MERCER

Human Resource Consulting

Élyse Morin, FSA, FCIA

1981 McGill College Avenue
Suite 800
Montreal, Quebec H3A 3T5
514 841 7852
Fax 514 285 8831
elyse.morin@mercer.com
www.mercerHR.ca

MMC Marsh & McLennan Companies

IVACO INC.

R E S O L U T I O N

Salaried Pension Plan - Restatement

WHEREAS Ivaco Inc. has adopted a Pension Plan to provide pension benefits for its salaried employees; and

WHEREAS amendments to the said Pension Plan are needed in order to comply with new Income Tax regulations and with the Pension Benefits Act of New Brunswick;

NOW, THEREFORE, BE IT RESOLVED:

THAT a new restated version of the Pension Plan for Salaried Employees for Ivaco Inc. and Participating Subsidiary Companies, as submitted to this meeting, copy of which shall be kept in the Secretary's files, be adopted with effect from January 1, 1992 and in respect of members who will retire, die or otherwise terminate their employment on or after that date; and

THAT any director or officer of the Corporation be and he is hereby authorized for and on behalf of the Corporation to sign any such documents and do any such things as he may, in his discretion, deem necessary to give effect to this resolution.

I, Guy-Paul Massicotte, General Counsel and Secretary of Ivaco Inc., hereby certify that the above is a true and correct copy of a resolution adopted by the Directors of the Corporation at a regular meeting of the Board of Directors held on February 28, 1994 and that said resolution is in full force and effect, unamended, as at the date hereof.

DATED this 2nd day of March, 1994.

Guy-Paul Massicotte

MC3456

PENSION PLAN

FOR SALARIED EMPLOYEES

OF IVACO INC.

AND PARTICIPATING SUBSIDIARY COMPANIES

I certify that the foregoing is a true copy of the Plan.

Albert A. Kassab
Vice-President and Chief
Financial Officer

Restated version as of January 1, 1992

CONTENTS

Section		Page
I	DEFINITIONS	1
II	EFFECTIVE DATE	9
III	MEMBERSHIP	10
IV	ENTITLEMENT TO BENEFITS	14
V	AMOUNT OF BENEFITS	19
VI	CONTINUOUS AND CREDITED SERVICE	27
VII	NORMAL AND OPTIONAL FORMS OF PAYMENTS	30
VIII	CONTRIBUTIONS TO THE FUND	32
IX	ADMINISTRATION OF THE PLAN	34
X	GENERAL PROVISIONS	37
XI	AMENDMENT OR TERMINATION OF THE PLAN	41
XII	SPECIAL RULES FOR NON-SALARIED SERVICE	43
XIII	SPECIAL RULES FOR PERSONS EMPLOYED IN THE PROVINCE OF QUEBEC	46
XIV	SPECIAL PROVISIONS FOR MANITOBA MEMBERS	53
XV	TRANSFERS FROM FEDERAL BOLT & NUT	57
XVI	SPECIAL PROVISIONS FOR ALBERTA MEMBERS	62
XVII	SPECIAL PROVISIONS FOR ONTARIO MEMBERS	67
XVIII	SPECIAL PROVISIONS FOR NOVA SCOTIA MEMBERS	72
XIX	CAPITAL ACCUMULATION PROGRAM	76
XX	PENSION COMMITTEE	79
XXI	SPECIAL PROVISIONS FOR NEW BRUNSWICK MEMBERS	89
XXII	SPECIAL PROVISIONS FOR BRITISH COLUMBIA MEMBERS	94

Appendix I Participating Employers, Divisions, Etc.
Appendix II Transfers from Federal Bolt & Nut
Appendix III Transfers for Federal Bolt & Nut

SECTION I

DEFINITIONS

In this Plan the following terms shall have the following meaning:

1.1 **"Accrued Pension"**, the pension accumulated to the date the Member's Continuous Service is broken, as defined in Sub-section 5.6.

1.2 **"Actuarial Equivalent"**, a benefit of equal value computed using such methods and assumptions as may be adopted by the Administrator for the purposes of the Plan, subject to any requirements of the Pension Benefits Act and of the Income Tax Act.

1.3 **"Actuary"**, a fellow of the Canadian Institute of Actuaries or a firm employing such a person appointed by the Company as Actuary for the Plan.

1.4 **"Administrator"**, the person or legal body charged with the legal responsibility of the administration of the Plan as provided in Sub-section 9.1.

1.5 **"Affiliated Company"**, the Company and any of its subsidiaries, whether in Canada or elsewhere, whether participating in the Plan or not.

1.6 **"Average Terminal Earnings"**, subject to the maximum stated below, the annual average of the highest remunerated 5 consecutive calendar years of Earnings in the last 10 calendar years of Continuous Service as a Salaried and/or Part-Time Employee or, if greater, of the last 60 months of Continuous Service as a Salaried and/or Part-Time Employee, the figures of 5 years, 10 years and 60 months being reduced accordingly where the number of years of such Continuous Service is less.

For a Member, for whom either Section XIII, XIV, XVI, XVII, XVIII, XXI or XXII applies, (i.e. working in the province of Québec, Manitoba, Alberta, Ontario, Nova Scotia, New Brunswick or British Columbia) who is employed on a less than full-time basis, Average Terminal Earnings are calculated after an annualizing adjustment to the Earnings for each calendar year or part thereof for which the average is taken, such that the Earnings are multiplied by the ratio of the hours regularly scheduled to be worked in that year or part thereof by full-time employees in the same category of employment to the actual hours worked by the Member during that year or part thereof.

Members who are absent from work because they are in receipt of Long Term Disability benefits or because they are disabled and are in receipt of periodic payments under Workmen's Compensation legislation or CSST or because they have an approved leave of absence without pay of less than two years following which they immediately return to work and continue in employment for a period at least equal to their leave of absence shall be deemed to be receiving Earnings during such absence at the rate they were receiving immediately before such absence in the case of basic salary and at the average rate they received in the twelve months (or the period of employment if less than twelve months) immediately preceding the occurrence of disability or of being granted leave of absence, as the case may be, in the case of all other remuneration.

Notwithstanding the foregoing, Average Terminal Earnings may never be greater than the Average Indexed Compensation. For the purposes of this Sub-section 1.6, Average Indexed Compensation means the highest average of the Indexed Compensation of any three non overlapping periods of 12 consecutive months each and Indexed Compensation means Earnings, but only to the extent paid by an Employer, indexed from the year of payment of those earnings, or 1986 if later, to the year Continuous Service is broken or, in the case of employees to whom Sub-section 13.9 applies, to the year of the Normal Retirement Date, in accordance with the average wage, as defined in the Income Tax Act.

1.7 **"Base Pay"**, For the purposes of Section XIX basic salary and commissions paid by an Affiliated Company but excluding any income attributable to stock options or overtime, bonuses, incentive bonuses or any other extraordinary compensation or taxable benefits. Provided, however, that for the purposes of this Plan, commissions shall exclude, in the case of employees who do not account separately to the Employer for their expenses, one third of the commission received.

1.8 **"Beneficiary"**, a beneficiary designated by a Member in accordance with Sub-section 10.8.

1.9 **"Capital Accumulation Account"**, the account described in Section XIX.

1.10 **"Capital Accumulation Pension"**, for the purposes of Section XIX a lifetime pension payable to the Member or his Spouse with or without a guaranteed period and with or without reversion to a Contingent Annuitant, as the case may be, which shall be the Actuarial Equivalent of the Member's Capital Accumulation Account at the time the pension commences to be payable.

1.11 **"Capital Accumulation Program"**, The program described in Section XIX.

1.12 **"C/QPP, OR Canada/Québec Pension Plan"**, the pension (expressed as the annual amount) provided by the Canada and/or Québec Pension Plan to the Member as calculated in Sub-section 5.7.

1.13 **"Company"**, Ivaco Inc. with head office at 770 Sherbrooke Street West in Montréal or any successor company by change of name, purchase, merger, or otherwise.

1.14 **"Continuous Service"**, the period of uninterrupted employment with one or more Affiliated Companies, as a full-time permanent employee, as defined in Sub-section 6.1.

1.15 **"Commuted Value"**, the lump sum Actuarial Equivalent of the Member's benefits for his Credited Service up to the date of determination or for such part thereof as may be specified, which shall be calculated, in the event of the Member's death, as if he were alive. Where applicable, interest shall be credited on the Commuted Value, based on rate of interest used to calculate such value from the date as of which the calculation was made up to the date of payment or transfer as the case may be.

1.16 **"Credited Service"**, the sum of Credited Past Service and of Credited Future Service.

1.17 **"Credited Future Service"**, the period of Continuous Service after the Employer Participation Date, credited in accordance with Sub-section 6.3.

1.18 **"Credited Past Service"**, the period of Continuous Service before the Employer Participation Date, credited in accordance with Sub-section 6.2.

1.19 **"Disability"**, a physical or mental impairment that has continued for twenty-six continuous weeks and which in the opinion of the Administrator, based on a written certification of a medical doctor licensed to practice under the laws of a province of Canada or of the place where the Member resides, prevents the Member from performing the duties of his occupation for the ensuing 24 months and thereafter prevents him from engaging in any occupation for which he is reasonably suited by education, training or experience. "Disabled" has a corresponding meaning.

1.20 "Earnings", basic salary, overtime, bonuses, incentive bonuses and commissions paid by an Affiliated Company but excluding any income attributable to stock options or any other extraordinary compensation or taxable benefits. Provided, however, that for the purposes of this Plan, commissions shall exclude, in the case of employees who do not account separately to the Employer for their expenses, one third of the commission received.

1.21 "Effective Date", the effective date as defined in Section II.

1.22 **"Employer"**, such units of the Company or of its subsidiaries in Canada as may from time to time participate in the Plan by resolution of the Board of Directors of the subsidiary and subject to the approval by the Board of Directors of the Company. For this purpose a unit may represent a division, plant or location, or any other unit of subdivision as the Company or subsidiary may determine, as specified in said resolution, and as set out in Appendix I hereto.

1.23 **"Employer Participation Date"**, the date from which a particular Employer adopts the Plan which may be the Effective Date or such later date as the Board of Directors of the Company may permit as shown in Appendix I of the Plan. An Employer may have different Employer Participation Dates in respect of different divisions, plants or locations.

1.24 **"Former Member"**, a person whose Continuous Service is broken, who is entitled to a deferred pension in accordance with the provisions of Sub-sections 4.4 and 5.4 and who is not a Retired Member.

1.25 **"Fund"**, the trust fund of the Pension Plan for Salaried Employees of Ivaco Inc. and participating subsidiary Companies.

1.26 "Funding Agent", an insurance company authorized to carry on a life insurance business in Canada, a trust company, or a group of at least 3 individuals resident in Canada, at least one of whom is independent of the Company and includes any combination or successors thereof appointed by the Administrator to hold and administer the Fund.

1.27 **"Funding Agreement"**, any agreement or agreements now or hereafter executed between the Administrator and the Funding Agent for purposes of this Plan.

1.28 **"Income Tax Act"**, the Income Tax Act, Statutes of Canada and the Regulations thereunder, and where applicable includes the provisions of Information Circular 72-13R8 issued by the Department of National Revenue, as amended or replaced from time to time.

1.29 **"Long Term Disability Plan"**, the Long Term Disability Plan of the Employer.

1.30 **"Member"**, an employee or a former employee who has become an Active Member of the Plan pursuant to Section III and who continues to be entitled to benefits under the Plan. "Member" excludes a person by whom or in respect of whom benefits have been transferred under Sub-section 4.8, Portability.

A Member shall be considered an Active Member until:

1) his period of continuous employment is terminated by reason of death, retirement or termination of employment, or

2) he no longer satisfies the definition of Salaried Employee for purposes of this Plan, or

3) he declines to be an Active Member as provided in Sub-section 3.3 or he is no longer eligible for Active Membership as provided in Sub-sections 3.2, 3.5, 13.6, 16.5, 17.5 or 18.5.

Active Membership has a corresponding meaning to Active Member. A Member who is not an Active Member shall be considered a Non-Active Member. A Non-Active Member may be a Former Member, a Retired Member or a Transferred Member, depending on the circumstances.

1.31 **"Normal Retirement Date"**, the first day of the month coinciding with or next following the Member's 65th birthday.

1.32 **"Part-Time Employee"**, for the purposes of Sections XIII, XIV, XVI, XVII, XVIII, XXI and XXII a permanent non-bargaining non-hourly rated employee of an Affiliated Company remunerated on either a salaried and/or a commission basis who is not classified as a full-time employee.

1.33 **"Past Service Limit Date"**, the date, if any, as listed in Appendix I, prior to which no past service is credited.

1.34 **"Pension Benefits Act"**, The Supplemental Pension Plans Act of Québec, or such other similar law of another province as may be applicable, and regulations thereunder as amended from time to time.

1.35 **"Plan"**, the Pension Plan for Salaried Employees of Ivaco Inc. and participating subsidiary companies, as set out in this document and as may be amended from time to time.

1.36 **"Prescribed"**, determined in accordance with and within the limits of the applicable Pension Benefits Act.

1.37 **"Québec Member"**, an Active Member who reports for work at an establishment of the Company located in Québec or, if not, who receives his remuneration from such an establishment, provided, in the latter case, he does not report for work at any other establishment of the Company, and a Non-Active Member who at the date he terminated employment was a Québec Member.

1.38 "**Retired Member**", a person formerly an Active Member, Former Member or Transferred Member, the payment of whose pension has begun.

1.39 "**Salaried Employee**", a full time permanent non bargaining non hourly rated employee of an Affiliated Company remunerated on either a salaried and/or a commission basis.

1.40 "**Transferred Member**", a person whose Active Membership has ceased by virtue of Sub-section 3.5, whose Continuous Service is not broken and who is not a Retired Member.

1.41 "**Unadjusted Pensionable Earnings**", the meaning given to such term in the Canada/Québec Pension Plan.

1.42 "**YMPE**", the Year's Maximum Pensionable Earnings of the Canada/Québec Pension Plan as defined in the respective Acts.

Terms in the masculine shall include the feminine and the singular the plural unless the context clearly indicates otherwise.

SECTION II

EFFECTIVE DATE

2.1 EFFECTIVE DATE

The Effective Date of the Plan is January 1, 1980.

The present text takes account of the requirements of the Income Tax Act and of the Pension Benefits Act of New Brunswick. All the provisions of this text are effective January 1, 1992 except where a different date is specified.

The provisions of this Plan do not apply to persons who ceased to be Active Members of the Plan before the effective date of the respective provisions unless specifically otherwise stated.

SECTION III

MEMBERSHIP

3.1 ELIGIBILITY

Subject to Sub-sections 3.2 and 3.3, all Salaried Employees as of January 1, 1990 who were Active Members of the Plan on December 31, 1989 continue as Active Members on January 1, 1990. All other Salaried Employees of an Employer hired before their 65th birthday are automatically Active Members of the Plan on the first day of the month, not to precede the Employer Participation Date, which coincides with or immediately follows the date on which they have completed one year of Continuous Service in which case, provided they become Active Members when first eligible, they may get credit, to the extent provided in Sub-section 6.2, for service before the date they became Active Members. Notwithstanding the foregoing, any Salaried Employee employed in the province of Québec and hired after his 64th birthday and after April 1, 1982, shall not be a Member of the Plan.

3.2 NON DUPLICATION OF MEMBERSHIP

No employee may be an Active Member of the Plan while he is an Active Member of another pension plan of his Employer. If the employee is eligible for Active Membership in more than one pension plan the Employer shall decide in which plan he shall participate.

3.3 OPTING OUT

An employee may decline to be an Active Member provided his decision be made in writing to the Administrator before or within a period of one month following the date on which he would first be eligible for membership. The Administrator may, at its discretion, permit an employee who has so declined, to become an Active Member as of a later date provided he is still otherwise eligible to do so and provided that in that event no period of Continuous Service before the date on which he becomes an Active Member may be counted as Credited Past Service.

3.4 NO WITHDRAWAL

No Member of the Plan may terminate his Active Membership except if his Continuous Service is broken or except as provided in Sub-sections 3.2 or 3.5.

3.5 TRANSFER TO NON PARTICIPATING EMPLOYMENT

A person shall cease to be an Active Member of the Plan when he is neither a Salaried Employee nor a Part-Time Employee whether or not he thereafter participates in another pension plan to which his Employer contributes. An Active Member who is transferred to an Affiliated Company which does not participate in the Plan or to another Employer under circumstances which do not entitle him to membership in the Plan shall thereupon cease to be an Active Member of the Plan.

3.6 RIGHTS OF TRANSFERRED MEMBERS

A Transferred Member whose Active Membership ceases by virtue of Sub-section 3.5 shall not lose any benefits accrued to him under the Plan to the date of such cessation. His entitlement to benefits under the Plan, if any, shall be determined at the date his Continuous Service is broken based on the provisions of the Plan in effect on the date of transfer, for bargaining and non-bargaining hourly rated employees, and based on the provisions of the Plan in effect on the date his Continuous Service is broken, for other employees.

His accumulated Credited Past Service and Credited Future Service shall remain to his credit but shall not continue to accrue. However, his Continuous Service shall continue to count until it is broken as provided in Sub-section 6.1. Earnings after transfer shall also count for purpose of determining Average Terminal Earnings except as provided in Sub-section 1.6.

cf Salaried employee

If at a later date a Transferred Member returns to employment such that he again becomes eligible for Active Membership he shall again become an Active Member and his Credited Future Service shall from such later date again continue to accrue and be added to the Credited Past Service he had accumulated to the date of his transfer.

3.7 **REHIRES**

(1) For all purposes of the Plan, if a person, other than a Retired Member, whose Continuous Service is broken later re-enters the service of an Employer and again becomes an Active Member of the Plan he will thereafter be treated as a new Member without regard to the period of his prior Active Membership.
This rule may, in special circumstances, be waived by the Company so as to treat his period or periods of prior Active Membership as continuous with his period of Active Membership after his latest date of hire provided however that no period of absence between the date his Continuous Service was broken and the date he was subsequently rehired shall be counted and that any such waiver shall be subject to the rules related to past service pension adjustment (as defined in the Income Tax Act) and to certification from Revenue Canada in respect of the Member.

(2) If a Québec Member, who is receiving a pension from the Plan or any other pension plan of the Employer, is re-hired by the Employer, the Member may elect either:

(a) to join the Plan immediately upon hire, in which case:

(i) he must elect either to transfer the Commuted Value of his pension in accordance with Sub-section 13.12 or to have his pension cease immediately;

(ii) if he elects to have his pension cease immediately, the amount thereof is not altered and recommences on his subsequent termination of Continuous Service; and

(iii) any benefit earned after the date of re-employment is calculated based on Continuous and Credited Service after that date, or

(b) to continue to receive his pension and not accrue further benefits during the period of re-employment.

(3) If a Member, other than a Québec Member, who is receiving a pension from the Plan or any other pension plan of the Employer, is re-hired by the Employer, the Member may elect either:

(a) to join the Plan immediately upon hire, in which case:

(i) his pension ceases immediately;

(ii) the amount of accrued pension will not be altered and recommences on his subsequent termination of Continuous Service; and

(iii) any benefit earned after the date of re-employment is calculated based on Continuous and Credited Service after that date, or

(b) to continue to receive his pension and not accrue further benefits during the period of re-employment.

SECTION IV

ENTITLEMENT TO BENEFITS

4.1 NORMAL RETIREMENT

A Member in the service of an Affiliated Company on his Normal Retirement Date will retire on that date subject to the provisions of Sub-section 4.3. He will then be entitled to benefits as provided in Sub-section 5.1.

4.2 EARLY RETIREMENT

A Member in the service of an Affiliated Company who has either completed 35 years of Continuous Service or has attained age 55 and entitled to a vested deferred pension as provided in Sub-section 4.4, subject to written application therefor, retire on the first day of any month following receipt by the Administrator of said application and before his Normal Retirement Date. He may also retire, even if he does not meet the foregoing conditions, if his effective date of retirement is on or after January 1, 1994 but before January 1, 1997, provided he has completed 30 years of Continuous Service on the effective date of his retirement. He shall then be entitled to benefits as provided in Sub-section 5.2.

4.3 DEFERRED RETIREMENT

A Member in the service of an Affiliated Company who has attained his Normal Retirement Date may, either in accordance with such laws as may apply or otherwise, at the Company's request, remain in service after that date, on a year to year basis. If he is still in service on December 1 of the calendar year of his 71st birthday, he will then be deemed to be retired. Except as otherwise provided in Sub-section 13.9 if applicable, he will be entitled to benefits, as provided in Sub-section 5.3, on such date, or on the date he retires, if earlier. If the Member's Continuous Service is broken before December 1 of the calendar year of his 71st birthday, on a day other than the first day of a month he shall be deemed to have retired on the first day of the month immediately following.

4.4 VESTING

A Member in the service of an Affiliated Company whose Continuous Service is broken other than by death before his Normal Retirement Date and who has

a) completed a continuous period, as defined in the Supplemental Pension Plans Act of Québec, of ten (10) years in the service of the Employer and attained the age of 45 years, or

b) completed ten years of Continuous Service, or

c) been an Active Member of the Plan or any other pension plan of an Employer for 24 continuous months

shall, unless he is eligible for and makes an election under Sub-section 4.2, receive a vested deferred annuity payable from his Normal Retirement Date and calculated as provided in Sub-section 5.4.

4.5 DEATH ON OR AFTER 10 YEARS OF SERVICE

In the event of the death of a Member in the service of an Affiliated Company who has at least 10 years of Continuous Service and who does not leave a Spouse, the Commuted Value of the Member's vested benefits in respect of Credited Service after December 31, 1986 will be paid in a lump sum to his Beneficiary or estate.

In the event of the death of a Member in the service of an Affiliated Company who has at least 10 years of Continuous Service and who leaves a Spouse, a monthly pension will be paid to the Spouse for the Spouse's remaining lifetime calculated as provided in Sub-section 5.5 or, where applicable, of a higher amount such that the Commuted Value is equal to the lump sum death benefit that would be paid if the deceased Member had not left a Spouse.

For the purposes of this Sub-section 4.5 a Spouse shall be a person of the opposite sex to the Member who, on the date of the Member's death, either

a) meets the definition of Spouse in Section XIII, XIV, XVII, XVIII or XXI whichever applies, or

b) if none of such sections apply,

   i) was married to, and not living separate and apart from the Member, or

   ii) if there is no person to whom paragraph i) applies, lived with the Member as husband and wife for the 2 year period immediately preceding the Member's death.

4.6 DEATH BEFORE 10 YEARS OF SERVICE

In the event of the death of a Member in the service of an Affiliated Company who has less than 10 years of Continuous Service, the Commuted Value of the Member's vested benefits, if any, in respect of Credited Service after December 31, 1986 will be paid in a lump sum to his Beneficiary or estate.

4.7 REMARRIAGE

Notwithstanding any prior provisions of the Plan, a Spouse's pension being paid under the Plan may not cease on account of a remarriage occurring on or after January 1, 1987 regardless whether the Member died or otherwise terminated employment before or after such date.

4.8 PORTABILITY

Except for a Québec Member, a Member who terminates his employment and has a vested entitlement to a deferred pension under Sub-section 4.4 but who is not entitled to an immediate pension under Sub-sections 4.1, 4.2 or 4.3, may elect to have the Commuted Value of such deferred pension:

(i) Transferred into another registered pension plan, providing the terms of the other pension plan permit such a transfer;

(ii) Transferred on a locked-in basis to a registered retirement funding arrangement that meets the requirements Prescribed under the Pension Benefits Act, or

(iii) Applied to purchase a deferred life annuity from an insurance company licensed to transact business in Canada, provided that the payment of the annuity will not commence until the Member has attained age 55.

