

**DISPOSITIONS PARTICULIÈRES APPLICABLES
AUX PARTICIPANTS EN DATE DU 1^{ER} JANVIER 2001
DE "THE IMPERIAL LIFE STAFF PENSION FUND"**

Cette copie est certifiée conforme par :

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INTRODUCTION

Suite à la fusion du « Imperial Life Staff Pension Fund » (Régime fusionné) avec le Régime de rentes du Mouvement Desjardins (Régime absorbant) au 1^{er} janvier 2001, les participants du Régime fusionné deviennent des participants du Régime absorbant à compter de cette date.

Les fonds transférés du Régime fusionné vers le Régime absorbant sont maintenus par le Régime absorbant séparément de ses autres actifs et ne peuvent servir qu'à financer les bénéfices des participants ayant droit à des prestations selon la présente Annexe.

La présente Annexe décrit les prestations auxquelles ont droit les ex-employés de « Imperial Life Assurance Company of Canada. » qui avaient des droits dans le Régime fusionné au 1^{er} janvier 2001 relativement à leur participation antérieure à cette date.

Les prestations des participants qui, avant le 1^{er} janvier 2001, ont pris leur retraite, ont quitté leur emploi ou sont décédés sont déterminées par les dispositions de la présente Annexe, à moins d'indication contraire dans les dispositions du Régime absorbant.

La présente Annexe ne doit pas avoir pour effet d'augmenter ou de réduire les droits des participants visés eu égard à leur participation (Membership) avant le 1^{er} janvier 2001. À tout événement, les droits résultant de la participation antérieure au 1^{er} janvier 2001 devront être déterminés comme si le Régime fusionné, tel qu'il était connu à cette date, avait continué d'exister.

1) En vertu de cette Annexe, le règlement du Régime fusionné en vigueur au 1^{er} janvier 2001 est partie intégrante du Règlement du Régime absorbant, à l'exception des dispositions suivantes qui sont sans effet à compter du 1^{er} janvier 2001:

a) Section 2 - Définitions

| | |
|----------------|-------------------------------|
| Section 2.02 | Actuary |
| Section 2.03 | Administrator |
| Section 2.09.1 | Employee on a Full-Time Basis |
| Section 2.09.2 | Employee on a Part-Time Basis |
| Section 2.13 | Family Law Act |
| Section 2.21 | Income Tax Act |

| | |
|--------------|------------------------|
| Section 2.26 | Other Pension Plan |
| Section 2.27 | Pension Fund |
| Section 2.29 | Provincial Legislation |
| Section 2.31 | Spouse |
| Section 2.32 | Transfer Agreement |
| Section 2.36 | YMPE |
| Section 2.37 | Plan Year |

b) Section 3 – Eligibility and membership

| | |
|--------------|-----------------------------------|
| Section 3.01 | Eligibility |
| Section 3.02 | Membership |
| Section 3.03 | Application Form |
| Section 3.04 | Termination of Membership |
| Section 3.05 | Transfer to an Other Pension Plan |

c) Section 4 - Contributions

| | |
|--------------|---------------------------------|
| Section 4.01 | Member's Required Contributions |
| Section 4.02 | Voluntary Contributions |
| Section 4.03 | Employer's Contributions |
| Section 4.04 | Remittance of Contributions |
| Section 4.06 | General Provision |

d) Section 6 – Retirement Benefits

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|--------------|----------------------------------------------|
| Section 6.05 | Payment of Benefits |
| Section 6.06 | Limitations Regarding Small Pension Payments |
| Section 6.08 | Pension Adjustment Factor |

- e) Section 8 – Termination Benefits
 - Section 8.03 Transfer Agreement

- f) Section 9 – Death Benefits
 - Section 9.05 Beneficiary

- g) Section 10 – Pension Fund
 - All sections

- h) Section 11 – Administration of the Plan
 - All sections

- i) Section 12 – Amendment or Termination of the Plan
 - All sections

- j) Section 13 – Transfer Agreements
 - All sections

- k) Section 14 – Legislation
 - All sections

- l) Section 15 – General Provisions
 - All sections

- m) Supplement "A" and Supplement "C"

All sections

2) Afin de définir davantage l'intention au moment de la fusion, les précisions suivantes sont apportées. La liste qui suit n'est pas exclusive. Dans ce qui suit, le terme «Règlement» exclut la présente Annexe :

a) Service et participation avant la fusion

La fusion des deux régimes ne résulte pas en une interruption de service ni de participation pour les employés visés.

Ainsi, aux autres fins que le calcul de la rente normale de retraite du Règlement du Régime absorbant, incluant la présente Annexe, le service et la participation avant le 1^{er} janvier 2001 des participants visés par la fusion doivent être considérés comme s'ils avaient été effectués auprès d'un employeur qui était partie au Régime absorbant avant cette date. Plus précisément :

- i) le service continu d'un participant visé par la fusion au 1^{er} janvier 2001 est égal à la somme du service continu (Continuous Service) tel que défini dans la présente Annexe et du service continu tel que défini au Règlement;
- ii) la participation active d'un participant visé par la fusion au 1^{er} janvier 2001 est égale à la somme de la participation active telle que définie dans la présente Annexe et de la participation active telle que définie au Règlement;
- iii) le service validable d'un participant visé par la fusion au 1^{er} janvier 2001 est égal à la somme du service validable (Years of Eligible Service) tel que défini dans la présente Annexe et du service validable tel que défini au Règlement.

b) Statut du participant

Tout participant n'a qu'un seul statut en vertu du Régime absorbant. Le statut au 1^{er} janvier 2001, tel que défini dans la présente Annexe, d'un participant visé par la fusion à cette date est réputé être son statut aux fins du Régime absorbant au 1^{er} janvier 2001.

Tout changement de statut ultérieur au 1^{er} janvier 2001 sera déterminé conformément aux dispositions du Règlement et sera également applicable aux dispositions de la présente Annexe.

Relativement au statut d'invalidité d'un participant visé par la fusion au 1^{er} janvier 2001, il est déterminé comme suit :

- i) le participant, qui est réputé invalide au 1^{er} janvier 2001 conformément à la définition d'invalidité (Disability) de la présente Annexe, est également réputé invalide aux fins du Règlement au 1^{er} janvier 2001.

Ce participant sera réputé invalide tant que son état fera en sorte qu'il aurait été réputé invalide en vertu de la définition d'invalidité de la présente Annexe;

- ii) le participant qui n'est pas réputé invalide au 1^{er} janvier 2001 conformément à la définition d'invalidité de la présente Annexe ne sera réputé invalide qu'au moment où son état fera en sorte qu'il devienne invalide en vertu de la définition d'invalidité du Règlement.

Le cas échéant, ce participant sera également réputé invalide aux fins de la présente Annexe.

Les droits et les prestations d'un participant réputé invalide au 1^{er} janvier 2001 et visé par la fusion à cette date sont déterminés par les dispositions de la présente Annexe.

Les dispositions de la présente Annexe qui sont particulières à un statut visé continuent d'avoir effet relativement à la participation antérieure au 1^{er} janvier 2001.

c) Salaire

La définition de salaire (Earnings) de la présente Annexe continue d'avoir effet eu égard aux prestations relatives à la participation antérieure au 1^{er} janvier 2001. Cette définition est sans effet eu égard aux prestations relatives à la participation après cette date.

De plus, toute référence au salaire reçu d'un employeur avant le 1^{er} janvier 2001 doit être interprétée comme un salaire reçu d'un employeur partie au Régime absorbant.

d) Intérêt crédité sur les cotisations

La définition d'intérêt crédité (Applicable Interest Rate) de la présente Annexe continue d'avoir effet eu égard aux cotisations volontaires versées avant le 1^{er} janvier 2001. Cette définition est sans effet eu égard à toute cotisation versée après cette date.

Aux fins de la détermination du taux d'intérêt crédité après la fusion sur les cotisations volontaires versées avant le 1^{er} janvier 2001, le rendement obtenu sur la caisse du Régime absorbant, tel que défini au Règlement, est substitué au rendement obtenu sur la caisse du Régime fusionné. Cette modification prendra effet à la date à laquelle l'actif du Régime fusionné sera effectivement versé à la caisse du Régime absorbant.

e) Date de retraite

Le participant visé par la fusion au 1^{er} janvier 2001 qui opte pour une retraite normale, anticipée ou ajournée après cette date est réputé avoir opté pour une retraite normale, anticipée ou ajournée à l'égard de sa participation avant et après le 1^{er} janvier 2001.

Aux fins de la détermination des prestations relatives à la période antérieure au 1^{er} janvier 2001, la date de retraite (Retirement Date) d'un participant visé par la fusion est définie conformément aux dispositions de la présente Annexe.

Aux fins des modalités de paiement de la rente, la date de retraite d'un participant visé par la fusion est définie conformément aux dispositions du Règlement.

f) Retraite ajournée

Le participant visé par la fusion qui est en retraite ajournée (Deferred Retirement Pension) au 1^{er} janvier 2001 est réputé être en retraite ajournée aux fins du Règlement et de la présente Annexe.

Le participant visé par la fusion qui n'est pas en retraite ajournée au 1^{er} janvier 2001, mais qui le devient après cette date, est réputé être en retraite ajournée aux fins de la présente Annexe dès qu'il le sera en vertu des dispositions du Règlement.

Les droits et les prestations relatifs à la participation antérieure au 1^{er} janvier 2001 d'un participant réputé être en retraite ajournée sont déterminés par les dispositions de la présente Annexe. Ses droits et prestations relatifs à la participation ultérieure à cette date sont déterminés par les dispositions du Règlement.

g) Rente maximale

La rente maximale (Maximum Pension) telle que définie dans la présente Annexe n'a pas d'effet à l'égard de la participation ultérieure au 1^{er} janvier 2001. Elle doit être appliquée séparément relativement à la participation avant et après cette date.

h) Mode de service de la rente

Le mode de service de la rente (Payment Benefit) d'un participant visé par la fusion, eu égard à sa participation antérieure au 1^{er} janvier 2001, est déterminé conformément aux dispositions de la présente Annexe.

