse, the Member's Beneficiary shall be entitled to distribution of the value of the Member's Employee Account and if applicable, Optional Account in accordance with Section 18.03. The value of the Member's Employer Account shall be forfeited and allocated to the Forfeiture Account.

18.02 Death Benefits After Vesting Date

If a Member dies prior to the distribution of his Accounts under any other Article of the Plan and on or after the Member attaining his Vesting Date, the Member's Spouse or, if there is no Spouse, the Member's Beneficiary shall be entitled, to distribution of the value of the Member Accounts in accordance with Section 18.03.

18.03 Payment of Death Benefits

(a) In the event a Member dies prior to his Vesting Date, distribution of the Member's Employee Account under Section 18.01 to the Member's Spouse shall be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

(b) In the event a Member dies on or after attaining his Vesting Date, distribution of the Member's Employee Account and Employer Account to the Member's Spouse shall, subject to Section 11.07, be made as:

- (i) a lump sum cash payment;
- (ii) a lump sum transfer to a RRSP;
- (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
- (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if

later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (c) The Member's Optional Account shall be distributed to the Member's Spouse in accordance with paragraph (a).
- (d) The value of the Accounts shall be determined as of the Valuation Date coincident with or immediately preceding the date of distribution.
- (e) Distribution of the Member's Accounts to a Beneficiary who is not a Spouse shall be made as a lump sum cash payment.

Part 3 – DEFINED BENEFIT PROVISIONS

Article 26 – Payment of Retirement Benefits

26.02 Statutory Survivor Pension

Notwithstanding Section 26.01, a DB Member or DB/DC Member who has a Spouse who has not waived, in prescribed form and in accordance with Applicable Pension Laws, her right to a survivor retirement income shall be deemed to have elected to receive his retirement income in accordance with paragraph 26.01(b). A DB Member or DB/DC Member with a Spouse who has waived, in the prescribed manner, her right to 60% of the Member's retirement income following his death, shall receive his retirement income in accordance with paragraph 26.01(a).

Article 27 – Death Benefits

27.01 Death – Prior to Pension Commencement Date – Not Vested

- (a) If a DB Member dies prior to his Vesting Date and prior to his Pension Commencement Date, the Member's Spouse, or if there is no Spouse, the Member's Beneficiary, shall receive a lump sum payment equal to the Member's Required Contributions accumulated with Interest.
- (b) If a DB/DC Member dies prior to his Vesting Date and prior to his Pension Commencement Date, no death benefit shall be payable from the DB Provisions.

27.02 Death – Prior to Pension Commencement Date – Vested

- (a) If a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date and has a Spouse, and:
 - (i) if such Member dies after becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member would have been eligible to receive, in accordance with Article 24, had the Member retired on the date of his death and commenced his retirement income on the first of the month following his date of death; or
 - (ii) if such Member dies before becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member would have been eligible to receive, in accordance with Article 28, had the Member terminated employment on the date of his death, survived to age 55 and commenced his retirement income on the first of the month following age 55.

In no event shall the Actuarial Equivalent of the retirement income payable to the surviving Spouse in accordance with subparagraph (i) or (ii) above be less than the death benefits payable in accordance with Section 27.03.

Such DB Member's Spouse shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) If a DB Member or DB/DC Member who has ceased to accrue Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, and has a Spouse, and:
- (i) if such Member dies after becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member is eligible to receive, in accordance with Article 28, commencing his retirement income on the first of the month following his date of death;
 - (ii) if such Member dies before becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member is eligible to receive, in accordance with Article 28, commencing his retirement income on the first of the month following age 55.

In no event shall the Actuarial Equivalent of the retirement income payable to the surviving Spouse in accordance with the paragraph above be less than the death benefits payable in accordance with Section 27.03.

- (c) If there is no Spouse, the DB Member's or DB/DC Member's Beneficiary shall be entitled to the death benefit payable in accordance with Section 27.03.

27.03 Statutory Death Benefits – Prior to Pension Commencement Date – Vested

- (a) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse, the Member's Beneficiary. The death benefit is 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 24 or Article 28, as applicable, had the Member retired or terminated employment on the date of his death.

Such DB Member's Spouse, or Beneficiary, as applicable, shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who has ceased accruing Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse, the Member's Beneficiary. The death benefit is 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive in accordance with Article 28.

27.04 Commutation of Death Benefits

- (a) If a DB Member dies prior to his Vesting Date and prior to his Pension Commencement Date, the payment of the Required Contributions accumulated with Interest to the DB Member's Spouse in accordance with this Article shall be made as:
- (i) a lump sum cash payment; or
 - (ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (b) If a DB Member or DB/DC Member dies after his Vesting Date but prior to his Pension Commencement Date, a Spouse who is entitled to benefits upon the death of a Member in accordance with this Article may direct, subject to Applicable Pension Laws and Section 11.07, that the lump sum Actuarial Equivalent of the benefit be made as:
- (i) a lump sum cash payment;
 - (ii) a lump sum transfer to a RRSP;
 - (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
 - (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (c) The amount of any benefit payable to a DB Member's or DB/DC Member's Beneficiary shall be paid as a lump sum cash payment.
- (d) The amount of any Excess Contributions shall be payable in accordance with Article 25.

Appendix D – Nova Scotia Schedule

Notwithstanding any other provision of the Plan, provisions of this Appendix shall apply to a Member who is a Nova Scotia Employee.

“Nova Scotia Employee” means an Employee who works for a Participating Employer in the Province of Nova Scotia. If the Employee is not required to report to work at an establishment of the Participating Employer or is required to report to more than one establishment of the Participating Employer in different provinces, “Nova Scotia Employee” means an Employee who is paid from an establishment of the Participating Employer, such establishment being situated in the Province of Nova Scotia.

Part 1 – GENERAL PROVISIONS

Article 2 – Definitions

- 2.67 “Spouse” means, subject to the requirements for registration under Applicable Pension Laws and Revenue Rules, in relation to a Member, the person who at the earlier of the commencement of a Member’s pension and the date of the Member’s death, meets one of the following eligibility requirements:
- (a) person who is married to the Member; or
 - (b) the person who is married to the Member by a marriage that is voidable and has not been annulled by a declaration of nullity; or
 - (c) the person who has gone through a form of marriage with the Member, in good faith, that is void, provided that the person is cohabiting with the Member in a conjugal relationship, or if they have ceased to cohabit, has cohabited with the Member in a conjugal relationship within the 12-month period immediately preceding the relevant time; or
 - (d) the person who has cohabited with the Member in a conjugal relationship for a period of at least two years, neither of the Member and the person being a Spouse.

2.70 “Temporary Suspension of Employment” means any suspension of employment that lasts less than 2 years and is expected to be temporary in nature or any period of lay-off.