Upon such transfer or payment, the individual shall cease to be a Member and shall have no further interest in the Plan.

Notwithstanding the foregoing, no transfer shall be made, except with the Company's consent, so long as the Member participates in a pension plan of any Affiliated Company.

Notwithstanding the foregoing, no amount may be transferred or applied to purchase a deferred life annuity in excess of such amounts as are permitted under the Income Tax Act.

The Administrator shall not authorize any payment under this Sub-section 4.8 except upon receipt of evidence that the funds will be administered in accordance with the Pension Benefits Act, if any. A transfer or purchase under this Sub-section 4.8 will be limited as Prescribed in the Pension Benefits Act if the restrictions of the Pension Benefits Act with regard to the solvency of the Plan have not been met.

An election under this Sub-section 4.8 shall be made in Prescribed form and within the Prescribed time limits. A Member who fails to notify the Administrator of the election as Prescribed will receive his or her pension entitlement from the Plan.

Notwithstanding the foregoing, where the Plan provides benefits, some or all of which are not locked-in by the Pension Benefits Act or which are not locked-in because no Pension Benefits Act applies, the Member to whom this Sub-section applies may elect, subject to Administrator consent, to have the Commuted Value of such benefits as are not locked-in, or of such part of them as the Administrator may stipulate, transferred to any Registered Retirement Savings Plan of his choice.

4.9 LIMITATION OF BENEFITS

No benefits may be paid from the Plan except as expressly provided in the Plan.

SECTION V

AMOUNT OF BENEFITS

5.1 NORMAL RETIREMENT PENSION

On retirement on his Normal Retirement Date a Member will receive an immediate lifetime pension, in the normal form, as defined in Sub-section 7.1, the annual amount of which shall be equal to his Accrued Pension.

5.2 EARLY RETIREMENT PENSION

A Member who, in accordance with Sub-section 4.2 retires before his Normal Retirement Date will receive an immediate lifetime pension, in the normal form, as defined in Sub-section 7.1, the annual amount of which shall be equal to the following:

(a) If he retires after having attained age 60 years and after having completed 10 years of Continuous Service - his Accrued Pension.

(b) If he retires before having attained age 60 years but either

i) after having completed 35 years of Continuous Service, or

ii) if he retires on or after January 1, 1994 but before January 1, 1997, after having completed 30 years of Continuous Service,

his Accrued Pension.

(c) If he retires before having attained age 60 years, before meeting the conditions of paragraph (b) foregoing, but after having completed 10 years of Continuous Service - his

Accrued Pension reduced by 1/2% for each month by which his actual date of retirement precedes the first day of the month coinciding with or next following his 60th birthday.

(d) If he retires before having completed 10 years of Continuous Service - his Accrued Pension reduced by 1/2% for each month by which his actual date of retirement precedes his Normal Retirement Date.

Provided, however, that in special circumstances, at the sole discretion of the Company, the annual amount of pension of a Member, other than a Member working in the province of Ontario, may be greater than described in the foregoing but in any event not greater than the Accrued Pension reduced, if the pension commencement date precedes the earliest of the days on which:

i) the Member will attain age 60;

ii) the Member's age plus Continuous Service would have equalled 80; and

iii) the Member would have completed 30 years of Continuous Service,

by 1/4 of 1% for each month, full or partial, by which the pension commencement date precedes that day, provided that no reduction applies in the case of a pension payable as a result of Total and Permanent Disability.

5.3 DEFERRED RETIREMENT PENSION

Except as otherwise provided in Sub-section 13.9, if applicable, a Member who retires after his Normal Retirement Date shall receive an immediate lifetime pension, in the normal form, as defined in Sub-section 7.1, the annual amount of which shall be equal to his Accrued Pension.

5.4 DEFERRED ANNUITY

The annual amount of the vested deferred annuity, payable in the normal form defined in Sub-section 7.1, shall be equal to

(a) If the Member qualifies under paragraphs (a) or (b) of Sub-section 4.4, the Member's Accrued Pension

(b) If the Member does not qualify under either paragraph (a) or (b) of Sub-section 4.4, the Member's Accrued Pension for Credited Service after December 31, 1986

For the purposes of this Sub-section 5.4, the Member's Accrued Pension for Credited Service after December 31, 1986, shall represent the excess of:

i) the Member's Accrued Pension for all Credited Service, over

ii) the Member's Accrued Pension for Credited Service to December 31, 1986,

and for the purposes of Paragraph ii) foregoing the Member's Accrued Pension shall be calculated in accordance with the provisions of the Plan in effect on December 31, 1991.

5.5 SURVIVOR'S PENSION

The amount of the monthly pension payable in accordance with Sub-section 4.5 to the Spouse is equal to 50% of the monthly Accrued Pension under the provisions of Sub-section 5.6 as of the date of death of the Member.

5.6 ACCRUED PENSION

Subject to the provisions of Sub-section 13.9, the Member's annual Accrued Pension shall be equal to 1 1/4% of the Member's Average Terminal Earnings multiplied by the number of years of the Member's Credited Service less 75% of 1/35 of the Canada/Québec Pension Plan benefits multiplied by the number of years of the Member's Credited Service up to a maximum of 35 such years. Where so indicated the Accrued Pension may be calculated in respect of a part only, as defined by the Company, of the Member's Credited Service.

5.7 CANADA/QUÉBEC PENSION PLAN

The benefits due to a Member from the Canada and/or Québec Pension Plan, as may apply, shall, for the purposes of this Section V be determined as follows:

a) calculated as of the date on which his Continuous Service is broken or on which he is neither a Salaried Employee nor a Part-Time Employee if earlier;

b) based on the provisions of the Canada and/or Québec Pension Plan as in effect on said date;

c) as if, on said date, he had reached the age he would attain on his Normal Retirement Date except if said date falls after his Normal Retirement Date;

d) as if he had contributed to the Canada and/or Québec Pension Plan, in every year in which he was eligible to do so up to said date;

e) as if his Unadjusted Pensionable Earnings, other than his last three full years of Credited Service, in any given year had been equal to the product of the YMPE in that given year by the factor described below.

   The factor is the average for the last three full years of Credited Service of the ratio of Unadjusted Pensionable Earnings to the YMPE.

5.8 MAXIMUM PENSION

1) Maximum Lifetime Pension

Notwithstanding any other provision of this Plan to the contrary, the annual lifetime pension payable to a Member under this Plan in the form of pension to be paid to the Member, including a pension payable under any other registered pension plan sponsored by the Company and any portion of pension payable to a Member's Spouse or former Spouse pursuant to Sub-section 10.5 b), determined at the time Continuous Service is broken or, in the case of employees to whom Sub-section 13.9 applies, determined at the Normal Retirement Date, shall not exceed the least of

a) $1,715 multiplied by the number of years of pensionable service;

b) $60,000;

c) 70% of the highest average of the Earnings in any three consecutive calendar years;

d) 2% of the highest average of the Earnings in any three consecutive calendar years multiplied by the years of pensionable service;

reduced, if the pension commencement date precedes the earliest of the days on which:

i) the Member will attain age 60;

ii) the Member's age plus Continuous Service would have equalled 80; and

iii) the Member would have completed 30 years of Continuous Service, by 1/4 of 1% for each month, full or partial, by which the pension commencement date precedes that day, provided that no reduction applies in the case of a pension payable as a result of Total and Permanent Disability.

Sub-sections 5.8(1) and 5.8(2) do not apply to additional benefits payable as a result of any Actuarial Equivalent increase due to deferral of pension commencement after Normal Retirement Date nor does it apply to that portion, if any, of the pension derived from the Capital Accumulation Program, except for Company contributions made before 1992, or from a Member's voluntary contributions.

2) Combined Maximum Bridge and Lifetime Pension for post-1991 Service

The annual amount of pension payable under Sub-section 5.10, in combination with the annual lifetime pension payable under Sub-section 5.1, 5.2, 5.3, 5.4, 5.9 and 5.11 and under an associated defined benefit provision (as defined for this purpose by the Income Tax Act) of another pension plan, all provided in respect of periods after December 31, 1991, shall not exceed (i) plus (ii) as follows:

(i) $1,715 multiplied by the Pensionable service of the Member after December 31, 1991; plus

(ii) 1/35th of 25% of the average of the YMPE for the year of retirement and each of the 2 immediately preceding years, multiplied by the pensionable service of the Member after December 31, 1991, not exceeding 35 years.

3) Pensionable service

Pensionable service for the purposes of this Sub-section 5.8 shall include Credited Past Service, Credited Future Service and any similar pensionable service under a former pension plan.

5.9 MINIMUM PENSION FOR EMPLOYEES TRANSFERRED TO BARGAINING STATUS

a 65

The Accrued Pension of a Transferred Member who, when his ~~Continuous Service~~ was broken was either a member of a bargaining unit or an hourly rated employee shall be no less than would have been provided by the pension plan, if any, for said bargaining unit or for hourly rated employees, as the case may be, in respect of the period of his Credited Past Service and of Credited Future Service as if during such period he had been either a member of said bargaining unit or an hourly rated employee, as applicable, and either a Salaried Employee or a Part-Time Employee.

Inclut 8 & T.

Where the present Sub-section 5.9 has the effect that an amendment to another pension plan of the Company results in a certifiable past service pension adjustment (as defined in the Income Tax Act) under this Plan, the provisions of this Sub-section 5.9 shall be deemed not to apply to the benefits of a Member in respect of said amendment unless and until certification for the application of this section in respect of the Member has been received from Revenue Canada.

5.10 SUPPLEMENTAL BRIDGE BENEFIT

A Member who retires before his Normal Retirement Date after having met the conditions of Paragraphs (a) or (b) of Sub-section 5.2 will receive, in addition to the benefits of Sub-section 5.2 and of Sub-section 5.11, a supplemental bridge benefit payable each month from his retirement up to but not including his Normal Retirement Date or up to, if earlier, the first day of the month of his death equal to $20 per month multiplied by the number of years of his Credited Service up to a maximum of $700 per month less any supplemental bridge benefit payable under any other pension plan or plans of an Affiliated Company.

The annual supplemental bridge benefit payable under this Sub-section 5.10 shall not exceed the sum of the maximum benefits payable to the Member under the Canada Pension Plan or Québec Pension Plan as applicable and the maximum Old Age Security benefit payable to individuals aged 65 as at the Member's pension commencement date, reduced proportionately in the case of a Member who has completed less than 10 years of pensionable service as at that date. The maximum bridge benefit so determined shall be further reduced by 1/4 of 1% for each month by which the Member's pension commencement date precedes his attainment of age 60.

5.11 **MINIMUM MONTHLY PENSION**

A Member who retires in the period from December 1, 1988 to November 30, 1998 inclusive either on his Normal Retirement Date or after having met the conditions of Paragraphs (a) or (b) of Sub-section 5.2 will receive, if applicable, an additional pension the annual amount of which will be equal to the excess, if any, of the product of $420 and of the number of years of Credited Service before December 1, 1988 over the Accrued Pension in respect of Credited Service before December 1, 1988.

5.12 In no event shall the benefit accrued by a Member in a Plan Year under Section V plus the contributions made by him or on his behalf under Section XIX for such Plan Year, result in a pension adjustment for the Member as defined in the Income Tax Act in excess of the limits for the year prescribed by the Income Tax Act.

SECTION VI

CONTINUOUS AND CREDITED SERVICE

6.1 CONTINUOUS SERVICE

Continuous Service shall mean uninterrupted employment with any one or more Affiliated Companies or their predecessors as a full-time permanent employee including, without restricting the generality of the term, employment as a full-time permanent employee in a non salaried or bargaining status or with a non participating Affiliated Company, whether in Canada or outside Canada, or as a participant in another pension plan of his Employer. Absence without pay either due to disability during which the Member is deemed disabled as defined in the Long Term Disability Plan or due to a leave of absence of less than two years approved by the Company following which he immediately returns to work and continues in employment either to his Normal Retirement Date or for a period equal to his absence shall be included in Continuous Service.

A person shall be deemed disabled for the purposes of the Long Term Disability Plan as long as he receives benefits or, if he receives no benefits solely because of the provisions of the offset for government benefits, as long as he is considered disabled by the insurer for the Long Term Disability Plan or if there is no insurer, by the Company.

Continuous Service shall be broken or deemed broken by

a) Resignation
b) Death
c) Retirement
d) Dismissal for Cause
e) Transfer to employment other than permanent status
f) Failure to return to active employment within 3 months of cessation of disability as defined in the Long Term Disability Plan
g) Leave of absence without pay of 2 years or more

h) Failure to return to active employment immediately upon the expiration of an approved leave of absence
i) Reaching the December 1 of the calendar year of the Member's 71st birthday
j) Attainment of age 65 while deemed disabled as defined in the Long Term Disability Plan.

6.2 CREDITED PAST SERVICE

Subject to Sub-sections 6.4, 12.2 and 15.5, Credited Past Service shall mean Continuous Service as a Salaried Employee of an Employer or of a predecessor corporation from the first of the month coinciding with or following

(a) The date of hire or, if later, the Past Service Limit Date, if any, to
(b) The date the employee becomes an Active Member.

However, employees who decline to join the Plan when first eligible shall not have any Credited Past Service.

6.3 CREDITED FUTURE SERVICE

Subject to Sub-sections 6.4 and 12.2, Credited Future Service shall mean Continuous Service from the date the employee becomes an Active Member until the date his Active Membership ceases but excluding any month during the whole of which the Active Member was absent without pay other than because of disability during which the Member is disabled and in receipt of benefits from the Long Term Disability Plan. In the case of employees whose Active Membership ceases, but where Continuous Service is not broken, and who later again become Active Members, Credited Future Service shall include the various periods of Active Membership.

Credited Future Service shall also include such periods of leave of absence required by law to be granted without impairing employment rights or benefits.

6.4 RULES FOR DETERMINATION OF CREDITED SERVICE

Years of Credited Past Service and of Credited Future Service shall include calendar months expressed as an appropriate fraction of a year.

Notwithstanding the provisions of Sub-sections 6.2 and 6.3, Credited Future Service will be determined for each calendar year during which the Member is employed on a less than full-time basis by multiplying the length of Continuous Service in that calendar year during which he was an Active Member by the ratio of his actual regular hours worked in the period of his Active Membership in that calendar year to the hours regularly scheduled to be worked in that period by full-time employees in the same category of employment and rounding the result to the nearest month.

In respect of periods of absence after December 31, 1990, the aggregate of Credited Service for leaves of absence without pay is limited to a maximum full-time equivalent of 5 years, plus an additional 3 years credited in respect of absences that occur within the 12 month period which commences at the time of the birth or adoption of a child of the Member.

SECTION VII

NORMAL AND OPTIONAL FORMS OF PAYMENT

7.1 NORMAL FORM

Except for benefits under Section XV, the normal form of pension of the Plan is an annuity payable only for the lifetime of the Member. The amount of monthly pension shall be uniform except as provided in Sub-section 5.10.

7.2 OPTIONAL FORM

The Member may, by written notice filed with the Administrator at least one year before the earlier of the date the payment of the benefits are due to commence and the Normal Retirement Date, elect that his pension be paid in one of the optional forms as described in Sub-sections 7.3, 7.4 or 7.5. The Administrator may, in special circumstances and at its sole discretion, accept a written notice filed later than as provided above but in any event before the date payments are due to commence.

The pension paid in one of the optional forms shall be the Actuarial Equivalent of that payable in the normal form.

An election made for an optional form of payment may be rescinded at any time up to one year before the earlier of the date the payment of the benefits is due to commence and the Normal Retirement Date.

7.3 GUARANTEED LIFE ANNUITY

A guaranteed life annuity provides that in the event of the death of the Retired Member before pension payments have been made for the guaranteed period they will be continued to the

Retired Member's estate or designated Beneficiary for the balance of such guaranteed period.

The only periods of guarantee available in the Plan are 60 months, 120 months and 180 months.

7.4 JOINT AND SURVIVOR ANNUITY

Joint and survivor annuities provide that following the death of the Retired Member the pension being paid to him or 50% or 66 2/3% thereof, depending on the election, will continue to be paid for the remaining lifetime of the Contingent Annuitant provided the latter has survived him.

The Contingent Annuitant may be the Spouse or other dependent named by the Member at the time of the election.

In the event of the death of the Contingent Annuitant before the payment of the pension is due to commence the election shall be deemed null and void.

7.5 ANNUITY INTEGRATED WITH OLD AGE SECURITY

An annuity integrated with Old Age Security, provides that the pension payable before the date the Retired Member would be entitled to such Old Age Security will be reduced from such date by the amount of such Old Age Security. The date from which the Retired Member would be entitled to the Old Age Security and the amount thereof shall be based on the provisions of the Old Age Security Act and on the level of benefit as in effect as of the date of retirement and shall not be affected by any subsequent amendments to the Act or by the periodic revisions in benefits.

SECTION VIII

CONTRIBUTIONS

8.1 EMPLOYEE CONTRIBUTIONS

Members do not make contributions except as provided in Sub-section 8.3 and in Section XIX.

8.2 EMPLOYER CONTRIBUTIONS

The Employer shall make contributions to the Fund in such amounts, as are necessary to provide pension and other benefits accruing to or in respect of Members during the current year under the Plan and to provide for the proper amortization of any unfunded liability, in accordance with the Pension Benefits Act, except that any actuarial surplus revealed by an actuarial valuation may be used in whole or in part by the Employer to reduce such contributions. The Employer's Contributions shall be paid monthly within the Prescribed limits.

No contribution shall be made by the Employer to the Fund, unless it is an eligible contribution under the Income Tax Act.

8.3 EMPLOYEE VOLUNTARY CONTRIBUTIONS MADE PRIOR TO DECEMBER 1988

Members may, notwithstanding Sub-section 8.1, make voluntary contributions up to but not beyond November 30, 1988 so as to increase the benefits they may receive from the Plan. Voluntary contributions under this Sub-section are subject to the following conditions

a) Contributions in respect of current service must be made by payroll deduction.

b) The Company shall determine the rules governing the election of any contributions to be made by payroll deduction including the advance notice needed and the frequency of any changes.

c) Voluntary contributions may be made in any year up to the amount that may be deducted from income in respect of that year in accordance with the provisions of the Income Tax Act and regulations as in effect from time to time.

8.4 BENEFITS RELATED TO EMPLOYEE VOLUNTARY CONTRIBUTIONS MADE PRIOR TO DECEMBER 1988

In addition to the benefits provided in the other sections of the Plan a Member who has made voluntary contributions under Sub-section 8.3 will receive, when his Continuous Service is broken, a lump sum representing the accumulated value of his contributions except that if his Continuous Service is broken by death such lump sum shall be paid to the Member's estate or designated Beneficiary.

The accumulated value of contributions shall be calculated upon rules determined by the Administrator from time to time based upon the yield of the Fund.

A Member whose Continuous Service is broken, may elect, in lieu of a lump sum refund, that such lump sum be transferred to a Registered Retirement Savings Plan of his choice or to the registered pension plan of his new employer, provided the latter plan permits it, and subject to any requirements of the pertinent taxing authorities.

8.5 OPTIONAL WITHDRAWAL OF EMPLOYEE VOLUNTARY CONTRIBUTIONS MADE PRIOR TO DECEMBER 1988

Effective April 1, 1993, a Member whose Continuous Service is not broken may elect to receive a lump sum representing the accumulated value of his contributions under Sub-section 8.3 in which case the provisions of Sub-section 8.4 shall apply as if his Continuous Service had been broken on the date of such election.

SECTION IX

ADMINISTRATION OF THE PLAN

9.1 ADMINISTRATOR

The Administrator of the Plan shall be the Company until December 31, 1990 and the Pension Committee from January 1, 1991.

The Pension Committee's constitution, powers, functions and rules of procedure are described in Section XX.

9.2 THE FUND

All Employers' and Members' contributions and all earnings or profits derived therefrom will be paid into the Fund and all benefits paid from the Fund, subject to the re-insuring of any benefits. All payments will be made in Canadian currency.

9.3 ADMINISTRATION OF THE FUND

The Fund shall be administered by the Funding Agent in accordance with the Funding Agreement. The Fund shall be invested in conformity with the investment policy and the Pension Benefits Act.

9.4 ADMINISTRATIVE POWERS

The Administrator shall administer the Plan and shall have the powers necessary to enable it to carry out properly its duties, including but not limited to the power:

i) To determine the nature and extent of the investments;
ii) To authorize all disbursements;

iii) To insure or re-insure any benefits;

iv) To determine matters of policy and questions involving the interpretation and application of the Plan; and

v) To construct such rules and regulations as it shall reasonably require for its own procedures.

9.5 WRITTEN ELECTION

Any designation or election shall be made in writing to the Administrator on such forms, if any, as the Administrator may prescribe and shall only be considered to be in force after due confirmation in writing from the Administrator.

9.6 FISCAL YEARS

The fiscal year of the Plan shall be the calendar year. The fiscal year of the Fund shall be the calendar year.

9.7 ADDRESS AND MAILING OF NOTICES AND CHEQUES

Every Retired or Former Member must provide the Administrator with a mailing address. Every notice required or approved in accordance with the provisions hereunder will be deemed to have been validly given if it has been sent by ordinary mail to the address provided by such Members. If a cheque sent by ordinary mail to the address provided is returned, the mailing of further cheques will thereupon be suspended.

9.8 FALSE DECLARATION

If it is found that the age of a Member, or any other fact which may affect the amount or date of payment of benefits under the Plan is incorrect, the amount that will be paid shall not be higher than that which would have been paid on the basis of correct information. Any excess payment made to a Member or other persons may be deducted from future payments to be made to that Member or to another person or may be recovered in any other manner which may appear equitable.

9.9 The administrative costs of the Plan may, at the discretion of the Company, be paid either directly by the Employer or from the Fund.

9.10 Any surplus that is determined by an actuarial valuation may be refunded to the Employers at their request but only to the extent that any applicable laws permit such a refund.

SECTION X

GENERAL PROVISIONS

10.1 DUE DATES

The pension will normally be paid in monthly installments. The first payment will be due on the date of retirement or, in the case of deferred annuities, on the Normal Retirement Date; the last payment will be due on the first day of the month preceding the date of the death of the Retired Member, the date of death of the Contingent Annuitant, or the date of expiry of the guaranteed period, whichever is the latest.

10.2 SMALL PENSIONS

If any monthly pension provided under this Plan is less than $25.00, at the discretion of the Administrator, the Commuted Value may be paid in full discharge of all liability in respect of benefits hereunder.

10.3 FACILITY OF PAYMENT

If the Administrator receives evidence satisfactory to it that a person entitled to receive any benefit hereunder is physically or mentally incompetent to receive such benefit and to give a valid release therefor, or is a minor, and that another person or an institution is then maintaining or has custody of such person and that no tutor, curator, guardian, committee or other representatives of such person has been duly and legally appointed, the Administrator may authorize payment of such benefit to such other person or institution, and the release of such other person or institution shall be valid and complete discharge for the payment of such benefit.

10.4 PROOF OF AGE, ETC.

Before becoming entitled to any benefits under this Plan, the Member or other recipient thereof shall furnish the Employer with such information, including but not limited to proof of age, relating to himself and any Contingent Annuitant, as it shall require.