Les modes optionnels de service de la rente (Optional Forms of Pension) prévus dans la présente Annexe sont offerts uniquement à l'égard des prestations relatives à la participation antérieure au 1^{er} janvier 2001. Les modes optionnels de service de la rente prévus au Règlement sont offerts à l'égard des prestations relatives à la participation avant et après le 1^{er} janvier 2001.

i) Cessation de participation

Le participant visé par la fusion au 1^{er} janvier 2001 qui cesse sa participation au Régime absorbant après le 1^{er} janvier 2001 sans toutefois cesser son emploi n'est pas réputé avoir cessé son emploi aux fins de la présente Annexe.

SECTION 1 - FOREWORD

- 1.01** The purpose of this Plan is to provide retirement benefits for the employees of The Imperial Life Assurance Company of Canada. The original Plan came into effect January 1, 1959.
- 1.02** The rules of the Plan have been modified and rewritten since then. The last version of the Rules came into effect January 1, 1991.
- 1.03** Effective January 1, 1992, modifications to the former Rules were made in order to comply with the revised provisions of the Income Tax Act relating to Savings for Retirement (Bill C-52) and its regulations.
- 1.04** Effective January 1, 1996 the Plan was revised and restated with the provision thereof being as set forth in this document.
- 1.05** The adoption of these provisions does not and shall not have the effect of reducing the vested rights of current members of the Plan. It does not abolish and shall not be interpreted as abolishing the Plan in force up to then and as establishing another Plan. The same Plan is maintained but according to other terms and conditions, as provided for herein.
- 1.06** Notwithstanding the above, the modifications effective January 1, 1996 shall not affect the benefits accrued for Employees working in the Bahamas. Therefore, for these Employees, the rules revised and restated as of January 1, 1992 shall still apply.
- 1.07** Effective December 31, 1997, the membership of Employees working in the Bahamas is suspended. These Employees remain nevertheless entitled to their benefits accrued under the rules revised and restated as of January 1, 1992, according to Years of Eligible Service up to December 31, 1997, subject to special provisions as described in Supplement A.
- 1.08** Effective January 1, 2001, all participants of the plan join the *Régime de rentes du Mouvement Desjardins* and start contributing into that plan. The *Régime de rentes du*

Mouvement Desjardins is registered in the province of Quebec under No 25717. Consequently, Participants contributions to this Plan cease effective January 1, 2001.

Moreover, effective January 1, 2001, this Pension Fund is merged to the *Régime de rentes du Mouvement Desjardins*. All assets of the Fund and obligations of the Plan are transferred to the *Régime de rentes du Mouvement Desjardins*. Transferred assets will be maintained separate and apart from the other assets of the *Régime de rentes du Mouvement Desjardins* and will not be used to fund benefits unrelated to the transferred members.

1.09 Effective December 31, 2003, the rules of the said Plan be and they are hereby altered as follows for the Bahamian members only:

1. Immediate vesting is granted to all active Bahamian members of the Plan as at December 31, 2003;
2. All accumulated Forfeitures pertaining to the Bahamian members as at December 31, 2003 should be allocated to the active Bahamian members at that time proportionally to Employee's Contributions Credit of the active Bahamian members;
3. Upon a Plan wind-up or partial wind-up, any surplus of the Plan pertaining to the Bahamian members should be allocated to the Bahamian members on a basis determined by the Administrator; and
4. Effective as at December 31, 2003, portability of the benefits is granted to all former members at that date and to all members that become former members after that date and this regardless of age or service.

1.10 Effective January 1, 2001, the name of the Employer is changed to Desjardins Financial Security, Life Assurance Company. However, only Employees of the Employer who were Members or Former Members as at January 1, 2001 are covered under this Plan; all other Employees are covered under the *Régime de rentes du Mouvement Desjardins*.

SECTION 2 - DEFINITIONS

2.01 Actuarial Equivalent

An equivalent value computed in accordance with the assumptions recommended by the Actuary, and approved by the Employer from time to time.

2.02 (Repealed)

2.02.1 Additional Pension

The annual pension purchased from the Excess Member Contributions accumulated with interest, as per Section 6.10.

2.03 (Repealed)

2.04 Applicable Interest Rate

A rate of interest, to be applicable for a period of twelve (12) months from the first day of April in each year on contributions made since January 1, 1996, which is equal to the rate of return obtained during the preceding fiscal year on the portion of the Pension Fund that relates to the defined benefit component of the Plan, once investment expenses have been deducted.

2.05 Continuous Service

Uninterrupted employment period of an Employee including any period during which the Employee was in receipt of long-term disability benefits from a disability plan approved by the Employer, any paid or unpaid temporary leave, and any period of lay-off and of temporary employment suspension.

For the purposes of eligibility to the benefits, the Continuous Service acquired before January 1, 1996 and while working for another employer of the Laurentian Group is also included in this definition.

2.06 Commuted Value

An actuarial present value computed in accordance with the "Recommendations for the Computation of Transfer Values from Registered Pension Plans" published by the Canadian Institute of Actuaries, subject to the applicable Provincial Legislation.

2.07 Disability

Physical or mental impairment resulting from accident or sickness, and which prevents a Member from performing the duties of the employment in which he was engaged before the commencement of the impairment or, after a period of twenty-eight (28) months of Disability, a physical or mental impairment resulting from accident or sickness, and which prevents a Member from engaging in any employment for which he is reasonably qualified and which it is expected to last for the remainder of his lifetime. Such Disability shall be certified in writing by a medical doctor licensed to practice under the laws of a province of Canada or of the place where the Member lives.

2.08 Earnings

(A) For Period of Continuous Service prior to January 1, 1996:

The total gross compensation paid to an Employee by the Employer during any period prior to the Employee's Retirement Date, excluding:

- (1) any amount in respect of overtime work;
- (2) any amount in respect of shift differential;
- (3) salary in lieu of vacation;
- (4) the value of any fringe benefit provided by the Employer or any amount in lieu thereof;
- (5) any commission on products or services of the Employer sold by the Employee;
- (6) all bonuses except those defined hereafter as part of Earnings for the purpose of these Rules; and
- (7) any special or extraordinary form of compensation declared by the President not to form part of Earnings for the purpose of these rules.

Notwithstanding the above definition, for the Laurentian/Imperial sales management personnel subject to sales bonuses, the following will be the definition of Earnings for the purposes of determining the normal retirement pension:

- (1) prior to December 31, 1982: base salary only;
- (2) January 1, 1983 to December 31, 1990: base salary plus 100% of sales production bonuses;
- (3) January 1, 1991 to June 30, 1993: base salary plus 100% of sales production bonuses for the purposes of the defined benefit portion of the Plan and base salary only for the purposes of the money purchase component of the Plan;
- (4) after July 1, 1993: base salary plus 66²/₃% of sales production bonuses for the purposes of both components of the Plan.

(B) For Period of Continuous Service since January 1, 1996:

- (1) The Employee's regular remuneration plus, for the Laurentian/Imperial sales management personnel subject to sales bonuses, 100% of sales production bonuses.
- (2) A lump-sum payment made in lieu of a raise in salary or paid to cover a retroactive raise is part of the Employee's Earnings for the year in which it is paid.
- (3) Lump-sum payments made to Employees in the year after their retirement, however, are part of the Employee's Earnings for the year in which they retired.

- (4) Employee's Earnings do not include:
- (a) commissions or fees;
 - (b) premiums, bonuses or conditional remuneration, including lump-sum payments for superior or exceptional performance;
 - (c) remuneration for overtime;
 - (d) expense allowances;
 - (e) attendance fees;
 - (f) disability benefits;
 - (g) any increase in salary paid as compensation for vacation, statutory holidays, floating holidays, sick leave or other kinds of leave or holidays;
 - (h) lump-sum payments to reimburse unused sick leave, unless preparatory to retirement;
 - (i) lump-sum payments made upon termination of service as severance pay;
 - (j) lump-sum payments as vacation pay for unused vacation time;
 - (k) any discount granted by the Unemployment Insurance board;
 - (l) any dividends under a group insurance contract;
 - (m) education grants.

2.09 Employee

An individual who, on or after January 1, 1991, is employed by the Employer in Canada or the Bahamas either on a whole-time or part-time basis in one of the following capacities:

- (1) a permanent salaried office staff employee of the Employer;
- (2) a Branch Manager , an Assistant Branch Manger, or any employee of the Employer declared by the President to be an Employee for the purposes of these rules; and

(3) a permanent building staff employee of the Company;

and also means:

(4) an Employee of the Laurentian/Imperial Company or of Laurentian Financial Inc. who was a Member of this Plan on December 31, 1991; or

(5) an Employee of the Laurentian/Imperial Company or of Laurentian Financial Inc. whose main place of work is other than the province of Quebec or the Regional Municipality of Ottawa-Carleton;

provided, however, that unless otherwise expressly declared by the President of the Employer, an individual is excluded who is:

(6) any individual designated as a member of the executive pension plan;

(7) any individual or member of a group expressly excluded from participation in the Plan by the Employer;

(8) any part-time employee who has not attained

(a) earnings of not less than 35% of the YMPE, or

(b) 700 hours of employment with the Employer

during the preceding calendar year.

2.09.1 (Repealed)

2.09.2 (Repealed)

2.10 Employer

Desjardins Financial Security, Life Assurance Company

2.11 Employee's Contributions Credit

The aggregate value of all items which are standing to the credit of the Member's account in the Pension Fund which arise from his contributions made before January 1, 1996 under Section 4.01 of these rules.

2.12 Employer's Contributions Credit

The aggregate value of all items which are standing to the credit of the Member's account in the Pension Fund which arise from the Employer's contributions made before January 1, 1996 under Subsection 4.03 (2) of these rules.

2.12.1 Excess Member Contributions

The Employee contributions since January 1, 1996 as defined in Section 4.05.

2.13 (Repealed)

2.14 Final Average Earnings

(A) Three Years Final Average Earnings:

The average annual Earnings of an Employee in the 3 years during the Years of Eligible Service in which the highest Earnings were received, or during his overall period of membership if less than 36 months.