Article 11 – General Provisions

11.07 Commutation of Pensions and Lump Sum Refunds

- (a) Retirement income under Part 3 and the value of the Member’s Employer Account and Employer Account under Part 2 may be commuted and paid in a lump sum, at the discretion of the Administrator, if:
 - (i) the annual retirement income that would be payable under Part 3 and from the value of the Member’s Employee Account and Employer Account under Part 2 at Normal Retirement Date is less than 4% of the YMPE as at the Date of Determination; or
 - (ii) the lump sum Actuarial Equivalent of the retirement income under Part 3 plus the value of the Member’s Employee Account and Employer Account under Part 2 is less than 10% of the YMPE as at the Date of Determination.

The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.

- (b) Subject to Applicable Pension Laws, a benefit required to be paid under the Plan may be commuted and paid in a lump sum at the discretion of the Administrator if the Member establishes, by a written statement from a qualified medical doctor licensed to practise in Canada, that he has a life expectancy considerably shorter than the life expectancy for his age and sex on the then current Canadian Life Tables. The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.
- (c) Any lump sum refund paid from the Plan may, subject to Revenue Rules, be transferred to an RRSP.

Part 2 – DEFINED CONTRIBUTION PROVISIONS

Article 18 – Death Benefits

18.01 Death Benefits Prior to Vesting Date

If a Member dies prior to the distribution of his Accounts under any other Article of the Plan and prior to attaining his Vesting Date, the Member's Spouse or if there is no Spouse, the Member's Beneficiary shall be entitled to distribution of the value of the Member's Employee Account and if applicable, Optional Account in accordance with Section 18.03. The value of the Member's Employer Account shall be forfeited and allocated to the Forfeiture Account.

18.02 Death Benefits After Vesting Date

If a Member dies prior to the distribution of his Accounts under any other Article of the Plan and on or after the Member attaining his Vesting Date, the Member's Spouse or, if there is no Spouse, the Member's Beneficiary shall be entitled, to distribution of the value of the Member Accounts in accordance with Section 18.03.

18.03 Payment of Death Benefits

(a) In the event a Member dies prior to his Vesting Date, distribution of the Member's Employee Account under Section 18.01 to the Member's Spouse shall be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (b) In the event a Member dies on or after attaining his Vesting Date, distribution of the Member's Employee Account and Employer Account to the Member's Spouse shall, subject to Section 11.07, be made as:
- (i) a lump sum cash payment; or
 - (ii) a lump sum transfer to a RRSP; or
 - (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
 - (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;
- as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.
- (c) The Member's Optional Account shall be distributed to the Member's Spouse in accordance with paragraph (a).
- (d) The value of the Accounts shall be determined as of the Valuation Date coincident with or immediately preceding the date of distribution.
- (e) Distribution of the Member's Accounts to a Beneficiary who is not a Spouse shall be made as a lump sum cash payment.

Part 3 – DEFINED BENEFIT PROVISIONS

Article 26 – Payment of Retirement Benefits

26.02 Statutory Survivor Pension

Notwithstanding Section 26.01, a DB Member or DB/DC Member who has a Spouse who has not waived, in prescribed form and in accordance with Applicable Pension Laws, her right to a survivor retirement income shall be deemed to have elected to receive his retirement income in accordance with paragraph 26.01(b). A DB Member or DB/DC Member with a Spouse who has waived, in the prescribed manner, her right to 60% of the Member's retirement income following his death, shall receive his retirement income in accordance with paragraph 26.01(a).

Article 27 – Death Benefits

27.01 Death – Prior to Pension Commencement Date – Not Vested

- (a) If a DB Member dies prior to his Vesting Date and prior to his Pension Commencement Date, the Member's Spouse, or if there is no Spouse, the Member's Beneficiary, shall receive a lump sum payment equal to the Member's Required Contributions accumulated with Interest.
- (b) If a DB/DC Member dies prior to his Vesting Date and prior to his Pension Commencement Date, no death benefit shall be payable from the DB Provisions.

27.02 Death – Prior to Pension Commencement Date – Vested

- (a) If a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date and has a Spouse, and:
 - (i) if such Member dies after becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member would

have been eligible to receive, in accordance with Article 24, had the Member retired on the date of his death and commenced his retirement income on the first of the month following his date of death; or

- (ii) if such Member dies before becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to $66 \frac{2}{3}\%$ of the amount of retirement income that the Member would have been eligible to receive, in accordance with Article 28, had the Member terminated employment on the date of his death, survived to age 55 and commenced his retirement income on the first of the month following age 55.

In no event shall the Actuarial Equivalent of the retirement income payable to the surviving Spouse in accordance with subparagraph (i) or (ii) above be less than the death benefits payable in accordance with Section 27.03.

Such DB Member's Spouse shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) If a DB Member or DB/DC Member who has ceased to accrue Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, and has a Spouse, and:
 - (i) if such Member dies after becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to $66 \frac{2}{3}\%$ of the amount of retirement income that the Member is eligible to receive, in accordance with Article 28, commencing his retirement income on the first of the month following his date of death;
 - (ii) if such Member dies before becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to

receive a retirement income payable for the Spouse's lifetime equal to 66 2/3% of the amount of retirement income that the Member is eligible to receive, in accordance with Article 28, commencing his retirement income on the first of the month following age 55.

In no event shall the Actuarial Equivalent of the retirement income payable to the surviving Spouse in accordance with the paragraph above be less than the death benefits payable in accordance with Section 27.03.

- (c) If there is no Spouse, the DB Member's or DB/DC Member's Beneficiary shall be entitled to the death benefit payable in accordance with Section 27.03.

27.03 Statutory Death Benefits – Prior to Pension Commencement Date – Vested

- (a) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse equal to 60% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 24 or Article 28, as applicable, in respect of Credited Service, or Plan amendments made, on and after January 1, 1988, had the Member retired or terminated employment on the date of his death.

Such DB Member's Spouse shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who has ceased accruing Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse equal to 60% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive in accordance with Article 28, in respect of Credited Service, or Plan amendments made, on and after January 1, 1988.

- (c) If there is no Spouse:
 - (i) a death benefit equal to the DB Member's Required Contributions accumulated with Interest is payable to the DB Member's Beneficiary; and
 - (ii) no death benefit is payable from the DB Provisions to the DB/DC Member's Beneficiary.

27.04 Commutation of Death Benefits

- (a) If a DB Member dies prior to his Vesting Date and prior to his Pension Commencement Date, the payment of the Required Contributions accumulated with Interest to the DB Member's Spouse in accordance with this Article shall be made as:
 - (i) a lump sum cash payment; or
 - (ii) a lump sum transfer to a RRSP;as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.
- (b) If a DB Member or DB/DC Member dies after his Vesting Date but prior to his Pension Commencement Date, a Spouse who is entitled to benefits upon the death of a Member in accordance with this Article may direct, subject to Applicable Pension Laws and Section 11.07, that the lump sum Actuarial Equivalent of the benefit be made as:
 - (i) a lump sum cash payment;
 - (ii) a lump sum transfer to a RRSP;
 - (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or

- (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (c) The amount of any benefit payable to a DB Member's or DB/DC Member's Beneficiary shall be paid as a lump sum cash payment.
- (d) The amount of any Excess Contributions shall be payable in accordance with Article 25.