10.5 a) NON-ALIENATION

Except as specified in Sub-section 10.5 b), money payable under the Plan, other than amounts derived from Voluntary Contributions in respect of a Québec Member, is subject to the following restrictions:

1) Non-Enforceable Transactions
any transaction that purports to assign, charge, anticipate, surrender, or give as security any right of a person under the Plan or money payable under the Plan shall not be enforceable against the Plan; and

2) Exemption from Seizure
money payable under the Plan is exempt from execution, seizure or attachment.

10.5 b) ALIENATION OF BENEFITS ON MARRIAGE BREAKDOWN

1) Support Obligations

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

2) Division of Property

Upon the breakdown of the relationship between a Member and his Spouse, the pension benefits of a Member under the Plan may be divided between the Member and his Spouse or former Spouse pursuant to an order or judgment of a competent tribunal or a written agreement, within the limits imposed by the Pension Benefits Act.

10.6 RIGHT OF EMPLOYMENT

The Plan does not confer on any Member the right to permanent employment with the Company.

10.7 CONSTRUCTION

The Plan shall be interpreted, administered and operated in accordance with the laws of the Province of Québec, Canada except for such laws of other provinces which, by their provisions, have direct application to pension plans covering employees working in such provinces.

10.8 BENEFICIARY

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

If a Member designates two or more Beneficiaries and one or more of such Beneficiaries predeceases the Member or dies before payment of the death benefit, the share of the predeceasing Beneficiary or Beneficiaries will revert to the surviving Beneficiary or Beneficiaries.

If a Member fails to validly designate a Beneficiary, or if the designated Beneficiary predeceases the Member or dies before payment of the death benefit, any benefits payable to the Member's Beneficiary shall be paid in a lump sum to the estate of the Member.

If a Beneficiary, as a result of a Member's death, is entitled to payments under a form of benefit with a guaranteed number of payments and the Beneficiary dies, the Commuted Value of the remainder of the guaranteed payments will be paid in a lump sum to the estate of the Beneficiary.

SECTION XI

AMENDMENT OR TERMINATION OF THE PLAN

11.1 AMENDMENT

The provisions of this Plan may be amended at any time and from time to time by the Company and particularly in the event of any significant change in Government pension legislation. No such amendment, however, shall have the effect of diminishing the benefits accrued to each Member at the time such amendment comes into effect, based on Earnings to the date of amendment.

Where an amendment to the Plan results in a certifiable past service pension adjustment (as defined in the Income Tax Act), the amendment shall not apply to the benefits of a Member unless and until certification for the amendment in respect of the Member has been received from Revenue Canada.

11.2 WITHDRAWAL OF ONE EMPLOYER

If any Employer withdraws from participation in the Plan for whatever reason, the Company may, in its sole discretion, on the recommendation of the Actuary separate the assets of the Fund. That portion of the Fund in respect of the employees of the withdrawing Employer shall be applied after provision for any expenses, in such manner as the withdrawing Employer deems appropriate, consistent with the rights of the Members as defined in the Plan and subject to applicable federal and provincial legislation.

11.3 DISCONTINUATION

The Plan may be discontinued at any time in whole or in part by the Company but only upon condition that such action shall render it impossible at any time for any part of the corpus of the Fund to be used or diverted to, purposes other than for the exclusive use of the Members, or other recipients of benefits under the Plan until all the benefits of the Plan for service up to the date of discontinuation have been provided.

11.4 DISTRIBUTION OF FUND ON DISCONTINUATION

If the Plan is discontinued, in whole or in part, the Fund, or the appropriate part thereof, in the case of a partial discontinuation, after provision for administrative expenses shall be allocated in an equitable and suitable manner agreed upon by the Company upon the recommendation of the Actuary, for the benefit of the Members or person or persons entitled to benefits under the Plan, all in accordance with any federal or provincial legislation. Any surplus remaining in the Fund after all the benefits of the Plan for service up to the date of discontinuation have been provided may, at the Company's sole discretion, be returned to the Employers, or may be used to augment said benefits provided that no such surplus may be used to augment benefits beyond the maximum imposed as a condition for registration by the Department of National Revenue from time to time as may appear in the Income Tax Act.

11.5 LIMITATION OF LIABILITY

The Employers shall have no liability to make any payments to the Fund except as expressly provided in the Plan. The Members for themselves, their heirs, executors, administrators or other personal representatives expressly release the Employers, the Administrator, their officers and directors as they may be constituted at any time during the operation of the Plan, from any and all liability for any loss or damage whatsoever in connection with the Plan, except willful misconduct.

SECTION XII

SPECIAL RULES FOR NON-SALARIED SERVICE

12.1 APPLICATION

This section applies to Members whose Continuous Service, when it is broken, includes periods of employment either as a bargaining employee or as a non-bargaining hourly rated employee whether or not they are entitled to benefits either from a pension plan for bargaining employees of an Employer or from a pension plan for non-bargaining hourly rated employees (herein called a Non-Salaried Plan).

12.2 CREDITED SERVICE IN RESPECT OF CONTINUOUS SERVICE AS A NON-SALARIED EMPLOYEE

Subject to Sub-section 12.4 Continuous Service with an Employer as a bargaining employee or as an hourly rated employee before his latest period of Continuous Service as a Salaried or Part-Time Employee (herein called "Non-Salaried Service") may be counted as Credited Past Service or Credited Future Service, as the case may be, in accordance with the following rules:

a) Non-Salaried Service may only be counted for the purposes of this Sub-section if the employee had completed, following the latest date that he was a bargaining employee or an hourly rated employee, 5 full years of Continuous Service as a Salaried or Part-Time Employee with an Affiliated Company;

b) Non-Salaried Service so counted shall exclude any months after 1979 during the whole of which the employee was absent from work and in respect of which he received no Earnings as well as any months before the Past Service Limit Date.

c) If the employee's number of full years of Continuous Service as a Salaried or Part-Time Employee with an Affiliated

Company is 5 or more but less than 10, Non-Salaried Service shall be counted up to said number of full years. If said number of years is at least 10 and if Non-Salaried Service is in excess of 10 years the full period of Non-Salaried Service shall be counted;

d) Where the period of Non-Salaried Service is counted in part but not in full it shall be deemed that the most recent period is counted;

e) Periods so counted shall be deemed to be Credited Past Service to the extent that they occurred before 1980 and Credited Future Service to the extent that they occurred after 1979.

12.3 BENEFITS FOR NON-CREDITED NON-SALARIED SERVICE

Subject to Sub-section 12.4 in addition to any other benefit to which he might be entitled by virtue of the preceding Sections of this Plan, any person to whom this Section applies shall receive benefits from the Plan equal to the benefits he would have been entitled under a Non-Salaried Plan, in respect of any Non-Salaried Service not counted under Sub-section 12.2 which might be covered by said Non-Salaried Plan, if he had been an active Member thereof on the date his Continuous Service was broken.

12.4 REDUCTION FOR NON-SALARIED PLAN BENEFITS

Any pensions resulting from the application of Sub-section 12.2 and 12.3 shall be reduced by the benefits if any that would be paid by the applicable Non-Salaried Plan or Plans in respect of the corresponding period of Continuous Service.

12.5 PROVISIONS

Any benefits under Sub-section 12.3 shall be paid in accordance with the provisions of the applicable Non-Salaried Plan as in effect on the date the person's Continuous Service is broken.

12.6 INCOME TAX CERTIFICATION

Where the present Section XII results in a certifiable past service pension adjustment (as defined in the Income Tax Act) under this Plan, the provisions of this Sub-section 12.6 shall be deemed not to apply to the benefits of a Member unless and until certification for the application of this section in respect of the Member has been received from Revenue Canada.

SECTION XIII

SPECIAL RULES FOR PERSONS EMPLOYED IN PROVINCE OF QUEBEC

13.1 The provisions of this Section XIII apply to persons employed in the province of Québec after December 31, 1989. They also apply, but only to the extent specifically provided herein, to persons employed in the province of Québec only before January 1, 1990.

13.2 The provisions of this Section XIII shall supersede the provisions of the other sections of the Plan. Except as modified in this Section XIII, the provisions of the other sections of the Plan continue to apply.

13.3 The provisions of this Section XIII apply from January 1, 1990 except where a later date of application is indicated.

13.4 In this section:

A) "Act", means the Québec Supplemental Pension Plans Act and any regulations thereunder, as amended from time to time.

B) "Continuous Service" shall also include any period of employment which would not be counted as Continuous Service under Sub-section 6.1 solely because it was employment on other than a full-time permanent basis.

C) "Part-Time Employee" means a Salaried Employee who is not classified as a permanent full-time employee.

D) "Salaried Employee", means a non-bargaining non-hourly rated employee of an Affiliated Company, working in Québec on a full-time permanent basis or, on and after January 1, 1990, on other than full-time permanent basis, remunerated on either a salaried and/or a commission basis.

E) "Spouse", at the date a determination of marital status is required, means a person of the opposite sex who:

(1) is married to the Member, or

(2) has been living in a conjugal relationship with an unmarried Member for a period of not less than 3 years, or for a period of not less than one year, if

(a) at least a child is born, or to be born, of their union, or

(b) they have adopted, jointly, at least one child while living together in a conjugal relationship, or

(c) one of them has adopted at least one child who is the child of the other, while living together in a conjugal relationship.

13.5 Subject to Sub-section 3.2 and 3.3, effective June 1, 1990, a Salaried Employee of an Employer shall become a Member of the Plan on June 1, 1990 or on the first day of a subsequent calendar year that he first has:

(1) earned at least 35% of the YMPE; or

(2) completed at least 700 hours of employment, in the preceding calendar year.

13.6 No person may have Credited Service for any period before June 1, 1990 during which he worked in the province of Québec and during which he was not a full-time employee.
No person may have Credited Service for any calendar year during which he worked in the province of Québec and which immediately follows a year during which he does not meet the requirements of Sub-section 13.5.

13.7 A Member who terminated service on or after January 1, 1990 and who had at least 24 months of Active Membership may elect to receive, in lieu of the deferred pension to which he is entitled from his Normal Retirement Date, a pension payable from a date, not to precede the Normal Retirement Date by more than 10 years nor to precede the date of election, which shall be the Actuarial Equivalent of such deferred pension.

13.8 Any benefits payable under Sub-section 4.6 and Section XIX in respect of Credited Service after December 31, 1989 shall be payable to the surviving Spouse, if any.

13.9 a) A Member in the service of an Affiliated Company who has a reduction in his remuneration, as defined in the Act, after his Normal Retirement Date may, at his sole request, while continuing in employment, receive a payment of part of his pension of an annual amount equal to such reduction but not greater than the pension to which he would otherwise have been entitled if he had then retired. Such request may not be made more frequently than once every twelve months.

b) Except as provided in Sub-section 13.9 a), the payment of the pension of a Member who continues in employment shall commence on the earliest of the following dates:

i) the date on which the Member retires from the service of an Affiliated Company

ii) December 1 of the calendar year of his 71st birthday.

c) The pension payable on commencement after the Normal Retirement Date shall be the Actuarial Equivalent of the Member's Accrued Pension calculated as of the latest of

1) the Normal Retirement Date,
2) April 1, 1982,
3) the date he commenced employment in Québec with an Employer after his Normal Retirement Date.

If the latest of the foregoing dates precedes October 1, 1988 the Accrued Pension shall be based on the provisions of the Plan in effect on October 1, 1988.

The Actuarial Equivalent shall be determined as provided in this Plan except that, if the date as of which the Accrued Pension is calculated precedes January 1, 1990, it shall be determined in accordance with the document entitled "Revalorization of Postponed Pensions".

13.10 If a Member dies during the postponement period of his pension, the Member's Spouse, if any, is, unless the Spouse has waived such entitlement, entitled to a pension the value of which is equal to the higher of:

(A) the value of the pension to which the Spouse would have been entitled under Sub-section 5.5, Sections XV and XIX, if the payment of the postponed pension had begun on the day preceding the Member's death; and

(B) the value of the death benefit to which the Spouse would have been entitled as a Beneficiary under Sub-section 4.6, Sections XV and XIX in respect of the postponed pension.

13.11 The right of the Member's Spouse to a death benefit under Sub-sections 4.5, 4.6, 13.8, 13.10, Sections XV and XIX is terminated by separation from bed and board, divorce or annulment of marriage or cessation of conjugal relationship, except if on the day of the Member's death, the Member's Spouse is also his Beneficiary.

13.12 A Member who is entitled to benefits under Sub-section 4.4 and Section XV, which payment has not begun, or to whom Sub-section 3.7 (2) applies, may elect to transfer the Commuted Value of such benefits and if such value is less than

10% of the YMPE for the year during which he becomes entitled thereto, the Pension Committee may require such a transfer within the prescribed time limits, to:

(a) a registered supplemental pension plan governed by the Act;

(b) a registered supplemental pension plan governed by an act emanating from a legislative authority other than the Parliament of Québec and granting entitlement to a deferred pension;

(c) a registered supplemental pension plan established by an act emanating from the Parliament of Québec or from another legislative authority;

(d) a locked-in retirement account as prescribed in the Act;

(e) an annuity contract as prescribed in the Act.

Upon such a transfer or purchase, the Member will cease to be a Member and will have no further entitlement under the Plan.

Notwithstanding the foregoing, no amount may be transferred or applied to purchase of deferred life annuity in excess of such amounts as are permitted under the Income Tax Act.

The Administrator shall not permit a transfer or purchase under Section IV unless he is satisfied that:

(a) the transfer or purchase is in accordance with the Act; and

(b) any restrictions in the Pension Benefits Act with regard to the solvency of the Plan have been met.

13.13 Notwithstanding Sub-section 10.2, the Member may elect that, in lieu of such pension as he may be entitled to, a single cash payment be made to him, equal to the Commuted Value of such pension if such Commuted Value is equal to or less than 4% of the Year's Maximum Pensionable Earnings of the Québec Pension Plan for the calendar year of the termination of employment.

13.14 A Member who has a Spouse, who does not deliver an unrevoked waiver as provided in Sub-section 13.15 shall receive his pension in the form of a joint and survivor pension which shall be payable for the life of the Member, and according to which, following the death of the Member, the Member's Spouse will receive, while living, 60% of the amount the Member would have received from time to time, had he not died. Such joint and survivor pension shall be the Actuarial Equivalent of the normal form of pension provided in Sub-section 7.1.

In such event, none of the forms of pension of Section VII shall be available to the Member.

The right of a Member's Spouse to a benefit under Sub-sections 13.10 and 13.14 is terminated by separation from bed and board, divorce or annulment of marriage or cessation of conjugal relationship, except where

(a) partition of the Member's benefits pursuant to Sub-section 13.17 was not effected and

(b) the Member notified the Administrator in writing to make payment of the pension to the Spouse despite such dissolution of marriage or separation.

13.15 A Member who has a Spouse on the date pension payments commence and who delivers to the Administrator, within the period of 12 months preceding the date on which pension payments are to commence, a written waiver, in the form Prescribed under the Act, signed by his Spouse, which neither the Member nor the Spouse revokes at any time before the pension commences, or a Member who has no Spouse on the date pension payments commence, may elect to receive his pension in one of the forms of Section VII.

13.16 The provisions of Sub-sections 13.14 and 13.15 shall also apply to Members who terminated employment with rights to a deferred pension and whose pension commenced to be paid on or after January 1, 1990 whether such termination of employment took place on, before or after January 1, 1990.

13.17 Benefits under the Plan may be split between the Member and his Spouse pursuant to a written agreement or a court order in the event of marriage breakdown but only to the extent Prescribed in the Act.

SECTION XIV

SPECIAL PROVISIONS FOR MANITOBA MEMBERS

14.1 The provisions of this Section XIV apply only to persons who have some service with an Employer in the province of Manitoba after December 31, 1983.

14.2 The provisions of ~~this~~ section shall supersede the provisions of the other sections of the Plan. Except as modified in this section the provisions of the other sections of the Plan continue to apply.

14.3 The provisions of this section apply from January 1, 1984 except where a later date of application is indicated.

14.4 In this Section:

a) **"Act"** means the Pension Benefits Act of Manitoba and any regulations thereunder, as amended from time to time.

b) **"In Prescribed Manner"** refers to the manner Prescribed in the Act.

c) **"Member"** means a Member in the employ of an Employer in Manitoba.

d) **"Part-Time Employee"** means a person working for an Employer in Manitoba on other than a full-time permanent basis who 1) is not a member of a bargaining unit, 2) is not an hourly rated employee, 3) is remunerated on either a salaried and/or commission basis, 4) is not a student who attends a recognized educational institution on a substantially full-time basis, and, 5) is not a member of a religious group whose articles of faith would not allow him to participate in the Plan.

e) "Continuous Service" shall not be deemed interrupted by a Temporary Suspension of Employment.

f) "Spouse" means a legal Spouse or Common Law Spouse as defined in the Act and as declared by the Member on the Prescribed form.

g) "Temporary Suspension of Employment" shall have the same meaning as in the Act.

h) "Common Law Spouse" means a person of the opposite sex publicly represented by the Member as the spouse of that Member,

(a) where either the Member or that person are prevented by law from marrying the other, for a period of not less than three years, or

(b) where neither of them is prevented by law from marrying the other, for a period of not less than one year.

14.5 Every Part-Time Employee is automatically a Member of the Plan on the first day of the month, not to precede the Employer Participation Date nor January 1, 1984, which coincides with or immediately follows the date on which he has completed one year of Continuous Service.

14.6 The provisions of Sub-section 3.2 shall also apply and shall take precedence over Sub-section 14.5.

14.7 A Member, who has a Spouse at the time his pension payments begin, will receive his annual pension in a form which provides for a reduced pension payable while he and his Spouse are both alive and, after the death of either of them, payable to the survivor for the remaining lifetime at the rate of two-thirds of such reduced pension. The reduced pension shall be the

Actuarial Equivalent of the pension payable in the normal form. Nonetheless, the Member may make an election in writing submitted to the Administrator at least 3 months before his pension payments are due to commence, to have the pension payable in some other form provided in the Plan, such election to include the written consent, in Prescribed Manner, of his Spouse.

14.8 Upon the termination of his employment, other than by retirement, a Member may elect in writing to transfer to a locked-in Registered Retirement Savings Plan or to another registered pension plan the value, determined in Prescribed Manner, of his entitlement under the Plan.

14.9 If a Member dies before his pension is due to commence, the value of the benefits payable in respect of such Member shall be no less than the Commuted Value of his Manitoba benefits accrued after December 31, 1983, such Commuted Value being calculated as if he were alive and terminating service (if still active) on the date of his death. If he has a surviving Spouse at the time of his death, such Commuted Value will be used to provide a life annuity to the Spouse, either deferred or immediate, as chosen by the Spouse. If he has no surviving Spouse but surviving dependent children at the time of his death such Commuted Value will be used to provide a term annuity certain to the surviving dependent children. If he has no surviving Spouse and no surviving dependent children such Commuted Value will be payable to his Beneficiary or estate.

For the purposes of this Sub-section 14.9 and other sub-sections of this Section XIV, the Manitoba benefits of a Member, accrued after a stated date shall include any benefits for service in Manitoba after said date, plus any benefits arising from an amendment made after said date but relating to service in Manitoba prior to such date.

14.10 Upon the death of a Member before the earlier of the commencement of his pension payments or his Normal Retirement Date, his surviving Spouse may elect in writing to transfer to a locked-in Registered Retirement Savings Plan or to another registered pension plan the value, as determined in Prescribed Manner, of her entitlement under the Plan.

Nothwithstanding the foregoing, no amount may be transferred in excess of such amounts as are permitted under the Income Tax Act.

14.11 Where a Member to whom the provisions of this Section are applicable has either had a court order rendered against him or entered into a written agreement to divide family assets, the value of his entitlements under the Plan shall be so divided in Prescribed Manner and his entitlements under the Plan shall be accordingly adjusted and the value of the entitlement of the Spouse who is not a Member shall be payable to, or on behalf of the Spouse in Prescribed Manner.

14.12 The actuarial basis for Actuarial Equivalents shall not take into account differences based on sex.

14.13 Effective January 1, 1990, a Member who terminates employment, and who has completed at least 2 years of service will receive an annual pension, payable from his Normal Retirement Date, which shall be equal to the Manitoba benefits accrued after December 31, 1984 or, if greater, to the benefits provided under Sub-section 4.4, Sections XV and XIX.

SECTION XV

TRANSFERS FROM FEDERAL BOLT & NUT

15.1 This Section XV applies only to Salaried Employees transferred from the Federal Bolt & Nut Division to the Infasco Division on January 1, 1987, to the Infasco Nut division on October 1, 1987 and to the Sivaco Ontario division on January 1, 1988 such date, whichever may apply to a particular Salaried Employee, being his transfer date.

15.2 The Salaried Employees will become Members of this Plan on the transfer date. Nevertheless, for the purpose of determining eligibility for benefits in this Plan membership in the predecessor plans will be counted as membership in this Plan.

15.3 For the purposes of this Section XV, Predecessor Plans means the Non-Contributory Pension Plan for Salaried Employees of Ivaco Inc. and its participating subsidiary companies and divisions, and the Contributory Pension Plan for Salaried Employees of Ivaco Inc. and its participating subsidiaries and divisions, respectively referred to in this Section XV as the Non-Contributory Plan, and the Contributory Plan.

15.4 The benefits that the Members had accumulated under the Predecessor Plans for service before the transfer date are assumed by the Plan upon the transfer of the pertinent assets from the Predecessor Plans and are defined in this Section XV.

15.5 The benefits of the Predecessor Plans are additional to any defined in the other sections of the Plan. For the purposes of Section V no period of service before the transfer date may count as Credited Past Service or Credited Future Service.

15.6 THE AMOUNT OF THE BENEFITS OF THE PREDECESSOR PLANS ARE DEFINED IN THIS SUB-SECTION:

A) The benefits of the Non-Contributory Plan consist of pensions, the monthly amounts of which, payable from the Normal Retirement Date, are listed in Appendices II and III.

B) The benefits of the Contributory Plan consist of pensions and of Accumulated Employee Contributions. The annual pension payable from the Normal Retirement Date is determined as the product of:

i) The years of contributory membership in the Contributory Plan as indicated in Appendix III, and

ii) 1.4% of the Average Terminal Earnings of the Member.

For the purpose of Average Terminal Earnings for this Sub-section, Earnings before the transfer date shall mean the basic salary paid.

The Accumulated Employee Contributions on a given date represent the Member's contributions to the Predecessor Plans plus interest to that date. The Accumulated Employee Contributions as at January 1, 1987, including interest at the rate of 5% per annum compounding annually, are shown in Appendix III.

Interest in respect of periods on and after January 1, 1987 on Accumulated Employee Contributions shall be at a rate, determined on the basis of Cansim Series B14045 of Statistics Canada as published in the Bank of Canada Review. For any calendar year or part thereof the annual rate of interest shall be taken as the average of the values of the series for the most recent period for which the rates are available at the date to which interest is calculated, rounded down to the next full 1/10 of 1%. The average period will be the number of calendar months in the period for which interest is calculated to a maximum of 12. Interest shall be applied to the end of the month preceding the month of payment. Interest shall be calculated for each Plan year.

15.7 a) The terms of payment of the benefits of the Predecessor Plans are as defined in the other sections of the Plan except as modified below.

b) The normal form of pension is payable for life with 5 years guaranteed.

c) In lieu of the normal form of pension or of any optional forms of pension of Section VII a Member may, upon his retirement, elect a special option. In that case the Member's pension is reduced to a percentage of the pension that would have been payable in the normal form.