For the purpose of Subsection 6.01 (1) (a) and for the purpose of Subsection 6.01 (b) for Years of Eligible Service between January 1, 1996 and January 1, 1998, Final Average Earnings shall mean the average annual Earnings of an Employee in the 36 consecutive months during the Years of Eligible Service in which the highest Earnings were received, or during his overall period of membership if less than 36 months.

For the purpose of subsection 6.01 (1) (b), for each Member whose employment terminates in the 1998 Plan Year, after he has attained age 55, provided that he will not have attained age 60 on December 31, 1998, Final Average Earnings

shall mean the average annual Earnings in the 5 years during the Years of Eligible Service in which the highest Earnings were received, or during his overall period of membership if less than 60 months.

For the purpose of Subsection 6.01 (1) (b), for each Member whose employment terminates in the 1998 Plan year and who will be at least age 60 on December 31, 1998, Final Average Earnings shall mean the average annual Earnings in the 4 years during the Years of Eligible Service in which the highest Earnings were received, or during his overall period of membership if less than 48 months.

For the purpose of Subsection 6.01 (1) (b), for each Member whose employment terminates during or after the 1999 Plan Year, Final Average Earnings shall mean, the average annual Earnings in the 5 years during the Years of Eligible Service in which the highest Earnings were received, or during his overall period of membership if less than 60 months.

(B) Five Years Final Average Earnings:

The average annual Earnings of an Employee in the 5 years during the Years of Eligible Service in which the highest Earnings were received, or during his overall period of membership if less than 60 months.

Notwithstanding the above, where a Member ceases to be an Employee and immediately becomes a Full-time Agent for the Employer, then so long as he remains without interruption as a Full-time Agent for the Employer and complies with standards established, from time to time, by the Employer, then for the purpose of determining benefits under Section 6, the Final Average Earnings shall be determined as based on Earnings calculated as if the Member were on leave in the same manner as provided by paragraphs (A) and (B), but not (C) of Section 2.34.

2.15 Final Average YMPE

For the purpose of Section 6.01 (1) (a), the average of the YMPE for the last 36 months during the Years of Eligible Service, or all Years of Eligible Service if less than 36 months. However, for the purpose of Section 6.01 (1) (b), the Final Average YMPE should be the average of the YMPE for the retirement year and for the two previous years.

For the purpose of Subsection 6.01 (1) (b), for each Member whose employment terminates in the 1998 Plan Year, after he has attained age 55, provided that he will not have attained age 60 on December 31, 1998, the Final Average YMPE should be the average of the YMPE for the termination year and for the four previous years.

For the purpose of Subsection 6.01 (1) (b), for each Member whose employment terminates in the 1998 Plan Year and who will be at least age 60 on December 31, 1998, the Final Average YMPE should be the average of the YMPE for the termination year and for the three previous years.

For the purpose of Subsection 6.01 (1) (b), for each Member whose employment terminates during or after the 1999 Plan Year, the Final Average YMPE should be the average of the YMPE for the termination year and for the four previous years.

2.16 Former Member

A person who is entitled to receive benefits under these rules and who is no longer an Employee as defined in Section 2.09, and this definition includes a retired member and a terminated member.

2.17 Former Plan

The 1974 Rules of The Imperial Life staff Pension Fund as amended.

2.17.1 Full-time Agent

An individual who is designated by the Employer as an agent and who is working as an agent for the Employer on a full-time basis.

2.18 Government Pensions

The pensions provided by the Canada Pension Plan, the Quebec Pension Plan and the Old Age Security Act (Canada).

2.19 Group

The Mouvement des caisses populaires et d'économie Desjardns, as described in Supplement C.

2.20 ILACO Rates

Annuity rates which are more favourable to the annuitant than normal market rates because they reflect that no commission is payable.

2.21 (Repealed)

2.22 Investment Funds

Any guaranteed funds or other separate asset funds in which the Employer permits contributions to be invested in Canada or the Bahamas, as applicable for each Member.

These funds must not hold any investment prohibited under the Income Tax Act, namely a share of the capital stock of, an interest in, or a debt of:

- (1) an Employee who participates in the Plan;
- (2) a person connected with an Employee who participates in the Plan;
- (3) a Member of the Plan;
- (4) a person or partnership that controls, directly or indirectly in any manner whatever, a person or partnership referred to in (1) or (2);
- (5) a person or partnership that does not deal at arm's length with a person or partnership referred to in (1), (2), (3) or (4);

or an interest in, or a right to acquire, such a share, interest or debt. Furthermore, any investment not permitted by pension benefits legislation that applies to the Plan are prohibited.

2.23 Long-Service Employee

A Member who had 10 or more years of Continuous Service immediately preceding January 1, 1991 and was a Participant under the Former Plan.

2.24 Matching Percentage

Twenty-five per cent or such greater per cent as may be specified from time to time by the Employer.

2.25 Member

An Employee who has made contributions under Section 4.01 and has not become a Former Member.

2.26 (Repealed)

2.27 (Repealed)

2.28 Plan

The pension plan constituted by these rules as amended from time to time.

2.29 (Repealed)

2.30 Retirement Date

The date on which the Member retires in accordance with the provisions of Section 5.

2.31 (Repealed)

2.32 (Repealed)

2.33 Trust Deed

The Trust Deed dated December 17, 1958 of the Imperial Life Staff Pension Fund, as amended or replaced from time to time.

2.34 Years of Eligible Service

The period of Continuous Service, of which months and days count as a fraction of a year in accordance with the Employer's instructions, commencing on the date an eligible Employee herein qualifies as a Member and ending on the earlier of the termination of employment or when the person no longer qualifies as an Employee, including any period:

- (1) of temporary paid leave, statutory holidays and holidays;
- (2) of leave due to Disability during which the Member receives long-term benefits from a disability plan approved by the Employer;
- (3) of unpaid temporary leave approved by the Employer, provided that employment with the Employer is resumed upon expiration of the leave;
- (4) not included in (2) above, during which the Member is in temporary leave due to a work related injury for which he is entitled to compensation;
- (5) during which the female Member is on maternity leave as authorized by the Employer in accordance with the applicable provincial laws;
- (6) service in the Armed forces of Her Majesty and Her Allies, excluding employment periods in peace time, provided that employment is resumed within 90 days following termination of the said service or within such longer period as

may be provided by law for the protection of employment rights following military service;

Provided that:

- (7) with respect to periods of leave as defined in (1), (3), (4) or (6) hereabove, the Member makes the required contributions for the purposes of the Plan; with respect to periods of leave as defined in (5) hereabove, the Member makes his Member's Required Contributions;
- (8) with respect to periods of leave before January 1, 1992, Years of Eligible Service as defined in (3), (4), or (5) hereabove is limited to a maximum period equivalent to 2 full-time years; and
- (9) with respect to periods of leave after December 31, 1991, the sum of the Years of Eligible Service credited as per (3), (4), (5) and (6) hereabove is limited to a maximum period equivalent to 8 years, and that no more than 5 of these 8 years are credited with respect to periods of leave not included in the 12-month period following the date of birth or of adoption of a Member's child.

Notwithstanding the above, all foreign credited service must meet the requirements of Pension Reform Update 93-2 as published by Revenue Canada Taxation.

During periods of leave, for the purposes of the Plan, the Earnings of the Member who left before January 1, 1996 are defined as follows:

- (A) he shall be deemed to receive Earnings which during the remainder of the first calendar year of leave shall be at the rate in effect at the beginning of the period of the leave, provided that in the case of a Member whose Earnings are not fixed but vary dependent upon production, the amount of deemed Earnings under this Section for the remainder of the first calendar year of leave will be the average of 3 years preceding the period of the leave;
- (B) after the first calendar year of leave, the deemed Earnings shall be increased at the beginning of every calendar year by the average industrial wage rate of

increase, provided that in no event shall the rate of increase exceed 3% per year; and

- (C) he shall be deemed to receive such Earnings so long as the period of leave shall continue, but not later than his normal retirement date.

During periods of leave, for the purposes of the Plan, the Earnings of the Member who left after December 31, 1995 are defined as follows:

- (A) he shall be deemed to receive Earnings which during the remainder of the first calendar year of leave shall be at the rate in effect at the beginning of the period of the leave;
- (B) after the first calendar year of leave, the deemed Earnings shall be increased at the beginning of every calendar year by the pension index increase as defined in Subsection 6.11(1), provided that in no event shall the rate of increase exceed 4% per year, and
- (C) he shall be deemed to receive such Earnings so long as the period of leave shall continue, but not later than his normal retirement date.

For an Employee not working on a full-time basis, the Years of Eligible Service, for each Plan year after 1991, are determined by multiplying the years and months of Continuous Service of the Employee during which he participated to the Plan by the ratio of his working hours during the Plan year to the normal full-time working hours during the same Plan year.

For an Employee not working on a full-time basis and who becomes disabled or who leaves temporarily as per this Section after December 31, 1995, his Years of Eligible Service shall be based on the average of his working hours during the 13-week period preceding the period of leave, compared with a normal full-time working week.

A person who was a participant under the Former Plan immediately prior to January 1, 1991 and who was then accruing benefits under the Former Plan as a result of receiving

income disability benefits, shall accrue benefits after January 1, 1991 pursuant to Section 2.34.

For purposes of Section 2.34, if the first remunerated day that the Employee meets the eligibility requirements is a Monday, the Years of Eligible Service shall begin the Sunday before; if not, they begin on the following Sunday.

2.35 Years of Membership

The period of Continuous Service commencing on the date an Employee becomes a Member and ending on the earlier of:

- (1) termination of Continuous Service;
- (2) the date on which the person ceases to qualify as an Employee.

Months and days of Continuous Service in an incomplete year count as a fraction of a year on the basis established from time to time by the Administrator.

2.36 (Repealed)

2.37 (Repealed)

In these rules, unless otherwise indicated, masculine gender includes feminine, and singular form includes the plural and vice versa.