Appendix E – Ontario Schedule

Notwithstanding any other provision of the Plan, provisions of this Appendix shall apply to a Member who is an Ontario Employee.

“Ontario Employee” means an Employee who works for a Participating Employer in the Province of Ontario. If the Employee is not required to report to work at an establishment of the Participating Employer or is required to report to more than one establishment of the Participating Employer in different provinces, “Ontario Employee” means an Employee who is paid from an establishment of the Participating Employer, such establishment being situated in the Province of Ontario.

Part 1 – GENERAL PROVISIONS

Article 2 – Definitions

- 2.67 “Spouse” means, subject to the requirements for registration under Applicable Pension Laws and Revenue Rules, in relation to a Member, the person who, at the earlier of the commencement of a Member’s pension and the date of the Member’s death, meets one of the following eligibility requirements:
- (a) the person who is married to the Member; or
 - (b) the person who is not married to the Member and is living with the Member in a conjugal relationship:
 - (i) continuously for a period of at least three years; or
 - (ii) in a relationship of some permanence, if they are the natural or adoptive parent of a child, both as defined in the Family Law Act (Ontario).
- 2.70 “Temporary Suspension of Employment” means any suspension of employment that lasts less than 2 years and is expected to be temporary in nature or any period of lay-off.

Article 11 – General Provisions

11.07 Commutation of Pensions and Lump Sum Refunds

- (a) Retirement income under Part 3 and the value of a Member's Employee Account and Employer Account may be commuted and paid in a lump sum at the discretion of the Administrator if the annual retirement income that would be payable to the Member at Normal Retirement Date is not more than 2% of the YMPE as at the Date of Determination. The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.
- (b) Retirement income under Part 3 and the value of the Member's Employee Account and Employer Account under Part 2 required to be paid to a Member who has ceased to accrue Continuous Service and who has been a non-resident of Canada for purposes of Revenue Rules for more than two years, may be commuted and paid in a lump sum at the discretion of the person entitled to the benefit, provided that the prescribed forms are completed and filed as required by Applicable Pension Laws. If the Member has a Spouse, an election to commute and receive a lump sum payment may only be made if the Spouse completes a waiver in the form and manner prescribed by Applicable Pension Laws.
- (c) Retirement income currently being paid or required to be paid under the Plan may be commuted and paid in a lump sum at the discretion of a former Member if the former Member:
 - (i) establishes that he has an illness or physical disability that is likely to shorten his life expectancy to less than two years, as certified by a written statement from a qualified medical doctor licensed to practice in Canada;
 - (ii) provides an application to the Administrator in the prescribed form; and
 - (iii) satisfies any other conditions prescribed by Applicable Pension Laws.
- (d) Any lump sum cash settlement paid from the Plan may, subject to Revenue Rules, be transferred to an RRSP.

Part 2 – DEFINED CONTRIBUTION PROVISIONS

Article 18 – Death Benefits

18.03 Payment of Death Benefits

(a) In the event a Member dies prior to his Vesting Date, distribution of the Member's Employee Account under Section 18.01 to the Member's Spouse shall be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

(b) In the event a Member dies on or after attaining his Vesting Date, distribution of the Member's Employee Account and Employer Account to the Member's Spouse shall, subject to Section 11.07, be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP; or
- (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
- (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (c) The Member's Optional Account shall be distributed to the Member's Spouse in accordance with paragraph (a).
- (d) The value of the Accounts shall be determined as of the Valuation Date coincident with or immediately preceding the date of distribution.
- (e) Distribution of the Member's Accounts to a Beneficiary who is not a Spouse shall be made as a lump sum cash payment.

Part 3 – DEFINED BENEFIT PROVISIONS

Article 26 – Payment of Retirement Benefits

26.02 Statutory Survivor Pension

Notwithstanding Section 26.01, a DB Member or DB/DC Member who has a Spouse who has not waived, in prescribed form and in accordance with Applicable Pension Laws, her right to a survivor retirement income shall be deemed to have elected to receive his retirement income in accordance with paragraph 26.01(b). A DB Member or DB/DC Member with a Spouse who has waived, in the prescribed manner, her right to 60% of the Member's retirement income following his death, shall receive his retirement income in accordance with paragraph 26.01(a).

Article 27 – Death Benefits

27.03 Statutory Death Benefits – Prior to Pension Commencement Date – Vested

- (a) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in

accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary. The death benefit is 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 24 or Article 28, as applicable, in respect of Credited Service, or Plan amendments made, on and after January 1, 1987, had the Member retired or terminated employment on the date of his death.

Such DB Member's Spouse, or Beneficiary, as applicable, shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who has ceased accruing Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary. The death benefit is 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive in accordance with Article 28, in respect of Credited Service, or Plan amendments made, on and after January 1, 1987.

27.04 Commutation of Death Benefits

- (a) If a DB Member dies prior to his Vesting Date and prior to his Pension Commencement Date, the payment of the Required Contributions accumulated with Interest to the DB Member's Spouse in accordance with this Article shall be made as:

- (i) a lump sum cash payment; or
(ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be

determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (b) If a DB Member or DB/DC Member dies after his Vesting Date but prior to his Pension Commencement Date, a Spouse who is entitled to benefits upon the death of a Member in accordance with this Article may direct, subject to Applicable Pension Laws and Section 11.07, that the lump sum Actuarial Equivalent of the benefit be made as:
- (i) a lump sum cash payment;
 - (ii) a lump sum transfer to a RRSP;
 - (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
 - (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (c) The amount of any benefit payable to a DB Member's or DB/DC Member's Beneficiary shall be paid as a lump sum cash payment.
- (d) The amount of any Excess Contributions shall be payable in accordance with Article 25.

Appendix F – Quebec Schedule

Notwithstanding any other provision of the Plan, provisions of this Appendix shall apply to a Member who is a Quebec Employee.

“Quebec Employee” means an Employee who works for a Participating Employer in the Province of Quebec. If the Employee is not required to report to work at an establishment of the Participating Employer or is required to report to more than one establishment of the Participating Employer in different provinces, “Quebec Employee” means an Employee who is paid from an establishment of the Participating Employer, such establishment being situated in the Province of Quebec.

Part 1 – GENERAL PROVISIONS

Article 2 – Definitions

2.44 “Interest” means interest on a DB Member’s Required Contributions:

- (a) at the end of each Plan Year, at a rate determined by the Administrator using the Fund rate of return for that Plan Year; plus
- (b) for the portion of the Plan Year in which the Member ceases Continuous Service, a pro-rata portion of the rate calculated in accordance with paragraph (a) for the preceding Plan Year, up until the beginning of the month in which payment is made.

Interest shall be calculated and credited in accordance with the administrative procedures that may be established from time to time by the Administrator and in accordance with the requirements of Applicable Pension Laws and Revenue Rules.

