

THIS TRUST AGREEMENT made as of the _____ day of _____, _____.

BETWEEN:

_____, a company incorporated
under the laws of _____

(the "Company")

-and-

CANADIAN WESETERN TRUST COMPANY, a trust
company amalgamated under the laws of Canada

(the "Trustee")

WHEREAS the Company has established the CI Investments Deferred Profit Sharing Plan for the Employees of _____ effective _____, a copy of which is attached hereto as Schedule "A" (such Plan, as may be amended and restated from time to time, is hereinafter referred to as the "Plan") under the provisions of the *Income Tax Act (Canada)* (the "Tax Act"), for the benefit of eligible employees of the Company and, if applicable, eligible employees of other corporations affiliated with the Company which are permitted to participate in the Plan (such eligible employees are hereinafter referred to individually as a "Plan Member" or "Member" or collectively as the "Plan Members" or "Members" and such other corporations, if permitted to participate in the Plan, are hereinafter referred to as "Participating Employers");

AND WHEREAS the Company has requested the Trustee to act as trustee under the Plan and administer the Trust Fund (as hereinafter defined), and the Trustee is willing to do so, on and subject to the terms of this Agreement;

AND WHEREAS the Plan has been accepted by Canada Revenue Agency for registration under the Tax Act, or application for such registration has been or will be made by or on behalf of the Company, any Participating Employers and the Trustee in accordance with the Tax Act;

AND WHEREAS the Trustee intends to delegate certain of its duties and responsibilities under the Plan and this Agreement to CI Investments Inc. ("CI"), subject to its supervision of CI in the performance of such delegated duties and responsibilities;

NOW THEREFORE in consideration of the premises and of the mutual obligations and agreements herein contained, the Company and the Trustee covenant and agree as follows:

1. ESTABLISHMENT OF TRUST

- 1.1** All terms defined in the Plan shall have the same meaning in this Agreement unless otherwise defined in this Agreement or there is something in the subject matter or context inconsistent therewith.
- 1.2** All contributions received by the Trustee pursuant to the provisions of the Plan, all amounts transferred to and actually received by the Trustee from any prior trustee, together with any increments thereto and the income, profits and other investment gains thereon and any property from time to time substituted therefor, less authorized payments therefrom, shall constitute a trust fund (herein called the "Trust Fund").
- 1.3** The Trustee hereby accepts the trusts herein set out and agrees to hold, invest, distribute and administer the assets of the Trust Fund established for the Plan in accordance with the provisions of this Agreement.
- 1.4** The duties and the responsibilities of the Trustee hereunder shall be limited to carrying out the terms of this Agreement and those express obligations of the Trustee contained in the Plan. The Trustee assumes no responsibility for the administration of the provisions of the Plan (other than the obligations of the Trustee expressly set forth in this Agreement and in the Plan), for the collection of contributions or for the adequacy of the Trust Fund to meet and discharge all payments and liabilities under the Plan.
- 1.5** Notwithstanding anything herein to the contrary, the Trustee's obligation to commence or continue any act, action or proceeding shall be further conditional upon receipt or availability of sufficient funds from the Trust Fund to commence or continue such act, action or proceeding and such additional indemnity as may be reasonably requested by the Trustee to protect and hold it harmless against the costs, charges, expenses and liabilities to be incurred thereby and against any loss or damage it may suffer by reason thereof.
- 1.6** The Trustee shall exercise the care, diligence and skill in the administration of the provisions of this Agreement that an ordinary

prudent person of business would exercise in dealing with its own property of a similar kind.