In the event that the Spouse survives the Member, 55% of the pension being paid to the Member continues to be paid to the Spouse for the Spouse's remaining lifetime. The percentage is determined as follows:

i) 90% if the Member and the Spouse attain the same age during the calendar year;

ii) the sum of 90% and the product of 1/2% and the number of complete calendar years by which the age attained by the Spouse during a calendar year exceeds the age attained by the Member during the same calendar year;

iii) the difference between 90% and the product of 1/2% and the number of complete calendar years by which the age attained by the Member during a calendar year exceeds the age attained by the Spouse during the same calendar year;

iv) such percentage, as determined under i), ii) or iii) above, not being less than the factor obtained as an Actuarial Equivalent.

The term Spouse shall have the same meaning as in Sub-section 4.5.

d) If a Member dies before retirement and there is a Spouse surviving, as defined in Sub-section 4.5, and provided such Spouse is the appointed Beneficiary of the Member, and provided that, as regards the benefits of the Non-Contributory Plan, the Member had 10 or more years of Credited Service under the Plan and the Predecessor Plans, he will be deemed to have retired on the date of his death as per the provisions of Sub-sections 4.1, 4.2 or 4.3 whichever may apply, but ignoring any age limitation in Sub-section 4.2, and to have elected the special option of the preceding paragraph c).

e) If a Member dies before retirement under circumstances whereby no benefits are payable under the preceding paragraph d) his Accumulated Employee Contributions, if any, at the end of the month preceding the month of payment will be paid to his Beneficiary.

f) On termination of service after 10 or more years of Continuous Service the Member will receive, payable from his Normal Retirement Date, the monthly pension of Appendixes II or III if any, plus the annual pension, if any, calculated in Sub-section 15.6 b). Otherwise, he will receive his Accumulated Employee Contributions, if any, at the end of the month preceding the month of payment. Nonetheless, a Member who is under age 45 when he terminates service may elect to receive his Accumulated Employee Contributions in lieu of his pension.

g) Any pension payable under this Section XV, whether to the Spouse upon the Member's death before retirement or to the Member upon commencement of pension payments to him, shall be increased, where necessary, such that the Commuted Value of the increased pension is equal to the Member's Accumulated Employee Contributions.

h) The portability provisions of Sub-section 4.8 also apply to the benefits of this Section XV.

i) A Member who has attained age 55 and completed 10 years of Continuous Service and who retires before his Normal Retirement Date will receive an immediate lifetime pension, the annual amount of which shall be calculated as in Sub-section 15.6 for pensions payable from the Normal Retirement Date and then reduced by 1/2% for each month by which his actual date of retirement precedes his Normal Retirement Date.

SECTION XVI

SPECIAL PROVISIONS FOR ALBERTA MEMBERS

16.1 The provisions of this Section XVI apply to persons employed in the province of Alberta after December 31, 1986.

16.2 The provisions of this section shall supersede the provisions of the other sections of the Plan. Except as modified in this Section the provisions of the other sections of the Plan continue to apply.

16.3 The provisions of this Section apply from January 1, 1987 except where a later date of application is indicated.

16.4 In this section:

A) "Act" means the Employment Pension Plans Act of Alberta and any regulations thereunder, as amended from time to time.

B) "Prescribed" means as Prescribed in the Act.

C) "Member" means a Member in the employ of an Employer in Alberta.

D) "Part-Time Employee" means a Part-Time Employee working for an Employer in Alberta.

E) "Spouse" means, in relation to another person,

(I) A person of the opposite sex who at the relevant time was married to that other person and was not living separate and apart from him, or

(II) If there is no person to whom sub-clause (I) applies, a person of the opposite sex who lived with that other person for the 3-year period immediately preceding the relevant time and was during that period held out by that other person in the community in which they lived as his consort;

F) "Continuous Service" shall include any period of temporary absence without pay not exceeding twenty-six consecutive weeks and any period of employment which would not count as Continuous Service under Sub-section 6.1 solely because it was employment on other than a full-time basis.

G) "Former Member" shall mean a Member who has terminated Active Membership and who retains a present or future entitlement to receive a benefit under the Plan.

H) "Termination of Employment" shall mean the cessation of Continuous Service by the Member.

16.5 Effective January 1, 1987 every Part-Time Employee who has completed two years of Continuous Service may join the Plan on the first day of any month, provided he has earned in respect of his or her employment on and after January 1, 1985, at least 35% of the YMPE in each of 2 consecutive calendar years. Membership of Part-Time Employees shall be optional and shall be subject to application therefor in such form as the Administrator may prescribe.

No person may have Credited Service for any period before January 1, 1987 during which he was not a full-time employee.

16.6 A Member who has completed at least 5 years of Continuous Service at the date of termination of employment or who has then reached his Normal Retirement Date and who is not entitled to benefits under Sub-sections 4.1, 4.2, 4.3 or 4.4 will receive an annual deferred pension payable from his Normal Retirement Date in an amount equal to his Accrued Pension in respect of service on and after January 1, 1987.

16.7 A Member or a Former Member who terminates service on or after January 1, 1987 and who has completed 5 years of Continuous Service may elect to receive, in lieu of the deferred pension to which he is entitled from his Normal Retirement Date, a pension payable from a date, not to precede the Normal Retirement Date by more than 10 years, nor to precede the date of election, which shall be the Actuarial Equivalent of such deferred pension.

16.8 If on the death of a Member or Former Member who has not commenced to receive his pension and who has completed 5 years of Continuous Service there is a surviving Spouse, a pension shall be payable to the surviving Spouse for life such that the Commuted Value of such pension shall be equal to the sum of

A) 60% of the Commuted Value of the deceased's Accrued Pension with respect to service on or after January 1, 1987 plus

B) The Accumulated Employee Contributions under Section XV plus

C) The Capital Accumulation Account under Section XIX.

Any benefits under this Sub-section are in lieu of those provided under Sub-section 4.5 or 4.6, whichever may apply, and under Sections XV and XIX unless such other benefits have a greater Commuted Value in which case such other benefits shall be paid instead, subject to the provision that if there is a surviving Spouse benefits may be paid only as a life pension to the surviving Spouse.

In lieu of a pension, the surviving Spouse may elect to make a transfer of its Commuted Value in the same manner and conditions as provided to Members in Sub-section 4.8. Notwithstanding Sub-section 4.6, a lump sum payment is not permitted if the Member or Former Member has completed 5 years of Continuous Service and is survived by a Spouse.

This Sub-section 16.8 does not apply to voluntary contributions made under Sub-section 8.3.

16.9 A Member who has a Spouse on the date pension payments commence (including a Former Member who terminated employment before January 1, 1987 but whose pension commenced after such date), will receive the annual pension on a basis which provides for a reduced pension, calculated as the Actuarial Equivalent of the pension otherwise provided by the Plan, with the provision that, after the death of the Member, 60% of the amount of the reduced pension will continue to be paid to the surviving Spouse for the remainder of the surviving Spouse's life.

A Member may, at any time prior to pension commencement date, elect to waive the provisions of this section if he can produce a valid "Spouse's Pension Waiver" completed in Prescribed Manner by the Spouse within 90 days of pension commencement date.

16.10 The Administrator reserves the right that, in lieu of such pension benefit as the Member or his surviving Spouse may be entitled to, a single cash payment be made to the Member or his surviving Spouse, as the case may be, equal to the Commuted Value of such pension if the annual amount of such pension is less than 2% of the YMPE for the calendar year of the termination of employment, death, commencement of pension payment or termination of the Plan, whichever is earliest, or if such Commuted Value is equal to or less than 4% of such YMPE. In addition, if the Commuted Value of such pension is less than 10% of such YMPE, the Administrator reserves the right to require that the Member or the surviving Spouse make the transfer provided in Sub-section 4.8.

16.11 Any elections that a Member, or surviving Spouse may make under this Plan must be made in writing to the Company within 90 days of the date such person is advised of his right to an election, or within such longer period of time as the Administrator may

allow in specific circumstances. If such person does not make an election in writing within the stated time frame, benefits will be paid as if he has made no election.

16.12 Any refunds of contributions under the Plan with appropriate interest, to the Member, surviving Spouse or other Beneficiary, as the case may be, shall be made within 60 days of the termination of employment or death, as the case may be, or within 60 days of the completion and filing of all the necessary documents, if later.

16.13 Benefits under the Plan may be split between the Member and his Spouse pursuant to a written agreement or court order in the event of marriage breakdown but only to the extent Prescribed in the Act.

16.14 <u>OPTING OUT</u>

An employee may decline to be a Member provided his decision be made in writing to the Administrator before or within a period of one month following the date on which he would first be eligible for membership. An employee who has so declined, may become a Member at a later date provided he is still otherwise eligible to do so and provided that in that event no period of Continuous Service before the date on which he becomes a Member may be counted as Credited Past Service.

SECTION XVII

SPECIAL PROVISIONS FOR ONTARIO MEMBERS

17.1 The provisions of this Section XVII apply to persons employed in the province of Ontario after December 31, 1987. They also apply, but only to the extent specifically provided herein, to persons employed in the province of Ontario only before January 1, 1988.

17.2 The provisions of this Section shall supersede the provisions of the other sections of the Plan. Except as modified in this Section the provisions of the other sections of the Plan continue to apply.

17.3 The provisions of this Section apply from January 1, 1988 except where a later date of application is indicated.

17.4 IN THIS SECTION:

A) "Act" means the Pension Benefits Act 1987 of Ontario and any regulations thereunder, as amended from time to time.

B) "Prescribed" means as Prescribed in the Act.

C) "Member" means a Member in the employ of an Employer in Ontario.

D) "Part-Time Employee" means a Part-Time Employee working for an Employer in Ontario.

E) "Spouse" means either of a man and woman who,

(A) Are married to each other, or

(B) Are not married to each other and are living together in a conjugal relationship,

(I) Continuously for a period of not less than three years,

or

(II) In a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act, 1986 of Ontario.

F) "Continuous Service" shall also include any period of employment which would not be counted as Continuous Service under Sub-section 6.1 solely because it was employment on other than a full-time basis.

G) "Former Member" shall mean a Member who has terminated Active Membership and who retains a present or future entitlement to receive a benefit under the Plan.

H) "Termination of Employment" shall mean the cessation of Continuous Service by the Member.

17.5 Effective January 1, 1988, every Part-Time Employee who has completed 24 months of Continuous Service may join the Plan on the first day of any month provided that he has either had Earnings of not less than 35% of the YMPE in each of the two consecutive calendar years immediately preceding or had 700 hours of employment with the Employers in each of those 2 years. Membership of Part-Time Employees shall be optional and shall be subject to application therefor on such forms as the Administrator may require. No person may have Credited Service for any period before January 1, 1988 during which he was not a full-time employee.

17.6 A Member who has a Spouse, from whom he is not living separate and apart on the date on which pension payments commence and who does not deliver an unrevoked waiver as provided in Sub-section 17.7, shall receive his pension in the form of a joint and survivor pension payable in equal monthly payments for the life of the Member which shall, upon the death of the Member, continue to be paid to the Member's Spouse for the Spouse's lifetime at the rate of 60% of the amount the Member had been receiving prior to his death. Such joint and survivor pension shall be the Actuarial Equivalent of the normal form of pension provided in Sub-section 7.1. in such event none of the forms of pension of Section VII shall be available to the Member.

17.7 A Member who has a Spouse, from whom he is not living separate and apart on the date pension payments commence and who delivers to the Administrator within the 12 months preceding the date on which pension payments are to commence, a written waiver, on the form Prescribed under the Act, signed by his Spouse which neither the Member nor the Spouse revokes at any time before the pension commences, or a Member who has no Spouse on the date pension payments commence, may elect to receive his pension in one of the forms of Section VII.

17.8 The provisions of Sub-sections 17.6 and 17.7 shall also apply to Members who terminated employment with rights to a deferred pension and whose pension commenced to be paid on or after January 1, 1988 whether such termination of employment took place on, before or after January 1, 1988.

17.9 A Member who terminates service on or after January 1, 1988 and who had been a Member for a continuous period of at least 24 months may elect to receive, in lieu of the deferred pension to which he is entitled from his Normal Retirement Date, a pension payable from a date, not to precede the Normal Retirement Date by more than 10 years nor to precede the date of election, which shall be the Actuarial Equivalent of such deferred pension.

17.10 If on the death of a Member who has not commenced to receive his pension and who had been a Member for a continuous period of at least 24 months there is a surviving Spouse who was not living separate and apart from the Member, an immediate pension shall be payable to the surviving Spouse for life such that the Commuted Value of such pension shall be equal to the sum of

A) The Commuted Value of the deceased's Accrued Pension with respect to service on or after January 1, 1987, plus

B) The Capital Accumulation Account under Section XIX.

If a Member or Former Member who has not commenced to receive his pension dies without being survived by a Spouse from whom he was not living separate and apart, his Beneficiary or estate, as the case may be, is entitled to a lump sum payment equal to the Commuted Value of the benefits under Paragraphs A) and B) above.

Any benefits under this Sub-section are in lieu of those provided under Sub-section 4.5 or 4.6, whichever may apply, and under Section XIX unless such other benefits have a greater Commuted Value in which case such other benefits shall be paid instead, subject to the provision that if there is a surviving Spouse from whom the Member was not living separate and apart, benefits equal in value to the Commuted Value of those under Paragraphs A) and B) may be paid only to the surviving Spouse and that the Spouse may elect within the Prescribed period of time to receive instead in a lump sum or by way of a deferred pension, the Commuted Value of any benefits under Paragraphs A) and B) above.

This Sub-section 17.10 does not apply to voluntary contributions under Sub-section 8.3 or to benefits under Section XV.

17.11 The Administrator reserves the right that, in lieu of such pension benefit as the Member may be entitled to, a single cash payment be made to the Member, equal to the commuted Value of such pension if the annual amount of such pension is equal to or less than 2% of the YMPE for the calendar year of the termination of employment.

17.12 Benefits under the Plan may be split between the Member and his Spouse pursuant to a written agreement or court order in the event of marriage breakdown but only to the extent Prescribed in the Act.

SECTION XVIII

SPECIAL PROVISIONS FOR NOVA SCOTIA MEMBERS

18.1 The provisions of this Section XVIII apply to persons employed in the province of Nova Scotia after December 31, 1987. They also apply, but only to the extent specifically provided in this Section, to persons employed in the province of Nova Scotia only before January 1, 1988.

18.2 The provisions of this Section shall supersede the provisions of the other sections of the Plan. Except as modified in this Section the provisions of the other sections of the Plan continue to apply.

18.3 The provisions of this Section apply from January 1, 1988 except where a later date of application is indicated.

18.4 IN THIS SECTION:

A) "Act" means the Pension Benefits Act of Nova Scotia and any regulations thereunder, as amended from time to time.

B) "Prescribed" means as Prescribed in the Act.

c) "Member" means a Member in the employ of an Employer in Nova Scotia.

D) "Part-Time Employee" means a Part-Time Employee working for an Employer in Nova Scotia.

E) "Spouse" means either of a man and woman who:

(I) Are married to each other,

(II) Are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,

(III) Have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of entitlement, or

(IV) Not being married to each other and neither being married to another person have lived together as husband and wife for three years and are living together as husband and wife at the relevant time.

18.5 Effective January 1, 1988, every Part-Time Employee who has completed 24 months of Continuous Service may join the Plan on the first day of any month provided that in each of the two consecutive calendar years immediately preceding he has had earnings of not less than 35% of the YMPE. Membership of Part-Time Employees shall be optional and shall be subject to application therefor on such forms as the Administrator may require. No person may have Credited Service for any period before January 1, 1988 during which he was not a full-time employee.

18.6 A Member who has a Spouse, from whom he is not living separate and apart on the date on which pension payments commence and who does not deliver an unrevoked waiver as provided in Sub-section 18.7, shall receive his pension in the form of a joint and survivor pension payable in equal monthly payments for the life of the Member which shall, upon the death of the Member, continue to be paid to the Member's Spouse for the Spouse's lifetime at the rate of 60% of the amount the Member had been receiving prior to his death. Such joint and survivor pension shall be the Actuarial Equivalent of the normal form of pension provided in Sub-section 7.1. In such event none of the forms of pension of Section VII shall be available to the Member.

18.7 A Member who has a Spouse, from whom he is not living separate and apart on the date pension payments commence and who delivers to the Administrator within the 12 months preceding the date on which pension payments are to commence, a written waiver, on the form Prescribed under the Act, signed by his Spouse which neither the Member nor the Spouse revokes at any time before the pension commences, or a Member who has no Spouse on the date pension payments commence, may elect to receive his pension in one of the forms of Section VII.

18.8 The provisions of Sub-sections 18.6 and 18.7 shall also apply to Members who terminated employment with rights to a deferred pension and whose pension commenced to be paid on or after January 1, 1988 whether such termination of employment took place on, before or after January 1, 1988.

18.9 A Member who terminates service on or after January 1, 1988 and who had been a Member for a continuous period of at least 24 months may elect to receive, in lieu of the deferred pension to which he is entitled from his Normal Retirement Date, a pension payable from a date, not to precede the Normal Retirement Date by more than 10 years nor to precede the date or election, which shall be the Actuarial Equivalent of such deferred pension.

18.10 If on the death of a Member who has not commenced to receive his pension and who had been a Member for a continuous period of at least 24 months there is a surviving Spouse who was not living separate and apart from the Member or Former Member, an immediate pension shall be payable to the surviving Spouse for life such that the Commuted Value of such pension shall be equal to the sum of:

a) 60% of the Commuted Value of the deceased's Accrued Pension with respect to service on or after January 1, 1988, plus

b) The Capital Accumulation Account under Section XIX.

Any benefits under this Sub-section are in lieu of those provided under Sub-section 4.5 or 4.6, whichever may apply, and under Section XIX unless such other benefits have a greater Commuted Value in which case such other benefits shall be paid instead, subject to the provision that if there is a surviving Spouse from whom the Member or Former Member was not living separate and apart, benefits equal in value to the Commuted Value of those under Paragraphs a) and b) may be paid only to the surviving Spouse.

In lieu of a pension, the surviving Spouse may elect to make a transfer of its Commuted Value in the same manner and conditions as provided to Members in Sub-section 4.8.

This Sub-section 18.10 does not apply to voluntary contributions under Sub-section 8.3 or to benefits under Section XV.

18.11 The Administrator reserves the right that, in lieu of such pension benefit as the Member may be entitled to, a single cash payment be made to the Member, equal to the Commuted Value of such pension if the annual amount of such pension is equal to or less than 2% of the YMPE for the calendar year of the termination of employment.

18.12 Benefits under the Plan may be split between the Member and his Spouse pursuant to a written agreement or court order in the event of marriage breakdown but only to the extent Prescribed in the Act.

SECTION XIX

CAPITAL ACCUMULATION PROGRAM

19.1 A Capital Accumulation Program is hereby put in effect so as to permit Members to increase their systematic savings towards their retirement. Accordingly, a Capital Accumulation Account shall be opened for each Member who elects to contribute towards it.

19.2 Effective December 1, 1988 Members may elect to make contributions towards their Capital Accumulation Account at the rates specified below.

19.3 Member contributions towards the Capital Accumulation Account may be at 1%, 2%, 3% or 4% of their Base Pay, subject to the maximum of Sub-section 19.13. Such contributions are voluntary and no Member is obliged at any time to elect to make them.

19.4 Members may elect to make such contributions or cease making them or to change the rate effective as of December 1, 1988 and as of each subsequent January 1 and July 1. The election effective as of December 1, 1988 may be made up to and including December 1, 1988. Subsequent elections must be made at least 2 weeks before the effective date thereof. All such contributions will be by pay deduction. No person may make contributions for periods during which he is not an Active Member.

A Member who, being eligible to make contributions under the Capital Accumulation Program, is not making them either because he has never elected to make them or he has elected to cease them, may elect to subsequently make them only with the consent of the Company.

19.5 The Employer shall make contributions towards each Member's Capital Accumulation Account equal to 25% of the contributions made by the Member subject to the limits of Sub-section 19.13.

19.6 The Capital Accumulation Account of a Member shall consist of the contributions made by the Member, of the contributions made by the Employer toward his account and of any investment gains or losses as described below on those contributions.

The part of the Capital Accumulation Account consisting of the Member's contributions and of the investment gains and losses on such contributions shall be known as the Member's account. The balance, representing the Employer's contributions and any investment gains and losses on those contributions shall be known as the Employer's account.

19.7 A Member's Capital Accumulation Account shall be deemed to be invested in such part or parts of the assets of the Fund as may be earmarked for the purpose. For this purpose the contributions received from time to time shall be applied to acquire units of a pool or of pools of investments of the Fund, designated by the Administrator for the purpose based on the fair market value of the pool or pools. The value of the Member's Capital Accumulation Account at any time shall be equal to the value of the units based on the fair market value of the investments. To the extent that more than one pool of investments is available the Member shall designate, when he first starts contributing, the proportion of his contributions which shall be invested in the various pools and he may also change such proportions as regards future contributions and/or as regards units already held provided that any such changes may only be effective as of January 1, April 1, July 1 or October 1, with 2 weeks' prior notice. All such proportions shall be in integral multiples of 10%.

19.8 Where a pension, immediate or deferred, is due to a Member or his Spouse by virtue of the various provisions of this Plan, it shall include the Capital Accumulation Pension payable from the same date and on the same terms and conditions except that the normal form of pension for the Capital Accumulation Pension shall include a guarantee that, on the death of the Member, the excess, if any, of the value of the Capital Accumulation Account at the date the pension payments commenced over the pension payments made shall be paid to the Member's Beneficiary. For this purpose the amount of such pension shall be calculated either on the basis of market rates of annuity purchase or on the basis Prescribed for transfer values.

19.9 The Capital Accumulation Account shall at all times be fully vested in the Member. If the Member terminates service or dies in such circumstances that no pension is payable to him or to his Spouse, a lump sum payment equal to his Capital Accumulation Account shall be paid to him or his Beneficiary or estate as the case may be.

19.10 For the purpose of the maximum pension of Sub-section 5.8 the Capital Accumulation Account shall be excluded in respect of all contributions made after 1991 and in respect of the Member's Account for all contributions made before 1992.

19.11 Any benefit under the Capital Accumulation Program shall be locked-in as may be Prescribed. In such circumstances the portability provisions of Sub-section 4.8 shall also apply to such benefit.

19.12 Subject to the provisions of the Pension Benefits Act and to the approval of the regulatory authority under the Pension Benefits Act, amounts contributed under this Section XIX may be refunded to the person that made them, to the extent required to avoid revocation of registration under the Income Tax Act.

19.13 Member contributions under Sub-section 19.3 shall be limited to such amounts as, together with the corresponding Employer contributions under Sub-section 19.5 and the Pension Adjustment in respect of benefits of the Plan other than under Section XIX, will not exceed the money purchase limit as defined in the Income Tax Act, for the year. Any contributions made under Sub-section 19.3 in excess of the limits of this Sub-section 19.13 may be refunded to the Member.

SECTION XX

PENSION COMMITTEE

20.1 EFFECTIVE DATE

This Section XX is effective January 1, 1991 on which date the Pension Committee assumes the role of the Administrator of the Plan.

20.2 ROLE OF PENSION COMMITTEE

The Administrator shall act in the capacity of a trustee and shall be responsible for the administration of the Plan and the Fund, as described in this Section XX. The Administrator may delegate all or part of its powers and duties or be represented by one or more persons as it deems appropriate for a specific act.