2.67 “Spouse” means the person specified below:

- (a) Subject to paragraphs (c) and (d) and to the requirements for registration under Applicable Pension Laws and Revenue Rules, “Spouse” means, in relation to a Member, the person whether the person is of the opposite sex or the same sex

who, at the earlier of the commencement of the Member's pension and the date of the Member's death, meets one of the following eligibility requirements:

- (i) the person who is married to or in civil union with the Member; or
- (ii) where the Member is neither married nor in a civil union, the person who lives together with the Member in a conjugal relationship:
 - (A) continuously for a period of three years or more; or
 - (B) continuously for a period of one year or more if:
 - (1) at least one child is born, or to be born, of their union;
 - (2) they have adopted, jointly, at least one child while living together in a conjugal relationship; or
 - (3) 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 purposes of subparagraph (ii), the birth or adoption of a child during a marriage, a civil union or a period of conjugal relationship 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.

- (b) For the purposes of paragraphs (c), (d) and (e), "Separation" means, in relation to a Member and his Spouse:
 - (i) legal separation from bed and board if the Spouse is married to the Member;
 - (ii) dissolution or annulment of their civil union; or
 - (iii) cessation of conjugal relationship if the Spouse satisfies the eligibility requirement set out in subparagraph (a)(ii).

- (c) If Separation occurs pursuant to subparagraph (b)(i) prior to the date the first pension instalment is due to the Member, the person who is married to the Member shall cease to be the Member's Spouse for the purposes of Section 17.03 and Section 26.01 except where the Member notified the Administrator in writing to have such person entitled to the contingent pension despite such Separation.
 - (d) In the event of Separation, the person who is the Member's Spouse in accordance with paragraph (a) shall cease to be the Member's Spouse for the purposes of Article 18 and Article 27.
 - (e) If, after the commencement of the Member's retirement income, Separation occurs or the Spouse ceases to be married to or in a civil union with the Member, the person who was the Spouse of the Member on the commencement of the Member's pension shall cease to be the Member's Spouse for the purposes of any contingent pension payable under the form of payment elected by the Member in accordance with Article 17 or Article 26, except where the Member notified the Administrator in writing to have such person entitled to the contingent pension despite such Separation or termination of marriage or civil union.
- 2.70 "Temporary Suspension of Employment" means any suspension of employment that lasts less than two years and is expected to be temporary in nature or any period of lay-off.
- 2.73 "Vesting Date" means the date an Employee becomes a Member of the Plan.

Article 3 – Membership

3.02 Other Employees

Each Employee who was not a Member of the Plan on December 31, 2011 shall be eligible to become a Member of the Plan on the later of January 1, 2012 and the first day of the month next following the date on which he:

- (a) becomes employed by a Participating Employer on a full-time basis;

- (b) becomes employed by a Participating Employer in other than full-time employment where the employee is working at least 24 hours per week; or
- (c) becomes employed or is rehired, if applicable, by a Participating Employer in other than full-time employment where the Employee is working less than 24 hours per week and where such Employee has earned at least 35% of the YMPE in the calendar year with a Participating Employer.

Article 11 – General Provisions

11.07 Commutation of Pensions and Lump Sum Refunds

- (a) Benefits required to be paid under the Plan to a Member who ceased to accrue Continuous Service may be commuted and paid in a lump sum, at the discretion of the Member, if the payment of the Member's retirement income has not commenced and if the lump sum Actuarial Equivalent of the benefits payable under Part 3, when combined with the balance of the Member's Accounts payable pursuant to Part 2, is less than 20% of the YMPE as at the Date of Determination. This right may be exercised upon ceasing to accrue Continuous Service, at any other date as may be specified by Applicable Pension Laws and at any other date as may be authorized by the Administrator.
- (b) If the requirements set out in paragraph (a) are met, the Member's benefits may be commuted and paid in a lump sum, at the discretion of the Administrator, subject to the notification requirements of Applicable Pension Laws.
- (c) The amount of the benefit settlement under paragraph (a) shall be the Actuarial Equivalent of the benefit remaining to be paid.
- (d) The value of the Employee Account and Employer Account and retirement income required to be paid under the DB Provisions to a Member who has ceased to accrue Continuous Service and who has not been residing in Canada for at least two years, may be commuted and paid in a lump sum at the request of the Member, provided that the prescribed forms are completed and filed as required by Applicable Pension Laws. The amount of the benefit settlement

under this paragraph shall be the Actuarial Equivalent of the benefits remaining to be paid.

- (e) A Member or Spouse who is entitled to a deferred retirement income under the DB Provisions or to the value of the Accounts, who has attained age 55 but whose age is less than 65 and who files a duly signed form prescribed by Applicable Pension Laws with the Administrator, may receive, in each calendar year, a lump sum payment equal to the lesser of:
- (i) the lump sum Actuarial Equivalent of the deferred retirement income; and
 - (ii) 40% of the YMPE, minus the annual amount of any temporary retirement income received from a registered pension plan, under a life annuity contract or under a life income fund during that calendar year.

The benefit entitlements of the Member or Spouse who elects to receive a lump sum payment in accordance with this paragraph shall be reduced in the manner specified in paragraph 17.04(b) or paragraph 24.05(b), as applicable.

- (f) A Member or Spouse who is entitled to a deferred retirement income under the DB Provisions or to the value of the Accounts and who elects to receive a temporary monthly income under a life income fund in accordance with Applicable Pension Laws prior to the calendar year in which this person attains age 55 may, for the purposes of replacing such deferred retirement income by a temporary income, apply for the transfer from the Plan to the life income fund, in each calendar year prior to the calendar year in which this person attains age 55, of an amount equal to the lesser of:
- (i) the lump sum Actuarial Equivalent of the deferred retirement income; and
 - (ii) the additional amount required for the balance of the life income fund to allow, until the end of the calendar year, the payment of the maximum temporary monthly income under a life income fund as permitted by Applicable Pension Laws.

- (g) Any lump sum refund paid from the Plan may, subject to Revenue Rules, be transferred to an RRSP.

Part 2 – DEFINED CONTRIBUTION PROVISIONS

Article 17 – Retirement Benefits

17.02 Retirement Benefit

- (a) Upon retirement in accordance with Section 17.01, a Member shall be entitled to the distribution of the value of his Accounts in the form elected by the Member in accordance with Section 17.03, determined as of the Valuation Date coincident with or immediately preceding distribution of the Accounts.
- (b) A Member who continues to be an Employee after his Normal Retirement Date, may request, once every year, a payment of all or a portion of his Employee Account and Employer Account, but only to the extent necessary to offset any permanent reduction in Earnings which occurred during such period. Such Member may not receive payment under this paragraph and payment under Section 17.04 at the same time.

17.04 Phased Retirement

- (a) A Member whose working time is reduced in accordance with a phased retirement agreement with the Church and who has attained age 55 but is less than age 65, may receive, on request, for each calendar year covered by the agreement, a lump sum payment which shall not exceed the lesser of:
 - (i) 70% of the reduction in the Member's remuneration resulting from the reduction in his working time during that year;
 - (ii) 40% of the YMPE for that year; and
 - (iii) the value of the Member's Employee Account and Employer Account.