SECTION 3 - ELIGIBILITY AND MEMBERSHIP

3.01 (Repealed)

3.02 (Repealed)

3.03 (Repealed)

3.04 (Repealed)

3.05 (Repealed)

3.06 Reemployment after Termination of membership

A Member whose Continuous Service with the Employer is terminated, but who is later re-employed by the Employer, will thereafter be treated as a new Employee for the purposes of this Plan.

In such a situation, the Years of Eligible Service accumulated before the absence will be included in the calculation of the Years of Eligible Service provided the Employee reimburses to the Plan any amount of benefits he may have received at his termination or subsequently under this Plan. The funds transferred into the Pension Plan must come from an authorized registered vehicle permitted by the Income Tax Act.

SECTION 4 - CONTRIBUTIONS

4.01 (Repealed)

4.02 (Repealed)

4.03 (Repealed)

4.04 (Repealed)

4.05 Excess Member Contributions

- (1) For Years of Eligible Service since January 1, 1996, excess contributions are that part of the Member's required contributions, with accrued interest, in excess of 50% of the value of any pension to which the Member is entitled.
- (2) This value must be determined on the date of vesting, or entitlement to a pension, in accordance with the actuarial assumptions and methods approved by the Employer and effective on that date. Excess contributions bear interest as of the date they are determined.
- (3) A Member cannot become entitled to excess contributions any later than the normal age of retirement.
- (4) Subsection (1) does not apply to voluntary additional contributions or to amounts transferred to the Plan, unless transferred under a transfer agreement. It also does not apply to the pensions corresponding to these amounts or contributions.

4.06 (Repealed)

SECTION 5 - RETIREMENT DATE

5.01 Normal Retirement Date

The normal retirement date of a Member is on the day on which he reaches the age of 65.

5.02 Early Retirement Date

A Member may retire on the day coinciding with or next following his 55th birthday. An actuarial reduction in accordance with Section 6.02 will apply.

Members who became entitled to short-term or long-term disability income insurance since January 1, 1996 cannot avail themselves of early retirement.

5.03 Deferred Retirement Date

A Member may elect to retire after his normal retirement date, but he will not commence receiving his pension during employment with the Employer except to compensate for a reduction in his Earnings, if such reduction is in excess of his Government Pensions. However, the Member shall cease to contribute and to accumulate pension credits during any period while he is receiving a pension pursuant to this Section 5.03.

The amount of pension payable pursuant to this Section 5.03 is established for a period of at least 12 months. The part of the pension not received during the deferment period is eligible to the increase mentioned in Section 6.03.

Notwithstanding the preceding paragraphs, the Member shall begin to receive his pension including the actuarial increase provided in and subject to Section 6.03 on the earlier of the following dates:

- (1) the last day of the year in which the Member attains his 69th birthday (or his 70th birthday if retirement occurred during 1996);

- (2) the last day of the month in which he becomes entitled to the maximum pension benefit as set forth in Section 6.07.

SECTION 6 - RETIREMENT BENEFITS

6.01 Normal Retirement Pension

The pension to which a Member is entitled at his normal retirement date as a result of Continuous Service under this Plan shall be the sum of the following:

(1) This Plan - Defined Benefits Component

- (a) For each Year of Eligible Service in the Plan prior to January 1, 1996, a Member who retires on his normal retirement date shall receive an annual pension which is, in the normal form of pension, equal to:

1% of his Final Average Earnings as defined in Section 2.14(A),
less,

0.5% of his Final Average Earnings as defined in Section 2.14(A) up to the Final Average YMPE.

- (b) For each Year of Eligible Service since January 1, 1996, a Member who retires on his normal retirement date shall receive an annual pension which is, in the normal form of pension, equal to:

2% of his Final Average Earnings as defined in Section 2.14 (B),
less,

0.7% of his Final Average Earnings as defined in Section 2.14(A) or the Final Average YMPE if lower. However, for the purpose of this reduction of the pension, the total Years of Eligible Service shall not exceed 35.

(2) This Plan - Defined Contributions Component

- (a) Employer's Contributions

A Member who retires shall receive the pension which can be purchased from the value of the Employer's Contributions Credit on his behalf as at the Retirement Date.

(b) Employee's Contributions

A Member who retires shall receive the pension which can be purchased from the value of his Employee's Contributions Credit as at the Retirement Date.

(3) Transferred Pension

Subject to the provisions of the Transfer Agreement, a Member who retires shall receive any additional pension allowed under a Transfer Agreement concluded in accordance with Section 13.01.

6.02 Early Retirement Pension

(1) For Years of Eligible Service prior to January 1, 1996:

(a) Sum of Age and Years of Membership Equals or Exceeds 90

A Member who elects to retire before his normal retirement date, and for whom the sum of his age and Years of Membership equals or exceeds 90, shall receive a pension computed in accordance with Section 6.01.

(b) Sum of Age and Years of Membership less than 90

A Member who elects to retire before his normal retirement date, and for whom the sum of his age and Years of Membership is less than 90, shall receive an annual pension computed in accordance with Section 6.01 but, with respect to the portion of the pension determined in Subsections 6.01(1) and (3), reduced by 1/2 of 1% for each month by which his Retirement Date precedes his normal retirement date.

Instead of the reduction provided in the preceding paragraph, a Long-Service Employee who elects to retire early shall receive the annual pension as determined in Section 6.01, but reduced in the manner provided in Sections 9.2 or 9.3 of the Former Plan (whichever is applicable) but shall be subject to the minimum reduction as prescribed by the Income Tax Act, except for the portion of the pension derived from the Employee's Contributions Credit and Employer's Contributions Credit.

(2) For Years of Eligible Service since January 1, 1996:

(a) A Member who elects to retire before his normal retirement date shall receive an annual pension computed in accordance with Section 6.01 reduced by 1/4 of 1% for each month by which his Retirement Date precedes his normal retirement date.

The following reduction formula is used, however, if it results in a lower reduction. This formula uses the Member's age and years of Continuous Service as of the date he ceases his active membership.

(i) A Member who goes on early retirement between January 1, 1996 and December 31, 1996

For a Member who is aged 58 or over when his active membership ends, there is no reduction if the total of his age and years of Continuous Service is 85 or more; if not, the reduction is 1/4 of 1% for each month of service left before the total is 85.

For a Member who is under age 58 when his active membership ends, the reduction is:

- 1/4 of 1% for each month left before he turns 58;
- plus
- if the total of his age and years of Continuous Service is less than 85, 1/4 of 1% for each month left before the total is 85.

(ii) A Member who goes on early retirement on or after January 1, 1997

For a Member who is aged 57 or over when his active membership ends, there is no reduction if the total of his age and years of Continuous Service is 85 or more; if not, the reduction is 1/4 of % for each month of service left before the total is 85.

For a Member who is under age 57 when his active membership ends, the reduction is:

- 1/4 of 1% for each month left before he turns 57;
- plus
- if the total of his age and years of Continuous Service is less than 85, 1/4 of 1% for each month left before the total is 85.

If the number of months used in the calculation is not a full number, the remaining fraction is not counted if it represents 15 days or less but is counted, as a full month, if it represents 16 days or more.

- iii) Notwithstanding the above, for a Member who goes on early retirement during the 1999 or 2000 Plan Years, there is no reduction if the total of his age and years of Continuous Service is 85 or more; if not, the reduction is ¼ of 1% for each month of service left before the total is 85.
- (b) Notwithstanding Subsection (a) above, a Member who retires early with a reduced pension as provided for in Subsection (a) may ask to use the amount resulting from pension indexation after he retires, provided for in Section 6.11, to redeem this reduction. This pension indexation conversion is made on an Actuarial Equivalent basis in keeping with the actuarial assumptions and methods approved by the Employer that are in effect when the Member goes on early retirement. The resulting pension will no longer take the indexation after retirement provision into account set forth in Section 6.11.

The resulting pension must not be in excess of the lesser of the following pension amounts:

- (i) that of the non-reduced pension at the time of the Member's early retirement; or
- (ii) that of the maximum pension provided for in Section 6.07.

If the resulting pension is limited by one of the above pensions, partial pension indexation will be recognized on an Actuarial Equivalent basis.

A Member cannot change his mind once pension payments have started.

(3) Non-Application of Reduction

Subject to the approval of the Provincial Legislation, the Employer has the right to not apply the reduction described in Subsections 6.02(1)(b) and 6.02(2)(a) herein if he judges that it is appropriate, subject to the minimum reduction as prescribed by the Income Tax Act.

(4) Maximum Reduction

Notwithstanding Subsections 6.02(1)(b) and 6.02(2)(a) hereabove, the pension payable upon early retirement shall not be less than the Actuarial Equivalent of the pension computed in accordance with Subsections 6.01 (1) and (3), but shall be subject to the minimum reduction as prescribed by the Income Tax Act.

(5) A temporary early retirement program is in force from January 1, 1998 to December 31, 1998.

(a) A Member, employed by the Employer in Canada, who elects to retire before his normal retirement date while the program is in force is eligible for the temporary early retirement program, except for the Former Members.

(b) The following characteristics apply to the additional pension described in Section 6.02(5)(c) :

- i) The pension is a temporary pension guaranteed until the 65th birthday of the pensioner;
 - ii) No reduction for early retirement is applicable to the temporary pension;
 - iii) At the end of every year, the temporary pension for Years of Eligible Service since January 1, 1996 is increased by the percentage rate referred to in Subsection 6.11(1), up to a maximum of 3%.
 - (c) An additional temporary pension equal to the following is payable to Members who avail themselves of early retirement before age 60:
 - i) From Retirement Date to age 60, for each Year of Eligible Service up to a maximum of 35 years, 0.7% of the minimum between Final Average Earnings as defined in Subsection 2.14(A) and the average of the YMPE for the retirement year and for the two previous years.
 - ii) From age 60 to age 65, 30% of the pension described in i)
 - (d) An additional temporary pension is payable to Members who avail themselves of early retirement at age 60 or after, equal, for each Year of Eligible Service up to a maximum of 35 years, to 0.7% of the minimum between Final Average Earnings as defined in Section 2.14(A) and the average of the YMPE for the retirement year and the two previous years, multiplied by 30%.
- (6) A temporary early retirement program is in force from January 1, 1999 to December 31, 1999.