2. DIRECTIONS AND CONTRIBUTIONS

2.1 All directions, orders, requests, instructions, approvals and certificates or certifications (collectively "Directions" and individually a "Direction") of the Company, or, if applicable, a Participating Employer, given to the Trustee hereunder shall be in writing and signed by an authorized officer, person or other representative of the Company or Participating Employer, as the case may be, and shall be in such form as may be approved by the Trustee from time to time. The Company and any Participating Employers shall from time to time furnish the Trustee with a certificate signed by a senior officer of the Company or Participating Employer, as the case may be, stating the name(s) of the authorized officer(s) of the Company or Participating Employer and of any other person(s) or representative(s) so authorized to act on behalf of the Company or Participating Employer at the time specified in such certificate, together with specimen signatures of all such officers, persons or representatives, which certificate shall be in such form as may be approved by the Trustee from time to time. The Trustee shall be entitled to rely without further inquiry upon:

- (i) the identity and authority of such persons as represented by such certificates;
- (ii) the genuineness and continued effectiveness without change of such document;

until the Trustee receives authoritative and written notice to the contrary from the Company or Participating Employer.

2.2 Unless otherwise expressly provided, all Directions shall continue in full force and effect until cancelled or superseded.

2.3 Each contribution to the Plan remitted by the Company to the Trustee shall be accompanied by a Direction: (a) identifying the manner in which such contribution is to be allocated among and invested on behalf of the Plan Members; and (b) containing such other additional information as the Trustee may reasonably require.

2.4 Whenever a Direction may be given by a Participating Employer, it may also be given by the Company on behalf of the Participating Employer.

The Trustee shall always be entitled to rely upon any Direction from the Company as though it was also a Direction from all Participating Employers. If there is ever any conflict between a Direction from the Company and a Direction from any Participating Employer, the Trustee shall be entitled to rely upon the Direction from the Company without further inquiry. Notwithstanding anything herein to the contrary, the Trustee shall never be obliged to seek any Direction from any Participating Employer and whenever the Trustee requires a Direction from any Participating Employer, it shall be sufficient for the Trustee to seek same only from the Company.

3. PAYMENTS BY AND TO THE TRUSTEE

- 3.1** Except as otherwise provided in this Agreement, the Trustee shall make payments out of the Trust Fund, only upon receipt of a Direction, to such persons, including the Company, in such manner and in such amounts as are specified in the Direction. Each Direction shall constitute a certification by the Company to the Trustee that the payment is in accordance with the provisions of the Plan and the Tax Act. Upon any such payments being made, or specifically set aside for the payee, the amount thereof shall no longer constitute a part of the Trust Fund.
- 3.2** The Trustee shall pay out of the Trust Fund such amounts as the Company shall certify to it in a Direction as being fees or expenses payable from the Trust Fund in accordance with the terms of the Plan.
- 3.3** Notwithstanding any other provision to the contrary, the Trustee reserves the right to make payments permitted under this Agreement from cash reserves held in the Trust Fund pursuant to subsection 5.1(e).
- 3.4** Notwithstanding section 3.1 above, but subject to Section 3.10 below, the Trustee shall pay out of the Trust Fund all taxes and other assessments properly levied or assessed under existing or future laws against the Trustee in respect of the Trust Fund or any money, property or securities from time to time forming a part thereof, and shall withhold from payments out of the Trust Fund all taxes required by any law to be so withheld.
- 3.5** If any payment from the Trust Fund is returned to the Trustee unclaimed, the Trustee shall forthwith notify the Company of such fact, giving full particulars thereof, shall, without further Direction, return the amount of such payment to the Trust Fund, and shall make no further payments to

the payee of such amounts until further directed by the Company to do so.