Such lump sum payment shall also comply with any other requirements prescribed by Applicable Pension Laws.

- (b) In the event that a Member elects to receive a payment in accordance with paragraph (a):
 - (i) subject to the other provisions of the Plan, Required Contributions and Employer Contributions shall continue;
 - (ii) the balance of the Member's Employee Account and Employer Account shall be reduced by the sum of the any amounts paid in accordance with paragraph (a).

Article 18 – Death Benefits

18.03 Payment of Death Benefits

- (a) In the event a Member dies on or after attaining his Vesting Date, distribution of the Member's Employee Account and Employer Account to the Member's Spouse shall, subject to Section 11.07, be made as:
 - (i) a lump sum cash payment; or
 - (ii) a lump sum transfer to a RRSP; or
 - (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
 - (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;
- as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (b) The Member's Optional Account shall be distributed to the Member's Spouse as:
- (i) a lump sum cash payment; or
 - (ii) a lump sum transfer to a RRSP;
- as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws..
- (c) The value of the Accounts shall be determined as of the Valuation Date coincident with or immediately preceding the date of distribution.
- (d) Distribution of the Member's Accounts to a Beneficiary who is not a Spouse shall be made as a lump sum cash payment.

Part 3 – DEFINED BENEFIT PROVISIONS

Article 24 – Amount of Retirement Income

24.03 Postponed Retirement

- (a) A Member who continues in the employ of a Participating Employer beyond his Normal Retirement Date shall receive an amount of retirement income commencing from the Member's Postponed Retirement Date and that is the sum of:
- (i) the Plan Benefit determined using the Member's Normal Retirement Date as the Date of Determination; and
 - (ii) the amount of retirement income that is the Actuarial Equivalent of the retirement income under subparagraph (i) above that would have been paid since Normal Retirement Date.

- (b) Notwithstanding paragraph (a) above, a Member who continues in the employ of a Participating Employer beyond Normal Retirement Date may elect to receive payment of all or a portion of such Member's retirement income equal to the Plan Benefit determined using the Member's Normal Retirement Date as the Date of Determination, but only to the extent necessary to compensate for a reduction in salaries or wages, as defined in Applicable Pension Laws, incurred on or after Normal Retirement Date.
- (c) No Member may exercise the right specified in paragraph (b) more than once per 12 month period, except pursuant to an agreement with the Administrator.
- (d) In the event that a Member elects to receive the payment of all or a portion of such Member's retirement income prior to Postponed Retirement Date, the payment of Required Contributions and accrual of Credited Service shall cease, and the retirement income commencing on the Postponed Retirement Date shall be equal to:
 - (i) the retirement income under paragraph (a); less
 - (ii) the Actuarial Equivalent of the retirement income received prior to Postponed Retirement Date with interest thereon.

24.05 Phased Retirement

- (a) A Member whose working time is reduced in accordance with a phased retirement agreement with the Church and who has attained age 55 but not age 65 may receive, on request, for each calendar year covered by the agreement, a lump sum payment which shall not exceed the lesser of:
 - (i) 70% of the reduction in the Member's remuneration resulting from the reduction in his working time during that year;
 - (ii) 40% of the YMPE for that year; and
 - (iii) the sum of the lump sum Actuarial Equivalent of the benefits that the Member would have been eligible to receive in accordance with Section 28.02, had the Member terminated employment on the date the lump sum

payment is made and assuming payment of any retirement income entitlement commencing on the Member's Normal Retirement Date.

- (b) In the event that a Member elects to receive a payment in accordance with paragraph (a):
 - (i) subject to the other provisions of the Plan, the accrual of Credited Service shall continue;
 - (ii) a reduced retirement income payable in accordance with Article 26, commencing at Normal Retirement Date and for which the lump sum Actuarial Equivalent is equal to the payment received by the Member is determined as at the date the payment under paragraph (a) is made; and
 - (iii) any benefit subsequently payable under the other provisions of the Plan shall be reduced by the Actuarial Equivalent of the reducing retirement income specified in subparagraph (ii).

Article 25 – Excess Contributions

25.03 Payment of Excess Contributions

- (a) In the event that there are Excess Contributions at a DB Member's Date of Determination, the Excess Contributions shall accumulate with Interest until the DB Member's Pension Commencement Date at which time the accumulated amount shall be payable as an additional monthly retirement income on an Actuarial Equivalent basis.
- (b) Notwithstanding paragraph (a), in the event that there are Excess Contributions at a DB Member's date of death, his Spouse, may elect that such Excess Contributions be:
 - (i) paid as a lump sum cash payment to the DB Member's Spouse; or
 - (ii) transferred in accordance with Section 29.03.

If in the event of death of a DB Member who has no Spouse at his date of death, his Excess Contributions shall be paid in a lump sum to his Beneficiary, or to his estate, if he has no Beneficiary.

Article 26 – Payment of Retirement Benefits

26.02 Statutory Survivor Pension

- (a) Notwithstanding Section 26.01, a DB Member or DB/DC Member who has a Spouse who has not waived, in prescribed form and in accordance with Applicable Pension Laws, her right to a contingent retirement income shall be deemed to have elected to receive his retirement income in accordance with paragraph 26.01(b). A DB Member or DB/DC Member with a Spouse who has waived, in the prescribed manner, her right to 60% of the Member's retirement income following his death, shall receive his retirement income in accordance with paragraph 26.01(a).
- (b) Notwithstanding Section 26.01, in addition to the optional forms of payment described in Section 26.03, a DB Member or DB/DC Member who at the date the first instalment is due has a Spouse who has not waived, in prescribed form the right to a contingent retirement income, may elect to receive the retirement income payable under Article 24 or Article 28, as applicable, in the form of an annuity payable as follows:
 - (i) equal monthly instalments are paid for the life of the Member, until the last instalment due on the first day of the month in which the death of the Member occurs;
 - (ii) if the Member dies before 120 monthly instalments are made and the Spouse is still alive, the instalments continue to be paid to the Spouse commencing on the first day of the month following the month in which the death of the Member occurs and ending on the earlier of:
 - (A) the first day of the month in which the death of the Member's Spouse occurs; and

(B) the first day of the month in which a total of 120 monthly instalments are paid to the Member and the Spouse;

and, if the date under clause (A) occurs prior to the date under clause (B), the instalments continue to be paid to the Spouse's estate commencing on the first day of the month following the month in which the death of the Spouse occurs and ending on the first day of the month in which a total of 120 monthly instalments are paid to the Member, the Spouse and the Spouse's estate;

(iii) if the Member dies before 120 monthly instalments are made and the Spouse has predeceased the Member, the instalments continue to be paid to the Member's Beneficiary commencing on the first day of the month following the month in which the death of the Member occurs and ending on the first day of the month in which a total of 120 monthly instalments are paid to the Member and the Beneficiary; and

(iv) after the Member's death and provided the Spouse is still alive, monthly instalments equal to 60% of the retirement income that was payable to the Member continue to be paid to the Spouse commencing on the later of:

(A) the first day of the month following the month in which the death of the Member occurs; and

(B) the first day of the month that is 120 months later than the date the first instalment was paid to the Member.