- a) A Member, employed by the Employer in Canada, who elects to retire before his normal retirement date while the program is in force is eligible for the temporary early retirement program, except for Former Members.

- b) The following characteristics apply to the additional pension described in Subsection 6.02 (6) (c):
 - i) The pension is a temporary pension guaranteed until the 65th birthday of the pensioner;

 - ii) No reduction for early retirement is applicable to the temporary pension;

 - iii) At the end of every year, the temporary pension for Years of Eligible Service since January 1, 1996 is increased by the percentage rate referred to in Subsection 6.11 (1), up to a maximum of 3%.

- c) An annual additional temporary pension equal to the following is payable to eligible Members who avail themselves of early retirement before age 60:
 - i) From Retirement Date to age 60, for each Year of Eligible Service up to a maximum of 35 years, 0.7% of the minimum between:
 - . With respect to Credited Service before January 1, 1996, Final Average Earnings as defined in Subsection 2.14 (A) and the average of the YMPE for the retirement year and for two previous years;

 - . With respect to Credited Service from January 1, 1996, Final Average Earnings as defined in Subsection 2.14 (B) and the average of the YMPE for the retirement year and for the four previous years.

 - ii) From age 60 to age 65, 30% of the pension described above.

d) An annual additional temporary pension is payable to Members who avail themselves of early retirement at age 60 or after, equal, for each Year of Eligible Service up to a maximum of 35 years, to 0,7% of the minimum between:

i) with respect to Credited Service before January 1, 1996, Final Average Earnings as defined in Subsection 2.14 (A) and the average of the YMPE for the retirement year and for two previous years;

ii) with respect to Credited Service from January 1, 1996, Final Average Earnings as defined in Subsection 2.14 (B) and the average of the YMPE for the retirement year and for the four previous years;

multiplied by 30%.

(7) A temporary early retirement program is in force from January 1, 2000 to December 31, 2000.

a) A Member, employed by the Employer in Canada, who elects to retire before his normal retirement date while the program is in force, is eligible for the temporary early retirement program, except for Former Members.

b) The following characteristics apply to the additional pension described in Subsection 6.02 (7) (c):

i) The pension is a temporary pension guaranteed until the 65th birthday of the pensioner;

ii) No reduction for early retirement is applicable to the temporary pension;

iii) At the end of every year, the temporary pension for Years of Eligible Service since January 1, 1996 is increased by the percentage rate referred to in Subsection 6.11 (1), up to a maximum of 3%.

- c) An annual additional temporary pension equal to the following is payable to eligible Members who avail themselves of early retirement before age 60:
 - i) From Retirement Date to age 60, for each Year of Eligible Service up to a maximum of 35 years, 0.7% of the minimum between:
 - . With respect to Credited Service before January 1, 1996, Final Average Earnings as defined in Subsection 2.14 (A) and the average of the YMPE for the retirement year and for two previous years;
 - . With respect to Credited Service from January 1, 1996, Final Average Earnings as defined in Subsection 2.14 (B) and the average of the YMPE for the retirement year and for the four previous years.
 - ii) From age 60 to age 65, 30% of the pension described above.

- (d) An annual additional temporary pension is payable to Members who avail themselves of early retirement at age 60 or after, equal, for each Year of Eligible Service up to a maximum of 35 years, to 0,7% of the minimum between:
 - i) with respect to Credited Service before January 1, 1996, Final Average Earnings as defined in Subsection 2.14 (A) and the average of the YMPE for the retirement year and for two previous years;
 - ii) with respect to Credited Service from January 1, 1996, Final Average Earnings as defined in Subsection 2.14 (B) and the average of the YMPE for the retirement year and for the four previous years;

multiplied by 30%.

6.03 Deferred Retirement Pension

The pension payable to a Member who elects to defer his retirement is equal to the greater of the following pension amounts:

- (1) the pension established taking into account the Years of Eligible Service before the normal retirement date and during the deferment period, and calculated according to Section 6.01 as if the Member were retiring at his normal retirement date;
- (2) the pension corresponding to the Years of Eligible Service before the normal retirement date, adjusted to take into account the deferment period plus the pension made up of the Member's required contributions made since January 1, 1996 during the deferment period and the interest relating thereto.

The adjustment ensures that the pension payable at the end of the deferment period is the Actuarial Equivalent of that which would have been paid as of the normal retirement date if the pension had not been deferred.

Actuarial equivalence is determined using the actuarial assumptions and methods approved by the Employer that were in effect as of the date of the Member's normal retirement date.

However, the increase on an actuarial basis does not apply to any pension that the Member elected to receive prior to deferred retirement, pursuant to Section 5.03.

6.04 Transitional Rules (for Years of Eligible Service prior to January 1, 1996)

- (1) For greater certainty, it is the intention in this Section 6.04 to deal only with Employer-provided benefits for Years of Eligible Service prior to January 1, 1996, and in applying Part III of the Former Plan, to continue to use a final average salary based upon five years, not three years; and to use as normal form of pension the joint and last survivor form. Also, where a pension is calculated in accordance with Part III, the reductions in that Part III for early retirement would apply, not those in Section 6.02; where a pension is calculated in accordance with Section 6.01, then the reductions for early retirement in Section 6.02 would apply and not those in the Former Plan. The early

retirement reductions shall be subject to the minimum reduction as prescribed by the Income Tax Act.

(2) Short Prior Service

A Member, who on the day immediately preceding January 1, 1991 was a participant in the Former Plan but was not a Long-Service Employee, may elect to receive, in lieu of any benefit provided under Part III of the Former Plan, a benefit calculated in accordance with Subsection 6.01(1) of this Plan, but including in his Years of Eligible Service, any period of service under the Former Plan. For greater certainty, under no circumstances will it be deemed that, or calculated as if, any contributions pursuant to Subsection 4.03(2) were made prior to January 1, 1991.

(3) Long Prior Service

A Member, who on the day immediately preceding January 1, 1991 was a participant in the Former Plan and a Long-Service Employee, shall receive the pension which has the greater value of:

- (a) the total of (i) the pension provided under Part III of the Former Plan, and (ii) the pension provided under Subsections 6.01(1) and (2) of this Plan; or
- (b) the pension which would have been provided under Part III of the Former Plan if that pension were calculated using service under both the Plan and the Former Plan for the purpose of determining the final average salary and the period of service.

(4) Notwithstanding the above, all post-1991 service must comply with the Income Tax Act.

6.05 (Repealed)

6.06 (Repealed)

6.07 Maximum Pension

Notwithstanding any other provisions of the Plan to the contrary, the annual pension of a Member or the annual pension which would have been payable to the Member if no marriage breakdown had occurred in accordance with Section 15.02, payable in the normal form of pension at time of retirement, termination of employment, termination of the Plan, or in case of Disability, shall not exceed :

(1) Years of Eligible Service Before January 1, 1992

For the pension determined according to Section 6.01 with respect to Years of Eligible Service before 1992 and applicable on a maximum of 35 years, the lesser of :

- (a) the defined benefit limit as prescribed by the Income Tax Act; and
- (b) 2% of the average of his best 3 years of indexed remuneration as prescribed by the Income Tax Act;

multiplied by Years of Eligible Service before January 1, 1992.

The resulting pension (i.e. the minimum between the retirement pension determined according to Section 6.01 and the above maximum pension) must be reduced if the pension payment begins prior to the earlier of:

- (a) the day on which the Member attains age 60;
- (b) the day on which the sum of the Member's age and his years of Continuous Service equals or exceeds 80;
- (c) the day on which the Member completes 30 years of Continuous Service; and
- (d) the day on which the Member becomes totally and permanently disabled;

by 0.25% per month for each month between the date at which pension payment begins and the earlier of the above dates,

but increased on an Actuarial Equivalent basis if the pension payment begins after the date on which the Member attained age 65.

2) Years of Eligible Service After December 31, 1991 and before January 1, 1996

For the pension determined according to Subsections 6.01(1) and 6.01(3) with respect to Years of Eligible Service after 1991 and before 1996, the lesser of:

- (a) the defined benefit limit as prescribed by the Income Tax Act; and
- (b) 2% of the average of his best 3 years of indexed remuneration as prescribed by the Income Tax Act;

multiplied by Years of Eligible Service after December 31, 1991 and before January 1, 1996.

The resulting pension (i.e. the minimum between the retirement pension determined according to Section 6.01 and the above maximum pension) must be reduced if the pension payment begins prior to the earlier of:

- (a) the day on which the Member attains age 60;
- (b) the day on which the sum of the Member's age and his years of Continuous Service equal or exceed 80;
- (c) the day on which the Member completes 30 years of Continuous Service; and
- (d) the day on which the Member becomes totally and permanently disabled;

by 0.25% per month for each month between the date at which pension payment begins and the earlier of the above dates,

but increased on an Actuarial Equivalent basis if the pension payment begins after the date on which the Member attained age 65.

(3) Years of Eligible Service after December 31, 1995

For the pension determined according to Subsections 6.01 (1) and 6.01 (3) with respect to Years of Eligible Service after 1995, the lesser of :

- (a) the defined benefit limit as prescribed by the Income Tax Act; and

- (b) 2% of the average of his best 3 years of indexed remuneration as prescribed by the Income Tax Act;

multiplied by Years of Eligible Service after December 31, 1995.

The resulting pension (i.e. the minimum between the retirement pension determined according to Section 6.01 and the above maximum pension) must be reduced if the pension payment begins prior to the earlier of:

- (a) the day on which the Member attains age 60;
 - (b) the day on which the sum of the Member's age and his years of Continuous Service equal or exceed 80;
 - (c) the day on which the Member completes 30 years of Continuous Service;
- And
- (d) the day on which the Member becomes totally and permanently disabled; by 0.25% per month for each month between the date at which pension payment begins and the earlier of the above dates,

but increased on an Actuarial Equivalent basis if the pension payment begins after the date on which the Member attained age 65.