- 3.6** The Trustee shall not be liable for any payment made out of the Trust Fund pursuant to Directions, and shall not be responsible for ascertaining whether any payment directed to be made by the Company or any Participating Employer is made pursuant to the provisions of the Plan or the Tax Act.
- 3.7** The Trustee shall accept all Directions provided under this section 3 as conclusive evidence of the truth of any statement made therein relating to the Plan or the Trust Fund. The Trustee is not required to make any inquiry regarding any information or instruction contained or referred to in a Direction which purports to be from a Member or any other person entitled under the Plan but may accept same as conclusive evidence of the truth and accuracy thereof.
- 3.8** The Trustee shall, when and as directed pursuant to a Direction, use all or a portion of the Trust Fund to purchase or pay for a contract or contracts with an insurance company to provide for benefits under the Plan.
- 3.9** The Trustee shall be paid by the Company and any Participating Employer such fees and expenses as may be agreed to for services rendered in accordance with this Agreement. Such fees and expenses shall constitute a charge on and against the Trust Fund. If not paid by the Company or any Participating Employer as and when due, the Trustee shall be irrevocably authorized, without any Direction, to pay out of the Trust Fund for its own account all such fees and expenses of the Trustee and its agents.
- 3.10** If any taxes are assessed on or in respect of the Trust Fund or any income therefrom, the Trustee shall promptly notify the Company of such assessment. The Trustee may assume that any taxes so assessed are lawfully assessed and act accordingly, unless the Company advises the Trustee, in a Direction given within the timeframe established by the Trustee in its notice, that in the opinion of counsel for the Company, the taxes are not lawfully assessed. If the Company so advises the Trustee, at the Company's Direction the Trustee shall contest the validity of such taxes in any manner deemed appropriate by the Company and its counsel, subject to Section 1.5 hereof, or the Company may itself contest or cause to be contested the validity of any such taxes in any manner deemed appropriate by the Company and its counsel. The term "taxes" includes

any interest or penalties that may be levied or imposed in respect of any taxes so assessed.

4. INVESTMENT OF THE PLAN ASSETS

- 4.1** In making investments, the Trustee shall not be restricted to securities or other property of the character authorized or required by applicable law from time to time for trust investments. The assets of the Plan held in the Trust Fund shall be invested and re-invested in such eligible investments as directed from time to time pursuant to Directions. If at any time the Company or Participating Employer fails to provide the Trustee with a Direction in respect of the investment or reinvestment of any portion of the assets of the Plan held in the Trust Fund, the Trustee shall invest or reinvest such portion in the CI Money Market Fund until the Trustee receives a further Direction in respect of such portion.
- 4.2** The Trustee shall be under no obligation to review or investigate any investment acquired pursuant to any direction nor concern itself with the propriety of such investment, nor to ensure that any such investment, or any written investment policy established for the Plan from time to time, complies with the Plan or the Tax Act. It shall be the Company's obligation to ensure that all such investments constitute qualified investments for deferred profit sharing plans as specified in the Tax Act and the Plan.

5. ADDITIONAL POWERS AND DUTIES OF THE TRUSTEE

- 5.1** The Trustee shall have the following powers and authority in the administration and investment of the Trust Fund which shall be exercised in accordance with and subject to the provisions of this Agreement:
- (a)** in accordance with a prior Direction, sell, lease, exchange for other property, convert, redeem, convey, transfer or otherwise dispose of any property whether real or personal, or any securities at any time held by it and any sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit; provided however that no Direction shall be required in order for the Trustee to sell or redeem assets in which the Trust Fund is invested in order to pay fees and expenses of the Plan as contemplated hereunder or in the Plan;