The benefit payable under this section shall be the Actuarial Equivalent of the benefit payable under paragraph 26.01(b).

26.04 Redetermination of Form of Retirement Income

(a) If the Member receives a retirement income under a form that provides for the continuance of at least 60% of the Member's retirement income to the Spouse after the Member's death and if, after the commencement of the Member's

retirement income, the Member's Spouse ceases to be entitled to the contingent retirement income by virtue of paragraph 2.68(e) of Part I, the Member is entitled, on request to the Administrator, to a redetermination of the retirement income as of the effective date of the judgement granting the separation from bed and board, the divorce or the annulment of the marriage, as of the date of dissolution of the civil union or as of the date of the cessation of the conjugal relationship. The redetermined retirement income shall be in the same amount and have the same characteristics as the retirement income that would be payable to the Member at the date of redetermination had the Member not had a Spouse on the date the payment of the retirement income began.

- (b) Unless the Administrator has received the notice provided for in paragraph 2.68(e) of Part I, the Administrator shall redetermine the Member's retirement income in accordance with paragraph (a) if the benefits accrued to the Member under the Plan are partitioned, pursuant to Section 7.02, subsequent to the commencement of the Member's retirement income.
- (c) If the Member requests a redetermination in accordance with paragraph (a) and the effective date of the judgment granting the separation from bed and board, the divorce or the annulment of the marriage, or the date of the cessation of the conjugal relationship, is prior to January 1, 2001, the redetermination shall be effective as of the date of the Member's request.

26.05 Temporary Retirement Income Option

- (a) A Member who elects to receive his retirement income payable under Article 24 or Article 28 prior to his Normal Retirement Date and who files a duly signed form prescribed by Applicable Pension Laws with the Administrator prior to the payment of the first instalment of the benefit, may elect to receive his retirement income in the form of a life annuity plus a temporary annuity ceasing in the month preceding the Member's Normal Retirement Date, both payable in equal monthly instalments. The annual amount of the temporary annuity shall be fixed by the Member before payment begins, but shall not exceed the lesser of:
 - (i) 40% of the YMPE in the year of payment commencement; and

- (ii) the maximum annual amount of temporary retirement income permitted by Revenue Rules.
- (b) If the Member elects the temporary retirement income option described in this Section, any benefits payable to the Member's Beneficiary or Spouse after the Member's death shall be determined in accordance with such other form of payment elected by the Member in accordance with Article 26, any guarantee or continuance being applied to the annuity payment pattern resulting from the temporary retirement income option.
- (c) The value of the benefits payable under the temporary retirement income option shall be the Actuarial Equivalent of the benefit which would have been otherwise payable had the Member not elected the temporary retirement income option.
- (d) A Spouse who becomes entitled to the payment of a retirement income under the Plan may elect the temporary retirement income option described in the foregoing provisions of this Section, adapted as required.

Article 27 – Death Benefits

27.03 Statutory Death Benefits – Prior to Pension Commencement Date – Vested

- (a) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary. The death benefit is 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 24 or Article 28, as applicable, in respect of Credited Service, or Plan amendments made, on and after January 1, 1990, had the Member retired or terminated employment on the date of his death.

Such DB Member's Spouse, or Beneficiary, as applicable, shall also be entitled

to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

Such Member's Spouse or Beneficiary, as applicable, shall also receive a supplementary benefit equal to the excess, if any, of (i) over (ii), where:

- (i) is 100% of the lump sum Actuarial Equivalent of the retirement income specified in Section 28.02 in respect of Credited Service accrued on or after January 1, 2001 computed assuming annual indexation of such retirement income from the date of termination of employment to the date that is 10 years prior to Normal Retirement Date equal to 50% of the change in the Consumer Price Index for Canada published by Statistics Canada and assuming pension commencement at Normal Retirement Date; and
- (ii) is 100% of the lump sum Actuarial Equivalent of the retirement income specified in Section 28.02 in respect of Credited Service on or after January 1, 2001.

The annualized indexation rate specified in subparagraph (i) shall not be less than 0% nor greater than 2%. The supplementary benefit shall be payable to the Member's Spouse or Beneficiary as a lump sum cash payment.

- (b) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who has ceased accruing Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, a death benefit is payable to the Member's Spouse or, if there is no Spouse or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary. The death benefit is 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive in accordance with Article 28, in respect of Credited Service, or Plan amendments made, on and after January 1, 1990.

27.04 Commutation of Death Benefits

- (a) If a DB Member or DB/DC Member dies after his Vesting Date but prior to his Pension Commencement Date, a Spouse who is entitled to benefits upon the death of a Member in accordance with this Article may direct, subject to Applicable Pension Laws and Section 11.07, that the lump sum Actuarial Equivalent of the benefit be transferred:
- (i) a lump sum cash payment; or
 - (ii) a lump sum transfer to a RRSP; or
 - (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
 - (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;
- as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.
- (b) The amount of any benefit payable to a Member's Beneficiary shall be paid as a lump sum cash payment.
- (c) The amount of any Excess Contributions shall be payable in accordance with Article 25.
- (d) The amount of any supplementary benefit shall be payable to the Member's Spouse or Beneficiaries as a lump sum cash payment.

Article 28 – Termination of Employment

28.02 Vested

A DB Member or DB/DC Member whose employment with a Participating Employer is terminated after the Member's Vesting Date, for any reason other than death or retirement, shall receive:

- (a) a monthly retirement income, payable in accordance with Article 26 and commencing at the Member's Normal Retirement Date equal to the Plan Benefit determined using the Member's date of termination of employment as the Date of Determination;
- (b) the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of termination of employment as the Date of Determination, and
- (c) a supplementary benefit equal to the excess, if any, of (i) over (ii), where:
 - (i) is the lump sum Actuarial Equivalent of the retirement income specified in paragraph (a) in respect of Credited Service accrued on or after January 1, 2001 computed assuming annual indexation of such retirement income from the date of termination of employment to the date that is 10 years prior to Normal Retirement Date equal to 50% of the change in the Consumer Price Index for Canada published by Statistics Canada and assuming pension commencement at Normal Retirement Date; and
 - (ii) is the lump sum Actuarial Equivalent of the retirement income specified in paragraph (a) in respect of Credited Service on or after January 1, 2001.

The annualized indexation rate specified in subparagraph (i) shall not be less than 0% nor greater than 2%. The supplementary benefit shall be payable to the Member as a lump sum cash payment.

Appendix G – Saskatchewan Schedule

Notwithstanding any other provision of the Plan, provisions of this Appendix shall apply to a Member who is a Saskatchewan Employee.

“Saskatchewan Employee” means an Employee who reports for work in the Province of Saskatchewan. If the Employee is not required to report to work at an establishment of a Participating Employer or is required to report to more than one establishment of a Participating Employer in different provinces, “Saskatchewan Employee” means an Employee who is paid from an establishment of a Participating Employer, such establishment being situated in the Province of Saskatchewan.