Any bridging benefit determined in compliance with the requirements of the Income Tax Act may be paid in excess of the Maximum Pension described in this Section.

6.08 (Repealed)

6.09 ILACO Rates

The pension which a Member or Former Member obtains pursuant to this Plan will be calculated using ILACO Rates.

6.10 Additional pension

- (1) Excess Member Contributions and the interest on them must be used, as of the date pension payments begin, for the purchase of an Additional Pension.
- (2) Additional Pension has the same characteristics as normal retirement pension. In the case of a Member who chooses an optional pension, however, his Additional Pension has the same characteristics as this optional pension.
- (3) Additional pension is determined using the actuarial assumptions and methods approved by the Employer that are effective on the date these pensions are calculated.
- (4) Notwithstanding the above, a Member not working in the province of Quebec may request, in lieu of the additional pension provided in (1), the payment of his Excess Member Contributions in a lump sum or the transfer of this amount to a registered retirement savings plan.

6.11 Pension Indexation

- (1) At the end of every year, the pensions payable under the Canada or Quebec Pension Plan are increased by a given percentage to take into account the increase in the pension index. This index is based on Canada's average consumer price index for each month in the 12-month period ending on October 31 of the previous year.
- (2) At the end of every year, the pensions paid to retirees for Years of Eligible Service since January 1, 1996 are increased by the percentage referred to in (1) above, up to a maximum of 3%.
- (3) At the end of every year, the pension for Years of Eligible Service since January 1, 1996 of a Member entitled to a deferred pension is increased by the percentage referred to in (1) above, up to a maximum of 4%. However, the annual increase shall not exceed the annual increase in the industrial average wage, as defined under the Income Tax Act, during the same period as in (1) above.
- (4) The post-retirement indexation process referred to in the Subsections above applies completely to all Members provided that they have not taken advantage of the provisions of 6.02(2)(b).

SECTION 7 - FORMS OF PENSION

7.01 Normal Form of Pension

All defined benefit pension obligations under this Plan, including amounts transferred into this Plan pursuant to a Transfer Agreement, all in accordance with Section 6, are expressed in terms of the pension payable in the normal form of pension.

(1) Years of Eligible Service prior to January 1, 1996.

The normal form of pension provided by the Plan, with respect to Years of Eligible Service prior to January 1, 1996, is a lifetime pension commencing on the Member's Retirement Date and ceasing with the payment due in the month preceding the month of the death of the Member or Former Member. However, in the event of the death of the retired Member before 120 monthly payments have been made, monthly payments shall be continued to the retired Member's designated beneficiary until a total of 120 payments have been made.

(2) Years of Eligible Service since January 1, 1996.

The normal form of pension, with respect to Years of Eligible Service since January 1, 1996, for a Member or Former Member with a Spouse on the Member's Retirement Date is a lifetime pension commencing on the Member's Retirement Date and ceasing with the payment due in the month preceding the month of the death of the Member or Former Member. However, if the retired Member dies, the Spouse, if still alive, is entitled to a lifetime pension equal to 60% of the retired Member's pension.

In addition, the normal retirement pension includes a guaranteed period of 10 years from the date pension payments begin for an amount corresponding to 60% of the retired Member's pension. The amount of pension payable under this normal form of pension cannot exceed the amount of pension payable in accordance with paragraph 8503(2) (k) of the regulations made under the Income Tax Act.

The normal form of pension, with respect to Years of Eligible Service since January 1, 1996, for a Member or Former Member without a Spouse on Member's Retirement Date is a lifetime pension commencing on the Member's Retirement Date and ceasing with the payment due in the month of the death of the Member or Former Member. However, in the event of the death of the retired Member before 180 monthly payments have been made, monthly payments shall be continued to the retired Member's designated beneficiary until a total of 180 monthly payments have been made.

The designated beneficiary may elect to receive the Commuted Value of the remaining guaranteed payments in a lump sum, if any. If there is no designated beneficiary, the Commuted Value of such remaining payments will be paid in a lump sum to the estate of the Member or Former Member.

7.02 Optional Forms of Pension

In lieu of the normal form of pension as provided in Section 7.01, a Member or Former Member may elect to receive his pension according to one of the following optional forms and complying with the Income Tax Act and the Provincial Legislation. In such a case, the pension payable shall be equal to the Actuarial Equivalent of the normal form of pension:

(1) Years of Eligible Service prior to January 1, 1996

(a) Other guarantees

Monthly lifetime payments may be made without any guarantee or with a guarantee of 60 or 180 months. However, the guarantee period shall not extend beyond the 84th birthday of the pensioner.

(b) Joint and Survivorship Pension

A monthly pension payable for the lifetime of the pensioner and, following his death and according to the Member's choice, payable at 100%, 75%,

66 2/3%, 60% or 50% for the remaining lifetime of his Spouse, former Spouse or eligible dependant. If the Spouse, former Spouse or eligible dependant dies before the commencement of pension payment, the option is cancelled.

(c) Level Income Option

A monthly pension adjusted according to the benefit levels payable pursuant to the Canada/Quebec Pension Plan and/or Old Age Security at the time of retirement in order to level out the total pension income during retirement.

(2) Years of Eligible Service since January 1, 1996

(a) A Member without a Spouse or whose Spouse has waived, in writing, the joint life and last survivor pension provided for by Subsection 7.01(2) can opt for the following form of pension in lieu of the normal form of pension:

(i) a monthly pension adjusted according to the benefit levels payable pursuant to the Canada/Quebec Pension Plan and/or Old Age Security at the time of retirement in order to level out the total pension income during retirement.

(b) A Member not affected by Subsection (a) above can opt for any of the following forms of pension in lieu of the normal form of pension:

(i) a joint life and last survivor pension, with a 10 to 15-years guaranteed payment period and with the pension payable after the Member dies being reduced to 60% or 75% of the pension that would have been paid if the Member had not died;

(ii) a 60%, 75% or 100% joint life and last survivor pension, with a guaranteed payment period of at least 10 or 15 years;

(iii) the pension provided for in (a) above.

Such a choice must be made by the Member or Former Member within the allotted time and must comply with the procedures prescribed by statute, regulation, the applicable regulatory authorities and the Employer.

The amount of the optional pension, with the exception of temporary complementary pensions, must not under any circumstances be higher than that of the normal retirement pension.

7.03 Spousal Form of Pension

Notwithstanding Subsection 7.01(1), in lieu of the normal form of pension, a Member or Former Member who has a Spouse and who is living together with that spouse as of the date the payment of the pension begins must elect a monthly pension payable for his lifetime and, after his death, payable at 66 2/3% of the amount previously payable for the remaining lifetime of his Spouse.

In accordance with Provincial Legislation, the Member and his Spouse may waive their entitlement to a joint and survivor pension benefit, by submitting a written waiver. The Member and his Spouse must waive their entitlement in the prescribed form no earlier than 12 months before the pension is to commence.

The amount of any pension payable pursuant to this Section 7.03 shall be equal to the Actuarial Equivalent of the normal form of pension.

SECTION 8 - TERMINATION BENEFITS

8.01 Benefits

(1) Termination of Employment Before Completion of 2 Years of Membership

A Member whose employment terminates other than by death or retirement and who has completed less than two (2) Years of Membership in total in this Plan or the Former Plan shall receive the sum of his Employee's Contributions Credit and his post-1995 contributions accumulated with interest and nothing further under this Plan.

(2) Termination of Employment After Completion of 2 Years of Membership

A Member whose employment terminates other than by death or retirement and who has completed at least two (2) Years of Membership in total in this Plan or the Former Plan shall receive a deferred pension commencing on his normal retirement date calculated in accordance with Sections 6.01 and 6.10.

8.02 Portability

A Former Member who is eligible for deferred benefits according to Section 8.01 and has not attained age 55 may elect any of the following:

- (1) to transfer the Commuted Value of his deferred benefits to another registered pension plan if the Other Pension Plan so permits; or
- (2) to transfer the Commuted Value of his deferred benefits to a locked-in registered retirement savings plan in accordance with any applicable legislation; or
- (3) to use the Commuted Value of his deferred pension to purchase a prescribed life annuity, commencing not earlier than age 55; or
- (4) to transfer the Commuted Value of his deferred benefits to a life income fund (LIF) in accordance with any applicable legislation.

The Employer must be provided with confirmation that any amounts transferred pursuant to this Section are locked-in, unless the Provincial Legislation allows the transfer of the Excess Member Contributions on a non-locked-in basis, and that the transferred amount will be administered in accordance with applicable requirements before any transfer is effected.

In accordance with Provincial Legislation, any transfer shall be limited if such transfer would impair the solvency of the Plan.

The Member must notify the Employer of his election within the period prescribed in the Provincial Legislation. In the event no election is made in that period, the Member shall be deemed to have elected a deferred annuity, payable at his normal retirement date.

8.03 (Repealed)

8.04 Commencement Date of Deferred Pension

A Former Member who is eligible for a deferred pension according to Section 8.01 may elect to receive his pension prior to his normal retirement date, but not earlier than his 55th birthday. For Years of Eligible Service prior to January 1, 1996, such pension shall be the Actuarial Equivalent of the pension payable at the normal retirement date. For Years of Eligible Service since January 1, 1996, such pension shall be calculated according to Subsection 6.02(2). The deferred pension pursuant to this Section 8.04 is subject to the minimum reduction as prescribed by the Income Tax Act.

8.05 Life Expectancy under two years

- (1) A Member who stopped being an active Member under Subsection 3.04(1) is entitled to the benefits provided by Section 8.01 as if his service was terminated.
- (2) Notwithstanding Section 8.02, a Member who is entitled to a deferred pension or a Member whose active membership ended under Subsection 3.04(1) can receive 100% of the value of his benefits if he meets the following requirements:

- (a) he has a physical or mental Disability that reduces his life expectancy to under 2 years;
- (b) he applies for it in writing to the Administrator;
- (c) a medical report attesting to the state of his health and his life expectancy is sent to the Administrator;
- (d) he signs an agreement concluded between him and the Employer with respect to his benefits; this agreement must also be signed by a witness.