- (b) in accordance with a prior Direction, make, execute, acknowledge and deliver any and all waivers, assignments, contracts, releases, or other written instruments whenever such action is required in fulfillment of its obligations hereunder and whether or not the term thereof might exceed the life of this Trust Fund;
- (c) cause any deposits and investments from time to time held by it to be registered in, or transferred into, its name as Trustee or the name of its nominee or nominees with the addition of words indicating that the same are held in a fiduciary capacity, as applicable, or to retain them unregistered or in a form permitting transfer by delivery or on a non-certificated basis on the book based system with The Canadian Depository for Securities Limited, or in any form authorized hereunder with another financial institution that is authorized to act as a custodian of securities by the laws of any country, province, state or any other political subdivision of any country in which such financial institution is located, all as the Trustee may determine, and the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund and that no investments shall be in bearer form unless the Investments are not registrable or the Company has determined it would not be in the best interests of the Plan to do otherwise;
- (d) in accordance with a prior Direction, settle, compromise or submit to arbitration, any claims, debts or damages due or owing to or from the Trustee in respect of the Trust Fund and, provided the approval of the Company is first obtained, commence, maintain, defend, adjust and settle suits or legal proceedings and represent the Trust Fund in any suits or legal proceedings; provided that the Trustee shall not be obliged to obtain the approval of the Company or a Direction in order to represent itself or the Trust Fund in the defence of any legal proceedings if such approval or Direction is not promptly forthcoming or has been unreasonably withheld;
- (e) hold a portion of the Trust Fund in cash and retain cash balances on deposit with the Trustee or with a chartered bank or other depository in such account (which may be commingled with other trust monies as long as appropriate records are kept of the Trust Fund's interest therein) or other debt obligation provided that any such cash deposit will be for a short term only pending investment or re-investment of such cash deposit pursuant to Section 4.1 or pending completion of any payments pursuant to section 3.1, unless otherwise directed by the Company;

- (f) employ CI as its agent to perform any or all of the duties and responsibilities and exercise all of the powers of the Trustee in accordance with the provisions of this Agreement and the Plan, including, without limiting the generality of the foregoing, the duty to receive, invest and re-invest, contributions made to the Plan and make payments out of the Trust Fund on behalf of the Trustee and including the appointment of CI as subcustodian of the Trust Fund or any portion thereof; provided however that nothing herein shall authorize the Trustee to appoint CI as its agent to exercise those rights described in subsection 5.1(c) above or subsection 5.1(h) below;
- (g) subject to any agreement between the Trustee and CI from time to time, permit CI to employ qualified sub-agents to perform any of the duties or responsibilities that CI has agreed to perform as the agent of the Trustee;
- (h) in accordance with a prior direction by the Member, exercise any voting rights attaching to any investments in the Trust Fund, to give general or special proxies or powers of attorney with or without power of substitution, to exercise any conversion privileges, subscription rights or other rights, privileges or options in respect thereto, and to make all payments incidental thereto; and
- (i) do all such acts, take all such proceedings and exercise all such rights and privileges, although not specifically mentioned herein, as may be necessary and incidental to carry out the purposes of this Agreement.

The exercise of any one or more of the foregoing powers or any combination thereof from time to time shall not be deemed to exhaust the rights of the Trustee to exercise such power or powers or combination of them thereafter from time to time.

6. LIABILITY AND INDEMNIFICATION OF THE TRUSTEE

- 6.1 The Trustee may conclusively rely upon and shall be fully protected in acting upon or omitting action upon any Direction purporting to be validly given by the Company or any Participating Employer which the Trustee in good faith believes to be genuine and to be properly executed

and delivered. The Trustee shall be fully protected if it takes no action in respect of any matter concerning the Trust Fund or the Plan (other than the Trustee's obligation to supervise CI as its appointed agent) if it does not receive a Direction given by the Company or any Participating Employer in respect of such matter.