20.3 COMPOSITION OF PENSION COMMITTEE

The Pension Committee is composed of eight persons, as follows:

(1) five persons appointed by the Company; and

(2) one Member appointed by the Company or, if so decided by the Active Members, one person appointed by the Active Members at the meeting held pursuant to Sub-section 20.21, and

(3) one Member appointed by the Company, or, if so decided by the Non-Active Members, one person appointed by Non-Active Members at the meeting held pursuant to Sub-section 20.21, and

(4) one person appointed by the Company, who is neither a party to the Plan nor a third person to whom the Act prohibits that a loan be granted by the Fund.

An appointment by the Company shall be in writing.

20.4 TERM OF OFFICE

The term of office of a member of the Pension Committee shall be of one year, or of such lesser duration as may be specified in his appointment. Nothing herein shall prevent such a person from being reappointed for another term following the expiry of his previous term regardless of the number of previous terms.

A member of the Pension Committee whose term of office has expired shall remain in office until he is reappointed, replaced or removed.

20.5 RESIGNATION, REMOVAL, REPLACEMENT

(1) Resignation
A member of the Pension Committee may resign from office by giving a written notice to that effect to the Pension Committee. Such a person shall remain in office until the date specified in the notice.

(2) Removal
A member of the Pension Committee who was appointed by the Company may be removed by the Company by a written notice. Such a removal shall be effective from the date specified in the written notice.

A member of the Pension Committee who was appointed by the Active Members, or by the Non-Active Members at the meeting held pursuant to Sub-section 20.21 may only be removed by a vote at the next meeting held pursuant to Sub-section 20.21.

(3) Vacancy
If a member of the Pension Committee becomes unable to act or if a seat on the Pension Committee is vacant for whatever reason, a person shall be appointed in writing to fill the seat, in the manner provided in Sub-section 20.3, for the remainder of the term. However, if the vacant seat was previously filled by a person appointed by the

Members, the Pension Committee shall appoint in writing a Member to fill the vacancy until the next meeting held pursuant to Sub-section 20.21.

20.6 OFFICERS

The members of the Pension Committee shall elect from among themselves a President.

20.7 QUORUM

Six members of the Pension Committee shall constitute a quorum. If there is no quorum, the members present shall adjourn the meeting. The quorum shall be maintained for the duration of the meeting.

20.8 VOTING

Each member of the Pension Committee shall have one vote on any matter put to a vote. In case of a tie-vote, there shall be no decision.

20.9 POWERS OF MAJORITY

A majority of the members of the Pension Committee may take any decision which the Plan authorizes or requires the Pension Committee to take. Each member of the Pension Committee is deemed to have approved any decision made by the majority of the members of the Pension Committee, unless he expresses his dissent without delay. He is also deemed to have approved any decision made in his absence, unless he makes his dissent known to the other members of the Pension Committee, in writing, within a reasonable time after becoming aware of the decision.

20.10 OFFICE

The Pension Committee shall have an office at the head office of the Company. It may hold its meetings at such office or elsewhere as it deems expedient.

20.11 COMPENSATION

The members of the Pension Committee shall serve without compensation for the execution of the duties of their office. However, the member of the Pension Committee, who is appointed pursuant to paragraph 4 of Sub-section 20.3, may receive at the discretion of the Company a reasonable compensation. The members of the Pension Committee may be paid or reimbursed for all expenses reasonably incurred in the execution of their duties. Reimbursement of expenses and payment of compensation shall be paid from the Fund.

20.12 RESOLUTIONS IN LIEU OF MEETING

A written resolution, signed by all the members of the Pension Committee who are entitled to vote on that resolution at Pension Committee meetings, is valid as if it had been passed at a meeting. Copies of all such resolutions shall be kept with the minutes of the proceedings of the Pension Committee.

20.13 POWERS OF PENSION COMMITTEE

The Pension Committee shall have the powers necessary to administer the Plan, subject to the provisions of this Plan and of the Act, including but not necessarily limited to the following:

(a) to adopt rules relating to the administration of the Plan and the conduct of its business and to amend such rules from time to time;

(b) to determine the eligibility of Members or other beneficiaries for benefits, to determine the amount of such benefits, to determine the conditions under which benefits may become payable and to verify that benefits are paid from the Fund in accordance with the directives given to the custodian of the Fund, and in general to interpret the rules of the Plan;

(c) to take any action considered necessary or expedient for the administration of the Plan and the Fund, and make in its name any kind of contract it may lawfully enter into.

20.14 DUTIES OF PENSION COMMITTEE

The Pension Committee shall have the following duties, subject to the provisions of this Plan and of the Act:

(a) to file with the appropriate authorities the application for registration of every amendment to the Plan;

(b) to cause to be prepared and transmit to the appropriate authorities the annual information returns, financial reports and actuarial valuation reports of the Plan;

(c) to provide to each Member or other eligible person the information prescribed under the Act;

(d) to keep the documents relating to the Plan and give access to such documents to the persons legally entitled to such access;

(e) to call each Member and the Company to the Annual Meeting;

(f) to establish and adopt a written investment policy, giving particular consideration to the type of pension plan, its characteristics and its financial obligations;

(g) to perform all other duties prescribed by the Act.

20.15 DELEGATION OF POWERS

All delegation of powers by the Pension Committee shall be made by a written notice.

At any time, subject to the conditions specified in the notices of delegation and acceptance, the Pension Committee may rescind the delegation by a written notice to the person to whom the powers were delegated.

A written notice shall be effective from the date specified in the notice.

No person to whom a power has been delegated may delegate that power to another person unless expressly allowed in the original delegation.

20.16 CONFLICT OF INTERESTS

No member of the Pension Committee may exercise his powers in his own interest or in the interest of a third person, nor may he place himself in a situation of conflict between his personal interest and the duties of his office.

Every member of the Pension Committee shall, without delay, notify the Pension Committee in writing of any interest he has in an enterprise that is susceptible of causing his personal interest to conflict with the duties of his office, and of any rights, other than those arising from the Plan, he may have in or may invoke against the Fund, specifying, where such is the case, the nature and value of such rights. Every interest or right so notified shall be recorded in the register kept by the Pension Committee for such purpose.

20.17 DOCUMENTS TO BE KEPT

The Pension Committee shall maintain at its office the following documents:

(a) the text of the Pension Plan and supporting documentation;

(b) the investment policy of the Pension Committee;

(c) the annual information returns, financial reports and the valuation reports filed with the Government authorities;

(d) all other documents that may be consulted by an eligible Employee, a Member, a Spouse or a Beneficiary pursuant to the provisions of the Pension Benefits Act;

(e) a register in which every interest or right notified to it pursuant to Sub-section 20.16 shall be recorded and;

(f) a book containing the minutes of proceedings of its meetings and its decisions.

20.18 INDEMNIFICATION

Except in respect of an action by or on behalf of the Company to procure a judgment in its favour, the Company shall indemnify and save harmless each member of the Pension Committee against all loss, liability and costs reasonably incurred by him in respect of any action or proceeding to which he is made a party by reason of being or having been a member of the Pension Committee, if he acted honestly and in good faith.

20.19 LIABILITY INSURANCE

The Company may purchase and maintain insurance for the benefit of the members of the Pension Committee against any liability incurred by them in their capacity of members of the Pension Committee. The premium shall be paid from the Fund.

20.20 NOTICE OF ANNUAL MEETING

Within six (6) months of the end of the Plan Year, or within any additional period which may be granted by the Régie des rentes du Québec, the Pension Committee shall call an Annual Meeting of the Employer and the Québec Members of the Plan, by giving to each of them a written notice setting the time and place of the meeting. This notice shall be sent with the annual statement to be sent in accordance with Sub-section 20.26.

20.21 PURPOSE OF ANNUAL MEETING

At the annual meeting, the Pension Committee shall:

(a) inform the Members present at the meeting of the amendments made to the Plan, the indications recorded in the register kept under Sub-section 20.17(e) and the financial position of the Plan; and

(b) render an account of its administration.

In addition, at such meeting, each group of Active Members and Non-Active Members will decide whether or not it will designate a member of the Pension Committee and, if it so decided, will proceed with such designation.

20.22 PRESIDING OFFICER

The president of the Pension Committee or a member of the Pension Committee designated by the president shall be Chairman of the Annual Meeting.

20.23 VOTING

Any matter put to a vote at the Annual Meeting shall be decided by a majority of the votes cast by Members present at the meeting. Each Member present at the Annual Meeting shall be entitled to one vote.

Voting at the meeting shall be by show of hands.

20.24 PLAN SUMMARY

The Pension Committee shall provide each Member or Employee eligible for membership a written explanation of the terms and conditions of the Plan, together with an explanation of the rights and duties of the Member under the terms of the Plan. In the case of an amendment to the Plan, such documents shall be provided, in accordance with the Act, to the Members only and may consist only of the amended terms together with an explanation of the rights and duties arising from the amendment.

20.25 NOTICE OF PROPOSED AMENDMENT

If the Pension Committee proposes to apply for the registration of an amendment, it shall inform the Active Members thereof, in accordance with the Act.

20.26 ANNUAL STATEMENT

The Pension Committee shall transmit annually to each Member, a written statement containing the information prescribed under the Act in respect of the Member's benefits under the Plan.

20.27 STATEMENT ON TERMINATION OF EMPLOYMENT OR MEMBERSHIP

When a Member of the Plan terminates employment or otherwise ceases to be a Member, the Pension Committee shall give to the Member, or to any other person who becomes entitled to a benefit under the Plan, a written statement setting out the information prescribed under the Act in respect of the benefits of the Member or other person.

20.28 INSPECTION OF DOCUMENTS

The Pension Committee shall make available for inspection by eligible individuals the documents and information concerning the Plan and the Fund as prescribed under the Act.

SECTION XXI

SPECIAL PROVISIONS FOR NEW BRUNSWICK MEMBERS

21.1 The provisions of this Section XXI apply to persons employed in the province of New Brunswick after December 31, 1991.

21.2 The provisions of this section shall supersede the provisions of the other sections of the Plan. Except as modified in this Section the provisions of the other sections of the Plan continue to apply.

21.3 The provisions of this section apply from January 1, 1992 except where a later date of application is indicated.

21.4 In this section:

A) "Act" means the Pension Benefits Act of New Brunswick and any regulations thereunder, as amended from time to time.

B) "Prescribed" means as Prescribed in the Act.

C) "Member" means a Member in the employ of an Employer in New Brunswick.

D) "Part-Time Employee" means a Part-Time Employee working for an Employer in New Brunswick.

E) "Spouse" means either of a man and woman who

(a) are married to each other,

(b) are married to each other by a marriage that is voidable and has not been avoided by a declaration of nullity,

(c) have gone through a form of marriage with each other in good faith that is void and have cohabited within the preceding year, or

(d) not being married to each other, have cohabited

(i) continuously for a period of not less than three years in a conjugal relationship in which one person has been substantially dependent upon the other for support, or

(ii) in a relationship of some permanence where there is a child born of whom they are the natural parents,

and have cohabited within the preceding year.

F) **"Continuous Service"** shall include any period of lay-off or temporary absence and any period of employment after 1991 which would not count as Continuous Service under Sub-section 6.1 solely because it was employment on other than a full-time basis.

G) **"Former Member"** shall mean a Member who has terminated Active Membership and who retains a present or future entitlement to receive a benefit under the Plan.

H) **"Termination of Employment"** shall mean the cessation of Continuous Service by the Member.

21.5 Effective January 1, 1992 every Part-Time Employee who has completed two years of Continuous Service may join the Plan on the first day of any month, provided he has earned in respect of his or her employment at least 35% of the YMPE in each of 2 consecutive calendar years immediately before he joins. Membership of Part-Time Employees shall be optional and shall be subject to application therefor in such form as the Administrator may prescribe.

No person may have Credited Service for any period before January 1, 1992 during which he was not a full-time employee.

21.6 A Member who has completed at least 5 years of Continuous Service at the date of termination of employment or who has then reached his Normal Retirement Date and who is not entitled to benefits under Sub-sections 4.1, 4.2, 4.3 or 4.4 will receive an annual deferred pension payable from his Normal Retirement Date in an amount equal to his Accrued Pension in respect of service on and after January 1, 1992.

21.7 A Member or a Former Member who terminates service on or after January 1, 1992 and who has completed 5 years of Continuous Service may elect to receive, in lieu of the deferred pension to which he is entitled from his Normal Retirement Date, a pension payable from a date, not to precede the Normal Retirement Date by more than 10 years, nor to precede the date of election, which shall be the Actuarial Equivalent of such deferred pension.

21.8 If on the death of a Member or Former Member who has not commenced to receive his pension and who has completed 5 years of Continuous Service there is a surviving Spouse, a pension shall be payable to the surviving Spouse for life such that the Commuted Value of such pension shall be equal to the sum of

A) 60% of the Commuted Value of the deceased's vested pension determined in accordance with Sub-sections 4.4 and 21.6 plus

B) The Accumulated Employee Contributions under Section XV plus

C) The Capital Accumulation Account under Section XIX.

Any benefits under this Sub-section are in lieu of those provided under Sub-section 4.5 or 4.6, whichever may apply, and under Sections XV and XIX unless such other benefits have a greater Commuted Value in which case such other benefits shall be paid instead, subject to the provision that if there is a surviving Spouse benefits may be paid only as a life pension to the surviving Spouse.

In lieu of a pension, the surviving Spouse may elect to receive its Commuted Value in cash.

This Sub-section 21.8 does not apply to voluntary contributions made under Sub-section 8.3.

21.9 A Member who has a Spouse on the date pension payments commence (including a Former Member who terminated employment before January 1, 1992 but whose pension commenced after such date), will receive the annual pension on a basis which provides for a reduced pension, calculated as the Actuarial Equivalent of the pension otherwise provided by the Plan, with the provision that, after the death of the Member, 60% of the amount of the reduced pension will continue to be paid to the surviving Spouse for the remainder of the surviving Spouse's life.

A Member may, at any time prior to pension commencement date, elect to waive the provisions of this section if he can produce a valid "Spouse's Pension Waiver" completed in Prescribed Manner by the Spouse within 90 days of pension commencement date.

21.10 If the Member terminates employment on his Normal Retirement Date or within the 10 years preceding it, the Administrator reserves the right that, in lieu of such pension benefit as the Member or his surviving Spouse may be entitled to, a single cash payment be made to the Member or his surviving Spouse, as the case may be, equal to the Commuted Value of such pension if the annual amount of such pension is less than 2% of the YMPE for the calendar year of the termination of employment, death, commencement of pension payment or termination of the Plan, whichever is earliest. In addition, if the Commuted Value of such pension is less than 10% of such YMPE, the Administrator reserves the right to require that the Member make the transfer provided in Sub-section 4.8.

21.11 Any elections that a Member, or surviving Spouse may make under this Plan must be made in writing to the Company within 90 days of the date such person is advised of his right to an election, or within such longer period of time as the Administrator may allow in specific circumstances. If such person does not make an election in writing within the stated time frame, benefits will be paid as if he has made no election.

21.12 Any refunds of contributions under the Plan with appropriate interest, to the Member, surviving Spouse or other Beneficiary, as the case may be, shall be made within 60 days of the termination of employment or death, as the case may be, or within 60 days of the completion and filing of all the necessary documents, if later.

21.13 Benefits under the Plan may be split between the Member and his Spouse pursuant to a written agreement or court order in the event of marriage breakdown but only to the extent Prescribed in the Act.

SECTION XXII

SPECIAL PROVISIONS FOR BRITISH COLUMBIA MEMBERS

22.1 The provisions of this Section XXII apply to persons employed in the province of British Columbia after December 31, 1992.

22.2 The provisions of this section shall supersede the provisions of the other sections of the Plan. Except as modified in this Section the provisions of the other sections of the Plan continue to apply.

22.3 The provisions of this section apply from January 1, 1993 except where a later date of application is indicated.

22.4 In this section:

A) **"Act"** means the Pension Benefits Standards Act of British Columbia and any regulations thereunder, as amended from time to time.

B) **"Prescribed"** means as Prescribed in the Act.

C) **"Member"** means a Member in the employ of an Employer in British Columbia.

D) **"Part-Time Employee"** means a Part-Time Employee working for an Employer in British Columbia.

E) **"Living separate and apart"** means, for the purposes of paragraph b) i) of Section 4.5, at a given point in time and in respect of two persons, either

a) that they are living apart at that point in time and either of them has the intention to live separate and apart from the other, or

b) that, before that point in time,

i) they had been living separate and apart for any period, and

ii) that period was interrupted or terminated by reason only that either of them became incapable of continuing to live separate and apart or of forming or having the intention to continue to live separate and apart of that person's own volition,

and the separation would probably have continued if that person had not become so incapable.

F) **"Continuous Service"** shall include any period of temporary absence not exceeding 26 continuous weeks following which the Member immediately returns to work and any period of employment after 1992 which would not count as Continuous Service under Sub-section 6.1 solely because it was employment on other than a full-time basis.

G) **"Former Member"** shall mean a Member who has terminated Active Membership and who retains a present or future entitlement to receive a benefit under the Plan.

H) **"Termination of Employment"** shall mean the cessation of Continuous Service by the Member.

22.5 Subject to 3.2 and 3.3, effective January 1, 1993 every Part-Time Employee who has completed two years of Continuous Service may join the Plan on the first day of any month, provided he has earned in respect of his or her employment at least 35% of the YMPE in each of 2 consecutive calendar years immediately before he joins.

No person may have Credited Service for any period before January 1, 1993 during which he was not a full-time employee.

22.6 A Member who has completed at least 5 years of Continuous Service at the date of termination of employment or who has then reached his Normal Retirement Date or whose Continuous Service is broken by the termination of the Plan and who is not entitled to benefits under Sub-sections 4.1, 4.2, 4.3 or 4.4 will receive an annual deferred pension payable from his Normal Retirement Date in an amount equal to his Accrued Pension in respect of service on and after January 1, 1993.

The Member's Accrued Pension in respect of service on and after January 1, 1993 shall represent the excess of

i) the Member's Accrued Pension for all Credited Service, over

ii) the Member's Accrued Pension for Credited Service to December 31, 1992 calculated in accordance with the provisions of the Plan in effect on December 31, 1992.

In lieu of a deferred pension, if the Member is under age 55, he may transfer the commuted value of his deferred pension, as described in sub-section 4.8.

22.7 A Member or a Former Member who terminates employment on or after January 1, 1993 and who has completed 5 years of Continuous Service may elect to receive, in lieu of the deferred pension to which he is entitled from his Normal Retirement Date, a pension payable from a date, not to precede the Normal Retirement Date by more than 10 years, nor to precede the date of election, which shall be the Actuarial Equivalent of such deferred pension.

22.8 If on the death of a Member or Former Member who has not commenced to receive his pension and who has completed 5 years of Continuous Service there is a surviving Spouse, a pension shall be payable to the surviving Spouse for life such that the Commuted Value of such pension shall be equal to the sum of

A) 60% of the Commuted Value of the deceased's vested pension determined in accordance with Sub-sections 4.4 and 22.6 plus

B) The Accumulated Employee Contributions under Section XV plus

C) The Capital Accumulation Account under Section XIX.

Any benefits under this Sub-section are in lieu of those provided under Sub-section 4.5 or 4.6, whichever may apply, and under Sections XV and XIX unless such other benefits have a greater Commuted Value in which case such other benefits shall be paid instead, subject to the provision that if there is a surviving Spouse, benefits may be paid only as a life pension to the surviving Spouse, except as provided below.

In lieu of a pension, the surviving Spouse may elect to transfer its Commuted Value to a vehicle described in Sub-section 4.8. Notwithstanding the foregoing, the surviving Spouse may elect to receive in a lump sum the Commuted Value of the benefits under this sub-section 22.8 which are related to service before 1993. The Administrator may require that the Spouse make such transfer.

If there is no surviving Spouse or if the surviving Spouse has waived in the Prescribed form his/her rights to benefits under this sub-section 22.8, benefits are payable by way of a lump sum to the Beneficiary, or if there is no Beneficiary, to the estate.

This Sub-section 22.8 does not apply to voluntary contributions made under Sub-section 8.3.

22.9 A Member who has a Spouse on the date pension payments commence (including a Former Member who terminated employment before January 1, 1993 but whose pension commenced after such date), will receive the annual pension on a basis which provides for a reduced pension, calculated as the Actuarial Equivalent of the pension otherwise provided by the Plan, with the provision that, after the death of the Member, 60% of the amount of the reduced pension will continue to be paid to the surviving Spouse for the remainder of the surviving Spouse's life.

A Member may, at any time prior to pension commencement date, elect to waive the provisions of this section if he can produce a valid "Spouse's Pension Waiver" completed in Prescribed Manner by the Spouse within 90 days of pension commencement date.

22.10 The Administrator reserves the right that, in lieu of such pension benefit as the Member or his surviving Spouse may be entitled to, a single cash payment be made to the Member or his surviving Spouse, as the case may be, equal to the Commuted Value of such pension if the annual amount of such pension is less than 2% of the YMPE for the calendar year of the termination of employment, death, commencement of pension payment or termination of the Plan, whichever is earliest or if the commuted value is less than 4% of the YMPE for that calendar year. In addition, if the Commuted Value of such pension is less than 10% of such YMPE, the Administrator reserves the right to require that the Member make the transfer provided in Sub-section 4.8.

22.11 Any elections that a Member, or surviving Spouse may make under this Plan must be made in writing to the Company within 90 days of the date such person is advised of his right to an election, or within such longer period of time as the Administrator may

allow in specific circumstances. If such person does not make an election in writing within the stated time frame, benefits will be paid as if he has made no election.

22.12 Any refunds of contributions under the Plan with appropriate interest, to the Member, surviving Spouse or other Beneficiary, as the case may be, shall be made within 60 days of the termination of employment or death, as the case may be, or within 60 days of the completion and filing of all the necessary documents, if later.

22.13 Benefits under the Plan may be split between the Member and his Spouse pursuant to a written agreement or court order in the event of marriage breakdown but only to the extent Prescribed in the Act.

22.14 The pension paid to a Member of his surviving Spouse shall not vary based on sex.

The actuarial basis for Actuarial Equivalents shall not take into account differences based on sex.

APPENDIX I

PARTICIPATING EMPLOYERS, DIVISIONS, ETC.