SECTION 9 - DEATH BENEFITS

9.01 Death Prior to Pension Commencement

(1) Death Before Completion of 2 Years of Membership

If a Member or Former Member dies and has completed less than two (2) Years of Membership in total in this Plan or the Former Plan, his beneficiary shall receive the sum of his Employee's Contributions Credit and his post-1995 contributions accumulated with interest.

(2) Death After Completion of 2 Years of Membership

If a Member or Former Member dies and has completed at least two (2) Years of Membership in total in this Plan or the Former Plan, his beneficiary shall receive the sum of:

- (A) the Commuted Value of the pension accrued at the date of his death as determined in Subsections 6.01(1) and (3) and in Section 6.10;
- (B) the Employee's Contributions Credit; and
- (C) the Employer's Contributions Credit in respect of that Member or Former Member.

9.02 Death Prior to Pension Commencement - Transitional Rules

If a Member or Former Member, who was a participant under the Former Plan, dies prior to the commencement of his pension, his beneficiary, at his option, shall be entitled to receive in lieu of any other benefit payable as a result of his death under these rules, the greater of:

- (1) the aggregate of:
 - (A) the death benefit provided under Section 9.01 of these Rules; and
 - (B) the death benefits as determined on the day immediately preceding January 1, 1991 under the Former Plan;

or

- (2) the aggregate of:
 - (A) the Employee's Contributions Credit;
 - (B) the Contributions Credit as determined under the Former Plan;
 - (C) the Commuted Value of any transferred pension referred to in Subsection 6.01(3) of these rules;
 - (D) the Commuted Value of the pension provided under Section 6.04 of these rules; and
 - (E) the Commuted Value of the pension provided under Section 6.01(1)(b) of these rules.

9.03 Death after eligibility to Early Retirement

Notwithstanding Sections 9.01 and 9.02 above, if a Member or Former Member dies while he is eligible for an early retirement but before his pension commences, he will be deemed to have retired just before his death, and the applicable death benefits will be paid to his beneficiary. However, should the termination benefits payable as per Section 8.01 produce a higher value, the latter will be paid to his beneficiary.

9.04 Death after pension commencement

If a Member or Former Member dies after the commencement of his pension, benefits will be paid in accordance with the selected form of pension pursuant to Section 7.

9.05 (Repealed)

9.06 Life Insurance Offset

The amount payable under these rules as the result of the death of a Member or Former Member may be reduced by the amount of group life insurance payable under an insurance policy which is fully paid by the Employer, and which is designated in writing by the Employer as being a reduction of pension benefits under this Plan.

9.07 Form of Benefit

If the death benefit is payable to the Spouse of a Member or Former Member, the Spouse may elect either to receive a lump sum payment or to receive an immediate or deferred annuity. If no written election is given to the Administrator within 60 days after the date of death, the Spouse will be deemed to have elected an immediate annuity with 120 payments guaranteed.

Any death benefit payable to any person other than the Spouse of a Member or Former Member will be payable in a lump sum payment.

9.08 Payment of the Death Benefit

There is no obligation on the Employer, the Administrator or the trustees, or any person, to pay any death benefit until the person claiming such benefit shall have provided to the Employer evidence of:

- (1) the death of a Member or Former Member under circumstances giving rise to a claim for a death benefit, and
- (2) the right of the claimant to receive payment, and
- (3) the name and age of the beneficiary.

9.09 In the absence of actual notice to the contrary, the Administrator, the Employer and the trustees are discharged from all liability with respect to a Member or Former Member on making payment in accordance with the information provided by the claimant.

SECTION 10 - PENSION FUND

10.01 (Repealed)

10.02 (Repealed)

SECTION 11 - ADMINISTRATION OF THE PLAN

11.01 (Repealed)

11.02 (Repealed)

11.03 (Repealed)

11.04 (Repealed)

SECTION 12 - AMENDMENT OR TERMINATION OF THE PLAN

12.01 (Repealed)

SECTION 13 - TRANSFER AGREEMENTS

13.01 (Repealed)

SECTION 14 - LEGISLATION

14.01 (Repealed)

14.02 (Repealed)

14.03 (Repealed)

14.04 (Repealed)

SECTION 15 - GENERAL PROVISIONS

15.01 (Repealed)

15.02 (Repealed)

15.03 (Repealed)

15.04 (Repealed)

15.05 (Repealed)

15.06 (Repealed)

15.07 (Repealed)

15.08 (Repealed)

15.09 (Repealed)

15.10 (Repealed)

15.11 (Repealed)

SECTION 16 - COST OF LIVING ADJUSTMENT INCREASES

16.01 During the period from January 1, 1993 to February 28, 1995, the monthly amount of annuity payable in respect of the retirees whose identification numbers for the purposes of these rules are shown in the Schedule herebelow shall be increased by the amount of a cost of living adjustment respectively shown in such Schedule.

Schedule to rule 16.01

| Identification Number | Amount of Cost of Living Adjustment | Identification Number | Amount of Cost of Living Adjustment |
|-----------------------|-------------------------------------|-----------------------|-------------------------------------|
| P00649 | 64.85 | P01609 | 3.84 |
| P01709 | 2.70 | P02059 | 433.66 |
| P02589 | 221.06 | P02749 | 505.26 |
| P02919 | 80.66 | P03359 | 536.97 |
| P03449 | 413.49 | P03819 | 205.33 |
| P03859 | 866.51 | P04099 | 581.13 |
| P04289 | 792.51 | P04469 | 556.82 |
| P04639 | 32.15 | P04689 | 75.86 |
| P04759 | 45.47 | P04809 | 32.66 |
| P04879 | 743.97 | P04909 | 665.74 |
| P04959 | 630.00 | P05169 | 822.99 |
| P05389 | 681.94 | P05409 | 542.87 |
| P05589 | 197.78 | P05659 | 389.91 |
| P05869 | 132.78 | P05939 | 843.77 |
| P05949 | 335.74 | P05959 | 766.47 |
| P06019 | 587.44 | P06029 | 883.56 |
| P06059 | 753.11 | P06159 | 479.59 |

| Identification Number | Amount of Cost of Living Adjustment | Identification Number | Amount of Cost of Living Adjustment |
|--------------------------|----------------------------------------|--------------------------|----------------------------------------|
| P06219 | 269.69 | P06229 | 792.34 |
| P06349 | 805.11 | P06369 | 358.13 |
| P06429 | 147.88 | P06539 | 286.47 |
| P06579 | 699.34 | P06669 | 663.00 |
| P06689 | 472.56 | P06819 | 655.58 |
| P06829 | 478.98 | P06959 | 636.93 |
| P07239 | 731.65 | P07249 | 693.85 |
| P07259 | 573.17 | P07269 | 824.58 |
| P07279 | 758.74 | P07289 | 494.10 |
| P07299 | 680.14 | P07309 | 196.51 |
| P07319 | 270.10 | P07359 | 803.42 |
| P07369 | 625.64 | P07419 | 787.65 |
| P07449 | 151.75 | P07459 | 64.40 |
| P07479 | 481.32 | P07499 | 307.58 |
| P07599 | 357.24 | P07609 | 268.05 |
| P07629 | 188.41 | P07749 | 443.99 |
| P07809 | 237.67 | P07819 | 170.32 |
| P07839 | 51.81 | P08029 | 324.23 |
| P08039 | 518.80 | P08169 | 119.12 |
| P08229 | 91.73 | P08239 | 297.57 |
| P08249 | 88.67 | P08289 | 333.39 |
| P08329 | 670.15 | P08339 | 297.51 |
| P08359 | 44.39 | P08549 | 454.39 |
| P08679 | 15.67 | P08749 | 107.04 |
| P08769 | 40.54 | P08799 | 478.72 |
| P08819 | 196.66 | P08909 | 122.84 |
| P08919 | 536.69 | P09069 | 418.51 |
| P09079 | 554.30 | P09199 | 145.29 |
| P09249 | 114.44 | P09299 | 427.46 |
| Identification Number | Amount of Cost of Living Adjustment | Identification Number | Amount of Cost of Living Adjustment |

| | | | |
|--------|--------|--------|--------|
| P09319 | 260.08 | P09339 | 28.8 |
| P09429 | 473.36 | P09539 | 187.11 |
| P09589 | 172.19 | P09599 | 190.53 |
| P09619 | 15.08 | P09679 | 12.71 |
| P09689 | 78.62 | P09719 | 14.04 |
| P09909 | 47.98 | P10059 | 13.15 |
| P10129 | 32.20 | P10229 | 163.41 |
| P10279 | 131.28 | P10289 | 18.77 |
| P10299 | 12.69 | P10369 | 46.81 |
| P10419 | 69.61 | P10449 | 319.15 |
| P10459 | 78.84 | P10539 | 63.06 |
| P10579 | 69.05 | P10659 | 223.31 |
| P10719 | 28.86 | P10729 | 105.04 |
| P10779 | 12.99 | P10789 | 57.37 |
| P10889 | 100.59 | P10899 | 45.89 |
| P10959 | 98.52 | P11149 | 286.36 |
| P11189 | 26.77 | P11229 | 35.12 |
| P11239 | 100.43 | P11249 | 254.53 |
| P11259 | 56.69 | P11319 | 96.87 |
| P11369 | 185.58 | P11379 | 144.13 |
| P11389 | 26.76 | P11399 | 19.27 |
| P11469 | 93.04 | P11509 | 183.31 |
| P11529 | 22.59 | P11539 | 357.76 |
| P11559 | 157.43 | P11579 | 163.86 |
| P11589 | 54.57 | P11599 | 35.70 |

| Identification Number | Amount of Cost of Living Adjustment | Identification Number | Amount of Cost of Living Adjustment |
|--------------------------|----------------------------------------|--------------------------|----------------------------------------|
| P11619 | 26.38 | P11629 | 161.46 |

| | | | |
|--------|--------|--------|--------|
| P11649 | 26.67 | P11669 | 67.30 |
| P11679 | 193.51 | P11689 | 101.17 |
| P11699 | 270.87 | P11729 | 267.25 |
| P11739 | 64.67 | P11769 | 20.57 |
| P11799 | 60.39 | P11819 | 26.30 |
| P11829 | 99.39 | P11849 | 102.42 |
| P11889 | 15.05 | P11909 | 62.01 |
| P11919 | 157.74 | P11929 | 137.21 |
| P11939 | 16.53 | P11959 | 148.37 |
| P11969 | 218.27 | P11979 | 123.00 |
| P11999 | 106.75 | P12109 | 7.82 |
| P12339 | 64.44 | P12569 | 21.48 |
| P12579 | 35.29 | P12689 | 131.59 |
| P12729 | 72.29 | P13009 | 83.33 |
| P13019 | 99.57 | P13179 | 67.20 |
| P13339 | 71.98 | P13349 | 62.97 |
| P13359 | 1.03 | P13409 | 60.82 |
| P13469 | 47.89 | P13499 | 30.10 |
| P13529 | 5.53 | P13629 | 61.94 |
| P13669 | 16.13 | P14049 | 13.46 |
| P15409 | 4.92 | P15499 | 4.04 |
| P80369 | 113.73 | P80379 | 135.47 |
| P80409 | 268.98 | P80569 | 131.54 |
| P92879 | 48.29 | | |