- 6.2** The Trustee may employ such counsel (who may be counsel to the Company) and advisors as it may reasonably require for the purpose of discharging its duties hereunder and under the Plan and may pay out of the Trust Fund their reasonable expenses and compensation and the Trustee shall not be responsible for any misconduct on the part of any of them, provided that the Trustee exercised reasonable care in their selection and retention. The Trustee may act and shall be protected in acting in good faith on the opinion or advice of, or information obtained from, any such counsel or advisor, in relation to any matter arising in the administration of the Trust Fund or the Plan.
- 6.3** The Trustee shall not be liable for the proper application or payment of any part of the Trust Fund if done or made in accordance with the Direction of the Company or any Participating Employer, and the powers, rights or authority herein conferred upon the Trustee, nor shall the Trustee be liable for any loss or diminution of the Trust Fund, howsoever caused, or for its inadequacy to meet and discharge any and all payments and liabilities under the Plan, except to the extent such loss, diminution or inadequacy is caused by the Trustee's failure to exercise the standard of care in section 1.6 in the performance of its duties and responsibilities under this Trust Agreement.
- 6.4** Other than those express obligations of the Trustee under this Agreement and under the Plan, the Company shall do or cause to be done all other acts and things necessary or appropriate to ensure that the Plan is established, operated and administered in compliance with the provisions of the Tax Act and the Plan.
- 6.5** The Company and any Participating Employer shall jointly and severally indemnify and save harmless the Trustee from and against any and all loss, liability or expense whatsoever including, without limitation, any reasonable fees or disbursements for legal services arising in connection with the Trustee acting as trustee hereunder, or by reason of any breach of any statutory or other duty owed to the Plan by the Company, any Participating Employer or any appointed agent of the Company or any Participating Employer, or by reason of any Direction given or omitted to be given by the Company or any Participating Employer, except where

such loss, liability or expense is caused by the Trustee's breach of the standard of care in subsection 1.6 in the performance of its duties and responsibilities under this Trust Agreement.

7. RECORDKEEPING AND REPORTS

- 7.1** The Trustee shall keep and maintain complete, accurate and detailed accounts, in a manner acceptable to both the Trustee and the Company hereto, of all investments, receipts and disbursements, other transactions hereunder affecting the Trust Fund and such other information and records as may be required to administer the Trust Fund in accordance with this Agreement and the Tax Act. All such accounts, and the books and records relating thereto, shall be open at all reasonable times to inspection and audit by any person or persons designated by the Company.
- 7.2** The Trustee shall render to the Company written accounts for the Trust Fund, within the time period agreed to by both the Trustee and the Company, setting forth the investments purchased and sold, all receipts, disbursements and other transactions effected by it during such reporting period, and the investments held at the end of such reporting period with their fair market values and such other information as may be mutually agreed upon by the Company and the Trustee. Such accounts shall reflect transactions as of the contract settlement date rather than the actual settlement date.
- 7.3** The Company shall undertake to review the reporting provided in section 7.2 hereof, and if the Company disapproves of anything therein it shall file with the Trustee its written disapproval, with full particulars, of the accounts so rendered. At the expiration of ninety (90) days from the date of receipt of such accounts by the Company if written disapproval has not been filed by the Company with the Trustee, the Trustee shall be relieved of any responsibility it may have for matters fully disclosed in such accounts.
- 7.4** Following the last day of the fiscal year of the Trust Fund, and at such other times as may be required by the Tax Act, the Trustee shall issue such applicable income tax reports in respect of the Trust Fund in accordance with the Trustee's duties and responsibilities under this Agreement. However, where additional filings or reporting are required or any taxes are payable as a result of any action of the Company, or any Participating Employer, or any of their respective agents or a Plan Member, it is the

responsibility of the Company to notify the Trustee that such reporting or filing must be made or issued or that such tax is payable.

7.5 The Trustee shall, at such times as required by the Tax Act, mail to the Plan Members or to the Company for delivery to the Plan Members, appropriate tax receipts in acceptable or prescribed form in respect of the Plan, prepared by the Trustee and, subject to the mutual consent of both parties with respect to the reporting period(s) and the timeliness of such reports, the Trustee shall mail to the Plan Members, or to the Company for delivery to the Plan Members, statements of account of the Plan Members' Plan accounts in a form mutually acceptable to the Company and the Trustee, stating:

- (a) the amounts and types of all contributions made by the Company in accordance with the Plan for the valuation and reporting period and year-to-date;
- (b) the total amount of any payments or withdrawals made in accordance with the Plan and this Agreement by the Plan Members for the valuation and reporting period and year-to-date;
- (c) the values of the deposits and investments held by each of the Plan Members in the Plan accounts as at the end of the valuation or reporting period, together with the earnings attributable thereto; and
- (d) such other information as may be mutually agreed upon from time to time by the Company and the Trustee.