Company	Division	Employer Participation Date	Past Service Limit Date
Ivaco Inc.			
	Corporate	January 1, 1980	None
	Sivaco Québec	January 1, 1980	None
	Sivaco Chambly	January 1, 1987	January 1, 1987
	Sivaco Ontario	January 1, 1980	None
	Sivaco Maritimes	January 1, 1980	None
	Ivaco Rolling Mills (Including former Eastern Steelcasting)	January 1, 1980	None
	Clôtures Bel-Air (Subsidiary up to June 30, 1988)	February 1, 1984	February 1, 1984
	Infasco	January 1, 1980	None
	Galvano	January 1, 1980	January 1, 1979
	Infasco Nut	January 1, 1980	None
	Lundy Fence	July 1, 1986	July 1, 1986
Ifastgroupe Inc.			
	Infasco	January 1, 1994	None
	Galvano	January 1, 1994	January 1, 1979
	Infasco Nut	January 1, 1994	None
Ivaco Rolling Mills Inc.		January 1, 1995	None

Appendix II

Salaried Employees Transferred from Federal Bolt & Nut to Infasco

Benefits of the Predecessor Plans

Non-Contributory Plan

	Name	SIN	Sex	Birth Date	Federal Bolt & Nut Hire Date	Credited Service at Date of Transfer	Monthly Normal Retirement Pension at Date of Transfer $
	Transfer Date: January 1, 1987 ety						
(Magee)	Scott, M.	623-801-370	F	Dec. 29/55	Nov. 21/83	3 years, 1 month	46.25
	Velasco, C. 98	626-742-472	F	Aug. 11/49	Jan.10/77	9 years, 8 months	145.00
	Anderson, T.	629-667-668	M	Nov. 29/58	May 15/79	7 years, 7 months	113.75
	Bruneski, C.	626-464-903	F	Oct. 7/58	Jan. 21/80	5 years, 3 months	78.75
	Gilmour, P. 98	637-513-144	F	Nov. 23/67	Mar. 15/85	1 year, 9 months	26.25
	Jumelet, P.	450-127-964	M	Mar. 16/52	Nov. 1/71	15 years, 2 months	227.50
	Pollard, T. 98	630-308-377	M	Oct. 7/64	Feb. 4/85	1 year, 10 months	27.50
	Wilson, T.	629-595-836	M	Mar. 6/59	Oct. 24/78	8 years, 2 months	122.50
	Damiani, R. 98	235-267-010	M	Apr. 14/51	Apr. 7/75	11 years, 8 months	175.00
	Dequire, A. 14	406-258-855	F	Sept.18/28	Apr. 1/68	18 years, 8 months	280.00
	Dessa, A.	211-331-244	M	Nov. 28/41	July 16/79	7 years, 5 months	111.25
	Esposito, M. -	262-801-327	F	Jan. 2/65	May 22/84	2 years, 7 months	38.75
	Fedele, N.	224-453-761	M	Dec. 19/49	Nov. 5/73	13 years, 1 month	196.25
	Gelineau, D.	249-084-567	F	July 5/57	Mar. 29/76	10 years, 9 months	161.25
	Lima, A. 98	206-391-757	M	June 28/45	Mar. 29/74	12 years, 9 months	191.25
	McGill, C.	229-346-770	F	June 27/51	Feb. 2/84	2 years, 10 months	42.50
(Nyiri)	Peterson, E.	622-411-080	F	May 29/53	Nov. 26/79	7 years, 1 month	106.25
-	Woytko, E.	620-618-884	F	Aug. 9/53	Feb. 14/72	14 years, 10 months	222.50
	Rafuse, P. 98	102-320-207	M	June 16/43	Aug. 10/81	5 years, 4 months	80.00
	Boivin, R. -	215-893-439	M	Jan. 14/47	Oct. 6/86	2 months	2.50
	Duchin, E.	434-819-173	M	July 27/49	Feb. 18/74	12 years, 10 months	192.50
	Glass, John	445-492-523	M	Dec. 10/52	June 12/71	15 years, 0 months	225.00
	Harding, J.	703-046-599	M	Mar. 5/41	Aug. 1/79	7 years, 5 months	111.25
	Rebeck, R.	611-799-644	M	Oct. 3/47	May 5/76	10 years, 7 months	158.75
	Blakeney, C. 98	117-979-542	F	Oct. 28/61	July 23/84	2 years, 5 months	36.25
(Mercer)	McKay, D.	105-382-766	F	Dec. 31/46	June 12/74	12 years, 6 months	187.50
	Saulnier, S.	114-064-579	F	Mar. 15/59	Aug. 23/78	8 years, 6 months	127.50

Appendix III

Salaried Employees Transferred from Federal Bolt & Nut to Infasco

Benefits of the Predecessor Plans

Name	SIN	Sex	Birth Date	Federal Bolt & Nut Hire Date	Credited Service at Date of Transfer: Non-Contributory Plan	Credited Service at Date of Transfer: Contributory Plan	Monthly Normal Non-Contributory Pension at Date of Transfer $	(Accumulated Employee Contributions) Employee Contributions withInterest at Date of Transfer $
Transfer Date: January 1, 1987								
Amyot, R. ety 11	210-861-787	M	Mar. 12/34	Feb. 1/71	3 yrs. 7 mo.	13 yrs. 0 mo.	53.75	8,742.24
Bilyk, E.	406-258-657	M	Dec. 25/41	Apr. 1/71	11 yrs. 9 mo.	14 yrs. 2 mo.	176.25	9.787.82
Franklin, I. 14	412-507-378	M	Jan. 8/34	Aug. 8/67	4 yrs. 9 mo.	14 yrs. 6 mo.	71.25	13,576.31
Gordon, V.	401-137-393	M	Sept. 7/32	Dec. 1/75	2 yrs. 4 mo.	8 yrs.10 mo.	35.00	6,601.18
Gorski, C. 14	406-258-681	M.	Oct. 26/32	Jan. 1/61	7 yrs. 0 mo.	19 yrs. 0 mo.	105.00	14,057.77
Higgings, N. 11	704-066-745	M	Nov. 16/33	Apr. 1/69	3 yrs. 4 mo.	14 yrs. 4 mo.	50.00	10,009.44
Milne, J. 18	407-364-876	M	Aug. 20/26	Nov. 15/67	2 yrs. 6 mo.	16 yrs. 7 mo.	37.50	11,775.65
Petruskavich,F.	406-259-820	M	Jan. 10/42	Feb. 27/64	3 yrs. 10 mo.	19 yrs. 0 mo.	57.50	14,488.92
Rothwell, C. J.	405-528-829	M	May 14/34	Nov. 4/70	6 yrs. 2 mo.	10 yrs. 0 mo.	92.50	16,245.14
Vekemans, J. 18	403-772-635	M	Feb. 14/31	July 4/77	2 yrs. 1 mo.	7 yrs. 5 mo.	31.25	11,091.27
Svoboda, G.	616-490-983	M	Aug. 20/46	Sept.10/69	3 yrs. 2 mo.	14 yrs. 1 mo.	47.50	8,669.35
Weststeyn, A. 14	406-259-739	M	Nov. 18/36	May 3/60	7 yrs. 8 mo.	19 yrs. 0 mo.	115.00	16,477.05

Salaried Employee Transferred from Federal Bolt & Nut to Sivaco Ontario

Name	SIN	Sex	Birth Date	Federal Bolt & Nut Hire Date	Non-Contributory Plan	Contributory Plan	Monthly Normal Non-Contributory Pension $	Employee Contributions $
Transfer Date: January 1, 1988								
Bignoli, H.	228-331-294	M	Feb. 6/33	Nov. 20/67	2 yrs. 0 mo.	18 yrs. 1 mo.	30.00	22,184.20

Salaried Employee Transferred from Federal Bolt & Nut to Infasco Nut

Name	SIN	Sex	Birth Date	Federal Bolt & Nut Hire Date	Non-Contributory Plan	Contributory Plan	Monthly Normal Non-Contributory Pension $	Employee Contributions $
Transfer Date: October 1, 1987								
Leuterio, L.	470-700-576	F	Aug. 21/53	Nov. 19/84	2 yrs. 10 mo.	-	42.50	-

IVACO INC.

R E S O L U T I O N

Pension Plan for Salaried Employees
of Ivaco Inc. and Participating Subsidiary Companies

WHEREAS it is necessary:

(i) to admit Ifastgroupe Inc. as participating employer of the Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies; and

(ii) to amend the Plan accordingly.

On motion, duly seconded, IT WAS UNANIMOUSLY RESOLVED:

THAT, effective January 1, 1994, Ifastgroupe Inc. be admitted as participating employer of the Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies and that Appendix 1 of the Plan be amended and replaced by the attached Appendix 1.

THAT Section 1.22 of the Plan be amended by adding the following phrase at the end of that Section:

"The Company and its Subsidiaries hereby agree that the Plan shall not be considered to be a Multi-employer Plan pursuant to the Quebec Supplemental Pension Plans Act;"

I, Guy-Paul Massicotte, General Counsel and Secretary of Ivaco Inc., hereby certify that the above is a true and correct copy of a resolution passed by the directors of the Corporation at their meeting duly called and held on May 26, 1994 and that such resolution is in full force and effect as at the date hereof.

DATED this 20th day of July, 1994.

Guy-Paul Massicotte

MC3566

APPENDIX I

PARTICIPATING EMPLOYERS, DIVISIONS, ETC.

Company	Division	Employer Participation Date	Past Service Limit Date
Ivaco Inc.			
	Corporate	January 1. 1980	None
	Sivaco Québec	January 1, 1980	None
	Sivaco Ontario	January 1. 1980	None
	Ivaco Rolling Mills	January 1, 1980	None
	Clôtures Bel-Air	February 1. 1984	February 1, 1984
	Infasco	January 1, 1980	None
	Galvano	January 1. 1980	January 1, 1979
	Infasco Nut	January 1. 1980	None
Ifastgroupe Inc.			
	Infasco	January 1, 1994	None
	Galvano	January 1, 1994	January 1, 1979
	Infasco Nut	January 1. 1994	None

IVACO INC.

R E S O L U T I O N

Pension Plan for Salaried Employees of Ivaco Inc.
and Participating Subsidiary Companies

On motion duly seconded, IT WAS UNANIMOUSLY RESOLVED:

THAT Ivaco Rolling Mills Inc. be admitted as participating employer of the Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies and that Appendix 1 of the Plan be amended and replaced by the attached Appendix 1.

I, Guy-Paul Massicotte, General Counsel and Secretary of Ivaco Inc., hereby certify that the above is a true and correct copy of a resolution passed by the directors of the Corporation at their meeting duly called and held on March 1, 1995 and that such resolution is in full force and effect as at the date hereof.

DATED this 2nd day of March, 1995.

Guy-Paul Massicotte

MC4102

APPENDIX I

PARTICIPATING EMPLOYERS, DIVISIONS, ETC.

Company	Division	Employer Participation Date	Past Service Limit Date
Ivaco Inc.			
	Corporate	January 1, 1980	None
	Sivaco Québec	January 1, 1980	None
	Sivaco Chambly	January 1, 1987	January 1, 1987
	Sivaco Ontario	January 1, 1980	None
	Sivaco Maritimes	January 1, 1980	None
	Ivaco Rolling Mills (Including former Eastern Steelcasting)	January 1, 1980	None
	Clôtures Bel-Air (Subsidiary up to June 30, 1988)	February 1, 1984	February 1, 1984
	Infasco	January 1, 1980	None
	Galvano	January 1, 1980	January 1, 1979
	Infasco Nut	January 1, 1980	None
	Lundy Fence	July 1, 1986	July 1, 1986
Ifastgroupe Inc.			
	Infasco	January 1, 1994	None
	Galvano	January 1, 1994	January 1, 1979
	Infasco Nut	January 1, 1994	None
Ivaco Rolling Mills Inc.		January 1, 1995	None

IVACO INC.

RESOLUTION

Pension Plan for the Salaried Employees of
Ivaco Inc. and Participating Subsidiary Companies

WHEREAS Ivaco Inc. (the "Company") has adopted the Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies (the "Plan");

WHEREAS it is necessary to amend the Plan to comply with the requirements of the Pension Benefits Standards Act of British Columbia; and

WHEREAS the Company wishes to provide the unreduced pensions to salaried employees who retire in the years 1994, 1995 or 1996 with at least 30 years of Continuous Service;

On motion duly seconded, IT WAS UNANIMOUSLY RESOLVED:

(a) THAT the attached amendment No 1 to the restated Plan Text as of January 1, 1992, as submitted to this meeting (copy of which shall be kept in the Secretary's files), be adopted effective on the dates stated thereon; and

(b) THAT any director or officer of the Company be and he is hereby authorized, for and on behalf of the Company, to sign any documents as he may deem necessary to give effect to this resolution.

I, Guy-Paul Massicotte, General Counsel and Secretary of IVACO INC., hereby certify that the above is a true and correct copy of a resolution passed by the directors of the Corporation at their meeting duly called and held on May 1, 1995 and that such resolution is in full force and effect as at the date hereof.

DATED this 25th day of July, 1995

Guy-Paul Massicotte

c:\wp51\monique\meeting.dir\010595.ext

PENSION PLAN FOR SALARIED EMPLOYEES OF

IVACO INC. AND PARTICIPATING SUBSIDIARY COMPANIES

AMENDMENT NO. 1

The Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies is amended as follows, effective January 1, 1993:

Sections 1.6 and 1.32 are changed as follows:

A new Section XXII is added as follows:

The Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies is amended as follows, effective January 1, 1994:

Sections 4.2 and 5.2 are changed as follows:

La présente certifie que le comité de retraite a été avisé de cette modification

KC

André Cromp
Directeur général des avantages sociaux
Président du comité de retraite

CONTENTS

Section		Page
I	DEFINITIONS	1
II	EFFECTIVE DATE	9
III	MEMBERSHIP	10
IV	ENTITLEMENT TO BENEFITS	14
V	AMOUNT OF BENEFITS	19
VI	CONTINUOUS AND CREDITED SERVICE	27
VII	NORMAL AND OPTIONAL FORMS OF PAYMENTS	30
VIII	CONTRIBUTIONS TO THE FUND	32
IX	ADMINISTRATION OF THE PLAN	34
X	GENERAL PROVISIONS	37
XI	AMENDMENT OR TERMINATION OF THE PLAN	41
XII	SPECIAL RULES FOR NON-SALARIED SERVICE	43
XIII	SPECIAL RULES FOR PERSONS EMPLOYED IN THE PROVINCE OF QUEBEC	46
XIV	SPECIAL PROVISIONS FOR MANITOBA MEMBERS	53
XV	TRANSFERS FROM FEDERAL BOLT & NUT	57
XVI	SPECIAL PROVISIONS FOR ALBERTA MEMBERS	62
XVII	SPECIAL PROVISIONS FOR ONTARIO MEMBERS	67
XVIII	SPECIAL PROVISIONS FOR NOVA SCOTIA MEMBERS	72
XIX	CAPITAL ACCUMULATION PROGRAM	76
XX	PENSION COMMITTEE	79
XXI	SPECIAL PROVISIONS FOR NEW BRUNSWICK MEMBERS	89
XXII	SPECIAL PROVISIONS FOR BRITISH COLUMBIA MEMBERS	94

Appendix I Participating Employers, Divisions, Etc.
Appendix II Transfers from Federal Bolt & Nut
Appendix III Transfers for Federal Bolt & Nut

For a Member, for whom either Section XIII, XIV, XVI, XVII, XVIII, XXI or XXII applies, (i.e. working in the province of Québec, Manitoba, Alberta, Ontario, Nova Scotia, New Brunswick or British Columbia) who is employed on a less than full-time basis, Average Terminal Earnings are calculated after an annualizing adjustment to the Earnings for each calendar year or part thereof for which the average is taken, such that the Earnings are multiplied by the ratio of the hours regularly scheduled to be worked in that year or part thereof by full-time employees in the same category of employment to the actual hours worked by the Member during that year or part thereof.

Members who are absent from work because they are in receipt of Long Term Disability benefits or because they are disabled and are in receipt of periodic payments under Workmen's Compensation legislation or CSST or because they have an approved leave of absence without pay of less than two years following which they immediately return to work and continue in employment for a period at least equal to their leave of absence shall be deemed to be receiving Earnings during such absence at the rate they were receiving immediately before such absence in the case of basic salary and at the average rate they received in the twelve months (or the period of employment if less than twelve months) immediately preceding the occurrence of disability or of being granted leave of absence, as the case may be, in the case of all other remuneration.

Notwithstanding the foregoing, Average Terminal Earnings may never be greater than the Average Indexed Compensation. For the purposes of this Sub-section 1.6, Average Indexed Compensation means the highest average of the Indexed Compensation of any three non overlapping periods of 12 consecutive months each and Indexed Compensation means Earnings, but only to the extent paid by an Employer, indexed from the year of payment of those earnings, or 1986 if later, to the year Continuous Service is broken or, in the case of employees to whom Sub-section 13.9 applies, to the year of the Normal Retirement Date, in accordance with the average wage, as defined in the Income Tax Act.

Active Membership has a corresponding meaning to Active Member. A Member who is not an Active Member shall be considered a Non-Active Member. A Non-Active Member may be a Former Member, a Retired Member or a Transferred Member, depending on the circumstances.

1.31 **"Normal Retirement Date"**, the first day of the month coinciding with or next following the Member's 65th birthday.

1.32 **"Part-Time Employee"**, for the purposes of Sections XIII, XIV, XVI, XVII, XVIII, XXI and XXII a permanent non-bargaining non-hourly rated employee of an Affiliated Company remunerated on either a salaried and/or a commission basis who is not classified as a full-time employee.

1.33 **"Past Service Limit Date"**, the date, if any, as listed in Appendix I, prior to which no past service is credited.

1.34 **"Pension Benefits Act"**, The Supplemental Pension Plans Act of Québec, or such other similar law of another province as may be applicable, and regulations thereunder as amended from time to time.

1.35 **"Plan"**, the Pension Plan for Salaried Employees of Ivaco Inc. and participating subsidiary companies, as set out in this document and as may be amended from time to time.

1.36 **"Prescribed"**, determined in accordance with and within the limits of the applicable Pension Benefits Act.

1.37 **"Québec Member"**, an Active Member who reports for work at an establishment of the Company located in Québec or, if not, who

SECTION IV

ENTITLEMENT TO BENEFITS

4.1 NORMAL RETIREMENT

A Member in the service of an Affiliated Company on his Normal Retirement Date will retire on that date subject to the provisions of Sub-section 4.3. He will then be entitled to benefits as provided in Sub-section 5.1.

4.2 EARLY RETIREMENT

A Member in the service of an Affiliated Company who has either completed 35 years of Continuous Service or has attained age 55 and entitled to a vested deferred pension as provided in Sub-section 4.4, subject to written application therefor, retire on the first day of any month following receipt by the Administrator of said application and before his Normal Retirement Date. He may also retire, even if he does not meet the foregoing conditions, if his effective date of retirement is on or after January 1, 1994 but before January 1, 1997, provided he has completed 30 years of Continuous Service on the effective date of his retirement. He shall then be entitled to benefits as provided in Sub-section 5.2.

4.3 DEFERRED RETIREMENT

A Member in the service of an Affiliated Company who has attained his Normal Retirement Date may, either in accordance with such laws as may apply or otherwise, at the Company's request, remain in service after that date, on a year to year basis. If he is still in service on December 1 of the calendar year of his 71st birthday, he will then be deemed to be retired. Except as otherwise provided in Sub-section 13.9 if applicable, he will be entitled to benefits, as provided in Sub-section 5.3, on such date, or on the date he retires, if earlier. If the Member's Continuous Service is broken before December 1 of the calendar year of his 71st birthday, on a day other than the first day of a month he shall be deemed to have retired on the first day of the month immediately following.

4.4 VESTING

A Member in the service of an Affiliated Company whose Continuous Service is broken other than by death before his Normal Retirement Date and who has

a) completed a continuous period, as defined in the Supplemental Pension Plans Act of Québec, of ten (10) years in the service of the Employer and attained the age of 45 years, or

b) completed ten years of Continuous Service, or

c) been an Active Member of the Plan or any other pension plan of an Employer for 24 continuous months

shall, unless he is eligible for and makes an election under Sub-section 4.2, receive a vested deferred annuity payable from his Normal Retirement Date and calculated as provided in Sub-section 5.4.

4.5 DEATH ON OR AFTER 10 YEARS OF SERVICE

In the event of the death of a Member in the service of an Affiliated Company who has at least 10 years of Continuous Service and who does not leave a Spouse, the Commuted Value of the Member's vested benefits in respect of Credited Service after December 31, 1986 will be paid in a lump sum to his Beneficiary or estate.

In the event of the death of a Member in the service of an Affiliated Company who has at least 10 years of Continuous Service and who leaves a Spouse, a monthly pension will be paid to the Spouse for the Spouse's remaining lifetime calculated as provided in Sub-section 5.5 or, where applicable, of a higher amount such that the Commuted Value is equal to the lump sum death benefit that would be paid if the deceased Member had not left a Spouse.

For the purposes of this Sub-section 4.5 a Spouse shall be a person of the opposite sex to the Member who, on the date of the Member's death, either

a) meets the definition of Spouse in Section XIII, XIV, XVII, XVIII or XXI whichever applies, or

b) if none of such sections apply,

   i) was married to, and not living separate and apart from the Member, or

   ii) if there is no person to whom paragraph i) applies, lived with the Member as husband and wife for the 2 year period immediately preceding the Member's death.

4.6 DEATH BEFORE 10 YEARS OF SERVICE

In the event of the death of a Member in the service of an Affiliated Company who has less than 10 years of Continuous Service, the Commuted Value of the Member's vested benefits, if any, in respect of Credited Service after December 31, be paid in a lump sum to his Beneficiary or estate.

d'où vient cette définition

à quelle

4.7 REMARRIAGE

Notwithstanding any prior provisions of the Plan, a Spouse's pension being paid under the Plan may not cease on account of a remarriage occurring on or after January 1, 1987 regardless whether the Member died or otherwise terminated employment before or after such date.

4.8 PORTABILITY

Except for a Québec Member, a Member who terminates his employment and has a vested entitlement to a deferred pension under Sub-section 4.4 but who is not entitled to an immediate pension under Sub-sections 4.1, 4.2 or 4.3, may elect to have the Commuted Value of such deferred pension:

(i) Transferred into another registered pension plan, providing the terms of the other pension plan permit such a transfer;

(ii) Transferred on a locked-in basis to a registered retirement funding arrangement that meets the requirements Prescribed under the Pension Benefits Act, or

(iii) Applied to purchase a deferred life annuity from an insurance company licensed to transact business in Canada, provided that the payment of the annuity will not commence until the Member has attained age 55.

Upon such transfer or payment, the individual shall cease to be a Member and shall have no further interest in the Plan.

Notwithstanding the foregoing, no transfer shall be made, except with the Company's consent, so long as the Member participates in a pension plan of any Affiliated Company.

Notwithstanding the foregoing, no amount may be transferred or applied to purchase a deferred life annuity in excess of such amounts as are permitted under the Income Tax Act.

The Administrator shall not authorize any payment under this Sub-section 4.8 except upon receipt of evidence that the funds will be administered in accordance with the Pension Benefits Act, if any. A transfer or purchase under this Sub-section 4.8 will be limited as Prescribed in the Pension Benefits Act if the restrictions of the Pension Benefits Act with regard to the solvency of the Plan have not been met.

An election under this Sub-section 4.8 shall be made in Prescribed form and within the Prescribed time limits. A Member who fails to notify the Administrator of the election as Prescribed will receive his or her pension entitlement from the Plan.

Notwithstanding the foregoing, where the Plan provides benefits, some or all of which are not locked-in by the Pension Benefits Act or which are not locked-in because no Pension Benefits Act applies, the Member to whom this Sub-section applies may elect, subject to Administrator consent, to have the Commuted Value of such benefits as are not locked-in, or of such part of them as the Administrator may stipulate, transferred to any Registered Retirement Savings Plan of his choice.

4.9 LIMITATION OF BENEFITS

No benefits may be paid from the Plan except as expressly provided in the Plan.

SECTION V

AMOUNT OF BENEFITS

5.1 NORMAL RETIREMENT PENSION

On retirement on his Normal Retirement Date a Member will receive an immediate lifetime pension, in the normal form, as defined in Sub-section 7.1, the annual amount of which shall be equal to his Accrued Pension.

5.2 EARLY RETIREMENT PENSION

A Member who, in accordance with Sub-section 4.2 retires before his Normal Retirement Date will receive an immediate lifetime pension, in the normal form, as defined in Sub-section 7.1, the annual amount of which shall be equal to the following:

(a) If he retires after having attained age 60 years and after having completed 10 years of Continuous Service - his Accrued Pension.