PART 1 – GENERAL PROVISIONS

Article 2 – Definitions

- 2.67 “Spouse” means, subject to the requirements for registration under Applicable Pension Laws and Revenue Rules, in relation to a Member, the person who, at the earlier of the commencement of the Member’s pension and the date of the Member’s death, meets one of the following eligibility requirements:
- (a) the person who is married to the Member; or
 - (b) if the Member is not married, the person with whom the Member is cohabiting 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.
- 2.70 “Temporary Suspension of Employment” means any suspension of employment that is expected to be temporary in nature or any period of lay-off.
- 2.73 “Vesting Date” means the date coincident with the completion of two years of Continuous Service.

Article 11 – General Provisions

11.07 Commutation of Pensions and Lump Sum Refunds

- (a) Retirement income under Part 3 and the value of the Member Accounts under Part 2 may be commuted and paid in a lump sum at the discretion of the Administrator if:
 - (i) the annual retirement income under Part 3 and from the value of the Member Accounts under Part 2 does not exceed 4% of the YMPE as at the Date of Determination; or
 - (ii) the lump sum Actuarial Equivalent of the retirement income under Part 3 plus the value of the Member Accounts under Part 2 does not exceed 20% of the YMPE as at the Date of Determination.

The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.

- (b) Subject to Applicable Pension Laws, a benefit required to be paid under the Plan may be commuted and paid in a lump sum at the discretion of the Administrator if the Member establishes, by a written statement from a qualified medical doctor licensed to practise in Canada, that he has a life expectancy considerably shorter than the life expectancy for his age and sex on the then current Canadian Life Tables. If the Member has a Spouse, an election to commute and receive a lump sum payment may only be made if the Spouse completes a waiver in the form and manner prescribed by Applicable Pension Laws. The amount of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.

Part 2 – DEFINED CONTRIBUTION PROVISIONS

Article 18 – Death Benefits

18.03 Payment of Death Benefits

(a) In the event a Member dies prior to his Vesting Date, distribution of the Member's Employee Account under Section 18.01 to the Member's Spouse shall be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

(b) In the event a Member dies on or after attaining his Vesting Date, distribution of the Member's Employee Account and Employer Account to the Member's Spouse shall, subject to Section 11.07, be made as:

- (i) a lump sum cash payment; or
- (ii) a lump sum transfer to a RRSP; or
- (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
- (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (c) The Member's Optional Account shall be distributed to the Member's Spouse in accordance with paragraph (a).
- (d) The value of the Accounts shall be determined as of the Valuation Date coincident with or immediately preceding the date of distribution.
- (e) Distribution of the Member's Accounts to a Beneficiary who is not a Spouse shall be made as a lump sum cash payment.

Part 3 – DEFINED BENEFIT PROVISIONS

Article 26 – Payment of Retirement Benefits

26.02 Statutory Survivor Pension

Notwithstanding Section 26.01, a DB Member or DB/DC Member who has a Spouse who has not waived, in prescribed form and in accordance with Applicable Pension Laws, her right to a survivor retirement income shall be deemed to have elected to receive his retirement income in accordance with paragraph 26.01(b). A DB Member or DB/DC Member with a Spouse who has waived, in the prescribed manner, her right to 60% of the Member's retirement income following his death, shall receive his retirement income in accordance with paragraph 26.01(a).

Article 27 – Death Benefits

27.03 Statutory Death Benefits – Prior to Pension Commencement Date – Vested

- (a) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who is accruing Continuous Service dies after his Vesting Date but prior to his Pension Commencement Date, and has a Spouse who has not waived, in the prescribed

form and in accordance with Applicable Pension Laws, the right to a death benefit, and:

- (i) if such Member dies after becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 60% of the amount of the retirement income that the Member would have been eligible to receive, in accordance with Article 24, had the Member retired on the date of his death and commenced his retirement income on the first of the month following his date of death; or
- (ii) if such Member dies before becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive 100% of the lump sum Actuarial Equivalent of the retirement income that the Member would have been eligible to receive, in accordance with Article 28, had the Member terminated employment on the date of his death.

Such DB Member's Spouse shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

- (b) Notwithstanding Section 27.02, if a DB Member or DB/DC Member who has ceased accruing Continuous Service and who has an entitlement to retirement income benefits in accordance with Article 28 dies prior to his Pension Commencement Date, and has a Spouse who has not waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, and:

- (i) if such Member dies after becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive a retirement income payable for the Spouse's lifetime equal to 60% of the amount of retirement income that the Member is eligible to receive, in accordance with Article 28, commencing his retirement income on the first of the month following his date of death; or

- (ii) if such Member dies before becoming eligible for early retirement in accordance with Section 5.02, such Member's Spouse shall be entitled to receive 100% of the lump sum Actuarial Equivalent of the retirement income that the Member is eligible to receive, in accordance with Article 28.
- (c) If there is no Spouse, or if the Spouse has waived, in the prescribed form and in accordance with Applicable Pension Laws, the right to a death benefit, the Member's Beneficiary shall be entitled to the lump sum Actuarial Equivalent of the benefit that would have been payable to a Spouse in accordance with paragraph (a) or (b) above. In respect of a benefit payable under subparagraph (a)(i) or (b)(i) that would have been payable to a Spouse, the lump sum payable to a Beneficiary shall be equal to the benefit that would have been payable to a Spouse who had attained an age three years less than the age of the Member on the day of the Member's death.

Such DB Member's Beneficiary shall also be entitled to receive the DB Member's Excess Contributions, if any, determined and payable in accordance with Article 25 using the Member's date of death as the Date of Determination.

27.04. Commutation of Death Benefits

- (a) A Spouse who is entitled to benefits upon the death of a Member in accordance with this Article may direct, subject to Applicable Pension Laws and Section 11.07, that the lump sum Actuarial Equivalent of the benefit be transferred:
 - (i) a lump sum cash payment; or
 - (ii) a lump sum transfer to a RRSP; or
 - (iii) a transfer to another registered pension plan if the administrator of that plan agrees to accept the transfer; or
 - (iv) a transfer to an Insurer for the purchase of a life annuity, commencing no later than December 1 of the calendar year in which the Spouse attains age 71, or such other age as may be permitted by Revenue Rules, or, if

later, within one year of the Member's date of death, in a form acceptable under Applicable Pension Laws and Revenue Rules;

as designated by the Spouse, or if the Spouse fails to make a designation within the time required or permitted under Applicable Pension Laws, as may be determined by the Administrator in its absolute discretion, in such form as may be permitted under Applicable Pension Laws.

- (b) The amount of any benefit payable to a Member's Beneficiary shall be paid as a lump sum cash payment.
- (c) The amount of any Excess Contributions shall be payable in accordance with Article 25.