7.6 The Trustee shall mail to new Plan Members, or to the Company for delivery to the new Plan Members, information describing the pertinent terms of the Plan Member's rights thereunder.

7.7 The fiscal year of the Trust Fund shall end on the 31st day of December in each year.

8. CHANGE OF TRUSTEE

8.1 The Trustee may be removed by the Company at any time by giving at least ninety (90) days advance notice in writing to the Trustee or such lesser period of notice as is acceptable to the Trustee, which notice shall state the effective date of termination. Within thirty (30) days of the

giving of such notice the Company shall designate a successor trustee and furnish the Trustee with the successor's acceptance and agreement with all the terms and conditions of this or a comparable trust agreement, addressed to the Company and the Trustee.

- 8.2** The Trustee may resign at any time by giving at least ninety (90) days advance notice in writing to the Company or such lesser period of notice as is acceptable to the Company, which notice shall state the effective date of resignation. Within thirty (30) days of receipt of such notice the Company shall designate a successor trustee and furnish the Trustee with the successor's acceptance and agreement with all the terms and conditions of this or a comparable trust agreement, addressed to the Company and the Trustee.
- 8.3** In any case of resignation or removal of the Trustee or in case a vacancy shall arise in the trusteeship of the Trust Fund from any cause, a successor trustee shall be appointed by an instrument executed by the Company. Acceptance of the appointment shall be evidenced in writing delivered by such successor trustee to the Company. Any successor trustee who accepts such appointment shall have the same powers and duties as those conferred upon the Trustee hereunder and shall be governed by all the terms and conditions of this Agreement as if the successor trustee had been an original party hereto until such time as a new trust agreement is executed between the successor trustee and the Company. If: (i) the Company fails to designate a successor trustee as provided in subsections 8.1 and 8.2 of this Agreement; and (ii) the Trustee has appointed CI its agent pursuant to subsection 5.1(f) of this Agreement; then, CI shall appoint a successor and furnish the Trustee with the successor's acceptance and agreement with all the terms and conditions of this or a comparable trust agreement, addressed to the Company and the Trustee. The appointment of any such successor by CI shall be binding on the Company, subject to any right the Company may have to remove such trustee. If the Company fails to designate a successor trustee as provided in subsections 8.1 and 8.2 and CI fails to designate a successor trustee as provided in this subsection 8.3, the Trustee may appoint a successor pursuant to and under this Agreement, solely at the expense of the Company.
- 8.4** As soon as practicable after the Trustee receives the successor trustee's acceptance and appointment as aforesaid, the Trustee shall file with the Company written accounts of its acts from the date of its last accounts to the effective date of such termination or resignation prepared in accordance with the provisions of section 7.2 hereof and shall assign,

transfer and pay over to the successor trustee or as it may direct the funds and property then constituting the Trust Fund; except that the Trustee may reserve such sum of money or other property as it may deem advisable for the payment of any liabilities owing to the Trustee or for which the Trustee may be personally liable, and any balance of such reserve remaining after payment of all such amounts shall be paid over to the successor trustee or as it may direct. The Company shall forthwith review such final accounts and if the Company disapproves of anything therein it shall file with the Trustee its written disapproval, with full particulars, of the accounts so rendered. The Trustee shall be relieved of any responsibility it may have for matters fully disclosed in its accounts in respect of which written disapproval has not been filed by the Company with the Trustee within ninety (90) days from the date of receipt of such accounts by the Company.

- 8.5** Whether or not the Company approves the final accounts of the Trustee filed with the Company pursuant to section 8.4 hereof, the Trustee may have the said accounts settled by a court of competent jurisdiction, which court shall have jurisdiction to decide which party shall have responsibility for any and all fees and other expenses in connection with such settlement.
- 8.6** Any successor trustee appointed pursuant to the terms hereof shall be either:
- (a)** a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee; or
 - (b)** three individuals resident in Canada, at least one of whom shall be independent of the operations of the Company and not a shareholder thereof.