(b) If he retires before having attained age 60 years but either

i) after having completed 35 years of Continuous Service, or

ii) if he retires on or after January 1, 1994 but before January 1, 1997, after having completed 30 years of Continuous Service,

his Accrued Pension.

(c) If he retires before having attained age 60 years, before meeting the conditions of paragraph (b) foregoing, but after having completed 10 years of Continuous Service - his

Accrued Pension reduced by 1/2% for each month by which his actual date of retirement precedes the first day of the month coinciding with or next following his 60th birthday.

(d) If he retires before having completed 10 years of Continuous Service - his Accrued Pension reduced by 1/2% for each month by which his actual date of retirement precedes his Normal Retirement Date.

Provided, however, that in special circumstances, at the sole discretion of the Company, the annual amount of pension of a Member, other than a Member working in the province of Ontario, may be greater than described in the foregoing but in any event not greater than the Accrued Pension reduced, if the pension commencement date precedes the earliest of the days on which:

i) the Member will attain age 60;

ii) the Member's age plus Continuous Service would have equalled 80; and

iii) the Member would have completed 30 years of Continuous Service,

by 1/4 of 1% for each month, full or partial, by which the pension commencement date precedes that day, provided that no reduction applies in the case of a pension payable as a result of Total and Permanent Disability.

5.3 DEFERRED RETIREMENT PENSION

Except as otherwise provided in Sub-section 13.9, if applicable, a Member who retires after his Normal Retirement Date shall receive an immediate lifetime pension, in the normal form, as defined in Sub-section 7.1, the annual amount of which shall be equal to his Accrued Pension.

5.4 **DEFERRED ANNUITY**

The annual amount of the vested deferred annuity, payable in the normal form defined in Sub-section 7.1, shall be equal to

(a) If the Member qualifies under paragraphs (a) or (b) of Sub-section 4.4, the Member's Accrued Pension

(b) If the Member does not qualify under either paragraph (a) or (b) of Sub-section 4.4, the Member's Accrued Pension for Credited Service after December 31, 1986

For the purposes of this Sub-section 5.4, the Member's Accrued Pension for Credited Service after December 31, 1986, shall represent the excess of:

i) the Member's Accrued Pension for all Credited Service, over

ii) the Member's Accrued Pension for Credited Service to December 31, 1986,

and for the purposes of Paragraph ii) foregoing the Member's Accrued Pension shall be calculated in accordance with the provisions of the Plan in effect on December 31, 1991.

5.5 **SURVIVOR'S PENSION**

The amount of the monthly pension payable in accordance with Sub-section 4.5 to the Spouse is equal to 50% of the monthly Accrued Pension under the provisions of Sub-section 5.6 as of the date of death of the Member.

5.6 **ACCRUED PENSION**

Subject to the provisions of Sub-section 13.9, the Member's annual Accrued Pension shall be equal to 1 1/4% of the Member's Average Terminal Earnings multiplied by the number of years of the Member's Credited Service less 75% of 1/35 of the Canada/Québec Pension Plan benefits multiplied by the number of years of the Member's Credited Service up to a maximum of 35 such years. Where so indicated the Accrued Pension may be calculated in respect of a part only, as defined by the Company, of the Member's Credited Service.

5.7 CANADA/QUÉBEC PENSION PLAN

The benefits due to a Member from the Canada and/or Québec Pension Plan, as may apply, shall, for the purposes of this Section V be determined as follows:

a) calculated as of the date on which his Continuous Service is broken or on which he is neither a Salaried Employee nor a Part-Time Employee if earlier;

b) based on the provisions of the Canada and/or Québec Pension Plan as in effect on said date;

c) as if, on said date, he had reached the age he would attain on his Normal Retirement Date except if said date falls after his Normal Retirement Date;

d) as if he had contributed to the Canada and/or Québec Pension Plan, in every year in which he was eligible to do so up to said date;

e) as if his Unadjusted Pensionable Earnings, other than his last three full years of Credited Service, in any given year had been equal to the product of the YMPE in that given year by the factor described below.

   The factor is the average for the last three full years of Credited Service of the ratio of Unadjusted Pensionable Earnings to the YMPE.

5.8 MAXIMUM PENSION

1) Maximum Lifetime Pension

Notwithstanding any other provision of this Plan to the contrary, the annual lifetime pension payable to a Member under this Plan in the form of pension to be paid to the Member, including a pension payable under any other registered pension plan sponsored by the Company and any portion of pension payable to a Member's Spouse or former Spouse pursuant to Sub-section 10.5 b), determined at the time Continuous Service is broken or, in the case of employees to whom Sub-section 13.9 applies, determined at the Normal Retirement Date, shall not exceed the least of

a) $1,715 multiplied by the number of years of pensionable service;

b) $60,000;

c) 70% of the highest average of the Earnings in any three consecutive calendar years;

d) 2% of the highest average of the Earnings in any three consecutive calendar years multiplied by the years of pensionable service;

reduced, if the pension commencement date precedes the earliest of the days on which:

i) the Member will attain age 60;

ii) the Member's age plus Continuous Service would have equalled 80; and

iii) the Member would have completed 30 years of Continuous Service, by 1/4 of 1% for each month, full or partial, by which the pension commencement date precedes that day, provided that no reduction applies in the case of a pension payable as a result of Total and Permanent Disability.

Sub-sections 5.8(1) and 5.8(2) do not apply to additional benefits payable as a result of any Actuarial Equivalent increase due to deferral of pension commencement after Normal Retirement Date nor does it apply to that portion, if any, of the pension derived from the Capital Accumulation Program, except for Company contributions made before 1992, or from a Member's voluntary contributions.

2) Combined Maximum Bridge and Lifetime Pension for post-1991 Service

The annual amount of pension payable under Sub-section 5.10, in combination with the annual lifetime pension payable under Sub-section 5.1, 5.2, 5.3, 5.4, 5.9 and 5.11 and under an associated defined benefit provision (as defined for this purpose by the Income Tax Act) of another pension plan, all provided in respect of periods after December 31, 1991, shall not exceed (i) plus (ii) as follows:

(i) $1,715 multiplied by the Pensionable service of the Member after December 31, 1991; plus

(ii) 1/35th of 25% of the average of the YMPE for the year of retirement and each of the 2 immediately preceding years, multiplied by the pensionable service of the Member after December 31, 1991, not exceeding 35 years.

3) Pensionable service

Pensionable service for the purposes of this Sub-section 5.8 shall include Credited Past Service, Credited Future Service and any similar pensionable service under a former pension plan.

5.9 MINIMUM PENSION FOR EMPLOYEES TRANSFERRED TO BARGAINING STATUS

The Accrued Pension of a Transferred Member who, when his Continuous Service was broken was either a member of a bargaining unit or an hourly rated employee shall be no less than would have been provided by the pension plan, if any, for said bargaining unit or for hourly rated employees, as the case may be, in respect of the period of his Credited Past Service and of Credited Future Service as if during such period he had been either a member of said bargaining unit or an hourly rated employee, as applicable, and either a Salaried Employee or a Part-Time Employee.

Where the present Sub-section 5.9 has the effect that an amendment to another pension plan of the Company results in a certifiable past service pension adjustment (as defined in the Income Tax Act) under this Plan, the provisions of this Sub-section 5.9 shall be deemed not to apply to the benefits of a Member in respect of said amendment unless and until certification for the application of this section in respect of the Member has been received from Revenue Canada.

5.10 SUPPLEMENTAL BRIDGE BENEFIT

A Member who retires before his Normal Retirement Date after having met the conditions of Paragraphs (a) or (b) of Sub-section 5.2 will receive, in addition to the benefits of Sub-section 5.2 and of Sub-section 5.11, a supplemental bridge benefit payable each month from his retirement up to but not including his Normal Retirement Date or up to, if earlier, the first day of the month of his death equal to $20 per month multiplied by the number of years of his Credited Service up to a maximum of $700 per month less any supplemental bridge benefit payable under any other pension plan or plans of an Affiliated Company.

The annual supplemental bridge benefit payable under this Sub-section 5.10 shall not exceed the sum of the maximum benefits payable to the Member under the Canada Pension Plan or Québec Pension Plan as applicable and the maximum Old Age Security benefit payable to individuals aged 65 as at the Member's pension commencement date, reduced proportionately in the case of a Member who has completed less than 10 years of pensionable service as at that date. The maximum bridge benefit so determined shall be further reduced by 1/4 of 1% for each month by which the Member's pension commencement date precedes his attainment of age 60.

5.11 **MINIMUM MONTHLY PENSION**

A Member who retires in the period from December 1, 1988 to November 30, 1998 inclusive either on his Normal Retirement Date or after having met the conditions of Paragraphs (a) or (b) of Sub-section 5.2 will receive, if applicable, an additional pension the annual amount of which will be equal to the excess, if any, of the product of $420 and of the number of years of Credited Service before December 1, 1988 over the Accrued Pension in respect of Credited Service before December 1, 1988.

5.12 In no event shall the benefit accrued by a Member in a Plan Year under Section V plus the contributions made by him or on his behalf under Section XIX for such Plan Year, result in a pension adjustment for the Member as defined in the Income Tax Act in excess of the limits for the year prescribed by the Income Tax Act.

SECTION XXII

SPECIAL PROVISIONS FOR BRITISH COLUMBIA MEMBERS

22.1 The provisions of this Section XXII apply to persons employed in the province of British Columbia after December 31, 1992.

22.2 The provisions of this section shall supersede the provisions of the other sections of the Plan. Except as modified in this Section the provisions of the other sections of the Plan continue to apply.

22.3 The provisions of this section apply from January 1, 1993 except where a later date of application is indicated.

22.4 In this section:

A) "Act" means the Pension Benefits Standards Act of British Columbia and any regulations thereunder, as amended from time to time.

B) "Prescribed" means as Prescribed in the Act.

C) "Member" means a Member in the employ of an Employer in British Columbia.

D) "Part-Time Employee" means a Part-Time Employee working for an Employer in British Columbia.

E) "Living separate and apart" means, for the purposes of paragraph b) i) of Section 4.5, at a given point in time and in respect of two persons, either

a) that they are living apart at that point in time and either of them has the intention to live separate and apart from the other, or

b) that, before that point in time,

i) they had been living separate and apart for any period, and

ii) that period was interrupted or terminated by reason ~~only that either~~ of them became incapable of continuing to live separate and apart or of forming or having the intention to continue to live separate and apart of that person's own volition,

and the separation would probably have continued if that person had not become so incapable.

F) **"Continuous Service"** shall include any period of temporary absence not exceeding 26 continuous weeks following which the Member immediately returns to work and any period of employment after 1992 which would not count as Continuous Service under Sub-section 6.1 solely because it was employment on other than a full-time basis.

G) **"Former Member"** shall mean a Member who has terminated Active Membership and who retains a present or future entitlement to receive a benefit under the Plan.

H) **"Termination of Employment"** shall mean the cessation of Continuous Service by the Member.

22.5 Subject to 3.2 and 3.3, effective January 1, 1993 every Part-Time Employee who has completed two years of Continuous Service may join the Plan on the first day of any month, provided he has earned in respect of his or her employment at least 35% of the YMPE in each of 2 consecutive calendar years immediately before he joins.

No person may have Credited Service for any period before January 1, 1993 during which he was not a full-time employee.

22.6 A Member who has completed at least 5 years of Continuous Service at the date of termination of employment or who has then reached his Normal Retirement Date or whose Continuous Service is broken by the termination of the Plan and who is not entitled to benefits under Sub-sections 4.1, 4.2, 4.3 or 4.4 will receive an annual deferred pension payable from his Normal Retirement Date in an amount equal to his Accrued Pension in respect of service on and after January 1, 1993.

The Member's Accrued Pension in respect of service on and after January 1, 1993 shall represent the excess of

i) the Member's Accrued Pension for all Credited Service, over

ii) the Member's Accrued Pension for Credited Service to December 31, 1992 calculated in accordance with the provisions of the Plan in effect on December 31, 1992.

In lieu of a deferred pension, if the Member is under age 55, he may transfer the commuted value of his deferred pension, as described in sub-section 4.8.

22.7 A Member or a Former Member who terminates employment on or after January 1, 1993 and who has completed 5 years of Continuous Service may elect to receive, in lieu of the deferred pension to which he is entitled from his Normal Retirement Date, a pension payable from a date, not to precede the Normal Retirement Date by more than 10 years, nor to precede the date of election, which shall be the Actuarial Equivalent of such deferred pension.

22.8 If on the death of a Member or Former Member who has not commenced to receive his pension and who has completed 5 years of Continuous Service there is a surviving Spouse, a pension shall be payable to the surviving Spouse for life such that the Commuted Value of such pension shall be equal to the sum of

A) 60% of the Commuted Value of the deceased's vested pension determined in accordance with Sub-sections 4.4 and 22.6 plus

B) The Accumulated Employee Contributions under Section XV plus

C) The Capital Accumulation Account under Section XIX.

Any benefits under this Sub-section are in lieu of those provided under Sub-section 4.5 or 4.6, whichever may apply, and under Sections XV and XIX unless such other benefits have a greater Commuted Value in which case such other benefits shall be paid instead, subject to the provision that if there is a surviving Spouse, benefits may be paid only as a life pension to the surviving Spouse, except as provided below.

In lieu of a pension, the surviving Spouse may elect to transfer its Commuted Value to a vehicle described in Sub-section 4.8. Notwithstanding the foregoing, the surviving Spouse may elect to receive in a lump sum the Commuted Value of the benefits under this sub-section 22.8 which are related to service before 1993. The Administrator may require that the Spouse make such transfer.

If there is no surviving Spouse or if the surviving Spouse has waived in the Prescribed form his/her rights to benefits under this sub-section 22.8, benefits are payable by way of a lump sum to the Beneficiary, or if there is no Beneficiary, to the estate.

This Sub-section 22.8 does not apply to voluntary contributions made under Sub-section 8.3.

22.9 A Member who has a Spouse on the date pension payments commence (including a Former Member who terminated employment before January 1, 1993 but whose pension commenced after such date), will receive the annual pension on a basis which provides for a reduced pension, calculated as the Actuarial Equivalent of the pension otherwise provided by the Plan, with the provision that, after the death of the Member, 60% of the amount of the reduced pension will continue to be paid to the surviving Spouse for the remainder of the surviving Spouse's life.

A Member may, at any time prior to pension commencement date, elect to waive the provisions of this section if he can produce a valid "Spouse's Pension Waiver" completed in Prescribed Manner by the Spouse within 90 days of pension commencement date.

22.10 The Administrator reserves the right that, in lieu of such pension benefit as the Member or his surviving Spouse may be entitled to, a single cash payment be made to the Member or his surviving Spouse, as the case may be, equal to the Commuted Value of such pension if the annual amount of such pension is less than 2% of the YMPE for the calendar year of the termination of employment, death, commencement of pension payment or termination of the Plan, whichever is earliest or if the commuted value is less than 4% of the YMPE for that calendar year. In addition, if the Commuted Value of such pension is less than 10% of such YMPE, the Administrator reserves the right to require that the Member make the transfer provided in Sub-section 4.8.

22.11 Any elections that a Member, or surviving Spouse may make under this Plan must be made in writing to the Company within 90 days of the date such person is advised of his right to an election, or within such longer period of time as the Administrator may

allow in specific circumstances. If such person does not make an election in writing within the stated time frame, benefits will be paid as if he has made no election.

22.12 Any refunds of contributions under the Plan with appropriate interest, to the Member, surviving Spouse or other Beneficiary, as the case may be, shall be made within 60 days of the termination of employment or death, as the case may be, or within 60 days of the completion and filing of all the necessary documents, if later.

22.13 Benefits under the Plan may be split between the Member and his Spouse pursuant to a written agreement or court order in the event of marriage breakdown but only to the extent Prescribed in the Act.

22.14 The pension paid to a Member of his surviving Spouse shall not vary based on sex.

The actuarial basis for Actuarial Equivalents shall not take into account differences based on sex.

Eric

IVACO INC.

Amendment to Pension Plan for the Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies

"**WHEREAS** Ivaco Inc. (the "Corporation") has adopted the Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies (the "Plan");

WHEREAS it is necessary to amend the Plan to comply with the Income Tax Act;

WHEREAS the Corporation wishes that the employees of Revomac, the new division of Ifastgroupe Inc., be covered under the Plan effective March 1, 1996; and

WHEREAS the Corporation wishes to improve the Plan effective January 1, 1997;

On motion, duly seconded, IT WAS UNANIMOUSLY RESOLVED:

THAT the attached amendment No. 2 to the restated Plan Text as of January 1, 1992, as submitted to this meeting (copy of which shall be kept in the Secretary's files), be adopted effective January 1, 1992;

THAT the attached amendment No. 3 to the restated Plan Text as of January 1, 1992, as submitted to this meeting (copy of which shall be kept in the Secretary's files), be adopted effective March 1, 1996;

THAT the attached amendment No. 4 to the restated Plan Text as of January 1, 1992, as submitted to this meeting (copy of which shall be kept in the Secretary's files), be adopted effective January 1, 1997; and

THAT any director or officer of the Corporation be and he is hereby authorized, for and on behalf of the Corporation, to sign any documents as he may deem necessary to give effect to this resolution."

I, Guy-Paul Massicotte, Vice-President, General Counsel and Secretary of IVACO INC., hereby certifies that the above is a true and correct copy of a resolution passed by the directors of the Corporation at their meeting duly called and held on May 7, 1997 and that such resolution is in full force and effect as at the date hereof.

DATED this 2nd day of June, 1997

La présente certifie que le comité de retraite a été avisé de cette résolution

c/s

André Cromp
Directeur général des avantages sociaux
Président du comité de retraite

Guy-Paul Massicotte

IVACO INC.

Amendment N°. 2
effective January 1, 1992 to the Restated Version
as at January 1, 1992

Pension Plan for the Salaried Employees of
Ivaco Inc. and Participating Subsidiary Companies

---

1. The following section 1.36 is inserted after section 1.35 and sections 1.36 to 1.42 are renumbered 1.37 to 1.43:

   "1.36 "*Predecessor Employer*", a predecessor corporation as defined under the Income Tax Act."

2. The following section 1.41 is inserted after section 1.40 and sections 1.41, 1.42 and 1.43 are renumbered 1.42, 1.43 and 1.44:

   "1.40 "*Total and Permanent Disability*", a physical or mental impairment which prevents a Member from engaging in any employment for which he is reasonably suited by virtue of his education, training or experience and that can reasonably be expected to continue for the remainder of the Member's lifetime and which is certified, in writing, by a medical doctor licensed to practice in Canada or where the Member resides."

   "*Totally and Permanently Disabled*" has a corresponding meaning."

3. The following paragraph is added before the last paragraph of section 5.8(1):

"For connected persons, the limit stated in (d) above is replaced by 2% of the member's indexed compensation (as defined under the Income Tax Act) determined on the basis of each year's compensation adjusted for the increase in the average wage up to the year of pension commencement. This limit applies to each year of pensionable service on and after January 1, 1992 in which the Member was, at any time, a connected person as defined in the Income Tax Act."

4. Sub-section 5.8(3) is replaced by the following:

"3) <u>Pensionable service</u>

Pensionable service for the purposes of this Sub-section 5.8 shall:

- be limited to 35 years in respect of pensionable service before January 1, 1992;

- include Credited Past Service, Credited Future Service and any similar pensionable service under a former pension plan, subject to any limitations prescribed by the Income Tax Act."

5. The last paragraph of section 5.10 is replaced by:

"The annual supplemental bridge benefit payable under this sub-section 5.10 shall not exceed the sum of the maximum benefits payable to the Member under the Canada Pension Plan or Québec Pension Plan as applicable and the maximum Old Age Security benefit payable to individuals aged 65 as at the Member's pension commencement date, reduced proportionately in the case of a Member who has completed less than 10 years of pensionable service as at that date. The maximum bridge benefit so determined shall be further reduced by ¼ of 1% for each month by which the Member's pension commencement date precedes his attainment of age 60.

For connected persons, the 10-year proration shall be based on actual full-time service with a participating Employer rather than pensionable service."

. The first paragraph of section 6.1 is replaced by:

"Continuous Service shall mean uninterrupted employment with any one or more Affiliated Companies or their predecessors as a full-time permanent employee including, without restricting the generality of the term, employment as a full-time permanent employee in a non-salaried or bargaining status or with a non-participating Affiliated Company, whether in Canada or outside Canada, or as a participant in another pension plan of his Employer. With the exception of periods after December 31, 1991 during which the Member is a connected person, absence without pay either due to disability during which the Member is deemed disabled as defined in the Long-Term Disability Plan or due to a leave of absence of less than two years approved by the Company following which he immediately returns to work and continues in employment either to his Normal Retirement Date or for a period equal to his absence shall be included in Continuous Service."

7. Section 6.2 is replaced by the following:

"6.2 *Credited Past Service*

Subject to Sub-sections 6.4, 12.2 and 15.5, Credited Past Service shall mean Continuous Service as a Salaried Employee of an Employer or of a Predecessor Employer from the first of the month coinciding with or following

(a) The date of hire or, if later, the Past Service Limit Date, if any, to

(b) The date the employee becomes an Active Member.

However, employees who decline to join the Plan when first eligible shall not have any Credited Past Service."

La présente certifie que le comité de retraite a été avisé de cette modification

André Cromp
Directeur général des avantages sociaux
Président du comité de retraite

IVACO INC.

Amendment N°. 3
effective March 1, 1996 to the Restated Version
as at January 1, 1992

Pension Plan for the Salaried Employees of
Ivaco Inc. and Participating Subsidiary Companies

---

1. Appendix I is replaced by:

"APPENDIX I

Participating Employers, Divisions, etc.

Company	Division	Employer Participation Date	Past Service Limit Date
Ivaco Inc.	Corporate	January 1, 1980	None
	Sivaco Québec	January 1, 1980	None
	Sivaco Ontario	January 1, 1980	None
	Ivaco Rolling Mills (including former Eastern Steelcasting)	January 1, 1980	None
	Clôtures Bel-Air (subsidiary up to June 30, 1988)	February 1, 1984	February 1, 1984
	Infasco	January 1, 1980	None
	Galvano	January 1, 1980	January 1, 1979
	Infasco Nut	January 1, 1980	None
Ifastgroupe and Company, Limited Partnership (Ifastgroupe Inc., General Partner)	Infasco	January 1, 1994	None
	Galvano	January 1, 1994	January 1, 1979
	Infasco Nut	January 1, 1994	None
	Revomac	March 1, 1996	March 1, 1996
Ivaco Rollings Mills Inc		January 1, 1995	None"

.a présente certifie que le comité de retraite a été avisé de cette modification

André Cromp
Directeur général des avantages sociaux

IVACO INC.

Amendment N°. 4
effective January 1, 1997 to the Restated Version
as at January 1, 1992

Pension Plan for the Salaried Employees of
Ivaco Inc. and Participating Subsidiary Companies

The Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies is amended effective January 1, 1997.

The following amendment, do not apply to persons who ceased to be Active Members of the Plan before January 1, 1997.

1. Section 4.2 is replaced by the following:

"4.2 *Early Retirement*

A Member in the service of an Affiliated Company who has either completed 35 years of Continuous Service or has attained age 55 and entitled to a vested deferred pension as provided in Sub-section 4.4, subject to written application therefor, retire on the first day of any month following receipt by the Administrator of said application and before his Normal Retirement Date. He may also retire, even if he does not meet the foregoing conditions, if his effective date of retirement is on or after January 1, 1994 but before January 1, 2003, provided he has completed 30 years of Continuous Service on the effective date of his retirement. He shall then be entitled to benefits as provided in Sub-section 5.2."