SCHEDULE B

From: [Francis Taman](#)
To: [Jennifer Cockbill](#)
Cc: [jeffrey.oliver@gowlings.com](#); [Adam Maerov](#); [JJ Burnell](#); [KRobinson@lccabc.ca](#); [Don Schiemann \(president@lccabc.ca\)](#); [Cam Sherban \(cam.sherban@klupart.com\)](#); [Ksenia Court](#)
Subject: RE: Lutheran Church AB-BC District et al. Claims Process and Potential Pension Claims
Date: Wednesday, April 15, 2015 11:40:26 AM

Ms. Cockbill,

It is my understanding that it is the intention of the District and its employees to continue to participate in the pension plan at the present time. However, we obviously cannot predict what the outcome of the CCAA process that the District is part of will be. While it is hoped that the District emerges from the process as a viable Church body, obviously there are a number of steps, including the presentation and adoption of a plan under the CCAA, before that would occur.

With respect to whether the unfunded pension claim, we are surprised that you indicate that the outstanding liability is over \$1,000,000. Our advice from our client was that the amount was in the range of \$200,000. Notwithstanding that difference, with respect to the question as to whether that unfunded pension amount and the payments currently being made by the District with respect to a past employee mentioned below constitute obligations that would survive the CCAA and, as such, do not require the Synod to file a proof of claim, we are unable to provide you with confirmation of such. As has been clearly demonstrated by the mission remittances issue, our clients intention or desire is wholly irrelevant to what will ultimately be decided. We would view this as a determination more properly made by the Court and something that would be the subject of legal advice from yourselves to your client.

We trust the above is in order.

Francis N.J. Taman
Barrister & Solicitor

T 403.750.7980

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From: Jennifer Cockbill [<mailto:Jennifer.Cockbill@mcmillan.ca>]
Sent: Wednesday, April 15, 2015 11:31 AM

To: Francis Taman

Cc: jeffrey.oliver@gowlings.com; Adam Maerov; Dwayne Cleave; JJ Burnell

Subject: Lutheran Church AB-BC District et al. Claims Process and Potential Pension Claims

Importance: High

Mr. Taman,

We write to seek clarification with respect to the CCAA Claim Process and, in particular, whether the Claims Process Order made February 20, 2015 is intended to apply to potential or contingent claims by the Lutheran Church of Canada ("LCC") against the District or Encharis arising from their obligations under the LCC-sponsored pension plan (the "Plan") in which the District and Encharis are participants.

We understand that normal course payments required to be paid to LCC pursuant to the Plan have been remitted up to date by Encharis and the District. Presumably this will or is intended to continue for the time being. We also understand that Encharis has been making regular monthly payments of \$912.58 to LCC on account of a funding deficit arising out of a commuted value payout to an Encharis employee, which LCC funded in July 2013.

As you know, the Plan is underfunded. The District's portion of the funding deficit is estimated to be approximately \$1,023,000 (the "District's Deficit"). All or a portion of the District's Deficit would of course become payable in the event the District or a significant number of its employees were no longer part of the Plan (for example as a result of a downsizing pursuant to a CCAA plan of arrangement). However, we assume that the District/its employees will or intend to continue to participate in the Plan for the time being.

In the-circumstances, we would assume that any potential claims by LCC against the District or Encharis relating to these pension obligations would be unaffected under any CCAA plan or arrangement. We ask that you please confirm this to be the case and that the LCC is not required to submit a proof of claim in respect of such contingent claims.

Given that the Claims Bar Date is April 20, we ask that you provide us with this confirmation forthwith. I am available for a call if you wish to discuss.

Thank you,

mcmillan

Jennifer Cockbill

d 604.691.6842 | f 604.685.7084

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McMillan LLP

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COURT FILE NUMBER 1503-18421
COURT COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF HSBC FINANCE MORTGAGES
INC.
DEFENDANTS SHAWN L. HIGGINSON and
DEBRA HIGGINSON
DOCUMENT **APPLICATION BY PLAINTIFF**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Bishop & McKenzie LLP
1700, 530 - 8th Avenue SW
Calgary, AB T2P 3S8
Attention: Russell N. Avery
Telephone: 403-237-5550
Facsimile: 403-263-3423
File No.: 105,919-004 (RNA/sla)

NOTICE TO DEFENDANTS

This application is made against you. You are a Defendant.

You have the right to state your side of this matter before the Master.

To do so, you must be in Court when the application is heard as shown below:

Date _____, July ____, 2017
Time 10:00 am
Where Law Courts,
1A Sir Winston Churchill Square, Edmonton, Alberta
Before Whom Master in Chambers

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Order setting the list price of the subject lands, the legal description of which is as follows:

PLAN 8120395
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS,

which are municipally known as 5018 – 46th Street, Sedgewick, Alberta, at \$210,900.00.

2. An Order extending the Judicial Listing for a period of ninety (90) days from the date of this application.

Grounds for making this application:

3. The ninety day listing period has expired.
4. No suitable offers have been received.
5. The fair market value of the property has decreased.

Material or evidence to be relied on:

6. Affidavit of Shannon Alcock.

Applicable rules:

7. Part 9, Division 5 of the Alberta Rules of Court.

Applicable Acts and regulations:

8. The *Law of Property Act*, R.S.A. 2000, Chapter L-7, as amended.

Any irregularity complained of or objection relied on:

9. No.

How the application is proposed to be heard or considered:

10. In person.

BISHOP & McKENZIE

Per: _____
Russell N. Avery
Solicitors for the Plaintiff

TO: Clerk of the Court

AND TO: Shawn L. Higginson

AND TO: Debra Higginson

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Plaintiff what they want in your absence. You will be bound by any Order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an Affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the Plaintiff.

COURT FILE NUMBER 1503-18421
COURT COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF HSBC FINANCE MORTGAGES
INC.
DEFENDANTS SHAWN L. HIGGINSON and
DEBRA HIGGINSON
DOCUMENT **CERTIFIED COPY OF
CERTIFICATE OF TITLE**
ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS DOCUMENT Bishop & McKenzie LLP
1700, 530 - 8th Avenue SW
Calgary, AB T2P 3S8
Attention: Russell N. Avery
Telephone: 403-237-5550
Facsimile: 403-263-3423
File No.: 105,919-004 (RNA/sla)

Clerk's Stamp

Kendra White

From: Kendra White
Sent: Thursday, July 06, 2017 11:10 AM
To: 'spanunto@mjmbarristers.ca'
Subject: 30882-5150 / TD v. Maxim
Attachments: Service Letter to Machida James McCall.pdf

Hi Stephen,

Please see the attached.

Thank you,

Kendra White

From: Kendra White
Sent: Thursday, July 06, 2017 11:10 AM
To: 'spanunto@mjmbarristers.ca'
Subject: 30882-5150 / TD v. Maxim
Attachments: Service Letter to Machida James McCall.pdf

Hi Stephen,

Please see the attached.

Thank you,

Kendra White

From: Kendra White
Sent: Thursday, July 06, 2017 11:08 AM
To: Doug Hughes; Janet Stuart
Subject: 30882-5150 / Maxim
Attachments: Filed Redemption Order.pdf

Hi Doug and Janet,

Please see attached filed Order.

Thank you,