9. AMENDMENT AND TERMINATION

- 9.1** Except as otherwise provided herein and subject to the Tax Act, this Agreement may be amended in whole or in part from time to time by an instrument in writing executed by the Company and the Trustee; provided that no such amendment shall authorize or permit any part of the Trust Fund to be used for or diverted to purposes other than those specified in the Plan as may be amended from time to time.

- 9.2** This Agreement may be terminated at any time by the Company upon at least ninety (90) days prior written notice to the Trustee or such shorter period as may be agreed to by the Trustee, and with its termination, or upon the dissolution or liquidation of the Company, the Trust Fund shall be paid out by the Trustee as directed by the Company or the successor administrator and in accordance with the terms of the Plan and this Agreement; provided that no such payment shall be made without first obtaining such approval as may be required under the Tax Act and further provided that the provisions of section 6 shall survive the termination of this Agreement.

10. ASSIGNMENT OF AGREEMENT

- 10.1** This Agreement may be assigned by the Company to any company which is a successor to the Company and which by consolidation, merger, amalgamation, reorganization, purchase or otherwise shall acquire all or substantially all of the business and assets of the Company.
- 10.2** This Agreement may not be assigned by the Trustee without the prior written consent of the Company; however, any company resulting from any merger or consolidation to which the Trustee may be a party or succeeding to the trust business of the Trustee or to which substantially all the trust assets of the Trustee may be transferred while the Trustee continues to act as trustee of the Trust Fund shall be the successor to the Trustee hereunder without any further act or formality, except written notice to the Company, with the same effect as though each successor trustee had originally been named as the Trustee hereunder unless the Company gives written notice to the resulting or continuing company to the contrary.

11. CLAIMS ON FUND

- 11.1** Subject to applicable law, no persons beneficially interested in the Trust Fund under the Plan, or their respective heirs, executors, administrators or assigns or any of them, shall have any claim against the Trustee or the Trust Fund except by or through the Company or any Participating Employer.

12. DETERMINATION OF RIGHTS UNDER PLAN

- 12.1** The Company shall have exclusive authority to determine the rights of an employee or retired employee or the beneficiary or personal representative of an employee or retired employee to participate in benefits from the Trust Fund under the provisions of the Plan and the Trustee shall be fully protected in relying on the determination by the Company of such rights.

13. ASSIGNMENT OR SEIZURE OF BENEFITS

- 13.1** Except as permitted by the Tax Act, benefits payable under the Plan shall not be assigned, charged, anticipated or given as security and are exempt from execution, seizure or attachment, and any transaction purporting to assign, charge, anticipate or give as security such benefits is void provided, however, that notwithstanding anything else in this Agreement, the Trustee is authorized and directed to pay, and shall be fully protected in paying, any amounts from the Trust Fund in respect of which it has been issued a Requirement to Pay or other similar direction by Canada Revenue Agency. The Trustee shall notify the Company upon the receipt by it of any assignment or attempted assignment or notice thereof or any involuntary assignment, seizure, garnishment or any process of law or execution or notice thereof in respect of any benefit payable out of the Trust Fund.

14. PARTICIPATING EMPLOYERS

- 14.1** If permitted by the Plan:

- (a)** the Company, upon written notice to the Trustee, may permit other corporations which are affiliated with the Company to become Participating Employers in the Plan. Any such Participating Employer shall execute and deliver to the Trustee an acknowledgement in the form of Schedule "B" by which it shall agree to be bound by the provisions of this Agreement as if a party hereto.
- (b)** Each Participating Employer hereby appoints the Company (and any agent or delegate of the Company) as its sole agent and attorney to exercise on its behalf all of its rights, powers and authority under this Agreement, including without limitation, the power to amend or terminate this Agreement.