16.02 During the period from March 1, 1995 to December 31, 1996, the monthly amount of annuity payable in respect of the retirees whose identification numbers for the purposes of these rules are shown in the Schedule herebelow shall be increased by the amount of a cost of living adjustment respectively shown in such Schedule, and for greater certainty, the amounts shown in this Schedule include and are not in addition to the cost of living adjustment for time periods prior to February 28, 1995.

Schedule to rule 16.02

| Identification Number | Amount of Cost of Living Adjustment | Identification Number | Amount of Cost of Living Adjustment |
|--------------------------|----------------------------------------|--------------------------|----------------------------------------|
| P00109 | 18.44 | P03819 | 209.27 |
| P00649 | 69.85 | P03859 | 886.58 |
| P01009 | 27.54 | P04099 | 594.99 |
| P01609 | 5.59 | P04289 | 537.52 |
| P01709 | 3.93 | P04469 | 568.07 |
| P02919 | 82.19 | P04639 | 32.82 |
| P03449 | 421.31 | P04689 | 77.40 |
| P04759 | 46.39 | P06829 | 490.00 |
| P04809 | 33.34 | P06959 | 652.72 |
| P04879 | 508.81 | P07239 | 754.11 |
| P04909 | 679.22 | P07249 | 714.51 |
| P04959 | 642.95 | P07259 | 394.65 |
| P05389 | 696.65 | P07269 | 853.39 |
| P05409 | 555.88 | P07279 | 794.30 |
| P05589 | 201.95 | P07289 | 506.52 |
| P05869 | 135.59 | P07299 | 470.42 |
| P05949 | 342.87 | P07309 | 201.64 |
| P05959 | 785.34 | P07359 | 830.50 |

| Identification Number | Amount of Cost of Living Adjustment | Identification Number | Amount of Cost of Living Adjustment |
|-----------------------|-------------------------------------|-----------------------|-------------------------------------|
| P06019 | 600.14 | P07369 | 643.04 |
| P06029 | 909.42 | P07419 | 813.44 |
| P06059 | 772.06 | P07449 | 156.22 |
| P06159 | 491.15 | P07459 | 65.25 |
| P06219 | 276.90 | P07479 | 497.10 |
| P06229 | 813.16 | P07499 | 319.87 |
| P06319 | 826.54 | P07599 | 366.54 |
| P06369 | 367.51 | P07629 | 193.05 |
| P06429 | 149.84 | P07749 | 457.02 |
| P06539 | 290.28 | P07819 | 176.06 |
| P06579 | 716.44 | P07829 | 409.37 |
| P06689 | 478.84 | P07839 | 55.80 |
| P06819 | 672.26 | P08029 | 334.98 |
| P08039 | 534.07 | P09429 | 498.91 |
| P08169 | 124.13 | P09539 | 194.60 |
| P08229 | 99.00 | P09589 | 91.85 |
| P08239 | 305.82 | P09599 | 202.05 |
| P08249 | 95.61 | P09619 | 21.94 |
| P08289 | 343.50 | P09679 | 14.47 |
| P08339 | 307.30 | P09719 | 15.99 |
| P08549 | 469.66 | P09899 | 87.19 |
| P08679 | 17.38 | P09909 | 51.68 |
| P08749 | 113.51 | P10059 | 19.15 |
| P08769 | 46.18 | P10129 | 35.71 |
| P08799 | 495.08 | P10229 | 171.21 |
| P08819 | 206.04 | P10279 | 139.22 |
| P08909 | 126.86 | P10289 | 21.38 |
| P08919 | 563.29 | P10299 | 18.48 |
| P09069 | 292.66 | P10369 | 51.03 |

| Identification Number | Amount of Cost of Living Adjustment | Identification Number | Amount of Cost of Living Adjustment |
|-----------------------|-------------------------------------|-----------------------|-------------------------------------|
| P09079 | 576.29 | P10419 | 72.93 |
| P09199 | 150.51 | P10449 | 336.14 |
| P09249 | 121.36 | P10459 | 87.44 |
| P09299 | 450.21 | P10539 | 69.93 |
| P09319 | 275.81 | P10579 | 75.27 |
| P09339 | 31.40 | P10659 | 235.19 |
| P10719 | 32.87 | P11529 | 32.90 |
| P10729 | 112.15 | P11539 | 386.67 |
| P10769 | 4.28 | P11559 | 179.33 |
| P10779 | 18.92 | P11569 | 9.10 |
| P10789 | 60.42 | P11589 | 60.52 |
| P10889 | 109.65 | P11599 | 52.00 |
| P10899 | 50.89 | P11609 | 9.46 |
| P10959 | 109.26 | P11619 | 38.42 |
| P11069 | 14.79 | P11629 | 176.01 |
| P11149 | 305.74 | P11639 | 8.24 |
| P11189 | 28.39 | P11649 | 38.85 |
| P11229 | 40.00 | P11659 | 36.36 |
| P11239 | 106.50 | P11669 | 74.64 |
| P11249 | 269.92 | P11679 | 214.61 |
| P11259 | 61.80 | P11689 | 115.24 |
| P11319 | 110.34 | P11699 | 289.20 |
| P11369 | 212.75 | P11719 | 15.57 |
| P11379 | 155.25 | P11729 | 285.34 |
| P11389 | 29.17 | P11739 | 73.66 |
| P11399 | 28.06 | P11749 | 24.23 |
| P11469 | 100.22 | P11779 | 8.12 |
| P11509 | 195.72 | P11799 | 68.79 |
| P11519 | 9.86 | P11809 | 13.36 |

| Identification Number | Amount of Cost of Living Adjustment | Identification Number | Amount of Cost of Living Adjustment |
|-----------------------|-------------------------------------|-----------------------|-------------------------------------|
| P11819 | 38.31 | P13019 | 110.43 |
| P11829 | 113.21 | P13129 | 2.77 |
| P11849 | 116.66 | P13179 | 99.99 |
| P11879 | 8.15 | P13299 | 1.78 |
| P11889 | 21.92 | P13329 | 0.22 |
| P11899 | 8.24 | P13339 | 81.99 |
| P11909 | 70.63 | P13349 | 71.73 |
| P11919 | 169.91 | P13359 | 1.17 |
| P11939 | 24.07 | P13409 | 69.28 |
| P11949 | 10.88 | P13469 | 54.55 |
| P11959 | 164.55 | P13499 | 34.28 |
| P11969 | 235.11 | P13529 | 6.30 |
| P11979 | 140.11 | P13629 | 70.55 |
| P11999 | 113.97 | P13669 | 64.75 |
| P12109 | 11.39 | P13769 | 24.68 |
| P12229 | 40.19 | P14029 | 22.75 |
| P12339 | 71.47 | P14049 | 19.60 |
| P12569 | 23.14 | P15009 | 8.14 |
| P12579 | 40.20 | P15409 | 7.17 |
| P12689 | 99.01 | P15479 | 20.84 |
| P12729 | 78.80 | P15499 | 5.88 |
| P12989 | 5.35 | P15609 | 20.04 |
| P13009 | 92.42 | P21209 | 2.50 |
| P33309 | 27.27 | | |
| P80299 | 81.26 | | |
| P80369 | 117.17 | | |
| P80379 | 139.57 | | |
| P80569 | 135.85 | | |
| P92879 | 55.00 | | |

SUPPLEMENT "A"

SPECIAL PROVISIONS FOR MEMBERS WORKING IN THE BAHAMAS

(Repealed)

SUPPLEMENT "B"

SPECIAL PROVISIONS FOR MEMBERS TRANSFERRED TO ANOTHER EMPLOYER WITHIN THE GROUP

The purpose of this Supplement is to modify the terms of the Plan in certain respects, as outlined herein, for Members transferred to another employer within the Group.

1. If an Employee terminates his employment with the Employer, his active membership will continue without interruption if:
 - He begins working for another employer within the Group within 90 days of his termination of employment; and
 - He has not taken advantage of Section 8.

2. An Employee in respect of whom a transfer within the Group occurred remains entitled to the benefit accrued in respect of him up to the date of termination of employment with the Employer in accordance with Sections 6.01 and 6.10, being understood however that the Final Average Earnings and Final Average YMPE are based on YMPE and Earnings received up to the date of an event making him eligible to benefits, as described in item 3 below.

For the purpose of Section 6.02, Section 8 and Section 9 and for the purpose of calculating the reduction applicable to the maximum pension under Section 6.07 of the Plan, Continuous Service and Years of Membership are computed as if the Member was still considered an Employee under the Plan.

3. The special provisions described in this Supplement shall apply until the earliest of the Member's death, retirement or termination of employment with an employer of the Group without joining another employer of the Group within 90 days of his termination of employment with the previous employer.

SUPPLEMENT "C"

EMPLOYERS OF THE MOUVEMENT DES CAISSES POPULAIRES
ET D'ÉCONOMIE DESJARDINS

(Repealed)