In section 4.3, *"71st"* is replaced by *"69th"*.

3. Sub-section 5.2 (b) is replaced by the following:

"(b) If he retires before having attained age 60 years but either

i) after having completed 35 years of Continuous Service, or

ii) if he retires on or after January 1, 1994 but before January 1, 2003, after having completed 30 years of Continuous Service,

his Accrued Pension."

4. Section 5.6 is replaced by the following:

"5.6 *Accrued Pension*

Subject to the provisions of Sub-section 13.9, the Member's annual Accrued Pension shall be equal to 1 1/4% of the Member's Average Terminal Earnings multiplied by the number of years of the Member's Credited Service less 50% of 1/35 of the Canada/Québec Pension Plan benefits multiplied by the number of years of the Member's Credited Service up to a maximum of 35 such years. Where so indicated the Accrued Pension may be calculated in respect of a part only, as defined by the Company, of the Member's Credited Service."

5. Section 5.11 is replaced by the following:

"5.11 *Minimum Monthly Pension*

A Member who retires in the period from December 1, 1988 to December 31, 2002 inclusive either on his Normal Retirement Date or after having met the conditions of Paragraphs (a) or (b) of Sub-section 5.2 will receive, if applicable, an additional pension the annual amount of which will be equal to the excess, if any, of the product of the Minimum Pension Rate in effect at his date of retirement as indicated in the following table and of the number of years of Credited Service before December 1, 1988 over the Accrued Pension in respect of Credited Service before December 1, 1988.

	Date of retirement	Minimum Pension Rate
a)	on or after January 1, 1997 but before January 1, 1998	$480
b)	on or after January 1, 1998 but before January 1, 1999	$492
c)	on or after January 1, 1999	$504 "

6. In Sub-section 13.9 b) ii), *"71st"* is replaced by *"69th"*.

7. The following sentence is added at the end of Sub-section 19.11:

"Furthermore, a Member who qualifies for retirement in accordance with Sub-section 4.1, 4.2 or 4.3 may also elect to transfer his Capital Accumulation Account in accordance with the portability provisions of Sub-section 4.8".

La présente certifie que le comité de retraite a été avisé de cette modification

André Cromp
Directeur général des avantages sociaux
Président du comité de retraite

IVACO INC.

RESOLUTION

Amendment to Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies

---

"**WHEREAS** IVACO INC. (the "Corporation") has adopted the Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies (the "Plan");

WHEREAS the Company wishes to allow members who have terminated service on February 2, 2001 further to the sale of the Clôtures Bel-Air Division to Frost Fence & Wire Products Ltd., to count their service with Frost Fence & Wire Products Ltd. only for eligibility purpose under the Plan; and

WHEREAS the Company wishes to improve the Plan effective May 1, 2001; and

WHEREAS the Company wishes to amend the Plan effective April 23, 1998 to allow for the payment of benefits to same-sex spouses.

On motion duly seconded, IT WAS UNANIMOUSLY RESOLVED:

THAT the attached amendment No. 5 to the restated Plan Text as of January 1, 1992, as submitted to this meeting (copy of which shall be kept in the Secretary's files), be adopted effective February 2, 2001; and

THAT the attached amendment No. 6 to the restated Plan Text as of January 1, 1992, as submitted to this meeting (copy of which shall be kept in the Secretary's files), be adopted effective May 1, 2001; and

THAT the attached amendment No. 7 to the restated Plan Text as of January 1, 1992, as submitted to this meeting (copy of which shall be kept in the Secretary's files), be adopted effective April 23, 1998; and

THAT any director or officer of the Company be and he is hereby authorized, for and on behalf of the Company to sign any documents as he may deem necessary to give effect to this resolution."

I, Guy-Paul Massicotte, Vice-President, General Counsel and Secretary of IVACO INC., hereby certify that the above is a true and correct copy of a resolution passed by the directors of the Company at their meeting duly called and held on August 15, 2001 and that such resolution is in full force and effect as at the date hereof.

DATED this 15th day of August, 2001.

C/s

Guy-Paul Massicotte

La présente certifie que le comité de retraite a été avisé de cette décision.

André Cromp
Président du comité de retraite et
Directeur général, Ressources humaines et
avantages sociaux

IVACO INC.

Amendment No. 5
effective February 2, 2001 to the restated version as at January 1, 1992

Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies

---

The Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies is hereby amended effective February 2, 2001.

The following amendment applies solely to an Active Member of the Plan working at the Clôtures Bel-Air Division of the Company immediately before the sale of the Clôtures Bel-Air Division to Frost Fence & Wire Products Ltd. on February 2, 2001, and who, upon the termination of service with Ivaco Inc. on February 2, 2001, has not chosen to receive the benefits normally payable under the Plan upon termination of service or retirement, as the case may be.

1. The following Sub-section 6.5 is hereby added:

"6.5 *Continuation of Continuous Service for Clôtures Bel-Air Division*

Further to the sale of the Clôtures Bel-Air Division to Frost Fence & Wire Products Ltd. on February 2, 2001, an Active Member of the Plan working at the Clôtures Bel-Air Division of the Company immediately before the sale on February 2, 2001 may, in lieu of the benefits normally payable under the Plan upon termination of service or retirement on February 2, 2001, elect to remain in the Plan as a Transferred Member. Continuous employment with Frost Fence & Wire Products Ltd. after February 2, 2001, shall then be included as Continuous Service under the Plan and the rights of such Transferred Member shall be determined upon termination of service, death or retirement with Frost Fence & Wire Products Ltd. Such a Transferred Member shall cease to accrue Credited Service on February 2, 2001 and solely Earnings paid by an Affiliated Company before February 2, 2001 shall be used to calculate benefits to which he is entitled under the Plan."

2. Sub-section 3.6 is hereby deleted and replaced by the following Sub-section 3.6:

"3.6 *Rights of Transferred Members*

A Transferred Member whose Active Membership ceases by virtue of Sub-section 3.5 shall not lose any benefits accrued to him under the Plan to the date of such cessation. His entitlement to benefits under the Plan, if any, shall be determined at the date his Continuous Service is broken as follows:

a) based on the provisions of the Plan in effect on the date of transfer, for bargaining and non-bargaining hourly rated employees, and for a person whose Active Membership ceases further to a transfer to a company which is not an Affiliated Company, as provided in Sub-section 6.5, and

b) based on the provisions of the Plan in effect on the date his Continuous Service is broken, for other employees.

His accumulated Credited Past Service and Credited Future Service shall remain to his credit but shall not continue to accrue. However, his Continuous Service shall continue to count until it is broken as provided in Sub-sections 6.1 and 6.5. Earnings after transfer shall also count for purpose of determining Average Terminal Earnings except as provided in Sub-sections 1.6 and 6.5.

If at a later date a Transferred Member returns to employment such that he again becomes eligible for Active Membership he shall again become an Active Member and his Credited Future Service shall from such later date again continue to accrue and be added to the Credited Past Service he had accumulated to the date of his transfer."

j:\iva100\01\plan\2001\ivacosal#5-mod.doc

IVACO INC.

Amendment No. 6
effective May 1, 2001 to the restated version as at January 1, 1992

Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies

---

The Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies is hereby amended effective May 1, 2001.

The following amendment does not apply to persons who ceased to be Active Members of the Plan before May 1, 2001 unless specifically otherwise stated.

1. Sub-section 5.6 is hereby deleted and replaced by the following sub-section 5.6:

"5.6 *Accrued Pension*

Subject to the provisions of Sub-section 13.9, the Member's annual Accrued Pension shall be equal to 1.6% of the Member's Average Terminal Earnings multiplied by the number of years of the Member's Credited Service less 50% of 1/35 of the Canada/Québec Pension Plan benefits multiplied by the number of years of the Member's Credited Service up to a maximum of 35 such years. Where so indicated the Accrued Pension may be calculated in respect of a part only, as defined by the Company, of the Member's Credited Service."

2. Sub-section 5.10 is hereby deleted and replaced by the following sub-section 5.10:

"5.10 *Supplemental Bridge Benefit*

A Member who retires before his Normal Retirement Date after having met the conditions of Paragraphs (a) or (b) of Sub-section 5.2 will receive, in addition to the benefits of Sub-section 5.2 and of Sub-section 5.11, a supplemental bridge benefit payable each month from his retirement up to but not including his Normal Retirement Date or up to, if earlier, the first day of the month of his death equal to $25 per month multiplied by the number of years of his Credited Service up to a maximum of $875 per month less any supplemental bridge benefit payable under any other pension plan or plans of an Affiliated Company.

The annual supplemental bridge benefit payable under this sub-section 5.10 shall not exceed the sum of the maximum benefits payable to the Member under the Canada Pension Plan or Québec Pension Plan as applicable and the maximum Old Age Security benefit payable to individuals aged 65 as at the Member's pension commencement date, reduced proportionately in the case of a Member who has completed less than 10 years of pensionable service as at that date. The maximum bridge benefit so determined shall be further reduced by ¼ of 1% for each month by which the Member's pension commencement date precedes his attainment of age 60.

For connected persons, the 10-year proration shall be based on actual full time service with a participating Employer rather than pensionable service.".

3. Sub-section 5.11 is hereby deleted and replaced by the following sub-section 5.11:

"5.11 *Minimum Monthly Pension*

A Member who retires in the period from December 1, 1988 to December 31, 2002 inclusive either on his Normal Retirement Date or after having met the conditions of Paragraphs (a) or (b) of Sub-section 5.2 will receive, if applicable, an additional pension the annual amount of which will be equal to the excess, if any, of the product of the Minimum Pension Rate in effect at his date of retirement as indicated in the following table and of the number of years of Credited Service before December 1, 1988 over the Accrued Pension in respect of Credited Service before December 1, 1988.

	Date of retirement	Minimum Pension Rate
a)	on or after January 1, 1997 but before January 1, 1998	$480
b)	on or after January 1, 1998 but before January 1, 1999	$492
c)	On or after January 1, 1999 but before May 1, 2001	$504
d)	On or after May 1, 2001	$624 "

42
a
52

4. A new Section XXIII is hereby added:

"Section XXIII - Indexation of Pension Benefits

23.1 *General Provisions*

a) Beginning July 1, 2001, the Basic Pension payable to a Retired Member who has retired in accordance with Sub-sections 5.1, 5.2 or 5.3 or to the surviving Spouse of such a deceased Retired Member, shall be increased, if applicable, on July 1 of each calendar year provided always that at least six months have elapsed since the commencement of the pension.

b) Beginning July 1, 2001, the Basic Pension payable in accordance with Sub-section 4.5 to the surviving Spouse of a deceased Member, shall be increased, if applicable, on July 1 of each calendar year provided always that at least six months have elapsed since the death of the Member.

c) Notwithstanding Sub-section 2.1, the Basic Pension of a Member who retired before May 1, 2001, or of a surviving Spouse of such a deceased Member shall be increased, if applicable, on July 1 of each calendar year beginning in 2001.

d) Notwithstanding Sub-section 2.1, the Basic Pension of a surviving Spouse of a Member who died before May 1, 2001, shall be increased, if applicable, on July 1 of each calendar year, beginning in 2001.

e) For purpose of this Section XXIII, the Basic Pension corresponds to the total pension payable to a Retired Member or to the surviving Spouse, as the case may be, but excluding any supplemental bridge benefit payable in accordance with Sub-section 5.10.

f) The increased monthly pension referred to in paragraphs a), b), c) and d) above, shall be determined in accordance with Sub-section 23.2.

g) The additional monthly pensions payable in accordance with Section XXIII, shall be payable in the form elected by the Member or the Member' Spouse, as the case may be, but shall be based on the amount of Basic Pension only.

23.2 *Indexation Formula*

As of July 1 of each year, the monthly Basic Pension payable to the Retired Member or to the surviving Spouse shall be increased by the lesser of a) and b) below:

a) 75% of the Consumer Price Index (CPI) increase, subject to a maximum CPI increase of 8%.

b) The percentage of increase in Basic Pension that can be provided by the escalation account as at the end of the preceding calendar year; the increase in Basic Pension shall be determined by the Actuary using the same going concern methods and assumptions used in the last actuarial report filed with the appropriate pension authorities.

The CPI increase as of July 1 of a given year shall be equal to the ratio of the average CPI during the 12-month period ending on December 31 of the preceding calendar year (hereunder called the reference year) over the average CPI during the 12-month period ending on December 31 of the year preceding the reference year, less 1. The CPI shall be defined as the Consumer Price Index - all items, not seasonably adjusted - reported monthly by Statistics Canada.

23.3 *Escalation Account*

a) The balance of the escalation account at the end of the year 2000 is set equal to the Pensioner's related interest gain (loss) of the Fund for the 2000 calendar year.

b) The balance of the escalation account at the end of any year subsequent to year 2000 is set equal to A-B+C+D, where:

A= the balance of the escalation account at the end of the preceding year,

B= the cost as of January 1 of the additional indexation benefit granted as at July 1 of the year, if any, as defined in Sub-section 23.2,

C= interest up to the end of the year on the difference of A and B above, calculated using the Fund rate of return earned during that year,

D= Pensioner's related interest gain (loss) of the pension Fund in that year.

c) Pensioner's Related Interest Gain (Loss)

The amount of Pensioner's related interest gain (loss) credited (debited) to the escalation account for a calendar year is equal to the product of E and F and G below:

E= Pensioner's related liabilities as at January 1 of the year including the cost of the additional indexation benefit, if any, granted during the calendar year,

F= funding ratio of the Plan, at the beginning of the calendar year,

G= the interest adjustment factor for the calendar year;

as determined by the Actuary using the same methods and assumptions used to determine the cost of the additional indexation benefit at the beginning of the calendar year.

For purposes of Sub-section 23.3 (c), the funding ratio of the Plan at the beginning of the calendar year is equal to the ratio of i) over ii) below:

i) Market value of the fund, excluding the Members' Capital Accumulation Accounts, less the difference, if positive, of 1) and 2) below

1) the balance of the escalation account at the end of the preceding calendar year,

2) the cost of the additional indexation benefit granted as at July 1 of the calendar year, if any;

ii) Total actuarial liabilities under the Plan, excluding the Members' Capital Accumulation Accounts, and ignoring the positive balance of the escalation account but adding the cost of the additional indexation benefit, if any, granted during the calendar year; if the amount of total actuarial liabilities is not available, it shall be estimated by the Actuary.

The funding ratio shall not be greater than 1.

For purposes of Sub-section 23.3 (c), the interest adjustment factor for the calendar year is calculated as follows:

a) when the Fund rate of return for a calendar year is greater than or equal to 7½%

- the interest adjustment factor is positive and is equal to the Fund rate of return over 7½% subject to a maximum of 5%,

b) when the Fund rate of return for a calendar year is less than 7½%

- the interest adjustment factor is negative and is equal to the excess of 7½% over the Fund rate of return up to a maximum of 5%.

The Fund rate of return is based on the market value of the Fund, after all expenses paid by the Fund have been deducted, and it excludes the Members' Capital Accumulation Accounts.

23.4 *New Legislation*

In the event that a new legislation regarding pension indexation comes into effect, the total Plan cost for pension indexation shall not exceed the larger of the cost of the legislated requirements and the cost of pension indexation described in this Section XXIII."

j:\iva100\01\plan\2001\ivacosat#6-mod.doc

IVACO INC.

Amendment No. 7
effective April 23, 1998 to the restated version
as at January 1, 1992

Pension Plan for Salaried Employees of Ivaco Inc. and
Participating Subsidiary Companies

The Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies is hereby amended effective April 23, 1998.

The following amendments do not apply to persons who ceased to be Active Members of the Plan before April 23, 1998.

1. Sub-section 4.5 is replaced by the following:

"4.5 Death on or After 10 Years of Service

In the event of the death of a Member in the service of an Affiliated Company who has at least 10 years of Continuous Service and who does not leave a Spouse, the Commuted Value of the Member's vested benefits in respect of Credited Service after December 31, 1986 will be paid in a lump sum to his Beneficiary or estate.

In the event of the death of a Member in the service of an Affiliated Company who has at least 10 years of Continuous Service and who leaves a Spouse, a monthly pension will be paid to the Spouse for the Spouse's remaining lifetime calculated as provided in Sub-section 5.5 or, where applicable, of a higher amount such that the Commuted Value is equal to the lump sum death benefit that would be paid if the deceased Member had not left a Spouse.

For the purposes of this Sub-section 4.5 a Spouse shall be a person of the same or opposite sex to the Member who, on the date of the Member's death, either

(a) meets the definition of Spouse in Section XIII, XIV, XVI, XVII, XVIII, XXI or XXII whichever applies, or

(b) if none of such sections apply,

i) was married to, and not living separate and apart from the Member, or

ii) if there is no person to whom paragraph i) applies, lived with the Member in a conjugal relationship for the 2 year period immediately preceding the Member's death."

2. Sub-section 13.4 E) is replaced by the following:

"E) "Spouse" means the person who, on the date of determination of spousal status:

(1) is legally married to the Member and is not legally separated from bed and board; or

(2) has been living in a conjugal relationship with an unmarried Member, whether the person is of the opposite or same sex, for a period of not less than three years, or for a period of not less than one year if:

(a) at least one child is born, or to be born, of their union; or
(b) they have adopted, jointly, at least one child while living together in a conjugal relationship; or
(c) one of them has adopted at least one child who is the child of the other while living together in a conjugal relationship.

Spousal status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving his pension, whichever occurs first."

3. Sub-section 14.4 f) is replaced by the following:

"f) "Spouse" means a legal Spouse or Common-Law Partner. Spousal status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving his pension, whichever occurs first."

4. Sub-section 14.4 h) is replaced by the following:

"h) "Common-Law Partner" means a person who, not being married to the Member, cohabited with him or her in a conjugal relationship

(a) for a period of at least three years, if either of them is married, or
(b) for a period of at least one year, if neither of them is married."

5. Sub-section 16.4 E) is replaced by the following:

"E) "Spouse" means, in relation to another person,

(i) a person who, a the relevant time, was married to that other person and had not been living separate and apart from that other person for 3 or more consecutive years, or

(ii) if there is no person to whom subclause (i) applies, a person of the opposite or same sex who had lived with that other person in a marriage-like relationship for the 3-year period immediately preceding the relevant time.

Spousal status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving his pension, whichever occurs first."

6. Sub-section 17.4 E) is replaced by the following:

"E) "Spouse" means, at the time a determination of spousal status is required, a person to whom the Member is:

(1) legally married, provided the Member is not living separate and apart from that person;

(2) not legally married but the Member and that person are and have been cohabiting continuously in a conjugal relationship for at least 3 years; or

(3) not legally married, but the Member and that person are cohabiting in a conjugal relationship of some permanence and are jointly the natural or adoptive parents of a child, both as defined in the Family Law Act of Ontario.

Spousal status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving his pension, whichever occurs first."

7. Sub-section 18.4 E) is replaced by the following:

"E) "Spouse" means either of two individuals, whether of the same or opposite sex, who

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

Spousal status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving his pension, whichever occurs first."

8. Sub-section 18.4 is amended by the addition of the following paragraph:

"F) "Common-Law Partner" means a person, whether of the same or opposite sex, who has cohabited with the Member in a conjugal relationship for a period of at least 2 years, neither of them being a Spouse."

9. Sub-section 21.4 E) is replaced by the following:

"E) "Spouse" means either of two individuals, whether of the same or opposite sex, who

(a) are married to each other,
(b) are married to each other by a marriage that is voidable and has not been avoided by a declaration of nullity,
(c) have gone through a form of marriage with each other, in good faith, that is void and have cohabited within the preceding year, or
(d) not being married to each other, have cohabited
    (i) continuously for a period of not less than three years in a conjugal relationship in which one person has been substantially dependent upon the other for support, or
    (ii) in a relationship of some permanence where there is a child born of whom they are the natural parents,

    and have cohabited within the preceding year.

Spousal status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving his pension, whichever occurs first."

10. Sub-section 22.4 E) is replaced by the following:

"E) "Spouse" means, in relation to another person,

(a) a person who at the relevant time was married to that other person, and who, if living separate and apart from that other person at the relevant time, did not live separate and apart from that other person for longer than the 2-year period immediately preceding the relevant time, or

(b) if paragraph (a) does not apply, a person who was living and cohabiting with that other person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and who had been living and cohabiting in that relationship for a period of at least two years immediately preceding the relevant time.

Spousal status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving his pension, whichever occurs first."

j:\iva100\01\plan\2001\ivacosal#7-mod.doc

IVACO INC.

RESOLUTION

Amendment to Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies

---

"**WHEREAS** IVACO INC. (the "Corporation") has adopted the Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies (the "Plan");

WHEREAS the Company wishes to improve the Plan effective January 1, 2003.

On motion duly seconded, IT WAS UNANIMOUSLY RESOLVED:

THAT the attached amendment No. 8 to the restated Plan Text as of January 1, 1992, as submitted to this meeting (copy of which shall be kept in the Secretary's files), be adopted effective January 1, 2003; and

THAT any director or officer of the Company be and he is hereby authorized, for and on behalf of the Company, to sign any documents as he may deem necessary to give effect to this resolution."

I, Guy-Paul Massicotte, Vice President, General Counsel and Secretary of IVACO INC., hereby certify that the above is a true and correct copy of a resolution passed by the directors of the Corporation at their meeting duly called and held on April 7, 2003 and that such resolution is in full force and effect as at the date hereof.

DATED this 15th day of April, 2003

_______________________________ c/s

Guy-Paul Massicotte

IVACO INC.

Amendment No. 8
effective January 1, 2003 to the restated version as at January 1, 1992

Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies

---

The Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies is hereby amended effective January 1, 2003.

The following amendment does not apply to persons who ceased to be Active Members of the Plan before January 1, 2003 unless specifically otherwise stated.

1. Section 4.2 is replaced by the following:

"4.2 *Early Retirement*

A Member in the service of an Affiliated Company who has either completed 35 years of Continuous Service or has attained age 55 and entitled to a vested deferred pension as provided in Subsection 4.4, subject to written application therefor, may retire on the first day of any month following receipt by the Administrator of said application and before his Normal Retirement Date. He may also retire, even if he does not meet the foregoing conditions, if his effective date of retirement is on or after January 1, 2003 but before January 1, 2006, provided he has completed 30 years of Continuous Service on the effective date of his retirement. He shall then be entitled to benefits as provided in Subsection 5.2."

2. Subsection 5.2 (b) is replaced by the following:

"(b) If he retires before having attained age 60 years but either

i) after having completed 35 years of Continuous Service, or

ii) if he retires on or after January 1, 2003 but before January 1, 2006, after having completed 30 years of Continuous Service,

his Accrued Pension."

3. Section 5.11 is replaced by the following:

"5.11 *Minimum Monthly Pension*

A Member who retires in the period from December 1, 1988 to December 31, 2005 inclusive either on his Normal Retirement Date or after having met the conditions of paragraphs (a) or (b) of Subsection 5.2 will receive, if applicable, an additional pension, the annual amount of which will be equal to the excess, if any, of the product of the Minimum Pension Rate in effect at his date of retirement as indicated in the following table and of the number of years of Credited Service before December 1, 1988 over the Accrued Pension in respect of Credited Service before December 1, 1988.

	Date of retirement	**Minimum Pension Rate**
a)	on or after January 1, 1997 but before January 1, 1998	$480
b)	on or after January 1, 1998 but before January 1, 1999	$492
c)	on or after January 1, 1999 but before May 1, 2001	$504
d)	on or after May 1, 2001	$624"