- (c) Any Participating Employer may, subject to obtaining prior approval as may be required by appropriate regulatory authorities under the Tax Act, withdraw from participation in the Plan, the Trust Fund and this Agreement. Such withdrawal shall be accomplished by the following:
 - (i) written notice by the withdrawing Participating Employer of such withdrawal given to the Trustee and the Company at least thirty days prior to the effective date of such withdrawal or such shorter period as is agreed to;
 - (ii) a Direction from the Company to segregate those assets of the Trust Fund allocable to the Plan Members employed by the Participating Employer at the effective date of withdrawal (the "Segregated Assets"); and
 - (iii) delivery to the Trustee of evidence that a successor trust agreement, in form and substance satisfactory to the Trustee, between the withdrawing Participating Employer and a successor trustee has been established pursuant to the Tax Act.

Upon compliance with the foregoing to its satisfaction, the Trustee shall assign, transfer and pay over to the successor trustee the Segregated Assets.

15. NOTICES

15.1 Notice

Any notice, demand or other communication (in this section, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person during normal business hours on a business day and left with a receptionist or other responsible employee or representative of the relevant party at the applicable address set forth below;
- (b) sent by prepaid first class mail; or
- (c) sent by any electronic means of sending messages, including telex or facsimile transmission, which produces a paper record

("Electronic Transmission") during normal business hours on a business day charges prepaid and confirmed by prepaid first class mail;

in the case of a notice to the Company, or any Participating Employer, addressed to it at:

Attention:

Facsimile No.:

and in the case of a notice to the Trustee, addressed to it at:

Canadian Western Trust Company
Registered Plan Trust Services
750 Cambie St.
Suite 300
Vancouver, British Columbia
V6B 0A2

Attention: Assistant Vice-President, Registered Plan Trust
Services

Facsimile No.: (416) 983-2044

Each notice sent in accordance with this section shall be deemed to have been received:

- (d) on the day it was delivered;
- (e) on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); or
- (f) on the same day that it was sent by Electronic Transmission if sent prior to the close of business on that day, or on the first business day thereafter if sent after the close of business or if the day on which it was sent by Electronic Transmission was not a business day.

Either party may change its address for notice by giving notice to the other parties as provided in this section.

16. MISCELLANEOUS

- 16.1** If any part of this Agreement shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof, but such part shall be fully severable and this Agreement shall be construed and enforced as if such invalid or unenforceable part had not been contained herein.
- 16.2** The headings used herein are intended for convenience of reference only and shall not affect the interpretation or construction of this Agreement in any manner whatsoever.
- 16.3** This Agreement shall be construed, administered and enforced according to the laws of the Province of Ontario and the parties hereto hereby attorn to the jurisdiction of the Courts of such Province.
- 16.4** Subject to section 10 hereof, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 16.5** This Agreement, and any Schedules attached hereto, may be executed in any number of counterparts, and any such counterparts or group of counterparts shall be deemed an original if it has been signed and delivered by all parties hereto.
- 16.6** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers or members thereunto duly authorized as of the day and year first written above.

(INSERT COMPANY)

Per: _____

Per: _____

**CANADIAN WESTERN TRUST
COMPANY**

Per: _____

Per: _____

SCHEDULE "A"

COPY OF PLAN

SCHEDULE "B"

ACKNOWLEDGEMENT BY PARTICIPATING EMPLOYER

The undersigned, having been permitted to become a "Participating Employer" under the **[insert name of deferred profit sharing plan]** (the "Plan"), does hereby acknowledge and confirm that the Board of Directors of the undersigned has approved the participation of the undersigned in the Plan as a Participating Employer. The undersigned agrees to be bound by all of the terms and conditions of the Trust Agreement, dated _____, between **[insert company]** and Canadian Western Trust Company as the same may be amended from time to time, as if a party thereto.

DATED at _____ this ____ day of _____, _____.

[name of Participating Employer]

Per: _____